

COLLECTIVE AGREEMENT

– between –

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 118-03**

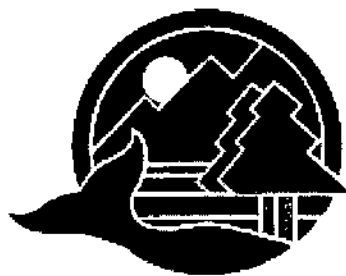
(Hereafter referred to the "Union")

CUPE

– and –

ALBERNI-CLAYOQUOT REGIONAL DISTRICT

(Hereafter referred to the "Employer")



Alberni-Clayoquot
Regional District

(JULY 1, 2023 – JUNE 30, 2026)

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ARTICLE 1 - DEFINITIONS

1.1 Regular Full-Time Employee

An employee who has successfully completed the probationary period and who works the full hours of work as enumerated in Article 17 (Hours of Work).

1.2 Regular Part-Time Employee

An employee who has successfully completed the probationary period and whose regular work schedule is less than the full hours of work as enumerated in Article 17 (Hours of Work).

1.3 Temporary Employee

- a) An employee hired to fill: a temporary vacancy because of the absence of a regular employee or; a temporary position created to meet a specific work requirement not to exceed six (6) months. The provisions of Article 15.9 (Temporary Vacancies) shall apply. Temporary Employees shall be paid the rate of pay of the position they assume. Temporary Employees will be given first consideration on postings of regular job vacancies and if selected, their seniority shall be back-dated to take into account temporary service, but not casual service, based on actual days worked within the last thirty-six (36) month period.
- b) Temporary Employees who have worked at least 600 hours (685 hours of outside workers) in each of two consecutive calendar years shall accrue seniority. In particular, on the day a temporary employee completes 600 hours (685 hours for outside workers) in the second consecutive calendar year, that day shall be denoted as the seniority date for that employee. The selection provision of Article 14.1 (b) shall then apply for such an employee. For greater certainty, 14.1 a) does not apply to Temporary Employees.
- c) If an employee completes the requisite hours under either article 1.3 (b) or 1.6 (b) and is subsequently selected for a regular job while working as a Temporary Employee under 1.3 (a), the back-dating provisions of article 1.3 (a) shall apply.

1.4 Probationary Employee

An employee who is serving a probationary period of sixty (60) days worked to determine their suitability as a Regular Full-Time or Regular Part-Time Employee.

- 1.5** Temporary Employees shall not be eligible for any of the benefits of Article 19 - Paid Holidays, Article 21 - Sick Leave, Article 22 - Leave of Absence or Article 27 - Benefits and in lieu shall receive a premium of ten (10%) percent of their hourly base rate.

1.6 Casual Employee

- a) An employee hired on an irregular or intermittent basis. The period of employment shall not exceed thirty (30) consecutive work days unless mutually agreed. Casual employees shall not accrue seniority, except in accordance with Article 1.6 (b), and shall be paid ten percent (10%) in lieu of statutory holidays and benefits. There will be no more than four (4) Casual Employees at any given time unless mutually agreed by the Parties.
- b) Casual Employees who have worked at least 600 hours (685 hours for outside workers) in each of two consecutive calendar years shall accrue seniority. In particular, on the day a casual or temporary employee completes 600 hours (685 hours for outside workers) in the second consecutive calendar year, that day shall be denoted as the seniority date for that employee. The selection provision of Article 14.1(b) shall then apply for such an employee. For greater certainty, 14.1 a) does not apply to Casual Employees and this seniority date does not apply to the order of scheduling casuals.

- 1.7** Employees who have assignments of greater than six (6) months or eight hundred forty hours (840hrs) (nine hundred sixty (960) hours for outside workers) are to be eligible for sick leave as described in Article 21 and Benefits as per Article 28 subject to carrier eligibility requirements.

ARTICLE 2 - MANAGEMENT RIGHTS

Management shall have the right to:

- 2.1** Hire, classify, transfer, promote, demote, layoff, and terminate employees.
- 2.2** Manage the affairs of the Regional District and without limiting the generality of the foregoing, determine the number and kinds of functions in which to engage, services to provide, methods of operation, the nature, number and location of tools and facilities, the organization of work, employment levels and standards of performance.
- 2.3 Not Discriminatory**

The Employer shall exercise its rights in a fair and reasonable manner. The Employer's rights shall not be used to direct the working force in a discriminatory manner.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.1 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 118 as the sole and exclusive collective bargaining agent for all of its employees save and except those excluded in the Labour Relations Code.

3.2 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative, which may conflict with the terms of this Collective Agreement.

3.3 Right of Fair Representation

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

3.4 Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor.

Such permission shall not be unreasonably withheld. All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked.

ARTICLE 4 – NO DISCRIMINATION

4.1 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination exercised or practised with respect to any employee in the matter of hiring, assigning wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of his/her membership or activity in the Union or any other reason or as outlined in the Human Rights Code.

4.2 Sexual Harassment

Sexual Harassment shall be defined as sexually oriented practice that undermines an employee's health or job performance, or endangers an employees' employment status or potential. All personnel have the right to work without sexual harassment. Any complaint alleging sexual harassment will be dealt with in accordance with the policy of the Board or through the grievance procedure, at the employee's option.

4.3 Right to Work Without Harassment

All employees have the right to work without harassment pursuant to the Employer's Harassment Policy. Any complaint alleging harassment shall be dealt with through the Employer's Policy and shall be subject to the Grievance Procedure once the procedures set out in the Employer's Policy have been completed.

ARTICLE 5 - UNION SECURITY

5.1 All Employees to be Members

It is agreed that employees who are at present members of the Union shall remain so as a condition of employment.

5.2 Condition of Employment

All new employees covered by the terms of this Agreement shall, within thirty (30) days of commencement of their employment, as a condition of continued employment become and remain members of the Union.

5.3 Failure to Comply

In the event that an employee fails to comply with the provisions of this clause, the Employer shall forthwith terminate his/her employment.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.1 Check-Off Payments

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

6.2 Deductions

Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union each month, listing names, gross pay and dues deducted for the period.

6.3 Dues Receipts

The Employer shall record on Income Tax (T-4) slips the amount of Union dues paid by each Union member in the previous year.

ARTICLE 7 - THE EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

7.1 New Employees

The Employer agrees to acquaint new employees with the fact that an Agreement between the parties is in effect and with the conditions of employment set out in the Articles dealing with the Union security and deduction of Union dues.

7.2 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her steward and shall present the new employee with a copy of the Collective Agreement.

ARTICLE 8 - CORRESPONDENCE

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the CAO and the Unit Chair/Steward (Alberni-Clayoquot Unit), and the Recording Secretary of the Union with a copy to the Vice-President.

A copy of any correspondence between the Employer, or his/her designate 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 Unit Chair/Steward (Alberni-Clayoquot Unit) or his/her designate.

ARTICLE 9 - LABOUR-MANAGEMENT COMMITTEE

9.1 Establishment of Committee

A Labour-Management Committee shall be established consisting of not more than three (3) representatives of each party.

9.2 Function of Committee

The Committee shall have full authority to determine its agenda and method of operation, providing that any decision affecting the substantive terms of the Agreement will require approval by the Employer and the Union.

9.3 Committee Meetings

The Labour-Management Committee shall meet as required, upon call of either party, at a mutually agreeable time and place, but no less often than once each business quarter [four (4x) times per year.] Committee meetings shall be held not later than seven (7) days after either party requests a meeting, provided that such time limit may be extended by mutual consent of the parties. Employees shall not suffer any loss of pay for time spent with this committee during their regularly scheduled straight-time hours.

ARTICLE 10 - LABOUR-MANAGEMENT BARGAINING RELATIONS

10.1 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of three (3) members of the Union. The Union will advise the Employer of the names of the Union members of the Committee.

10.2 Function of Bargaining Committee

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

10.3 Representatives of the Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.

10.4 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

10.5 Time Off for Meeting

Any representative of the Union or the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings without loss of remuneration.

10.6 Technical Information

Upon a request by the Union, the Employer shall make available any information in its possession relative to the bargaining unit required for collective bargaining purposes.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.1 Settling of Grievances

In the event that any difference arises out of the interpretation, application, operation, or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, such questions or differences shall be finally and conclusively settled without stoppage of work in the following manner:

11.1.1 Step 1

The Steward and the grievor shall meet with the grievor's immediate supervisor and shall endeavour to settle the difference within five (5) working days of such difference or grievance arising.

11.1.2 Step 2

If no resolve is reached at Step 1, the Union may, within ten (10) days of the meeting in Step 1, submit the grievance in writing to the GM who shall meet with the Union and the grievor and endeavour to settle the dispute. The GM shall make a written reply to the grievance within ten (10) days of the meeting.

11.1.3 Step 3

If no resolve is reached at Step 2, the Union may, within ten (10) days of the meeting at Step 2, apply for Mediation pursuant to the Labour Code. Should the issue not be resolved during mediation, the Union may submit the issue to step #4 arbitration.

11.1.4 Step 4

If no resolve is reached at Step 3, the dispute may be referred to Arbitration in accordance with Article 12 of this Agreement.

ARTICLE 12 - ARBITRATION

12.1 Composition of Board of Arbitration

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

12.2 Failure to Appoint

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

12.3 Board Procedure

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

12.4 Decisions of the Board

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

12.5 Expenses of the Board

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

12.6 Single Arbitrator

The parties may, by mutual consent, appoint a single arbitrator and if so appointed, such single arbitrator shall constitute the arbitration board.

ARTICLE 13 - DISCIPLINE

13.1 Cause for Discipline

An employee may be disciplined, suspended or discharged, but only for just cause.

13.2 Discharge or Suspension Procedure

13.2.1 Except in the case of Article 13.1 above, the following procedure shall apply before any employee is dismissed or suspended for cause:

13.2.1.1 Any employee being dismissed or suspended under this section shall be afforded the opportunity to appear before his/her immediate supervisor with Union representative to hear the reasons for his/her dismissal or suspension.

13.2.1.2 When the Employer has dismissed or suspended an employee under this section, a letter must be forwarded to the employee within five (5) working days of his/her dismissal, with a copy to the Union, stating the cause for the dismissal or suspension.

13.2.1.3 Letters of warning, suspension, dismissal, or exoneration shall be forwarded, following completion of any investigation of charges, to the following:

One (1) to the defendant,

One (1) to the Union,

One (1) to be retained by administration for filing.

13.3 Unjust Suspension or Discharge

13.3.1 If an employee is dismissed for any reason and feels that they have been unjustly dealt with, he/she shall, before the expiration of the fifth (5th) working day after receipt of notice of dismissal, file a grievance. The grievance shall then be dealt with in accordance with Article 11.

13.3.2 If subsequently it is decided that the employee was unjustly dismissed, the employee shall be reinstated in his/her former position and shall be compensated for the time lost at his/her regular rate of pay or at such lesser amount as may be agreed on, or ordered by an arbitration board.

13.4 Reprimand

If an employee is reprimanded in writing for any reason and feels that they have been unjustly dealt with, he/she shall, before the expiration of the fifth (5th) working day after receipt of the written reprimand, file a grievance and this grievance shall be dealt with in accordance with Article 11.

13.5 Access to Personnel File

13.5.1 An employee and/or the Union, if authorized in writing by the employee, shall have the right, at a mutually acceptable time, to have access to and review the employee's personnel file and to make copies of any document contained in the file.

13.5.2 Any record of dissatisfaction of any employee shall not be used against him/her at any time after fifteen (15) months unless a similar act complained of is repeated within fifteen (15) months.

13.6 "Whistle Blower" Protection

No employee shall be dismissed, disciplined, penalized or intimidated as a result of reporting pollution, W.C.B. or other illegal violations by the Employer, providing the Employer is notified of the alleged violation first.

13.7 Crossing of Picket Lines

The Employer shall not request, require, or direct employees within this bargaining unit to cross any picket line legally established under the Statutes of British Columbia or perform work on behalf of individuals on strike which would not normally be considered part of their job.

13.8 Right to have Steward Present

An employee shall have the right to have his/her steward present at any discussion with supervisory personnel concerning disciplinary action.

ARTICLE 14 - SENIORITY

14.1 Seniority Defined

- a) Seniority is defined as the length of continuous service with the Employer as a regular employee. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit-wide basis.
- b) Casual or Temporary employees working over 600 hours (685 hours for outside workers) in each of two consecutive years shall accrue seniority for posted vacancies. For greater certainty, 14.1 a) does not apply to Casual or Temporary Employees and this seniority date does not affect the order of scheduling Casuals. It is understood by the parties that hours worked as a Casual Employee, or a Temporary Employee may be combined for the purposes of calculating the 600 hours (685 hours for outside employees) in Articles 1.3 (b) and 1.6 (b) and this Article 14.1 (b).
- c) 14.1 (c) For 2018 only, for the period from July 1 to December 31, an employee who has worked at least 300 hours (342 hours for outside workers) in that period shall be deemed to have met the threshold for 600 hours in that year for the purposes of Articles 1.3 (b), 1.6(b) and 14.1 (b).

14.2 Seniority List

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

14.3 Probation for Newly Hired Employees

An employee hired for a Regular Full-Time or Regular Part-Time position shall be on probation for the first sixty (60) days worked. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement unless specifically excluded. After completion of the probationary period, seniority shall be effective from the original date of employment.

14.4 Loss of Seniority

14.4.1 An employee shall lose seniority for the following reasons:

- 14.4.1.1** If discharged and not reinstated by an arbitrator;
- 14.4.1.2** For failing to return from a leave of absence or respond to a recall from layoff;
- 14.4.1.3** If laid off without recall for a period equal to the lesser of eighteen (18) months or length of service; or
- 14.4.1.4** Where terminated voluntarily or for other non-culpable reason;
- 14.4.1.5** If, after achieving a seniority date under either Article 1.3 (b) or 1.6 (b), working fewer than three hundred (300) hours in any eighteen (18) month period.

14.4.2 An employee shall continue to accrue seniority if he/she is absent from work on an approved WCB claim or for a maximum of eighteen (18) months while laid off. An employee shall continue to accrue seniority if they are absent from work as a result of sickness, accident, or leave approved by the Employer for a maximum of eighteen (18) months; such seniority shall not be lost at the expiry of this eighteen (18) month period.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.1 New Position or Vacancy

When a new position is created, whether a management position or otherwise, or when a permanent vacancy occurs, the Employer shall immediately notify the Union in writing and post notice of the position in the Employer's offices and on all bulletin boards for a minimum of one (1) week, so that all members will know about the vacancy or new position.

15.2 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range.

15.3 Role of Seniority in Promotions

Candidates for promotion shall be selected on the basis of their qualifications and when they are equal seniority shall govern.

15.4 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. He/she shall be given a trial period of ninety (90) calendar days during which time he/she will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of ninety (90) days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

15.5 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful candidate shall be sent to each applicant and a copy posted on all bulletin boards.

15.6 Transfer Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. Employees outside the bargaining unit cannot use seniority to enter the bargaining unit.

15.7 No Outside Placement

No outside applicant for any vacancy shall be placed until the applications of present Union members have been fully processed.

15.8 Relocation of Employees

No employee will be relocated without the employee's consent.

15.9 Temporary Vacancies

Temporary vacancies of three (3) months or greater duration shall be posted.

ARTICLE 16 - LAYOFFS AND RECALLS

16.1 Definition of Lay-off

A lay-off shall be defined as an Employer initiated reduction in the work force or a reduction in the normal hours of work of a regular employee.

16.2 Role of Seniority in Lay-offs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee to be laid off may bump any employee with less seniority, providing the employee exercising the right has the qualifications (i.e. required qualifications, knowledge, education and skill) to perform the work of the employee with less seniority.

16.3 Recall Procedure

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

16.4 No New Employees

New employees shall not be hired to perform work for which employees on layoff are qualified unless, such employees refuse recall.

16.5 Advance Notice of Lay-off

Unless legislation is more favourable to the employees, the Employer shall notify regular employees who are to be laid off ten (10) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not made available.

ARTICLE 17 - HOURS OF WORK

17.1 Regular Daily Hours

17.1.1 The regular daily hours shall not commence before 8:00 A.M. nor finish later than 5:30 P.M. No seven (7) hour schedule shall be spread over a period longer than eight (8) hours, with one (1) hour off for lunch except when mutually agreed upon.

17.1.2 Notwithstanding, the regular daily hours for maintenance employees (i.e. Maintenance Technician Lead Hand, Maintenance Technician, Maintenance Worker and Labourer) shall be eight (8) consecutive hours per day, exclusive of a one-half (½) hour unpaid meal break, scheduled by the Employer between 7:00 a.m. and 5:30 p.m. The Employer will provide as much notice as operationally possible, minimum of forty-eight (48) hours notice, when it changes the employee's shift starting and stopping times. The parties may mutually agree to increase the length of the unpaid meal break for maintenance employees to one (1) hour when circumstances warrant.

17.1.3 The regular weekly hours shall consist of five (5) days from Monday to Friday inclusive, for a total of thirty-five (35) hours per week. The regular weekly hours for maintenance employees as defined above, shall consist of five (5) days Monday through Friday inclusive for a total of forty (40) hours per week.

17.1.4 An employee shall be entitled to an unpaid meal break of one (1) hour, scheduled at a mutually agreeable time.

17.1.5 An employee shall be entitled to a paid rest period of fifteen (15) consecutive minutes in each of the first half and the second half of the work day.

17.2 Regular Daily Hours – Airport Maintenance & Administration Coordinator

17.2.1 The regular weekly hours for the West Coast Assistant shall be Tuesday to Saturday inclusive, for a total of thirty-five (35) hours per week.

17.2.2 Article 18 will apply on the employees regularly scheduled days of rest and statutory holidays.

17.3 Regular Daily Hours – Airport Maintenance Specialist

The regular daily hours shall not commence before 7:00 am nor finish later than 5:30 pm. No seven (7) hour schedule shall be spread over a period longer than (8) hours, with one (1) hour off for lunch except when mutually agreed upon. The regular weekly hours shall consist of five (5) days as follows:

- During the training period, the regular work week shall consist of (5) days from Monday through Friday.
- Following the training period, the regular work week shall consist of five (5) consecutive days followed by 2 days of rest, for a total of thirty-five (35) hours per week.

17.3.1 Article 18 will apply on the employees regularly scheduled days of rest and statutory holidays.

17.4 Regular Daily Hours - Summer Students – Marine Patrol

17.4.1 The regular daily hours shall not commence before 8.00 a.m. nor finish later than 9:00 p.m. No seven hour schedule shall spread over a period longer than eight hours with a one hour unpaid meal break scheduled at a mutually agreeable time.

17.4.2 The regular work hours will be thirty-five hours per week. Within a fortnight, staff will work no more than 10 days and no more than 6 consecutive days.

17.4.3 An employee shall be entitled to a paid rest period of fifteen consecutive minutes in each of the first half and the second half of the work day.

17.4.4 The Employer will schedule the days of the work week and the hours of work at the beginning of employment and will give at least seven days notice of change of the work week or the hours of work.

17.5 Flex Time

Subject to operational requirements, a flexible work schedule may be established. The Employer and the Union must approve the proposed hours of work before such change is implemented. Either party may terminate the schedules by serving written notice.

ARTICLE 18 - OVERTIME

An employee shall be paid overtime compensation in accordance with this Article when overtime work is authorized in advance by the Employer.

18.1 Time and One-Half

A rate of time and one-half (1½) of an employee's basic hourly rate shall be paid when such employee works before or after a shift which exceeds the regular daily or weekly hours as defined in Article 17 and hours worked on a paid holiday (as per Article 19), Saturday or Sunday.

18.2 Double Time

A rate of double the employee's basic hourly rate shall be paid for all overtime hours worked in excess of three (3) hours, Monday through Sunday. All hours worked on a Statutory Holiday shall be paid at double (2x) regular rates.

18.3 Equivalent Time Off

Employees shall have the option of being paid for overtime or accumulating equivalent time off to be scheduled at the mutual convenience of the parties. All overtime accumulated beyond two weeks (70 or 80 hours depending on the employee's schedule) will be paid out.

18.4 Call Back

In the event an employee is called back to work or scheduled to work at a Board meeting, Commission meeting, Committee meeting or a Public Hearing or any other meeting which is outside regular hours of work, such hours shall be deemed overtime with a minimum guarantee of two (2) hours overtime pay.

18.5 Call Out

- a) In the event a regular full-time employee is called out to work, such hours shall be deemed overtime with a minimum guarantee of two (2) hours overtime pay.
- b) An employee required to report for work between 12:00 a.m. and 4:00 a.m. without having received notice in accordance with this Article shall be paid overtime for all time worked.

18.6 Not Compounded

Overtime premiums shall not be compounded.

ARTICLE 19 - PAID HOLIDAYS

19.1 Entitlement

Employees shall be entitled to the following holidays with pay or any other holiday that is proclaimed or removed by Federal or Provincial legislation:

- | | |
|----------------|---|
| New Year's Day | National Day for Truth and Reconciliation |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| B.C. Day | Family Day |
| Labour Day | |

19.2 Holiday on Saturday or Sunday

Where any holiday occurs on a Saturday or Sunday, the preceding Friday or the following Monday shall be declared a holiday.

19.3 Part-Time Employees

Holiday pay will be pro-rated in proportion to the ratio of the number of hours worked in a normal work schedule divided by seventy (70) hours.

19.4 Christmas Closure

The operations of the Employer at 3008 Fifth Avenue, Port Alberni, shall be closed between December 25 to January 1 inclusive. Employees may elect to use banked overtime, vacation or time off without pay during the period. In all other departments, when the employee(s) involved and the Employer mutually agree and operational requirements permit, an employee may take time off during the above Christmas Period. In this eventuality, the employee may elect to use banked overtime, vacation or time off without pay during such time off.

ARTICLE 20 - VACATIONS

20.1 Length of Vacation

- a) An employee shall receive an annual vacation with pay in accordance with his/her years of employment as follows:

<u>Length of Service</u>	<u>Vacation Time</u>
One (1) year or more	three (3) weeks
In the calendar year of the fourth (4 th) anniversary and each year thereafter	four (4) weeks
In the calendar year of the sixth (6) anniversary and each year thereafter	five (5) weeks
In the calendar year of the tenth (10 th) anniversary and each year thereafter	six (6) weeks
In the calendar year of the twentieth (20 th) anniversary seven (7) weeks and one (1) additional day for each year thereafter to a maximum of eight (8) weeks.	seven (7) weeks

- b) Special Vacation

After an employee first achieves twenty-five (25) years of continuous service, the employee will be entitled to take a one-time only Special Long Service Vacation of one (1) week with pay, which the employee must utilize within five (5) years of the date of entitlement.

20.2 Banking of Vacation Credits

Upon written request, an employee entitled to vacation shall be permitted to bank a maximum of two weeks accrued vacation entitlement for future use.

20.3 Statutory Holiday During Vacation

Where a statutory holiday occurs while an employee is taking annual vacation, that employee shall be granted one extra day off with pay in lieu of each such holiday.

20.4 Vacation Pay on Retirement

On retirement an employee shall be entitled to the same vacation or vacation pay which would have been earned if the employee had continued in employment to the end of the calendar year.

20.5 Schedule of Vacations

Vacations shall be scheduled to the mutual convenience of the parties and where conflicts occur they shall be resolved on the basis of seniority.

20.6 Temporary Employees

Temporary Employees as defined in Article 1.3 shall be paid a premium of six percent (6%) in lieu of vacation benefits.

ARTICLE 21 - SICK LEAVE

21.1 Entitlement

An employee shall be entitled to sick leave with pay at the employee's regular rate of pay, accumulative at the rate of one and one-half (1½) days per month of service to a maximum of one hundred and fifty (150) days.

21.2 Granting of Sick Leave

Sick leave with pay will be granted because of sickness, health reasons, or accident. An employee may be required to provide a medical certificate or proof of other appointment necessitating sick leave. Such proof is mandatory for any illness requiring absence in excess of three (3) days.

21.3 Amount of Sick Leave

Any employee may be advised on application, of the amount of sick leave accrued to his/her credit.

21.4 Leave for Rehabilitation

Leave for alcohol, nicotine, and/or drug rehabilitation shall be considered sick leave.

21.5 Recovery of Costs

The costs of any rehabilitation program in Article 21.4 shall be paid by the Employer and shall be deducted from the employee's pay over eighteen (18) monthly deductions. After eighteen (18) months of successful rehabilitation, the Employer shall reimburse the employee for fifty (50%) percent of the full cost of the program.

21.6 Illness in Family

When a relative (as defined in Article 22.8) requires personal attention for medical reasons and the employee is the only person available, he/she shall be entitled to use accumulated sick leave benefits up to a maximum of five days per year to provide such care, subject to providing his/her supervisor with due notice.

The Chief Administrative Officer or designate may grant additional sick leave usage for this purpose when the Employer believes in its discretion that the circumstances of any case warrants. The Employer may require medical proof of the illness.

ARTICLE 22 - LEAVES OF ABSENCE

22.1 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount received. Time spent by an employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

22.2 Union Business

22.2.1 Where permission has been granted by the CAO or his/her designate to representatives of the Union to leave their work during working hours in order to carry out their functions under the Collective Agreement with respect to a grievance, attendance at meetings with management staff, participation in negotiations, conciliation, mediation, and arbitration, they shall suffer no loss of pay or benefits for the time so spent.

22.2.2 Where permission by the CAO or his/her designate has been granted to members of the Union to leave their employment temporarily in order to carry on negotiations for the Union with another Employer, such leave shall be granted without pay, and without loss of benefits.

22.3 Union Conventions and Seminars

Subject to the operational requirements of the Employer leave without pay and without loss of benefits may be granted to employees who are absent for the purpose of attending Union conventions, seminars, training, and schools. The Union shall give as much notice as possible.

22.4 Extended Leave for Union Business

The management may grant leave of absence to employees who are appointed or elected to Union Office for a period of up to and including one (1) year subject to the operational requirements of the Employer. Further leave of absence may be granted by mutual consent. The employee who obtains this leave of absence shall return to their Employer within thirty (30) days after completion of their term of employment with the Union.

22.5 Pay During Leave for Union Activities

Where a leave without pay has been granted for Union activities, the Employer shall continue the regular wages and benefits of the employee and shall be reimbursed by the Union.

22.6 Maternity/Parental Leave

22.6.1 Maternity Leave

22.6.1.1 Maternity leave shall be granted in accordance with the Employment Standards Act, Part 7 and such leave shall not constitute a break in service.

22.6.1.2 Where an employee on maternity leave is eligible to receive Employment Insurance maternity benefits, the Employer will supplement such benefits to the maximum amount of seventy-five (75%) percent of pay for the employee's regular work schedule for a period of seventeen (17) weeks, including the waiting period before receiving such Employment Insurance benefits.

22.6.1.3 A pregnant employee who requests leave under this subsection is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins:

- a) No earlier than 13 weeks before the expected birth date, and
- b) No later than the actual birth date, and
- c) Ends no later than 17 weeks after the leave begins.

22.6.1.4 An employee who requests leave under this subsection after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.

22.6.1.5 An employee who requests leave under this subsection after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.

22.6.1.6 An employee who requests leave under this subsection is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends under subsection 22.6.1.3, 22.6.1.4 or 22.6.1.5.

22.6.1.7 A request for leave must:

- a) Be given in writing to the Employer,
- b) If the request is made during the pregnancy, be given to the Employer at least 4 weeks before the day the employee proposes to begin leave, and
- c) If required by the Employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection 22.6.1.6.

22.6.1.8 If an employee on leave under subsection 22.6.1.3 or 22.6.1.4 proposes to return to work earlier than 6 weeks after giving birth to the child, the Employer may require the employee to give the Employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

22.6.2 Parental Leave

22.6.2.1 Parental leave shall be granted in accordance with the Employment Standards Act, Part 7 and such leave shall not constitute a break in service.

22.6.2.2 Where an employee on parental leave is eligible to receive Employment insurance parental benefits, the Employer will supplement such benefits to the maximum amount of seventy-five (75%) percent of pay for the employee's regular work schedule for a period of seventeen (17) weeks, including the waiting period before receiving such Employment insurance benefits. The benefit paid by the Employer is limited to the amount an employee would be eligible to receive under 22.6.1.2.

22.6.2.3 An employee who requests leave under paragraph (a), (b), or (d) of this subsection is entitled to,

- a) For a parent who takes leave under section 50 of the Employment Standards Act in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave, which must begin, unless the Employer and the employee agree otherwise, immediately after the end of the leave taken under section 22.6.1.
- b) For a parent, other than an adopting parent who does not take leave under section 22.6.1. in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children,
- c) [Repealed 2011-25-327(c).]
- d) For an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.

22.6.2.4 If the child has a physical, psychological, or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection 22.6.2.3.

22.6.2.5 A request for leave must:

- a) Be given in writing to the Employer,
- b) If the request is for leave under subsection 22.6.2.3 (a) or (b) , be given to the Employer at least 4 weeks before the employee proposes to begin leave, and
- c) If required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

22.6.2.6 An employee's combined entitlement to leave under section 22.6.2 and this section is limited to 78 weeks plus any additional leave the employee is entitled to under section 22.6.2 (22.6.1.6) or subsection (22.6.2.4) of this section.

22.7 General Leave

The Employer may grant leave of absence with or without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer.

22.8 Bereavement Leave

An employee shall be granted leave of absence without loss of pay for the appropriate number of work days to provide the employee with up to six (6) consecutive calendar days, at the time of death or funeral, or immediately upon learning of the death, in the case of death of a marital or common-law spouse, parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, step-sister, step-brother, child, child-in-law, grandparent, and grandchild.

Where the bereavement occurs outside the province, and the employee travels to and from the funeral, such leave shall also include reasonable travel time, up to an additional two (2) days of leave without pay.

In the event of death of an employee's aunt or uncle, the employee shall be entitled to a maximum of two (2) days bereavement leave with pay.

22.9 Education Leave

22.9.1 An employee may be entitled to leave of absence with or without pay and without loss of benefits to upgrade his/her employment qualifications and to write examinations.

22.9.2 Upon written request, the Employer may reimburse an employee for course fees and expenses upon successful completion of such course. Requests should be submitted prior to the commencement of the course.

22.10 Public Office

Regular employees elected to public office shall be allowed leave of absence without loss of seniority during their term of office provided that the Employer is given a minimum of one week's notice in writing of such leave. Subject to the approval of the underwriter, an employee on such leave may elect to maintain insured benefits at no cost to the Employer.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.1 Payment of Wages

Employees shall be paid on a biweekly basis.

23.2 Wage Schedule

It is mutually agreed that the wage rates as outlined in Schedule "A" attached hereto and forming part of this Agreement constitutes the wage rates which shall be paid to employees of the Regional District of Alberni-Clayoquot.

23.3 Pay on Temporary Transfer to a Higher Classification

An employee transferred to a higher classification for more than one (1) hour in a shift shall receive the appropriate rate of pay for that classification for the period so worked. Employees accepting a temporary assignment to a position outside the bargaining unit shall be paid a rate of one hundred and twenty (120%) percent of their basic hourly rate for the duration of the assignment and for all hours so assigned for meetings outside the employee’s regular shift.

23.4 Professional Fees, Certificates, and Licenses

The Employer shall pay professional, certificates and/or license fees for a regular employee who is a member of a professional association(s) or is certified or is licensed. The Employer shall reimburse the fees and cost of sitting examinations or presenting papers as required by the professional association(s). The employee shall be permitted to meet his/her responsibilities in professional association(s) without loss of wages or benefits.

23.5 Travel Expenses

23.5.1 Where an employee is authorized to use his/her personal vehicle for the Employer's business, the following expenses shall be reimbursed to the employee:

23.5.1.2 As dictated by the Board from time to time but no less than the amounts stipulated in the Employee Claim Expense Form dated 2012, whichever is greater;

23.5.1.3 The difference between 'to and from work' automobile insurance and 'business use' automobile insurance.

23.5.1.4 Employees will be entitled to the amounts set out in Sections 22.10.1.2 or the applicable amounts stipulated in the Director’s Remuneration By-Law, whichever is greater.

23.6 Per Diem Rates

Employees required to be away from home overnight or outside the District in the performance of their duties, including attendance at meetings, seminars, lectures, etc., shall be reimbursed for reasonable out-of-pocket expenses and for meals at the following rates:

Breakfast	\$20.00
Lunch	\$30.00
Supper	\$35.00
Overnight	\$20.00

Where an employee is required to be away from home overnight on the Employer's business he/she shall be entitled to the overnight rate.

23.7 In the event the rates specified in 22.10 or 22.11 above are less than the amounts paid to non-Union staff, the higher rate shall be paid.

23.8 Paid On-Call

23.8.1 If and when an employee is requested to carry a pager on weekends and statutory holidays the employee shall receive two (2) hours at the employee's regular rate of pay for each day that the employee does so.

23.8.2 If and when an employee is requested to carry a pager from the end of one workday to the beginning of the next workday during the regular work week Monday to Friday, the employee shall receive one (1) hour's pay at his/her regular rate of pay for each such period that the employee does so.

23.8.3 "Request" under this article 22.13 means the employee has the right to refuse to carry the pager. Employees, who are carrying a pager, are required to perform call-out work for which they are called.

23.8.4 If and when the Employer requests bargaining unit employees to carry a pager, it shall rotate this requirement among those employees who have the required qualifications, skill and ability to perform the work in question, on an equitable basis.

23.9 Overtime Meal

Employees required to work overtime three (3) hours or more shall receive a meal allowance of thirty-five dollars (\$35.00) for each three (3) hour period.

ARTICLE 24 - LEGAL COSTS

The Employer shall pay all legal and court costs as well as judgement costs, if any, for any action or other proceeding initiated against an employee or statutory officer by virtue of the performance of his/her duties.

ARTICLE 25 - ON CALL

In the event that an "on-call provision" is required, it shall be discussed with the employees affected and the Union before implementation without prejudice to their right to grieve.

ARTICLE 26 - RETIREMENT BENEFIT

Employees after ten (10) years of service with the Regional District, shall upon retirement, receive pay for one (1) day at his/her current rate for each full year of service.

ARTICLE 27 - JOB CLASSIFICATION AND RECLASSIFICATION

27.1 Job Reclassifications

When the duties of any job are significantly changed or increased, or when a new job is created or established during the term of this agreement, the rate of pay shall be subject to negotiations between the Employer and Union.

If the parties are unable to agree on the reclassification and/or the rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

27.2 Job Descriptions

Without prejudice to the Employer's right to determine job content, the Employer agrees to draw up job descriptions for all positions for which the Union is the bargaining agent.

ARTICLE 28 - BENEFITS

28.1 Premiums

The Employer agrees to pay one hundred (100%) percent of the premiums of the following programs on behalf of the employee:

28.1.1 Extended Health Care Plan

Reimbursement for all medical expenses incurred by an employee or an employee's dependant that are not covered by public Medicare programs up to a lifetime maximum of one million dollars (\$1,000,000.00) per individual claimant. The Extended Health Benefit Plan shall include direct billing.

The following services shall be provided in the employees Extended Health Care Plan. Employees shall have a coverage of five hundred dollars (\$500.00) per family member per year for each of the following practitioners:

- Acupuncturist
- Chiropractor
- Naturopath
- Massage
- Physiotherapy
- Podiatrist
- Psychologist
- Speech Language Pathologist

28.1.2 Medical Services Plan

Provision of primary health services such as Doctor's fees, hospitalization, and outpatient services free of charge.

28.1.3 Comprehensive Dental Care Benefits Plan

- One hundred percent (100%) reimbursement of expenses arising out of primary dental care;
- Fifty percent (50%) reimbursement of costs related to prosthetics, appliances, crowns, and bridgework;
- Fifty percent (50%) reimbursement of orthodontic costs up to a lifetime maximum of five thousand dollars (\$5,000) per individual claimant.

28.1.4 Vision Coverage

Reimbursement for eyeglasses up to a maximum of six hundred (\$600) dollars biannually, and reimbursement for eye examinations to a maximum of one hundred and fifty dollars (\$150) biannually.

28.1.5 Employee and Family Assistance Plan

Personal and/or family counselling on domestic, financial and substance abuse problems free of charge.

28.2 Long Term Disability Plan

The Employer shall administer a Union approved Long Term Disability Plan, of which the employee shall pay one hundred (100%) percent of the premiums. This benefit to commence after ninety (90) days of total disability and provide an employee with sixty-six and two thirds (66 2/3 %) percent of his/her monthly income up to a maximum of twenty-five hundred (\$2,500) dollars or such other maximum amount as may be requested by the Union, until recovery or age sixty-five (65), whichever comes first.

28.3 Life Insurance Premiums

The Employer agrees to pay one hundred percent (100%) of the premiums for the Life Insurance and Accidental Death and Dismemberment Insurance, providing two (2x) times annual salary Life and Accidental Death coverage.

28.4 Municipal Pension Plan

All employees shall be covered by the terms of the "Municipal Pension Plan" if qualified.

28.5 Employees on Leave/LOU

Employees, who are on an unpaid leave of absence for a maximum of sixty (60) consecutive days shall continue to be covered under Article 27.6.2 (MSP coverage) and the following Pacific Blue Cross insured benefit plans: Extended Health Benefits – Article 27.6.1; Dental Care – Article 27.6.3; Vision Care – Article 27.6.4; and Group Life Insurance – Article 27.8 provided the Carrier’s plan permits life insurance to continue in such circumstances. Employees, who are on an unpaid leave of absence for more than sixty (60) consecutive days may maintain their coverage under the above benefit plans, provided that the Carrier, at its sole discretion, permits such coverage to be maintained and provided further that the employee pays one hundred percent (100%) of the cost to maintain such coverage, before commencing the leave by way of post-dated cheques payable to the Employer. The employee must comply with any condition placed on the continuation of benefit coverage by the Carrier, as a condition of such coverage being maintained.

The Union is prepared to enter into an LOU with the Employer to investigate Benefit Carriers.

28.6 Part-Time Employees

Regular Part Time employees whose normal work schedule is less than seventeen point (17.5) five hours per week or nine hundred and ten (910) hours per year shall not be eligible for welfare and insurance benefits outlined above and in lieu shall receive a premium of five percent (5%) of their hourly base rate.

28.7 Disputed Claims

In the event of a disputed claim arising between an employee or eligible dependent and an underwriter of any of the foregoing benefits, the respective insurance policy shall govern and the Employer shall not be held liable and such disputes shall not be subject to the grievance procedure, but shall be subject to appeal to the carrier. The Employer shall not approach the carrier(s) for the purposes of reducing the benefits available under the welfare benefits set out in this article without first discussing and reaching mutual agreement with the Union on such change(s). This does not apply to changes to welfare benefit plans made unilaterally by the carrier(s).

ARTICLE 29 – HEALTH AND SAFETY

29.1 Safety Committee

The Union shall appoint its members to the Safety Committee to be established under the Industrial Health and Safety Regulations of the Workers’ Compensation Board of British Columbia.

29.2 No Discipline for Refusal

No employee shall be disciplined for refusal to work on a job, or handle equipment, which is unsafe.

29.3 Investigation

The Committee shall investigate and report as soon as possible on the nature and causes of work accidents or injuries, in compliance with the Workers' Compensation Board Regulations.

29.4 Workers' Compensation Benefits

Where an employee qualifies for Workers' Compensation benefits as a result of injuries sustained in discharging duties on behalf of the Employer, the employee shall:

- 29.4.1 Turn over to the Employer all wage loss compensation received from the Workers' Compensation Board during the period specified in Article 29.4.2 below; and
- 29.4.2 Receive full pay and benefits for the period of compensation or the duration of his sick leave credits whichever is less; and
- 29.4.3 Accrue sick leave and vacation credits; and
- 29.4.4 Be deducted twenty-five (25%) percent of a day's sick leave (rounded to the nearest quarter (¼) hour) for each day of absence from work.

29.5 Application

This Article shall apply for a period of the employee's sick leave credits, thereafter the employee will receive benefits direct from the Workers' Compensation Board.

29.6 Safety Equipment

- 29.6.1 The Employer shall provide safety equipment as required by the Workers' Compensation Board regulations.
- 29.6.2 Where the Employer specifies safety boots as required equipment, employees will be reimbursed to a maximum of two hundred (\$200) dollars per annum.
- 29.6.3 To maintain the health and safety of outside workers, the Employer shall provide work gloves, rain gear and steel toe/shank rubber boots for each employee working outside.

ARTICLE 30 – CONTRACTING OUT

The Employer shall not subcontract where it would result in the lay-off of bargaining unit employees.

ARTICLE 31 – GENERAL CONDITIONS

31.1 Technological Change

Where technological change is likely to affect the terms and conditions or security of employment of a significant number of employees the Employer shall:

31.1.1 Give notice to the Union at least ninety (90) days before implementing the change stating the nature of the change, the employees affected and the effective date, and

31.1.2 Discuss the proposed change with the Union in an effort to minimize any potential negative impact on bargaining unit members.

31.2 Bulletin Boards

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

31.3 Plural or Feminine Terms May Apply

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

31.4 Time Limits

Wherever time limits are set out in this Agreement, same may be amended by mutual agreement of the Parties in writing.

ARTICLE 32 – TERM OF AGREEMENT

32.1 Duration

This Agreement shall be binding and remain in full force and effect from July 1, 2023 until June 30, 2026 and shall continue from year to year thereafter unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

32.2 Changes in Agreement

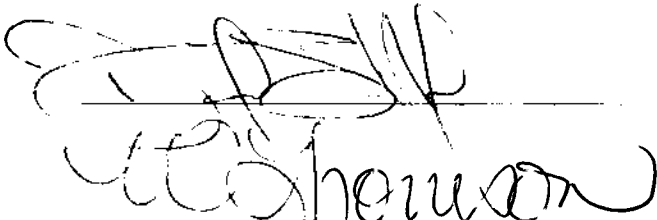
Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement. Any such changes shall be by Memorandum of Agreement attached to and forming part of this Collective Agreement.


32.3 Notice of Changes

Either party desiring to propose changes to this Agreement shall prior to the expiration of the Agreement, give notice in writing to the other party of the changes proposed. Within five (5) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

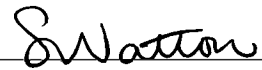
IN WITNESS WHEREOF the Seal of the Employer has been hereunto affixed, attested by the hands of its proper officers in that behalf and has been executed by the duly authorized Officers of the Union, this 1st day of November 2023.


SIGNED ON BEHALF OF THE EMPLOYER:
Alberni-Clayoquot Regional District

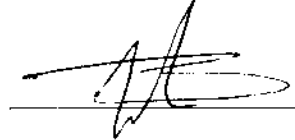





SIGNED ON BEHALF OF THE UNION:
Canadian Union of Public Employees, Local 118







RO/cf 

SCHEDULE A – WAGES

POSITION	01-Jul-22	01-Jul-23	01-Jul-24	01-Jul-25
WAGE INCREASE	2.50%	4.00%	3.50%	3.50%
Accountant	\$44.13	\$45.90	\$47.51	\$49.17
Accounting Clerk	\$34.95	\$36.35	\$37.62	\$38.94
Administrative Assistant	\$33.54	\$34.88	\$36.10	\$37.36
Airport Maintenance & Admin. Coordinator	\$37.97	\$39.49	\$40.87	\$42.30
Airport Maintenance Specialist	\$37.97	\$39.49	\$40.87	\$42.30
Airport Operations Assistant	\$31.50	\$32.76	\$33.91	\$35.10
Airport Project Planner	\$42.78	\$44.49	\$46.05	\$47.66
Asset Management & Grant Coordinator	\$44.13	\$45.90	\$47.51	\$49.17
Assistant Accountant	\$37.47	\$38.97	\$40.33	\$41.74
Building Inspector/Property Maintenance Coordinator	\$43.93	\$45.69	\$47.29	\$48.95
Building Inspector/Building Bylaw Enforcement Officer	\$42.04	\$43.72	\$45.25	\$46.83
Bylaw Enforcement Officer	\$37.76	\$39.27	\$40.64	\$42.06
Casual On-Call Office Helper	\$24.44	\$25.42	\$26.31	\$27.23
Clerk/Typist	\$29.07	\$30.23	\$31.29	\$32.39
Communications Coordinator	\$40.55	\$42.17	\$43.65	\$45.18
Community Services Assistant	\$36.38	\$37.84	\$39.16	\$40.53
GIS & Mapping Technician	\$38.44	\$39.98	\$41.38	\$42.83
Information Technology Technician	\$40.55	\$42.17	\$43.65	\$45.18
Junior Planner/Bylaw Enforcement Officer	\$40.55	\$42.17	\$43.65	\$45.18
Labourer	\$29.40	\$30.58	\$31.65	\$32.76
Land & Resources Coordinator	\$45.16	\$46.97	\$48.61	\$50.31
Maintenance Technician	\$37.97	\$39.49	\$40.87	\$42.30
Maintenance Worker	\$36.68	\$38.15	\$39.49	\$40.87
Operations Assistant	\$31.50	\$32.76	\$33.91	\$35.10
Planner	\$45.16	\$46.97	\$48.61	\$50.31
Planning Assistant	\$36.38	\$37.84	\$39.16	\$40.53
Planning Technician/Bylaw Enforcement Officer	\$38.08	\$39.60	\$40.99	\$42.42
Procurement Coordinator	\$44.13	\$45.90	\$47.51	\$49.17
Protective Services Coordinator	\$39.08	\$40.64	\$42.06	\$43.53
Public Works Coordinator	\$42.78	\$44.49	\$46.05	\$47.66
Senior Building Inspector	To be negotiated if this position is activated by the Employer			
Solid Waste Coordinator	\$38.08	\$39.60	\$40.99	\$42.42
Solid Waste Project Coordinator	\$45.16	\$46.97	\$48.61	\$50.31
Water Utilities Leadhand	\$40.55	\$42.17	\$43.65	\$45.18
*Temporary Summer Student/Sproat Lake Marine Patrol	\$16.04	\$17.42	\$18.03	\$18.66
Temporary Summer Student (Lead Hand)	\$18.17	\$18.90	\$19.56	\$20.24

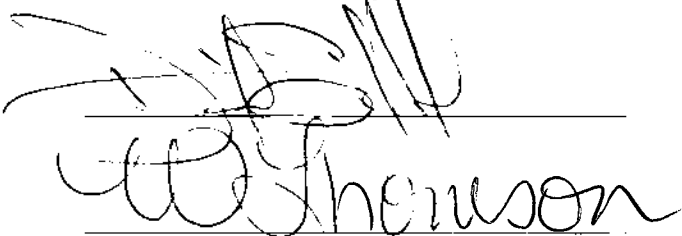
LETTER OF UNDERSTANDING #1
BETWEEN
C.U.P.E. 118
AND
THE REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT

Re: Building Inspector Certification Renewal

Recognizing changes to the *Building Act* which requires building inspectors to be certified through Building Officials Association of British Columbia (BOABC), the Employer and Union agree that new hires for building inspector positions with the Regional District of Alberni-Clayoquot are required, as a condition of employment to write and pass the BOABC Level 1 Exam within one year of their date of hire. If they do not write and pass the BOABC Level 1 exam within one year, their employment will be terminated.

Dated at Port Alberni this 1st day of November, 2023.


SIGNED ON BEHALF OF THE EMPLOYER:
Alberni-Clayoquot Regional District

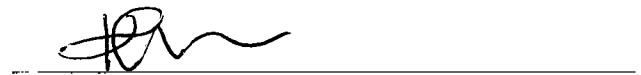


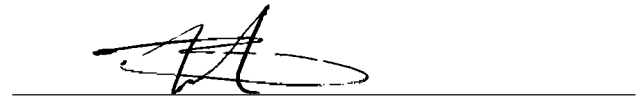
W. Thomson

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SIGNED ON BEHALF OF THE UNION:
Canadian Union of Public Employees, Local 118



S. Watson




**LETTER OF UNDERSTANDING #2
BETWEEN
C.U.P.E. 118
AND
THE REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT**

Re: **Flex Time**

The Union and the Employer agree to implement a nine (9) day fortnight work schedule.

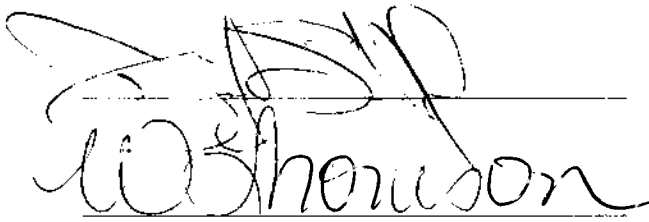
Employees will be required to work seven hours and forty-five minutes each day for nine (9) days in a two (2) week time period.


One (1) day each two (2) week cycle will be off. The start time, stop time, lunch and rest periods may be staggered within the hours of work stipulated in Article 17.

This Letter of Understanding will be in effect from July 1, 2023 to June 30, 2026. This Letter shall expire automatically unless it is renewed by the parties at that time.

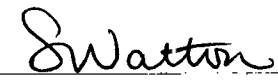
Dated at Port Alberni this 1st day of November, 2023.


SIGNED ON BEHALF OF THE EMPLOYER:
Alberni-Clayoquot Regional District






SIGNED ON BEHALF OF THE UNION:
Canadian Union of Public Employees, Local 118







**LETTER OF UNDERSTANDING #3
BETWEEN
C.U.P.E. 118
AND
THE REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT**

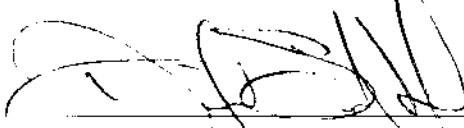
Re: Long Term Disability (LTD) Plan


The Union and the Employer shall review the terms of the LTD Plan after completion of collective bargaining to ensure that time spent on the LTD meets the requirements for inclusion as pensionable service. The Plan will be amended as necessary to ensure this outcome.


The Parties agree that during the term of this Collective Agreement the union will be entitled to look at other LTD providers and, if the LTD provider is more acceptable to the Union, replace the present LTD provider, provided no additional costs to the Employer are incurred. Article 27.7 remains in the Collective Agreement unchanged.

Dated at Port Alberni this 1st day of November, 2023.


**SIGNED ON BEHALF OF THE EMPLOYER:
Alberni-Clayoquot Regional District**

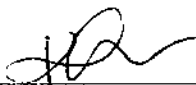


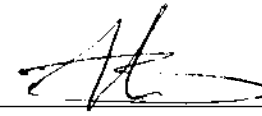




**SIGNED ON BEHALF OF THE UNION:
Canadian Union of Public Employees, Local 118**







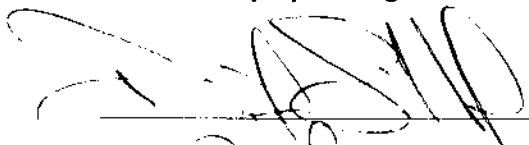
**LETTER OF UNDERSTANDING #4
BETWEEN
C.U.P.E. 118
AND
THE REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT**

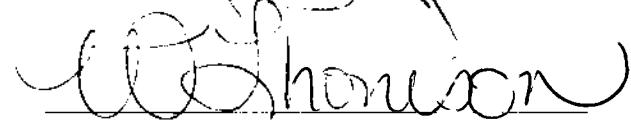
Re: Employee Fitness


Following the conclusion of negotiations, the Union and the Employer agree to jointly investigate the possibility of achieving a reduced cost rate (e.g., utilizing a group or corporate rate) at the City of Port Alberni or private fitness centers.

Dated at Port Alberni this 1st day of November, 2023.

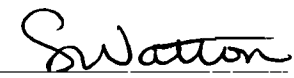
**SIGNED ON BEHALF OF THE EMPLOYER:
Alberni-Clayoquot Regional District**









**SIGNED ON BEHALF OF THE UNION:
Canadian Union of Public Employees, Local 118**







**LETTER OF UNDERSTANDING #5
BETWEEN
C.U.P.E. 118
AND
THE REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT**

Re: Administration of Casuals

For the term of the Collective Agreement, there shall be no more than four (4) Casual Employees on the Casual List for possible call out to work in the office at 3008 Fifth Ave, Port Alberni and no more than (4) outside Casual Employees who regularly work outside of the office.

In administering the use of Casual Employees under Article 1.6 from its date of agreement ratification to June 30, 2023, the employer endeavors to:

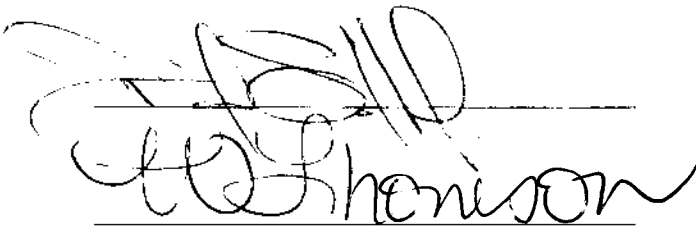
1. Provide hours to Casuals, if available and if there is work, to maintain training. While not obligated to schedule casual hours in order of hire date, the Employer will give consideration to hire date as a factor;
2. Provide an updated list of Casuals including hire date and hours worked at each quarterly Labour Management meeting;
3. If an employee is removed from the casual list, the Employer will, within seven (7) days, provide an updated list to the shop steward.


IN WITNESS WHEREOF THE Seal of the Employer has been hereunto affixed, attested by the hands of its proper officers in that behalf and has been executed by the duly authorized Officer of the Union,

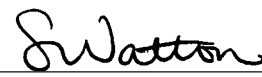
Dated at Port Alberni this 1st day of November, 2023.

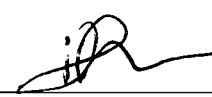
SIGNED ON BEHALF OF THE EMPLOYER:
Alberni-Clayoquot Regional District


SIGNED ON BEHALF OF THE UNION:
Canadian Union of Public Employees, Local 118











**LETTER OF UNDERSTANDING #6
BETWEEN
C.U.P.E. 118
AND
THE REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT**

Re: Hours – Permanent Full-Time Airport Maintenance Specialist Position

The Union and the Employer agree to modify the terms of the Collective Agreement to enable the Employer to modify the hours and days of work for the permanent full-time Airport Maintenance Worker position as follows:

Article 17.7 Regular Daily Hours

17.1.1 The regular daily hours shall not commence before 7:00 am nor finish later than 5:30 pm. No seven (7) hour schedule shall be spread over a period longer than (8) hours, with one (1) hour off for lunch except when mutually agreed upon.

17.1.2 The regular weekly hours shall consist of five (5) days as follows:


- During the training period, the regular work week shall consist of (5) days from Monday through Friday.
- Following the training period, the regular work week shall consist of five (5) consecutive days followed by 2 days of rest, for a total of thirty-five (35) hours per week.

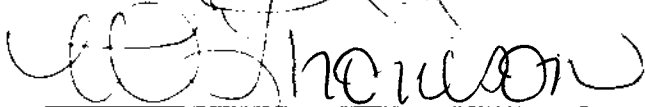
This Letter of Understanding will be in effect as of September 1, 2018.


Dated at Port Alberni this 1st day of November, 2023.

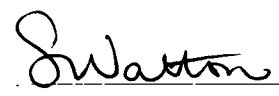
SIGNED ON BEHALF OF THE EMPLOYER:
Alberni-Clayoquot Regional District


SIGNED ON BEHALF OF THE UNION:
Canadian Union of Public Employees, Local 118














LETTER OF UNDERSTANDING #7
BETWEEN
C.U.P.E. 118
AND
THE REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT

Re: Hours – Protective Services Coordinator Position

The Union and the Employer agree to modify the terms of the Collective Agreement to enable the Employer to modify the hours of work for the Protective Services Coordinator position as follows:

Effective January 28, 2021:

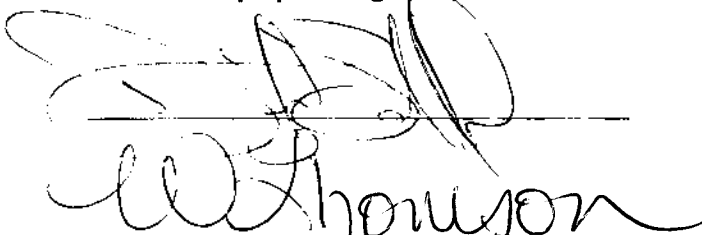
- The regular daily hours for the Protective Services Coordinator position shall not commence before 8:00 A.M. nor finish later than 5:30 P.M. Once per month, for the months of September through June, the regular daily hours will be varied to not commence before 10:30 A.M. nor finish later than 8:00 P.M. No seven (7) hour schedule shall be spread over a period longer than eight (8) hours, with one (1) hour off for lunch except when mutually agreed upon.
- This position will work straight time once per month in the evening during the months of September through June to attend ESS Volunteer Meetings. Volunteer meetings will be scheduled in advance and will be held consistently on the same weekday and same week of the month, except when mutually agreed upon.


This will be a one-time, non-precedent setting occurrence due to operational requirements for the delivery of Emergency Support Services.

This Letter of Understanding will be in effect from January 28, 2021 to June 30, 2026.


Dated at Port Alberni this 1st day of November 2023.

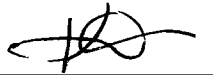
SIGNED ON BEHALF OF THE EMPLOYER:
Alberni-Clayoquot Regional District

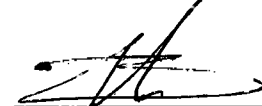




SIGNED ON BEHALF OF THE UNION:
Canadian Union of Public Employees, Local 118







**LETTER OF UNDERSTANDING #8
BETWEEN
C.U.P.E. 118
AND
THE REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT**

Re: Building Inspector/Building Bylaw Enforcement Officer Positions

The Union and the Employer agree to modify the terms of the Collective Agreement to modify the positions in Schedule A as follows:

POSITION	July 1 2022	July 1 2023	July 1 2024	July 1 2025
WAGE INCREASE	2.50%	4.00%	3.50%	3.50%
Building Inspector/Building Bylaw Enforcement Officer Level 1	\$42.04	\$43.72	\$45.25	\$46.83
Building Inspector/Building Bylaw Enforcement Officer Level 2	\$43.93	\$45.69	\$47.29	\$48.95
Building Inspector/Building Bylaw Enforcement Officer Level 3	\$44.65	\$46.44	\$48.07	\$49.75

The Parties further agree:

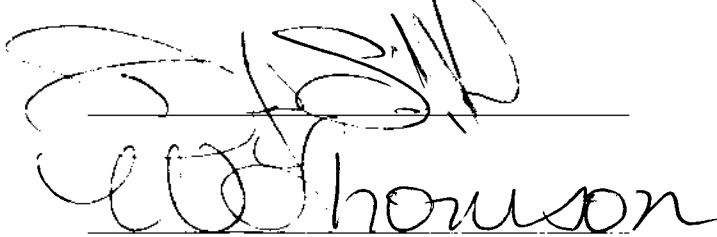
1. The rate of pay for each of the 3 Building Inspector/Building Bylaw Enforcement Officer positions is sufficient without any additional premium to compensate for a component of Property Maintenance Coordinator based on the significant knowledge, skills, and qualifications required to be a qualified Building Inspector.
2. Notwithstanding paragraph 1 above, the Union and Employer agree to a transition period where the employee in the Building Inspector/Property Maintenance Coordinator position on the date of signing this Letter of Understanding will continue at that rate of pay in Schedule A to the collective agreement for that position (noting that it is equivalent to the Building Inspector/Bylaw Enforcement Officer Level 2) and will continue to do so in the event that the Employee gains his Level 2 Building Inspector qualification.
3. If Property Maintenance Coordinator duties are combined with some other position within the collective agreement, the rate of pay for that combined position will be established in accordance with the Collective Agreement (particularly Article 27).
4. The Employer retains the right to post positions to meet its operational needs in accordance with the provisions of the Collective Agreement and is therefore not bound to automatically pay a higher-level building inspector rate to an employee solely by virtue of an employee earning a higher-level building inspector certification.

5. An employee may ask for a letter from the Employer to confirm the willingness and the intention of the Employer to re-classify a building inspector to a higher level upon completion of the higher-level certification and the Employer agrees to be bound by that letter if one is issued.


This Letter of Understanding will be in effect as of April 26, 2021.

Dated at Port Alberni this 1st day of November, 2023.

SIGNED ON BEHALF OF THE EMPLOYER:
Alberni-Clayoquot Regional District




C. W. Thomson

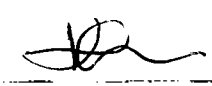



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SIGNED ON BEHALF OF THE UNION:
Canadian Union of Public Employees, Local 118



S. Watton





**LETTER OF UNDERSTANDING #9
BETWEEN
C.U.P.E. 118
AND
THE REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT**

Re: Creation of a Temporary/Full-Time Fire Smart Coordinator Position

The Union and the Employer agree to modify the terms of the Collective Agreement as follows:

Article 1.3 Temporary Employee be amended to enable the Employer to extend the length of this temporary employee from six (6) months to nine (9) months in order to hire a temporary/full-time Fire Smart Coordinator as follows:

Hours:	35-hours per week
Pay Rate:	\$39.60 per hour (2023 rates)
Term:	9 months
Benefits:	16% in lieu of benefits as per Articles 1.5 and 20.6 of the Collective Agreement for Temporary Employees

This Letter of Understanding is a one-time, non-precedent setting occurrence based on grant funding received by the Employer to hire a temporary CUPE position for nine (9) months in order to coordinate and implement the Fire Smart Program in the Regional District.

This Letter of Understanding will be in effect from March 21, 2022 to January 31, 2026.

Dated at Port Alberni this 1st day of November, 2023.

**SIGNED ON BEHALF OF THE EMPLOYER:
Alberni-Clayoquot Regional District**

**SIGNED ON BEHALF OF THE UNION:
Canadian Union of Public Employees, Local 118**

**LETTER OF UNDERSTANDING #10
BETWEEN
C.U.P.E. 118
AND
THE REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT**

Re: Operations Assistant

The Union and the Employer agree to modify the terms of the Collective Agreement to enable the Employer to modify the hours of work for the new permanent full-time Operations Assistant position as follows:

Article 17.1 Regular Daily Hours

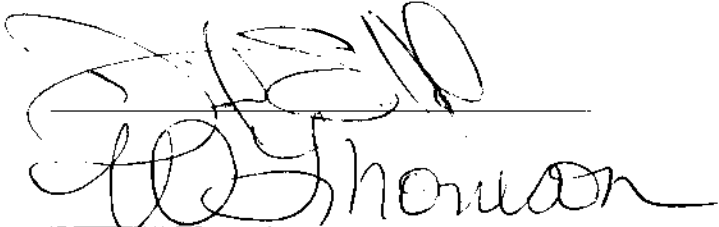
- 17.1.3 The regular weekly hours for the Operations Assistant shall consist of (5) days from Monday to Friday inclusive for a total of thirty-five (35) hours per week.


This Letter of Understanding will be in effect July 3, 2022.

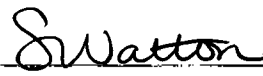
Dated at Port Alberni this 1st day of November, 2023.


**SIGNED ON BEHALF OF THE EMPLOYER:
Alberni-Clayoquot Regional District**

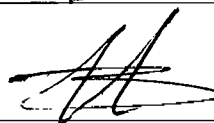
**SIGNED ON BEHALF OF THE UNION:
Canadian Union of Public Employees, Local 118**











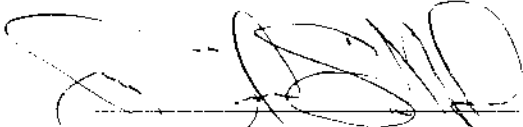
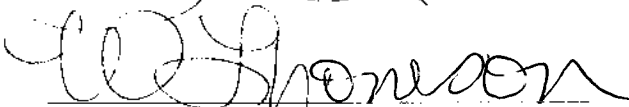

LETTER OF UNDERSTANDING #11
BETWEEN
C.U.P.E. 118
AND
THE REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT

Re: Grant Employee

- a) An employee hired through funding which is provided, in whole or in part, by the Government or by a non-profit organization.
- b) The employment of a grant employee shall not result in the layoff of a regular Employee.
- c) Prior to the employment of a grant employee, the Employer will provide the Union with information, in writing, setting out the specifics of the grant program, the amount of funding received, the particulars of the work assignment, the length of the program, and the rate of pay.
- d) A grant employee shall not accrue seniority.

Dated at Port Alberni this 1st day of November, 2023.

SIGNED ON BEHALF OF THE EMPLOYER:
Alberni-Clayoquot Regional District

SIGNED ON BEHALF OF THE UNION:
Canadian Union of Public Employees, Local 118

