

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**COLUMBIA SHUSWAP REGIONAL DISTRICT**

**(CSRD)**



**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL NO 1908**



**JANUARY 1, 2021 – DECEMBER 31, 2025**



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**AGREEMENT BETWEEN:**

**THE COLUMBIA SHUSWAP REGIONAL DISTRICT,**  
(hereinafter called the "Employer")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1908,**  
Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour  
Congress  
(hereinafter called the "Union")

**PREAMBLE**

WHEREAS it is the desire of both parties to this Agreement:

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

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

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

**ARTICLE 1 RECOGNITION AND NEGOTIATIONS**

**1.01 Recognition**

The Employer or anyone authorized to act on its behalf recognizes the Union, Local 1908, as the sole collective bargaining agency for its employees classified and covered by this Agreement as set forth in Schedule "A", and hereby consents and agrees to negotiate with the Union and its authorized committee thereof, in all matters affecting the relationship between the parties to this Agreement.

**1.02 Work of the Bargaining Unit**

It is further agreed that, except for incidental or emergent situations or except for employees of a bona fide contractor who are not in the bargaining unit for which the Union is certified, any person whose classification is not covered by the Agreement shall not perform work that is normally done by those employees who are deemed to be within the bargaining unit for which the Union is certified.

### **1.03 No Interference**

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

### **1.04 Management Rights**

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

## **ARTICLE 2 EMPLOYEE CATEGORIES**

### **2.01 Employee**

For the purposes of the Collective Agreement, and these definitions, a person in the bargaining unit who has a signed confirmation of employment and receives remuneration.

### **2.02 Full Time Employee**

A person who works regularly scheduled full-time shifts (35-40 hours per week).

### **2.03 Part Time Employee**

A person who works fewer regularly scheduled hours per week than a full time employee.

### **2.04 Probationary Employee**

A newly hired employee appointed to a full time, part time, seasonal or term position.

### **2.05 Term Employee**

A person employed for a full time or part time assignment with a defined start and end date of no longer than one year unless extended by mutual agreement between the employer and union.

Term employees accumulate seniority proportionate to regular hours worked and are entitled to benefits as outlined in the Collective Agreement where applicable.

### **2.06 Seasonal Employee**

A person who is hired annually for recurring periods of work of less than 12 months duration, during a calendar year.

Seasonal employees accumulate seniority proportionate to regular hours worked and are entitled to benefits as outlined in the Collective Agreement where applicable.

### **2.07 Student Employee**

A person who is employed for a defined period of time who is currently attending school, college or university and intends to return to their studies in the subsequent academic year or is enrolled in co-op education program.

## **2.08**

### **Relief Employee**

The Employer may maintain a list of up to seven (7) Relief Employees. Relief employees may be called to work on by the Employer on an as-needed basis to cover:

- a) Approved leaves of absence including flex days, illness, accident, or vacation;
- b) Short-term vacancies resulting from the hiring procedure. In accordance with that article, relief postings to fill short-term vacancies will not exceed 50 calendar days; and
- c) Extra project hours that are temporary (fewer than 10 working days) in nature.

Any position occupied by a relief employee shall be assumed by the person normally holding the position upon their return from leave or by the successful candidate following the hiring procedure.

Relief employees shall:

- a) Accrue seniority in accordance with Article 8.05;
- b) Serve a probationary period equal to four hundred twenty (420) hours worked.
- c) Be called in to work in seniority order.
- d) Be paid at the rate for the hours they work in each classification.

## **ARTICLE 3**

### **RESPECTFUL WORKPLACE**

#### **3.01**

#### **No Discrimination**

The Employer and its agents agree that there should be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, termination, discipline, dismissal, layoff or otherwise by reason of the race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person, or by reason for their membership in a labour union, or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

The foregoing does not apply:

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

#### **3.02**

#### **Harassment**

The Employer and the Union recognize the right of employees to work in an environment free from all harassment and agree to cooperate in attempting to resolve

in a confidential manner any complaints of harassment which may arise in the workplace.

Harassment may occur in several different forms in the workplace or as a result of working relationships.

Discrimination and harassment relates to any of the prohibited grounds contained in the BC Human Rights Code. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintentional, unsolicited or unwelcome, which ought to reasonably be known to be inappropriate, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

This Article does not preclude an employee from filing a complaint under the BC Human Rights Code. In the event the employee does initiate a complaint pursuant to the Human Rights Code, the Employer and the Union may agree to delay the implementation of recommendations resulting from the investigation pending the outcome of that complaint.

An employee who files a written complaint which is found by the Employer to be frivolous, vindictive or vexatious may be subject to disciplinary action. It is recognized that false or malicious complaints may damage the reputation of, or be unjust to, other employees and/or the Employer and therefore the complainant may be subject to disciplinary action.

No employee shall be subject to reprisal or discipline as a result of filing a bona fide complaint of harassment.

a) Workplace Harassment

- i) The Employer will maintain a work environment that is free from harassment and discrimination where all employees are treated with respect and dignity.
- ii) Reasonable supervision and direction of employees is not considered harassment.
- iii) Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

b) Personal Harassment

Personal harassment takes place when a person acts in a manner which serves no legitimate work purpose and which ought to reasonably be known to be or would generally be considered by a reasonable person to be inappropriate.

c) Sexual Harassment

Sexual harassment is any sexually-oriented conduct – verbal, physical, or by innuendo, when:

- i) Submission to such conduct becomes either explicitly or implicitly a term or condition of employment;
- ii) Submission to or rejection of such conduct is used as a basis for employment decisions;
- iii) Such conduct has a purpose or effect of interfering with work performance; or

- iv) Such conduct creates an intimidating, hostile, or offensive working environment. This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees, who have reached the age of majority.

### **3.03 Procedures**

The employer and the Union shall receive all complaints of harassment seriously, and shall work to ensure that they are resolved quickly, confidentially and fairly. At any meeting with the Employer in this regard, the complainant may be accompanied by a representative of the Union and/or the Union's National Representative. In the event that the Union deems that the complaint of harassment is not being addressed effectively or, in the event that the issue remains unresolved after review by the Employer, the Union may refer the matter at Step 2 of the Grievance Procedure.

### **3.04 No Violence**

All personnel have the right to work without violence or threats of violence. Any complaints, misconduct or occurrences will be dealt with in accordance with the District's policy.

## **ARTICLE 4 UNION SECURITY**

### **4.01 All Employees to be Members**

Every new employee shall, within thirty (30) days after the commencement of their employment, apply for and maintain membership in the Union as a condition of employment.

## **ARTICLE 5 CHECKOFF OF UNION DUES**

### **5.01 Checkoff of Union Dues**

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

### **5.02 Deductions**

Deductions shall be made from the payroll on a bi-weekly basis for all employees, and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) day of the month following, accompanied by a list of the names of all negotiable employees from whose wages the deductions have been made.

## **ARTICLE 6 THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES**

### **6.01 Copy of Agreement**

The Employer agrees to supply new employees, covered in Schedule "A", with a copy of this Agreement and to draw their attention to the conditions of employment set out in Articles 4 and 5 dealing with Union Security and Dues Check Off.

### **6.02 Revised Copies of the Collective Agreement**

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

## **ARTICLE 7 LABOUR MANAGEMENT NEGOTIATIONS**

### **7.01 Bargaining Committee**

A bargaining committee shall be appointed. The function of the bargaining committee shall be to discuss the renewal of the collective agreement. The Union shall advise the Employer of the Union nominees to the Committee.

### **7.02 Representatives**

The Union shall have the right at any time to have the assistance of representative(s) of the Canadian Union of Public Employees when dealing with or negotiating with the Employer.

### **7.03 Meeting of the Bargaining Committee**

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

### **7.04 Time Off For Meetings**

In the event a meeting of the Bargaining Committee is scheduled during normal working hours, any two (2) representatives of the Union on the Bargaining Committee who are employees of the Employer may attend without loss of remuneration.

### **7.05 Joint Labour Management Committee**

A Joint Labour Management Committee will be established and maintained.

#### **a) Representation**

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

b) Establishing a Joint Labour Management Committee

- i) The Employer and the Union agree to establish a Joint Labour Management Committee comprised of, at minimum, two (2) Union representatives and two (2) Employer representatives plus the Union President. The parties may mutually agree to increase the size of the Committee up to a maximum of three (3) union representatives and three (3) Employer representatives. Either party may call upon additional persons for technical information or advice.
- ii) An Employer representative and a Union representative shall be designated as Joint Chairpersons and shall alternate in presiding over meetings.
- iii) The Committee shall meet quarterly or as mutually agreed. Either party may also request that a special meeting be convened, in which case the Joint Chairpersons shall arrange a mutually agreeable date for such a meeting. However, when a special meeting has been requested by either party, the meeting must be held not later than six (6) calendar days after the request has been given, unless otherwise mutually agreed.
- iv) Employees shall not suffer any loss of basic pay for time spent on this Committee.

c) Function of the Joint Labour Management Committee

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

d) Purpose of Joint Labour Management Committee Meetings

The purpose of the meetings shall be to:

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

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

Meetings shall follow an agenda. Notice of items for the agenda shall be submitted to the other party, four (4) working days prior to any meeting. Amendments to the agenda shall be made by mutual agreement.

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

Minutes shall be taken at each meeting of the Committee. Once approved, the minutes shall be signed by the Joint chairpersons and be provided to the Union and the Employer.

**ARTICLE 8 SENIORITY**

**8.01 Seniority Defined**

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

**8.02 Seniority List**

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. In order to expedite the resolution of any potential grievance, the employer shall provide the union with an updated list, upon request.

**8.03 Case of Equality in Employees' Service Date**

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

**8.04 Seniority for New Employees (Probation)**

The probationary period for newly hired employees shall be four hundred twenty (420) regular hours worked from the date of hire. After satisfactory completion of the probation period an employee shall acquire seniority effective from the original date of employment. The parties may mutually agree to extend the probation period for an additional period not to exceed four hundred twenty (420) regular working hours.

**8.05 Seniority for Part Time Employees**

A part time employee works less than the fully prescribed hours of work on a recurring or scheduled basis. Seniority for part time employees shall be pro-rated. Part time seniority is calculated by dividing actual hours worked by the normal annual working hours of one thousand eight hundred and twenty (1820).

**8.06 Seniority During Absence**

- a) Except as provided in subsection (b) an employee shall not lose their seniority if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.
- b) An employee shall lose seniority in the event:
  - i) They are discharged for just cause and is not reinstated;

- ii) They resign;
  - iii) They are absent from work in excess of three (3) working days without notifying the Employer unless such notice was not reasonably possible;
  - iv) After a layoff, they fail to return to work within seven (7) calendar days, after being notified to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address;
  - v) After a layoff of one (1) year;
  - vi) After an absence of twenty-four (24) months because of sickness, accident or approved leave of absence and provided the prognosis is negative, and that the position necessitates filling.
- c) When an employee loses their seniority, their right to continue employment shall cease. In the event of re-employment, such person shall start as a new employee and their right to seniority and other benefits based upon their length of service with the Employer shall be calculated from the date of re-employment.

**8.07 Permanent Transfer and Seniority Outside the Bargaining Unit**

Employees promoted or transferred to supervisory or other non-union positions not subject to this Agreement shall retain their seniority in the bargaining unit for a period of twelve (12) months from the date of appointment after which their seniority will not be retained.

**ARTICLE 9 LAYOFFS AND REHIRINGS**

**9.01 Layoffs and Rehiring Procedure**

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

**9.02 Notice of Layoff**

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

**9.03 Emergent or Short Term Work**

When emergent or short term work of less than five (5) working days occurs, the Employer may recall employees out of order of seniority.

## **ARTICLE 10 PROMOTIONS AND STAFF CHANGES**

### **10.01 Written Notice**

Prior to filling any staff changes or promotions covered by the terms of this Agreement, the Employer shall post notice on all bulletin boards for a minimum of five (5) working days in order that all members will know about the position and be able to make written application therefore. Employees on layoff or approved leave of absence will be notified by the Employer directly via email, telephone or regular mail. It will remain the Employee's responsibility to ensure the Employer has up-to-date contact information. Such notice shall contain the following information: nature of position, required knowledge and education, ability and skills, shift, wage and salary rate or range. Copy of the notice shall also be sent to the Secretary of the Union. Such vacancy or new position shall not be permanently filled until five (5) working days have elapsed after the posting of such notice.

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

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

### **10.03 Method of Making Appointments**

The Employer and the Union recognize that job opportunity should increase in proportion to the length of service. Therefore, in making staff changes, appointment shall be made of the applicant senior in service and having the required qualifications, skills, knowledge and abilities. Subject to satisfactory completion of the probationary period for newly hired employees (Article 8.04); the successful applicant shall be placed on trial period of four hundred twenty (420) regular hours worked. Conditional upon satisfactory service, during the trial period the promotion shall become permanent. In the event the successful applicant proves unsatisfactory in the position during the four hundred twenty (420) regular hours worked trial period, they shall be returned to their former position without loss of seniority or previous salary and any other employee promoted or transferred because of the rearrangement of positions, shall also be returned to their former position without loss of seniority and previous salary.

### **10.04 Union Notification**

The Employer shall give notice to the Union and the Unit Chair of all appointments, promotions, hirings and terminations of employment for those employees covered in this Agreement.

### **10.05 Job Training Program**

Employees are encouraged to undertake training and development to increase their knowledge and skills, to aid in their own self-development and to increase their opportunities for promotion.

### Mandatory Training

- a) The Employer will pay the fees, upon proof of successful completion, for any employee attending an educational course, seminar or conference at the request of the Employer or where training is required for an employee to maintain certifications in their job description.
- b) Employees directed by the Employer to attend mandatory training or other functions off the premises will have travel time paid at the Employee's regular rate of pay, not at the overtime rates set out elsewhere in the Agreement. Such travel time shall be pre-approved by the Employer.
- c) The Employer will reimburse, upon proof of successful completion of training courses, and approved by the Employer, at locations other than in Salmon Arm for transportation, room and board to employees.

### Elective Training

- a) The Employer may pay the fees, upon proof of successful completion, for any employee attending an educational course, seminar or conference that is elective and pre-approved by the Employer.
- b) Educational courses, seminars or conferences approved by the Employer may take place on or off the premises. For training approved by the Employer, occurring during the Employee's normal working hours, an employee will be paid at their current rate of pay. No compensation will be paid for training occurring during non-work hours.
- c) The Employer may reimburse expenses, upon proof of successful completion of training courses or attendance at seminars or conferences, and approved by the Employer, at locations other than in Salmon Arm for transportation, room and board to employees.
- d) Employees may be compensated for reasonable travel time at the Employee's regular rate of pay for travel occurring during the Employee's normal working hours for training approved by the Employer. No compensation will be paid for travel occurring during non-work hours.
- e) Employees will not be compensated for time spent on training and development which is undertaken on an employee's own time, unless initiated by the Employer.

## **ARTICLE 11 GRIEVANCE AND ARBITRATION PROCEDURE**

### **11.01 Union Stewards**

The Employer acknowledges the right of the Union to appoint up to two (2) Shop Stewards who shall be employees of the Employer. The Union shall inform the Employer of the names of all Shop Stewards.

## **11.02 Permission for Shop Stewards**

A Shop Steward shall be permitted time off to handle grievances without loss of pay provided they have first sought and obtained permission from their immediate supervisor to absent them from their regular duties for that purpose, which permission shall not be unreasonably withheld.

## **11.03 Grievance Procedure**

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

### **Step 1**

The aggrieved employee, in person, with their Shop Steward in attendance if the employee so desires, shall first seek to settle the grievance with the employee's immediate supervisor within twenty-five (25) working days after the alleged grievance is deemed to have occurred.

### **Step 2**

If a satisfactory settlement is not reached within five (5) working days after a grievance was first discussed under Step 1; the grievance shall be submitted, in writing, to the Chief Administrative Officer or designate.

Within five (5) working days of receipt of the grievance, the aggrieved employee, in person with the Union's Grievance Committee and any necessary witnesses, will meet with the Employer's Grievance Committee and any necessary witnesses, in an effort to resolve the grievance.

The Employer's Grievance Committee may be comprised of the Supervisor, any other affected Managers, and the Chief Administrative Officer or designate.

At the grievance meeting held between the Parties, both Parties shall present and hear all of the known evidence and facts related to the dispute. Both Parties commit to bringing forward all known evidence and facts of the case and not to withhold any known evidence or facts, in the best interests of resolving the dispute to the benefit of the Parties and the Griever.

Should the dispute remain unresolved following this meeting, the Parties shall be restricted to using only that evidence and those facts relied upon at the grievance meetings in any arbitration proceedings.

Should either of the Parties become aware of any relevant or pertinent evidence or facts related to the dispute following the grievance meeting, which were unknown to that Party at the time of the grievance meeting, the Party shall be obligated to immediately inform the other Party of the new information.

Failure to provide such information to the other Party prior to any arbitration proceeding into the dispute shall disqualify that Party from relying on such new information at any arbitration proceeding into that dispute.

#### **11.04 Proceeding to Arbitration**

The Employer shall advise the Union of its decision within five (5) days following the Step 2 grievance meeting. The Union shall notify the Employer within fifteen (15) days after receiving the Employer's Step 2 response if it intends to proceed to Arbitration and shall name its nominee to the Arbitration panel. In the event that the Union does not notify the Employer that it will proceed to Arbitration within the prescribed fifteen (15) day time limit, the Grievance shall be deemed to be abandoned and all rights to the Grievance Procedure at an end.

#### **11.05 Board of Arbitration**

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

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

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

The Board of Arbitration appointed in accordance with this Article shall be governed by the provisions of the Agreement, and shall not have the right to add to, delete from, to change, or make any decision contrary to the provisions of this Agreement. The decision of the Board of Arbitration shall be final and binding on both parties. Except as otherwise provided in this Agreement, no Board of Arbitration may award retroactively beyond sixty (60) days preceding the date of the written grievance.

Except where specifically provided otherwise by statute, the parties agree to abide by the provisions of Article 11 as the only means of resolving any differences which may arise during the term of this Agreement; all employees shall continue to work as usual without curtailment or restriction of normal operations.

#### **11.06 Policy Grievance**

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

In the case of an Employer's grievance the provisions of Step 2 shall be changed to require a meeting between the parties with a view to seeking a settlement. If a satisfactory settlement is not reached within ten (10) working days the Employer may refer the dispute to Arbitration.

#### **11.07 In Writing**

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

#### **11.08 Facilities for Grievance Meetings**

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

### **11.09 Time Limits**

Except for Step 2 of the Grievance Procedure, time limits mentioned in Article 11 refer to clear calendar days and may only be extended by written mutual agreement of the parties.

### **11.10 Witnesses**

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

### **11.11 Single Arbitrator**

Notwithstanding the foregoing, the parties may mutually agree to the use of a single arbitrator, who will be governed by the provisions of this Article. Failing to agree on a single arbitrator, the provisions of the three (3) person Board will apply.

## **ARTICLE 12 DISCHARGE, SUSPENSION AND DISCIPLINE**

### **12.01 After Completion of the Probation Period**

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

### **12.02 Picket Line**

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

### **12.03 Special Grievance**

A claim by an employee that they have been discharged or suspended for other than just and proper cause shall be treated as a special grievance and may be submitted directly to the Chief Administrative Officer or designate or person holding an equivalent position under Step 2 of Article 11.

### **12.04 Unjust Suspension or Discharge**

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

### **12.05 Steward Present**

An employee shall have the right to have their steward present at any discussion with supervisory personnel related to discipline or discharge.

## **12.06 Personnel Records**

An employee has the right subject to privacy legislation at any mutual convenient time to have access to and review the Employer's personnel record in the presence of an excluded supervisor, to request copies of any material viewed in their personnel record, to respond in writing to any material viewed and have such response form a part of the employee's record.

## **ARTICLE 13 HOURS OF WORK**

### **13.01 Normal Work Week and Day**

The normal work week shall consist of five (5) seven (7) hour days, from Monday to Friday inclusive. The normal work day shall not commence before 6:00 a.m. nor finish later than 5:00 p.m. No seven (7) hour shift for salaried staff shall be spread over a period longer than eight (8) hours, with one (1) hour off for lunch. Variation of the normal work day may be made by mutual agreement of the parties in this Agreement.

### **13.02 Minimum Hours**

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

Notwithstanding 13.01 and 13.02, it is recognized that certain exemptions to the hours of work and work week, as defined above, may be necessary. Such exemptions, the hours of work, days of work and any other conditions of employment applicable to those employees shall be mutually agreed upon by the parties.

### **13.03 Rest Period**

During all shifts that exceed three (3) hours, all employees shall be permitted a paid fifteen (15) minute rest period.

During all shifts that exceed five (5) hours, all employees shall be permitted a paid fifteen (15) minute rest period and an unpaid lunch period.

During a full seven (7) hour shift, all employees shall be permitted a paid fifteen (15) minute rest period in both the first and second half of a shift and an unpaid lunch period.

### **13.04 Shift Change**

The Employer may, when operational reasons require, alter the shifts of employees in accordance with this Article. A shift change may require an employee to work evenings or weekends, but excluding statutory holidays. An employee can only refuse such a change if they have extraordinary personal circumstances that they are unable to alter.

When a shift change is required, the Employer will provide the employee with three (3) weeks written notice of the specific changes. Such notice may be less than three (3) weeks if mutually agreed to by the employee and their supervisor.

No more than two (2) changes for each employee shall occur in any calendar month unless mutually agreed to by the employee and their supervisor.

An employee shall receive three (3) hours banked time for each day their shift is altered. This bank shall not exceed twenty-one (21) hours, and shall be taken off at a mutually agreeable time.

This Article applies to:

- 1) All newly hired employees as of the date of ratification
- 2) All newly created positions
- 3) All vacant postings

This Article does not apply to:

- 1) The positions of Fire Services Coordinator, Tourism Marketing Coordinator and Bylaw Enforcement Officer, whose job description and/or Confirmation of Employment letters specify an averaging period of a thirty-five (35) hour work week over a pay period, may have hours of work assigned on evenings or weekends without additional compensation.
- 2) The following employees in their current position:
  - Don Richmond
  - Marianne Mertens
  - Isaac Walker
  - Janine Hogan

## **ARTICLE 14 OVERTIME**

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

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

### **14.02 Overtime Rates on Days of Rest and Holidays**

All time worked on employee's days of rest shall be paid on the basis of double (2x) time. All time worked on statutory holidays shall be paid on the basis of double (2x) time for every hour worked, in addition to the employee's regular holiday pay.

### **14.03 Overtime Authorized**

All overtime must be authorized in advance by the excluded supervisor prior to being worked.

**14.04 No Layoff to Compensate for Overtime**

Employees shall not be required to reduce regular hours to equalize any overtime worked.

**14.05 Paid Time Off in Lieu of Worked Overtime**

Subject to the Employer’s operational requirements, employees may consider paid time off in lieu of worked overtime. Time off may only be taken upon mutual agreement between the employee and their Supervisor, provided that any unused banked time will be paid out once yearly at a time to be determined by the Employer. Paid time off shall be provided at the same rate as the applicable overtime rates.

**14.06 Minimum Call-Back Time**

If:

- a) on a designated holiday or day of rest or,
- b) after they have completed their work for the day and have left their place of work,

an employee is called back to work and returns to work, they shall be entitled on each occasion to the greater of:

- i) compensation at the applicable overtime rate for any time worked;  
or,
- ii) compensation equivalent to four (4) hours' pay at the straight time rate.

**14.07 Returning to Work Following End of Normal Day**

An employee who, before the end of their normal day’s work, is instructed to return to work within two (2) hours following the end of their normal day’s work, shall not be considered to be on minimum call-back time; however, the hours worked following the end of the employee’s normal day’s work under the provisions of this section shall be paid at the double time (2X) rate.

**ARTICLE 15 STATUTORY HOLIDAYS**

**15.01 Statutory Holidays Listed**

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

New Years Day	Victoria Day	Thanksgiving Day
BC Family Day	Canada Day	Remembrance Day
Good Friday	BC Day	Christmas Day
Easter Monday	Labour Day	Boxing Day

and any other day proclaimed or declared by the Employer, Federal or Provincial Government as a holiday.

**15.02 When Holiday Falls on Non-Working Day**

When statutory holidays fall on a normal non-working day and no other day is declared in substitution thereof, employees shall receive a day off work in lieu of the holiday, at their regular rate of pay; such day off to be taken at the discretion of the Chief Administrative Officer or designate within two (2) weeks following such a holiday.

**15.03 While on Layoff**

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

**15.04 Holidays During Vacation**

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

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

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

**ARTICLE 16 ANNUAL VACATIONS**

**16.01 Definition of Vacation Year - Calendar Year**

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

**16.02 New Employees**

During the first (1<sup>st</sup>) calendar year of their employment, an employee shall accumulate paid vacation entitlement on the basis of one and one-quarter (1¼) working days for each completed calendar month of employment to a maximum of fifteen (15) working days of vacation. A "completed calendar month" shall be defined as any month in which an employee has worked ten (10) days. By mutual agreement between the Employer and the employee and subject to Article 16.06 such earned vacation may be taken during the first (1<sup>st</sup>) calendar year of employment and payment for same shall be at the employee's rate of pay as at the time they take their vacation.

**16.03 Anniversary Date**

On December 31<sup>st</sup> of their first (1<sup>st</sup>) year, employees are credited with first (1<sup>st</sup>) anniversary date, regardless of when employment commenced in the previous twelve (12) months.

**16.04 Vacation Entitlement**

Employees who have completed one or more continuous years of service shall be entitled to annual vacations with pay as follows:

One (1) – five (5) years	fifteen (15) days/year
Six (6) years	sixteen (16) days/year
Seven (7) years	seventeen (17) days/year
Eight (8) years	eighteen (18) days/year
Nine (9) years	nineteen (19) days/year
Ten (10) years	twenty (20) days/year
Fifteen (15) years	twenty-five (25) days/year
Twenty-one (21) years	thirty (30) days/year

For purposes of annual vacation entitlement, the credited anniversary date shall apply.

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

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

**16.06 Preference in Vacations**

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

**16.07 Illness During Vacation**

Sick leave may be substituted for vacation where it can be established by the employee that an illness or accident occurred while on vacation. Such illness or accident must be reported to the employee's supervisor at the time of the illness/accident and, when requested by the Employer, must be supported by a medical certificate from a duly qualified medical practitioner. When requested by the Employer, the cost of the medical certificate will be reimbursed to the Employee by the Employer. Employees may then schedule their remaining vacation by agreement with the Employer.

**16.08 Entitlement on Termination**

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

**ARTICLE 17 TECHNOLOGICAL CHANGE**

**17.01 Introduce or Intend to Introduce**

Should the Employer introduce, or intend to introduce a technological change as defined in the Labour Relations Code, that affects the terms and conditions, or security

of employment of a number of employees to whom this Collective Agreement applies, either party may refer the matter to Arbitration as per the conditions and provisions of Article 11.

## **ARTICLE 18 LEAVE OF ABSENCE**

### **18.01 For Union Business**

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

### **18.02 Union Leave**

Leave of absence up to a maximum of twenty-seven (27) total working days per year for representatives of the Union with pay, subject to reimbursement by the Union and without loss of seniority. Seventeen (17) days to be allocated to the President or Chief Shop Steward of CUPE Local 1908. The remaining ten (10) days would be allocated among each the Unit Chair and Shop Stewards. Such leave shall be granted upon request in writing from the Union to the Employer to an employee elected or appointed to represent the Union and a reply in writing will be given within three (3) calendar days after such request has been made, subject to operational requirements. Such requests shall be submitted not less than two (2) weeks prior to the commencement of the leave of absence unless a shorter timeframe is mutually agreed to by the parties.

Any extra hours required to relieve significant backlog directly resulting from Union Leave will be paid at straight time only.

### **18.03 Bereavement Leave**

In the event of a death in the immediate family of an employee, or an employee's spouse, the Employer shall grant a maximum of three (3) regularly scheduled consecutive work days leave without loss of pay or benefits. Additional leave of absence with pay for travel may be granted by the Chief Administrative Officer or designate. "Immediate family" shall mean: spouse, child, step-child, parents, sibling, grandparents, grandchild, step parent, foster child, foster parent, aunt, uncle, cousin, niece, nephew and fiancée; and the employee's parent-in-law, sibling-in-law and child-in-law.

A maximum of two (2) additional days leave without loss of pay or benefits will be granted in the event of the death of an employee's spouse or child.

A maximum of two (2) additional days leave without loss of pay or benefits will be granted in the event the funeral will be held at least three hundred and fifty (350) km from the Columbia Shuswap Regional District office.

#### **18.04 Leave for Elected Positions**

Any employee who is elected or selected for a full or part-time position with the Union, or anybody with which the Union is affiliated, or who is elected to public office shall be granted leave of absence without loss of seniority by the Employer for a period of one (1) year. Such leave shall be renewed each year during their term of office.

#### **18.05 General Leave**

The Employer may grant leave of absence without pay and without loss of seniority to a maximum of six (6) months to any employee requesting such leave for good and sufficient cause; such request to be in writing and submitted to the Employer.

#### **18.06 Jury Duty or Court Witness**

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

#### **18.07 Maternity/Parental Leave**

- 1) A pregnant employee who requests leave under this section is entitled to up to seventeen (17) weeks of unpaid leave
  - a) Beginning
    - i) no earlier than eleven (11) weeks before the expected birth date, and
  - b) ending
    - i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
    - ii) no later than seventeen (17) weeks after the actual birth date.
- 2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- 3) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when their leave ends under subsection 1 or 2.
- 4) A request for leave must
  - i) Be given in writing to the employer,
  - ii) If the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and
  - iii) If required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection 3.
- 5) A request for a shorter period under subsection 1 (b) i. must

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

Where an employee is unable to be reasonably accommodated, the Employer may require an employee to commence a leave of absence under Article 18.07 where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that they are able to perform their duties.
- 11) Employment Deemed Continuous

The services of an employee who is absent from work in accordance with Article 18.07 shall be considered continuous for the purpose of this Agreement and any

pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:

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

12) Reinstatement

- i) An employee who resumes employment on the expiration of the leave of absence granted in accordance with Article 18.07 shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- ii) Where the Employer has suspended or discontinued operations during the leave of absence granted under Article 18.07 and has not resumed operation on the expiry of the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in this Collective Agreement, comply with Article 18.07 – 12(i).

13) Prohibition

- i) The Employer shall not:
  - terminate an employee, or
  - change a condition of employment of an employee without the employee's written consent because of an absence authorized under Article 18.07 or because of the employee's pregnancy, unless the employee has been absent for a period exceeding that permitted under Article 18.07.
- ii) The burden of proving that:
  - the termination of an employee, or
  - a change in a condition of employment of the employee without the employee's written consent is not because of an absence authorized by Article 18.07 or because of an employee's pregnancy, is on the Employer.

14) All disputes under Article 18.07 will be subject to the normal Grievance Procedure.

## **18.08 Compassionate Leave**

Compassionate leave, including leave in the event of the illness of an employee's parents, spouse or dependent child, where no one at home other than the employee can provide for the needs of the parents, spouse or dependent child during illness, is to be taken under the provisions of Article 21, and shall be charged as an occurrence in accordance with Article 21.

Such leave, in a less serious illness situation, is intended to provide sufficient time for the employee to arrange for a care taker for the ill parents, spouse or dependent child at the earliest point in time. The employee shall return to work upon concluding such arrangement.

## **ARTICLE 19 PAYMENT OF WAGES AND ALLOWANCES**

### **19.01 Pay Days**

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

### **19.02 Expenses**

Employees shall be entitled to expenses.

All staff members on Columbia Shuswap Regional District business must have the approval of their Supervisor prior to any expenses being incurred.

## **ARTICLE 20 TRANSFER AND NEW CLASSIFICATION RATES**

### **20.01 Higher Paid Classification**

- a) In the event of an employee being temporarily assigned by the Chief Administrative Officer or designate to a higher paid classification, the employee shall receive the higher rate for such classification provided they have worked in that position in excess of seven (7) working days; such higher rate to be paid retroactively to the date of the assignment.
- b) In the event a salaried employee is promoted or temporarily assigned to a higher rated classification where a graduated salary range is provided they shall be paid at least the rate in the salary range for the classification to which they are promoted or temporarily assigned which is next higher than their present rate.

### **20.02 Lower Paid Classification**

In the event an employee is required to transfer temporarily to a lower paid classification such employee shall suffer no reduction in wages.

### **20.03 New Classifications**

The Employer may institute new classifications in addition to those listed in Schedule "A". Should any such new classification be instituted, the Employer shall establish the rate for same and shall submit the classification and rate to the Union in writing and, in addition, shall post the classification and rate in the manner required by Article 10. Within thirty (30) calendar days of such submission and posting, the Union may, if it deems necessary, request to meet with the Employer to review the classification and rate and, if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 11. Any change in rate resulting from discussion between the Employer and the Union, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

## **20.04 Changed Classification**

If the Union claims that the duties of an existing classification have been changed to an extent sufficient to alter the classification and/or rate, the Union may request to meet with the Employer to review the classification and/or rate. If within thirty (30) calendar days of the submission of such request, which shall be in writing, mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 11. Any change in rate resulting from discussion between the Employer and the Union, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

## **20.05 Abandonment**

If the Union does not request to meet with the Employer to review the classification and rate within thirty (30) calendar days, as provided for in Article 20.03, or if the Union does not refer the difference, if any, to arbitration within thirty (30) calendar days, as provided for in Article 20.04, then the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

## **20.06 Extension of Time Limits**

The time limits referred to in this Article may be extended by mutual agreement of the Employer and the Union in writing.

# **ARTICLE 21 SICK LEAVE**

## **21.01 Sick Leave Defined**

Sick leave is a period of time that an employee is permitted to be absent from work due to illness, compassionate leave (Article 18.08), and various health related absences including medical, dental, paramedical and counselling appointments. Health related medical appointments are generally expected to be scheduled outside of regular working hours. Where this is not possible, they are to be scheduled so as to minimize any disruption of the work day.

## **21.02 Sick Leave Entitlement**

Employees shall be entitled to earn sick leave credits at the rate of one and one half (1½) days per month for each calendar month in which the employee receives at least ten (10) days pay. Unused sick leave may be accumulated by an employee up to a maximum of one hundred fifty (150) working days.

At least one (1) day per month (twelve (12) days per year) shall be maintained to be used only in cases of employee illness or injury.

## **21.03 Sick Leave Year Defined**

For the purposes of calculation, the sick leave year shall be January 1<sup>st</sup> to December 31<sup>st</sup>. Each January 1<sup>st</sup>, employees shall be credited with nine (9) days of earned sick leave credits or prorated for newly hired employees during the accumulation period. Each June 1<sup>st</sup>, employees shall be credited with another nine (9) days of earned sick leave credits or prorated for newly hired employees during the accumulation period.

The Employer will advance June 1<sup>st</sup> to December 31<sup>st</sup> sick leave credits to Employees who demonstrate that they are seriously ill and request such an advance.

**21.04      **Advanced Sick Leave****

Where an employee has been granted more sick leave credits than the employee has earned, based on the employee's length of continuous service with the Employer, the advanced sick leave credits shall be deducted from any sick leave credits subsequently earned per month by the employee.

**21.05      **Fitness for Work****

An employee may be required to produce a certificate from a medical practitioner for any illness certifying they were unable to carry out their duties due to illness.

An employee who has been away from work for an extended period of time due to illness may be required to obtain a medical certificate stating the employee is fit to return to work prior to their return.

In any case, medical certificates will be required for all absences in excess of five (5) consecutive working days, and the employee will be routinely responsible to supply such documentation.

If there are charges associated with the provision of a medical certificate, such charges will be paid for by the Employer.

It is the responsibility of the employee to keep the Employer informed of the employee's status while away from work due to illness.

**21.06      **Terminated Employee****

When an employee terminates their service and has been granted more sick leave with pay than they have earned, the employee shall have deducted from any monies owing by the Employer, the equivalent cost of the paid sick leave granted but unearned.

**21.07      **Workers' Compensation****

An employee prevented from performing their regular work with the Employer on account of an occupational accident or illness that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and their normal net take home pay. The amount paid shall be deducted from the accumulated sick leave of the employee.

In the event that the Workers' Compensation Board rejects a claim, or during a period of Workers' Compensation Board delay prior to accepting a claim, the Employer will pay full regular earnings to the employee for as long a period as the employee has vacation, overtime, or other banked credits. Where the Workers' Compensation Board subsequently accepts the employee's claim, the employee's pay shall be recalculated, retroactively, for the period of the claim. An employee shall not earn sick leave credits while on Workers' Compensation.

## **21.08 Return to Work**

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

- a) One (1) month -Two (2) days notice;
- b) Two (2) to Six (6) months - One (1) week notice;
- c) Six (6) to Twelve (12) months leave – Two (2) weeks notice;
- d) Twelve (12) months or more leave – One (1) month notice

## **ARTICLE 22 MUNICIPAL PENSION PLAN AND BENEFITS**

### **22.01 Pension (Municipal) Act**

The Pension (Municipal) Act applies to the Employer and its employees. The Employer, in addition to its own contributions on their behalf, shall deduct from the wages or salary of each employee, as a condition of their continued employment, the contributions required of them under the provisions of the Pension (Municipal) Act.

### **22.02 Benefits**

The Employer participates in and provides the following benefits for eligible employees:

#### **a) Medical Services Plan**

Each eligible employee shall be enrolled in the above Plan at no cost to the employee.

#### **b) Extended Health Benefits**

Each eligible employee shall be enrolled in the above Plan at no cost to the employee. Payment of routine eye exams once each two years (2) to a maximum benefit of one hundred and twenty (\$120) dollars per person.

Hearing aids one thousand (\$1,000) dollars per five (5) years

Vision Care six hundred (\$600) dollars per two (2) years

Paramedicals (acupuncture, chiropractor, massage therapy, naturopath, osteopath, physiotherapy, podiatry, psychologist and speech therapist) – five hundred (\$500) dollars per year per category of paramedical specialists

#### **c) Group Life and Accidental Death and Dismemberment Insurance**

Each eligible employee shall be enrolled in the above Plan at no cost to the employee.

#### **d) Dental Plan**

Each eligible employee shall be enrolled in the above Plan at no cost to the employee. The following are the basic provisions of the dental plan:

- i) Basic Dental Service (Plan "A") one hundred (100%) percent of approved schedule of fees

- ii) Eighty (80%) percent of Plan "B"
- iii) Orthodontics (Plan "C") - Plan pays sixty-five (65%) percent of approved schedule of fees to a maximum lifetime limit of five thousand (\$5,000) dollars.

e) **Long Term Disability**

Each eligible employee shall be enrolled in the above Plan at no cost to the employee.

**22.03 General Principles**

- i) Participation in the above mentioned benefits shall be mandatory except where coverage is provided by the spouse.
- ii) Coverage during layoff or leave of absence will be in accordance with the terms of the Employer's insurance policies provided the employee is prepared to pay the cost of all premiums by making the necessary arrangement with the Employer for payment.

**ARTICLE 23 GENERAL CONDITIONS**

**23.01 Bulletin Boards**

The Employer shall provide bulletin boards in all shops and offices upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to employees. Such bulletin boards shall be placed in a prominent place for all employees to see.

**23.02 Notices**

Any notice required to be given personally or to the Employer under the terms of this Agreement shall be given by mail addressed to the Employer at PO Box 978, Salmon Arm, British Columbia, V1E 4P1.

Any notice to be given personally or to the Union under the terms of this Agreement, shall be given by mail addressed to the Secretary of the Union at CUPE Local 1908, Box 2435, Salmon Arm, British Columbia, V1E 4R4 and the Unit Chair through internal mail.

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

**23.03 Meetings on Employer's Property**

If (1) one or more representatives of the National Union wish to speak to Local Union Officials on the Employer's property concerning a grievance or other official business of the Union, they shall first obtain permission from the Chief Administrative Officer or designate of the Employer or their authorized delegate. Such permission shall not be unreasonably withheld.

**ARTICLE 24 TERM OF AGREEMENT**

**24.01 Term of Agreement**

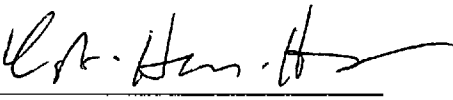
This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after January 1, 2021, and up to and including December 31, 2025 thereafter from year to year unless either party to this Agreement gives notice to commence Collective Bargaining in accordance with the provisions of the Labour Relations Code. During the period of collective bargaining the Agreement shall continue in full force and effect.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ON BEHALF OF:**

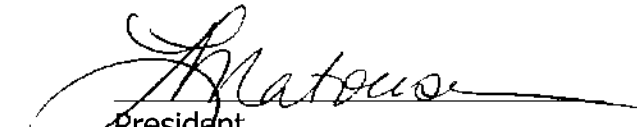
COLUMBIA SHUSWAP  
REGIONAL DISTRICT


  
\_\_\_\_\_  
Chair

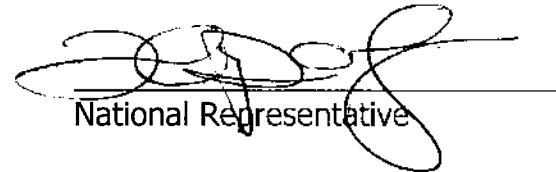
  
\_\_\_\_\_  
Chief Administrative Officer

**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1908

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Unit Chair

  
\_\_\_\_\_  
National Representative

**23.04 Payment in-Lieu of Fringe Benefits**

Part Time Employees, Relief Employees and Student Employees shall be paid in-lieu payments of eighteen percent (18%) of all vacation and fringe benefits plus statutory holiday pay on the basis of the average hours worked per day on the fifteen (15) working days immediately preceding the statutory holiday.

**23.05 Third Party Liability**

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

**23.06 Singular Used**

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

## **SCHEDULE "A"**

### **COLUMBIA SHUSWAP REGIONAL DISTRICT**

- 1) The anniversary date for the purposes of Schedule "A" shall be defined as:
  - a) In the case of a new employee, as one (1) year from the date they commenced employment with the Employer.
  - b) In the case of an employee who has been assigned to a new position and has successfully completed the trial period, the anniversary date shall be one (1) year from the date they commenced employment in the new position.
- 2) In the event an employee is promoted from one position to another position, the Employer agrees that the employee being promoted shall not, after completion of their trial period receive a salary less than what the employee was receiving in their previous position.
- 3) Provided however, that the Employer shall have the option of accelerating an employee on the basis of the employee's proficiency.

The above provisions shall in no way affect the seniority provisions as otherwise provided in this Agreement.

## SCHEDULE "A"

### Bi-Weekly Rates – Step 1 to Step 7

3 Step Positions: Step 1 – 1<sup>st</sup> Year; Step 2 – 2<sup>nd</sup> Year; Step 3 – 3<sup>rd</sup> Year;

5 Step Positions: Step 1 – 3 months; Step 2 - next 9 months; Step 3 – 2<sup>nd</sup> Year Step 4 – 3<sup>rd</sup> Year Step 5 – 4<sup>th</sup> Year.

CLASSIFICATION	PAY GRADE	STEP	January 1, 2020 0.75%	July 1, 2020 1.25%	January 1, 2021 \$.75/hr	January 1, 2022 \$.75/hr	January 1, 2023 2%	January 1, 2024 2%	January 1, 2025 2%
Receptionist	1	1	\$1,533.56	\$1,552.73	\$1,605.23	\$1,657.73	\$1,690.88	\$1,724.70	\$1,759.20
		2	\$1,669.14	\$1,690.00	\$1,742.50	\$1,795.00	\$1,830.90	\$1,867.52	\$1,904.87
		3	\$1,803.76	\$1,826.31	\$1,878.81	\$1,931.31	\$1,969.94	\$2,009.33	\$2,049.52
Public Information Clerk	2	1	\$1,567.01	\$1,586.60	\$1,639.10	\$1,691.60	\$1,725.43	\$1,759.94	\$1,795.14
		2	\$1,701.61	\$1,722.88	\$1,775.38	\$1,827.88	\$1,864.44	\$1,901.73	\$1,939.76
		3	\$1,839.03	\$1,862.02	\$1,914.52	\$1,967.02	\$2,006.36	\$2,046.49	\$2,087.42
	3	1	\$1,649.88	\$1,670.50	\$1,723.00	\$1,775.50	\$1,811.01	\$1,847.23	\$1,884.17
		2	\$1,764.23	\$1,786.28	\$1,838.78	\$1,891.28	\$1,929.11	\$1,967.69	\$2,007.04
		3	\$1,878.50	\$1,901.98	\$1,954.48	\$2,006.98	\$2,047.12	\$2,088.06	\$2,129.82
	4	1	\$1,701.61	\$1,722.88	\$1,775.38	\$1,827.88	\$1,864.44	\$1,901.73	\$1,939.76
		2	\$1,839.03	\$1,862.02	\$1,914.52	\$1,967.02	\$2,006.36	\$2,046.49	\$2,087.42
		3	\$1,974.60	\$1,999.28	\$2,051.78	\$2,104.28	\$2,146.37	\$2,189.29	\$2,233.08
Accounting Clerk I Administrative Clerk	5	1	\$1,770.33	\$1,792.46	\$1,844.96	\$1,897.46	\$1,935.41	\$1,974.12	\$2,013.60
Clerical Assistant: *Development Services		2	\$1,905.89	\$1,929.71	\$1,982.21	\$2,034.71	\$2,075.40	\$2,116.91	\$2,159.25
*Ops Mgmt *Parks & Recreation *Tourism/Ec. Dev		3	\$2,040.53	\$2,066.04	\$2,118.54	\$2,171.04	\$2,214.46	\$2,258.75	\$2,303.93
	6	1	\$1,911.44	\$1,935.33	\$1,987.83	\$2,040.33	\$2,081.14	\$2,122.76	\$2,165.21
		2	\$2,009.90	\$2,035.02	\$2,087.52	\$2,140.02	\$2,182.82	\$2,226.48	\$2,271.01
		3	\$2,101.91	\$2,128.18	\$2,180.68	\$2,233.18	\$2,277.84	\$2,323.40	\$2,369.87
G.I.S. Technician I	7	1	\$1,947.68	\$1,972.03	\$2,024.53	\$2,077.03	\$2,118.57	\$2,160.94	\$2,204.16
		2	\$2,080.40	\$2,106.41	\$2,158.91	\$2,211.41	\$2,255.64	\$2,300.75	\$2,346.77
		3	\$2,152.96	\$2,179.87	\$2,232.37	\$2,284.87	\$2,330.57	\$2,377.18	\$2,424.72

## SCHEDULE "A"

### Bi-Weekly Rates – Step 8 to Step 11

3 Step Positions: Step 1 – 1<sup>st</sup> Year; Step 2 – 2<sup>nd</sup> Year; Step 3 – 3<sup>rd</sup> Year;

5 Step Positions: Step 1 – 3 months; Step 2 - next 9 months; Step 3 – 2<sup>nd</sup> Year Step 4 – 3<sup>rd</sup> Year Step 5 – 4<sup>th</sup> Year.

CLASSIFICATION	PAY GRADE	STEP	January 1, 2020 .75%	July 1, 2020 1.25%	January 1, 2021 \$.75/hr	January 1, 2022 \$.75/hr	January 1, 2023 2%	January 1, 2024 2%	January 1, 2025 2%
Building Inspection Assistant	8								
Accounting Clerk II									
Film Commission / Ec Dev Assistant		1	\$1,950.11	\$1,974.49	\$2,026.99	\$2,079.49	\$2,121.08	\$2,163.50	\$2,206.77
Ops Mgmt Admin Assistant I		2	\$2,088.45	\$2,114.56	\$2,167.06	\$2,219.56	\$2,263.95	\$2,309.23	\$2,355.41
Planning Assistant		3	\$2,216.36	\$2,244.06	\$2,296.56	\$2,349.06	\$2,396.04	\$2,443.96	\$2,492.84
Webmaster / Communications Tech									
Accounting Clerk II, Protective Services									
Accounting Technician	9								
G.I.S Technician II		1	\$2,059.93	\$2,085.68	\$2,138.18	\$2,190.68	\$2,234.49	\$2,279.18	\$2,324.77
Financial Services Assistant I		2	\$2,217.73	\$2,245.45	\$2,297.95	\$2,350.45	\$2,397.46	\$2,445.41	\$2,494.32
Ops Mgmt Admin Assistant II		3	\$2,362.81	\$2,392.35	\$2,444.85	\$2,497.35	\$2,547.30	\$2,598.24	\$2,650.21
Tourism Marketing Coordinator									
I.S. Assistant	10	1	\$2,101.92	\$2,128.19	\$2,180.69	\$2,233.19	\$2,277.85	\$2,323.41	\$2,369.88
		2	\$2,170.59	\$2,197.72	\$2,250.22	\$2,302.72	\$2,348.77	\$2,395.75	\$2,443.66
		3	\$2,237.44	\$2,265.41	\$2,317.91	\$2,370.41	\$2,417.82	\$2,466.17	\$2,515.50
		4	\$2,306.15	\$2,334.98	\$2,387.48	\$2,439.98	\$2,488.78	\$2,538.56	\$2,589.33
		5	\$2,374.84	\$2,404.53	\$2,457.03	\$2,509.53	\$2,559.72	\$2,610.92	\$2,663.13
Emergency Program Facilitator	11								
Community Parks & Rec Assistant		1	\$2,238.54	\$2,266.52	\$2,319.02	\$2,371.52	\$2,418.95	\$2,467.33	\$2,516.68
Noxious Weed Inspector		2	\$2,409.81	\$2,439.93	\$2,492.43	\$2,544.93	\$2,595.83	\$2,647.75	\$2,700.70
Waste Reduction Facilitator		3	\$2,564.74	\$2,596.80	\$2,649.30	\$2,701.80	\$2,755.84	\$2,810.95	\$2,867.17

## SCHEDULE "A"

### Bi-Weekly Rates – Step 12 to Step 15

3 Step Positions: Step 1 – 1<sup>st</sup> Year; Step 2 – 2<sup>nd</sup> Year; Step 3 – 3<sup>rd</sup> Year;

5 Step Positions: Step 1 – 3 months; Step 2 - next 9 months; Step 3 – 2<sup>nd</sup> Year Step 4 – 3<sup>rd</sup> Year Step 5 – 4<sup>th</sup> Year.

CLASSIFICATION	PAY GRADE	STEP	January 1, 2020 .75%	July 1, 2020 1.25%	January 1, 2021 \$.75/hr	January 1, 2022 \$.75/hr	January 1, 2023 2%	January 1, 2024 2%	January 1, 2025 2%
Electronic Records Mgmt Facilitator	12								
G.I.S. Technologist I		1	\$2,443.55	\$2,474.09	\$2,526.59	\$2,579.09	\$2,630.67	\$2,683.29	\$2,736.95
I.S. Technician		2	\$2,578.17	\$2,610.40	\$2,662.90	\$2,715.40	\$2,769.71	\$2,825.10	\$2,881.60
Ops Mgmt Field Technician		3	\$2,710.93	\$2,744.82	\$2,797.32	\$2,849.82	\$2,906.82	\$2,964.95	\$3,024.25
Planner I									
Community Parks & Rec Operator	13	1	\$2,489.06	\$2,520.17	\$2,572.67	\$2,625.17	\$2,677.67	\$2,731.23	\$2,785.85
		2	\$2,557.75	\$2,589.72	\$2,642.22	\$2,694.72	\$2,748.61	\$2,803.59	\$2,859.66
		3	\$2,626.47	\$2,659.30	\$2,711.80	\$2,764.30	\$2,819.59	\$2,875.98	\$2,933.50
		4	\$2,693.31	\$2,726.98	\$2,779.48	\$2,831.98	\$2,888.62	\$2,946.39	\$3,005.32
		5	\$2,762.07	\$2,796.60	\$2,849.10	\$2,901.60	\$2,959.63	\$3,018.82	\$3,079.20
Planner II	14								
Building Inspector I		1	\$2,468.24	\$2,499.09	\$2,551.59	\$2,604.09	\$2,656.17	\$2,709.30	\$2,763.48
Bylaw Enforcement Officer		2	\$2,606.89	\$2,639.48	\$2,691.98	\$2,744.48	\$2,799.37	\$2,855.36	\$2,912.46
Ops Management Technician II		3	\$2,782.96	\$2,817.75	\$2,870.25	\$2,922.75	\$2,981.21	\$3,040.83	\$3,101.65
Waste Reduction Coordinator	15								
Administrative Services Coordinator - Ops Mgmt									
Community Parks & Rec Coordinator		1	\$2,553.47	\$2,585.39	\$2,637.89	\$2,690.39	\$2,744.20	\$2,799.08	\$2,855.06
G.I.S. Technologist II		2	\$2,689.75	\$2,723.37	\$2,775.87	\$2,828.37	\$2,884.94	\$2,942.64	\$3,001.49
I.T./G.I.S. Coordinator		3	\$2,861.39	\$2,897.16	\$2,949.66	\$3,002.16	\$3,062.20	\$3,123.45	\$3,185.92
Waste Mgmt Facilities Superintendent									
Communications Coordinator									
Asset Mgmt Coordinator									

## SCHEDULE "A"

### Bi-Weekly Rates – Step 16 to Step 19

3 Step Positions: Step 1 – 1<sup>st</sup> Year; Step 2 – 2<sup>nd</sup> Year; Step 3 – 3<sup>rd</sup> Year;

5 Step Positions: Step 1 – 3 months; Step 2 - next 9 months; Step 3 – 2<sup>nd</sup> Year Step 4 – 3<sup>rd</sup> Year Step 5 – 4<sup>th</sup> Year.

CLASSIFICATION	PAY GRADE	STEP	January 1, 2020 .75%	July 1, 2020 1.25%	January 1, 2021 \$.75/hr	January 1, 2022 \$.75/hr	January 1, 2023 2%	January 1, 2024 2%	January 1, 2025 2%
Building Inspector II	16								
Assistant Regional Fire Chief		1	\$2,663.86	\$2,697.16	\$2,749.66	\$2,802.16	\$2,858.20	\$2,915.37	\$2,973.67
Community Parks & Rec Planner I		2	\$2,806.05	\$2,841.13	\$2,893.63	\$2,946.13	\$3,005.05	\$3,065.15	\$3,126.46
Utilities Coordinator		3	\$2,985.10	\$3,022.41	\$3,074.91	\$3,127.41	\$3,189.96	\$3,253.76	\$3,318.83
Planner III	17	1	\$2,788.45	\$2,823.31	\$2,875.81	\$2,928.31	\$2,986.88	\$3,046.61	\$3,107.55
		2	\$2,955.75	\$2,992.70	\$3,045.20	\$3,097.70	\$3,159.65	\$3,222.85	\$3,287.30
		3	\$3,098.26	\$3,136.99	\$3,189.49	\$3,241.99	\$3,306.83	\$3,372.97	\$3,440.43
Senior Planner Fire Services Coordinator	18	1	\$2,844.73	\$2,880.29	\$2,932.79	\$2,985.29	\$3,045.00	\$3,105.90	\$3,168.01
Emergency Coordinator (S.E.P.)		2	\$2,967.37	\$3,004.46	\$3,056.96	\$3,109.46	\$3,171.65	\$3,235.08	\$3,299.78
		3	\$3,125.44	\$3,164.51	\$3,217.01	\$3,269.51	\$3,334.90	\$3,401.60	\$3,469.63
Senior Planner II	19	1	\$3,149.89	\$3,189.26	\$3,241.76	\$3,294.26	\$3,360.15	\$3,427.35	\$3,495.90
Community Parks & Rec Planner II		2	\$3,338.90	\$3,380.64	\$3,433.14	\$3,485.64	\$3,555.35	\$3,626.46	\$3,698.99
		3	\$3,563.00	\$3,607.54	\$3,660.04	\$3,712.54	\$3,786.79	\$3,862.53	\$3,939.78

## SCHEDULE "A"

### Bi-Weekly Rates – Inside (35 hr/wk) / Outside Workers (40 hr/wk)

3 Step Positions: Step 1 – 1<sup>st</sup> Year; Step 2 – 2<sup>nd</sup> Year; Step 3 – 3<sup>rd</sup> Year;

5 Step Positions: Step 1 – 3 months; Step 2 - next 9 months; Step 3 – 2<sup>nd</sup> Year Step 4 – 3<sup>rd</sup> Year Step 5 – 4<sup>th</sup> Year.

CLASSIFICATION	January 1, 2020 .75%	July 1, 2020 1.25%	January 1, 2021 \$.75/hr	January 1, 2022 \$.75/hr	January 1, 2023 2%	January 1, 2024 2%	January 1, 2025 2%
<b>INSIDE WORKERS - 35 HOURS / WEEK</b>							
Class I (High School or 1st Year University)	\$1,109.25	\$1,123.12	\$1,175.62	\$1,228.12	\$1,252.68	\$1,277.74	\$1,303.29
Class II (2nd Year University or higher)	\$1,149.13	\$1,163.49	\$1,215.99	\$1,268.49	\$1,293.86	\$1,319.74	\$1,346.13
Class III (Special Qualifications)	\$1,328.36	\$1,344.96	\$1,397.46	\$1,449.96	\$1,478.96	\$1,508.54	\$1,538.71
<b>OUTSIDE WORKERS - 40 HOURS / WEEK</b>							
Class I (General Labourer, Surveyors, Monitors)	\$1,349.53	\$1,366.40	\$1,426.40	\$1,486.40	\$1,516.13	\$1,546.45	\$1,577.38
Class I (Weed Control, Pesticide App. License)	\$1,551.22	\$1,570.61	\$1,630.61	\$1,690.61	\$1,724.42	\$1,758.91	\$1,794.09
Crew Member	\$1,749.06	\$1,770.92	\$1,830.92	\$1,890.92	\$1,928.74	\$1,967.31	\$2,006.66
Crew Lead	\$1,884.37	\$1,907.92	\$1,967.92	\$2,027.92	\$2,068.48	\$2,109.85	\$2,152.04
Engineering Aide I	\$1,931.41	\$1,955.55	\$2,015.55	\$2,075.55	\$2,117.06	\$2,159.40	\$2,202.59
Machine Operator I	\$2,158.26	\$2,185.24	\$2,245.24	\$2,305.24	\$2,351.34	\$2,398.37	\$2,446.34
Machine Operator II	\$2,226.86	\$2,254.70	\$2,314.70	\$2,374.70	\$2,422.19	\$2,470.64	\$2,520.05
Machine Operator III	\$2,300.58	\$2,329.34	\$2,389.34	\$2,449.34	\$2,498.33	\$2,548.29	\$2,599.26

**NOTES:**

Diver Pay Premium – Twelve (\$12.00) dollars per hour

Shift Differential – Fifty (\$0.50) cents per hour

Machine Operator I advances to Machine Operator II after five hundred (500) hours machine operation for CSRD.

**LETTER OF UNDERSTANDING #1**

BETWEEN

THE COLUMBIA-SHUSWAP REGIONAL DISTRICT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1908

**RE: All Grant Workers and Summer Students**

The parties to the Collective Agreement agree as follows on the above-mentioned employees.

- 1) All Grant Workers and Summer Students shall not gain seniority or be entitled to recall from layoff unless they have been employed for a period of four (4) consecutive months or longer. Such employees retained beyond four (4) consecutive months in any one (1) year will have their seniority back-dated to their original date of hiring.

These seniority provisions may be extended by mutual agreement between the parties.

- 2) All other terms of this Collective Agreement shall apply to Grant Workers and Summer Students.
- 3) The Rates of Pay and benefits shall be negotiated between the Regional District and the Union.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ON BEHALF OF:**

COLUMBIA SHUSWAP  
REGIONAL DISTRICT

\_\_\_\_\_  
Chair

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

**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1908

\_\_\_\_\_  
President

\_\_\_\_\_  
Unit Chair

\_\_\_\_\_  
National Representative

Revised: January 1, 1999  
Renewed: January 1, 2011  
Renewed: January 1, 2015  
Renewed: January 1, 2021

**LETTER OF UNDERSTANDING #2**

BETWEEN

THE COLUMBIA-SHUSWAP REGIONAL DISTRICT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1908

**RE: Job Training**

The parties agree that, where operational requirements present a need and opportunity for on the job training and where it is economical and efficient to undertake such training, the Employer will post such opportunity in a manner to inform employees in the bargaining unit.

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

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

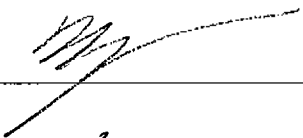

The parties intend that training is provided as a means whereby employees can improve their qualifications in the event of a vacancy arising, in the future. Training of employees should not be utilized to circumvent the seniority or promotion provisions of the collective agreement.

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

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this                    day of                    , 2021.

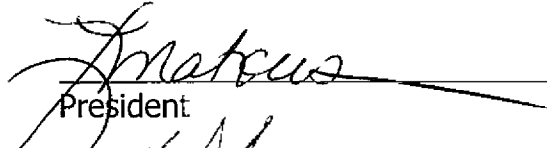

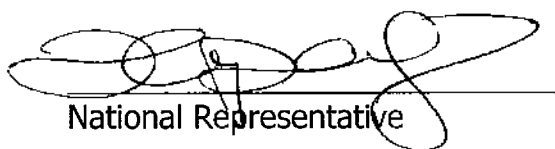
**ON BEHALF OF:**

COLUMBIA SHUSWAP  
REGIONAL DISTRICT

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

**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1908

  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Unit Chair  
  
\_\_\_\_\_  
National Representative

Revised: January 1, 1999  
Renewed: January 1, 2011  
Renewed: January 1, 2015  
Renewed: January 1, 2021

**LETTER OF UNDERSTANDING #3**

BETWEEN

THE COLUMBIA-SHUSWAP REGIONAL DISTRICT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1908

**RE: Milfoil Control Program Employees**

The parties agree because of the seasonal and repetitive nature of the work related to the Milfoil Control Program that:

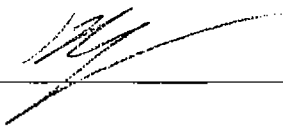
- a) Milfoil Control Program employees will be considered as part-time and have their seniority calculated in accordance with Article 8.05.
- b) Milfoil Control Program employees will not be entitled to any benefits, including Articles 16, 21, and 22.
- c) Milfoil Control Program employees will receive current in lieu payments in place of all vacation and benefits; plus statutory holiday pay on the basis of the average hours worked per day on the ten (10) working days immediately preceding the statutory holiday.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

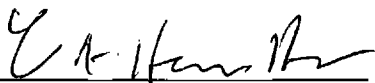
**ON BEHALF OF:**

COLUMBIA SHUSWAP  
REGIONAL DISTRICT

Chair



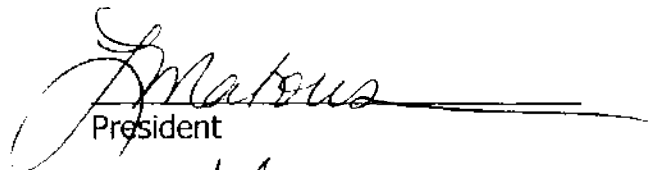
Chief Administrative Officer



**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1908

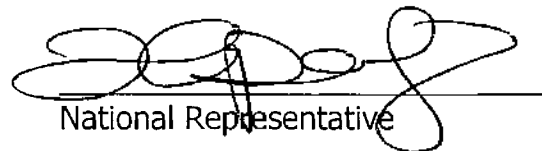
President



Unit Chair



National Representative



Revised: January 1, 2003  
Renewed: January 1, 2011  
Renewed: January 1, 2015  
Renewed: January 1, 2021

**LETTER OF UNDERSTANDING #4**

BETWEEN

THE COLUMBIA-SHUSWAP REGIONAL DISTRICT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1908

**RE: Milfoil Control Program**

The parties agree that the following provisions will apply to all employees working under the Milfoil Control Program:

- 1) The Hours of Work for Milfoil Control Program employees may fluctuate between thirty-five (35) – forty (40) hours per week and will remain flexible by mutual agreement between the employee and the Employer.
- 2) All employees working in the Milfoil Control Program will be entitled to five (5) working days layoff notice or pay in lieu of such notice.
- 3) Where required by the Workers' Compensation Board and designated by the Employer to act as a First Aid Attendant, employees shall receive a premium equivalent to the premium paid by the City of Kelowna.
- 4) Either party may cancel this Letter by giving thirty (30) days written notice to the other Party.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ON BEHALF OF:**

COLUMBIA SHUSWAP  
REGIONAL DISTRICT

\_\_\_\_\_  
Chair

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

**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1908

\_\_\_\_\_  
President

\_\_\_\_\_  
Unit Chair

\_\_\_\_\_  
National Representative

Revised: January 1, 1999  
January 1, 2003  
Renewed: January 1, 2011  
Renewed: January 1, 2015  
Renewed: January 1, 2021

## LETTER OF UNDERSTANDING #5

BETWEEN

THE COLUMBIA-SHUSWAP REGIONAL DISTRICT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1908

### RE: **Compressed Hours of Work**

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

Then implementation of the Compressed Hours of Work may be agreed to under such terms as the Joint Committee mutually agrees. It is further agreed that a decision to decline or discontinue a Compressed Hours of Work schedule is not grievable.

This Letter effective the first (1<sup>st</sup>) day of January, 2011.

- 3) Employees will work an additional thirty (30) minutes per day, during their lunch period or from 7:30 am and 8:00 am or 4:00 pm and 4:30 pm Monday through Thursday subject to operational requirements. The thirty (30) minutes per day will be credited to a bank of hours in order to provide, on a rotating schedule, every fourth (4<sup>th</sup>) Monday off with pay. The Employer has the right to revert to thirty (30) minutes per day from 4:00 pm and 4:30 pm at any time.
- 4) There will be no accumulation of flex days as in a bank to be used in the future.

The Joint Labour Management Committee will meet within six (6) months of signing this agreement, with a view to finalizing a procedure on how to implement this new flexibility in a fair and equitable manner.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

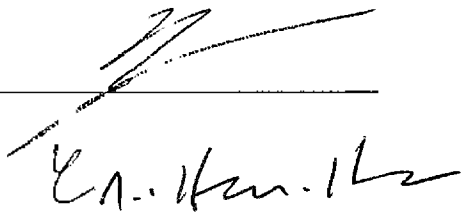
**ON BEHALF OF:**

COLUMBIA SHUSWAP  
REGIONAL DISTRICT

**ON BEHALF OF:**

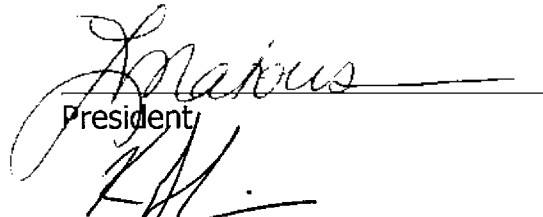
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1908

Chair

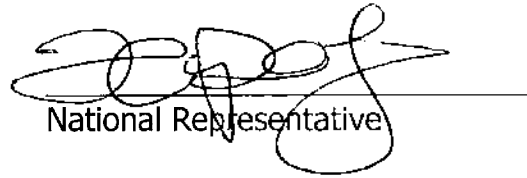


Chief Administrative Officer

President



Unit Chair



National Representative

Revised: January 1, 2011  
Revised: January 1, 2021  
Renewed: January 1, 2015  
Revised: January 1, 2021  
Renewed: January 1, 2021

**LETTER OF UNDERSTANDING #6**

BETWEEN

THE COLUMBIA-SHUSWAP REGIONAL DISTRICT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1908

**RE: Standby (On-Call) Pay**

The parties agree that the following provisions will apply to all employees scheduled to be on standby:

**STANDBY (ON-CALL)**

All employees who are scheduled to be on standby at a time or times other than their regular working hours shall be paid a premium for each day they are on standby, as follows:

- a) Two (2) hours' pay at the employee's regular rate of pay for each normal work day on which the employee was on standby and also worked the regular seven (7) hour shift, in addition to call-back pay as earned under Article 14.06;
- b) Two (2) hours' pay at the employee's regular rate of pay for each day of rest or statutory holiday on which the employee was on standby, in addition to callout pay as earned under Article 14.06;
- c) Such premiums shall be paid in accordance with Article 14.05.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ON BEHALF OF:**

COLUMBIA SHUSWAP  
REGIONAL DISTRICT

\_\_\_\_\_  
Chair

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

**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1908

\_\_\_\_\_  
President

\_\_\_\_\_  
Unit Chair

\_\_\_\_\_  
National Representative

Renewed: January 1, 2011  
Renewed: January 1, 2015  
Renewed: January 1, 2021

## **LETTER OF UNDERSTANDING #7**

BETWEEN

THE COLUMBIA-SHUSWAP REGIONAL DISTRICT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1908

### **RE: Boat Shift Premium**

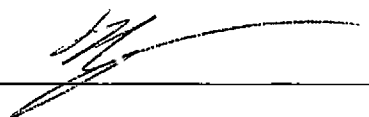
The Parties to the Collective Agreement agree as follows:

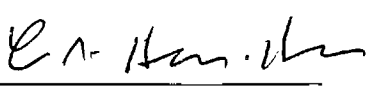
- 1) This letter of understanding does not apply to Milfoil Control Program Employees.
- 2) In the course of their work, some CSRD employees are required to operate or travel in a boat and are entitled to a Boat Shift Premium of \$4.00/hours.
- 3) For Boats owned or operated by the CSRD, the provisions of Policy No. A-63 will apply. In accordance with Policy No. A-63, employees shall be permitted to claim Boat Shift Premium pay for the time worked on the water, plus 30 minutes to account for time spent conducting pre-trip and post-trip inspections as required by Policy No. A-63.
  - a) For the purpose of this Letter of Understanding, time worked on water is defined as the duration of the water excursion. This starts from the time that the boat is untied from the dock and ends when the boat is moored to the dock. In the event that the boat was not already on the water or is being removed, the water excursion shall start when the boat is physically in the water and shall end when the boat is not physically in the water.
- 4) Boat premium pay will not be paid out for anything other than:
  - a) time worked on water as defined above; and,
  - b) the above mentioned 30 minutes allotted for pre-trip and post-trip inspections on boats owned or operated by the CSRD.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ON BEHALF OF:**

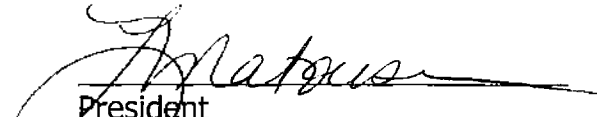
COLUMBIA SHUSWAP  
REGIONAL DISTRICT


  
\_\_\_\_\_  
Chair

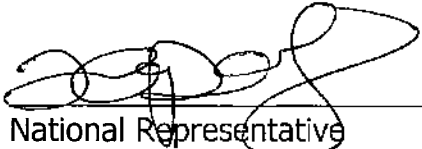
  
\_\_\_\_\_  
Chief Administrative Officer

**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1908

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Unit Chair

  
\_\_\_\_\_  
National Representative

Renewed: January 1, 2021

## **LETTER OF UNDERSTANDING #8**

BETWEEN

THE COLUMBIA-SHUSWAP REGIONAL DISTRICT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1908

### **RE: Part Time Vacation Accrual and/or Sick Leave Accrual**

The purpose of this Letter of Understanding is to provide accumulation of earned vacation pay and leave and/or earned accumulated sick pay to employees who would otherwise be provided pay In Lieu of Fringe Benefits.

Part-Time Employees as defined in Article 8.05, who are otherwise covered by Article 23.04 Part Time Payment In Lieu of Fringe Benefits, will be given a period of six (6) months from the commencement of employment with the CSRD, or signing of this letter of understanding, to elect to have earned vacation pay accrued at a percentage equivalent to years of service in accordance with B.C. Employment Standards.

Employees electing to accumulate vacation pay and take vacation leave from earned accumulated vacation pay shall have their payment in lieu of fringe benefits reduced by the percentage value assigned to years of service.

Part Time Employees as defined in Article 8.05, who are otherwise covered by Article 23.04 Part Time Payment in Lieu of Fringe Benefits, will be given a period of six (6) months from the commencement of employment with the CSRD, or signing of this letter of understanding, to elect to have earned sick leave pay accrued at four (4) percent.

Employees electing to accumulate sick pay and take sick leave from earned accumulated sick pay shall have their payment in lieu of fringe benefits reduced by four (4) percent.

The Employee shall provide their decision to the Employer in writing and may reverse their decision with thirty (30) days' written notice.


This letter of understanding intends to provide only the benefit of earned vacation pay and/or earned accumulated sick pay to Part Time Employees.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**ON BEHALF OF:**

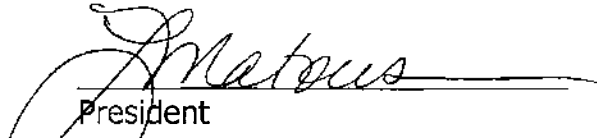
COLUMBIA SHUSWAP  
REGIONAL DISTRICT

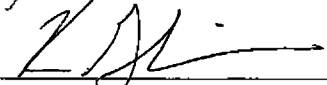
  
\_\_\_\_\_  
Chair

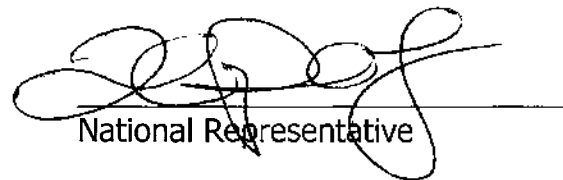
  
\_\_\_\_\_  
Chief Administrative Officer

**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1908

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Unit Chair

  
\_\_\_\_\_  
National Representative

Revised: January 1, 2021  
Renewed: January 1, 2021

