

COLLECTIVE AGREEMENT

BETWEEN

**COLUMBIA SHUSWAP REGIONAL DISTRICT
(CSRD)**



AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO 1908**



CUPE 1908
Serving Our Communities

JANUARY 1, 2026 – DECEMBER 31, 2027

TABLE OF CONTENTS

LAND ACKNOWLEDGEMENT	1
PREAMBLE	1
ARTICLE 1 RECOGNITION AND NEGOTIATIONS	1
1.01 RECOGNITION	1
1.02 WORK OF THE BARGAINING UNIT	2
1.03 NO INTERFERENCE.....	2
1.04 MANAGEMENT RIGHTS.....	2
ARTICLE 2 EMPLOYEE CATEGORIES	2
2.01 EMPLOYEE	2
2.02 FULL TIME EMPLOYEE	2
2.03 PART TIME EMPLOYEE.....	2
2.04 PROBATIONARY EMPLOYEE	2
2.05 TERM EMPLOYEE.....	2
2.06 SEASONAL EMPLOYEE	3
2.07 STUDENT EMPLOYEE.....	3
2.08 RELIEF EMPLOYEE	3
ARTICLE 3 RESPECTFUL WORKPLACE.....	3
3.01 NO DISCRIMINATION.....	3
3.02 HARASSMENT.....	4
3.03 PROCEDURES	5
3.04 NO VIOLENCE.....	5
ARTICLE 4 UNION SECURITY.....	6
4.01 ALL EMPLOYEES TO BE MEMBERS.....	6
ARTICLE 5 CHECKOFF OF UNION DUES	6
5.01 CHECKOFF OF UNION DUES.....	6
5.02 DEDUCTIONS.....	6
ARTICLE 6 THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES	6
6.01 COPY OF AGREEMENT	6
6.02 REVISED COPIES OF THE COLLECTIVE AGREEMENT	6
ARTICLE 7 LABOUR MANAGEMENT NEGOTIATIONS.....	6
7.01 BARGAINING COMMITTEE	6
7.02 REPRESENTATIVES	6
7.03 MEETING OF THE BARGAINING COMMITTEE.....	7
7.04 TIME OFF FOR MEETINGS	7
7.05 JOINT LABOUR MANAGEMENT COMMITTEE	7
ARTICLE 8 SENIORITY	8
8.01 SENIORITY DEFINED	8
8.02 SENIORITY LIST	8
8.03 CASE OF EQUALITY IN EMPLOYEES' SERVICE DATE.....	9
8.04 SENIORITY FOR NEW EMPLOYEES (PROBATION).....	9

8.05	SENIORITY FOR PART TIME EMPLOYEES	9
8.06	SENIORITY DURING ABSENCE	9
8.07	PERMANENT TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT	10
ARTICLE 9	LAYOFFS AND REHIRINGS.....	10
9.01	LAYOFFS AND REHIRING PROCEDURE.....	10
9.02	NOTICE OF LAYOFF	10
9.03	EMERGENT OR SHORT TERM WORK.....	10
ARTICLE 10	PROMOTIONS AND STAFF CHANGES	10
10.01	WRITTEN NOTICE.....	10
10.02	FILLING OF VACANCIES ON A TEMPORARY BASIS	11
10.03	JOB TRAINING	11
10.04	METHOD OF MAKING APPOINTMENTS	11
10.05	UNION NOTIFICATION.....	12
10.06	JOB TRAINING PROGRAM	12
ARTICLE 11	GRIEVANCE AND ARBITRATION PROCEDURE.....	13
11.01	UNION STEWARDS	13
11.02	PERMISSION FOR SHOP STEWARDS	13
11.03	GRIEVANCE PROCEDURE	13
11.04	PROCEEDING TO ARBITRATION	14
11.05	BOARD OF ARBITRATION	14
11.06	POLICY GRIEVANCE.....	15
11.07	IN WRITING.....	15
11.08	FACILITIES FOR GRIEVANCE MEETINGS.....	15
11.09	TIME LIMITS	15
11.10	WITNESSES	15
11.11	SINGLE ARBITRATOR	15
ARTICLE 12	DISCHARGE, SUSPENSION AND DISCIPLINE	15
12.01	AFTER COMPLETION OF THE PROBATION PERIOD	15
12.02	PICKET LINE.....	16
12.03	SPECIAL GRIEVANCE	16
12.04	UNJUST SUSPENSION OR DISCHARGE	16
12.05	STEWARDS PRESENT	16
12.06	PERSONNEL RECORDS	16
ARTICLE 13	HOURS OF WORK	16
13.01	NORMAL WORK WEEK AND DAY	16
13.02	MINIMUM HOURS	16
13.03	REST PERIOD.....	17
13.04	SHIFT CHANGE	17
ARTICLE 14	OVERTIME.....	18
14.01	OVERTIME RATES ON NORMAL WORK DAYS.....	18
14.02	OVERTIME RATES ON DAYS OF REST AND HOLIDAYS	18
14.03	OVERTIME AUTHORIZED	18
14.04	NO LAYOFF TO COMPENSATE FOR OVERTIME	18
14.05	PAID TIME OFF IN LIEU OF WORKED OVERTIME.....	18

14.06	MINIMUM CALL-BACK TIME	18
14.07	RETURNING TO WORK FOLLOWING END OF NORMAL DAY	19
ARTICLE 15	STATUTORY HOLIDAYS	19
15.01	STATUTORY HOLIDAYS LISTED	19
15.02	WHEN HOLIDAY FALLS ON NON-WORKING DAY	19
15.03	WHILE ON LAYOFF	19
15.04	HOLIDAYS DURING VACATION	19
ARTICLE 16	ANNUAL VACATIONS	20
16.01	DEFINITION OF VACATION YEAR - CALENDAR YEAR	20
16.02	NEW EMPLOYEES	20
16.03	ANNIVERSARY DATE	20
16.04	VACATION ENTITLEMENT	20
16.05	EMPLOYEES ON LONG TERM DISABILITY / WCB	20
16.06	PREFERENCE IN VACATIONS	21
16.07	ILLNESS DURING VACATION	21
16.08	ENTITLEMENT ON TERMINATION	21
ARTICLE 17	TECHNOLOGICAL CHANGE	21
17.01	INTRODUCE OR INTEND TO INTRODUCE	21
ARTICLE 18	LEAVE OF ABSENCE	21
18.01	FOR UNION BUSINESS	21
18.02	UNION LEAVE	22
18.03	BEREAVEMENT LEAVE	22
18.04	LEAVE FOR ELECTED POSITIONS	22
18.05	GENERAL LEAVE	22
18.06	JURY DUTY OR COURT WITNESS	22
18.07	MATERNITY/PARENTAL LEAVE	23
18.08	COMPASSIONATE LEAVE	25
ARTICLE 19	PAYMENT OF WAGES AND ALLOWANCES	26
19.01	PAY DAYS	26
19.02	EXPENSES	26
19.03	STANDBY (ON-CALL) PAY	26
19.04	BOOT ALLOWANCE	26
19.05	BOAT SHIFT PREMIUM	26
ARTICLE 20	TRANSFER AND NEW CLASSIFICATION RATES	27
20.01	HIGHER PAID CLASSIFICATION	27
20.02	LOWER PAID CLASSIFICATION	27
20.03	NEW CLASSIFICATIONS	27
20.04	CHANGED CLASSIFICATION	27
20.05	ABANDONMENT	28
20.06	EXTENSION OF TIME LIMITS	28
ARTICLE 21	SICK LEAVE	28
21.01	SICK LEAVE DEFINED	28
21.02	SICK LEAVE ENTITLEMENT	28

21.03	SICK LEAVE YEAR DEFINED	28
21.04	ADVANCED SICK LEAVE	29
21.05	FITNESS FOR WORK	29
21.06	TERMINATED EMPLOYEE	29
21.07	WORKERS' COMPENSATION	29
21.08	RETURN TO WORK	30
ARTICLE 22	MUNICIPAL PENSION PLAN AND BENEFITS.....	30
22.01	PENSION (MUNICIPAL) ACT	30
22.02	BENEFITS	30
22.03	GENERAL PRINCIPLES	31
ARTICLE 23	GENERAL CONDITIONS	31
23.01	BULLETIN BOARDS	31
23.02	NOTICES	31
23.03	MEETINGS ON EMPLOYER'S PROPERTY	32
23.04	PAYMENT IN-LIEU OF FRINGE BENEFITS	32
23.05	THIRD PARTY LIABILITY	32
23.06	SINGULAR USED	32
ARTICLE 24	TERM OF AGREEMENT	33
24.01	TERM OF AGREEMENT	33
SCHEDULE "A"		34
	ANNIVERSARY DATE	34
SCHEDULE "A"		35
	BI-WEEKLY RATES – STEP 1 TO STEP 7	35
SCHEDULE "A"		36
	BI-WEEKLY RATES – STEP 8 TO STEP 11.....	36
SCHEDULE "A"		37
	BI-WEEKLY RATES – STEP 12 TO STEP 15.....	37
SCHEDULE "A"		38
	BI-WEEKLY RATES – STEP 16 TO STEP 19.....	38
SCHEDULE "A"		39
	BI-WEEKLY RATES – INSIDE (35 HR/WK) / OUTSIDE WORKERS (40 HR/WK)	39
LETTER OF UNDERSTANDING #1		40
	RE: MILFOIL CONTROL PROGRAM EMPLOYEES	40
LETTER OF UNDERSTANDING #2		41
	RE: MILFOIL CONTROL PROGRAM.....	41
LETTER OF UNDERSTANDING #3		42
	RE: EARNED DAY OFF	42
LETTER OF UNDERSTANDING #4		44
	RE: FIRESMART COORDINATOR	44
LETTER OF UNDERSTANDING #5		46
	RE: WILDFIRE MITIGATION SPECIALIST	46

LETTER OF UNDERSTANDING #6	48
RE: JOB EVALUATION	48

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")

LAND ACKNOWLEDGEMENT

We acknowledge that we are meeting in service to the Columbia Shuswap Regional District, which is on the traditional and unceded territories of the Secwépemc, Syilx Okanagan, Sinixt, and Ktunaxa Nation. We are privileged and grateful to be able to live, work, and play in this beautiful area.

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, term, relief or student 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.

Student employees shall not accumulate seniority. All other terms of this Collective Agreement shall apply to Grant Workers and Summer Students. The Rates of Pay and benefits shall be negotiated between the Regional District and the Union.

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.
- c) Be called in to work in seniority order provided they have the required qualifications, skills, knowledge and abilities.
- 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 (15th) 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 up to two (2) additional periods of four hundred twenty (420) regular working hours each.

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 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.

10.04 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 following will occur:

- The successful applicant shall be placed on a 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.

10.05 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.

10.06 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, shall be taken off at a mutually agreeable time and must be taken by December 31. Any time not taken by December 31st will be paid out on the next pay period.

This Article does not apply to:

- 1) The positions of Deputy Regional Fire Chief, Assistant Regional Fire Chief, Tourism Marketing Coordinator, Bylaw Enforcement Officer and Senior 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.

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	Canada Day	Thanksgiving Day
BC Family Day	BC Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Easter Monday	National Day for Truth	Boxing Day
Victoria Day	and Reconciliation	

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 1st to December 31st of the current calendar year.

16.02 New Employees

During the first (1st) 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 (1st) 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 31st of their first (1st) year, employees are credited with first (1st) 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, vacations shall be granted at such time as is mutually agreed upon by the employee and the Employer. Preference in choice of vacation period shall be granted to the employee with the greatest seniority, provided the vacation request is submitted prior to February 15 of each year. Requests submitted after February 15 will be granted on a first come, first served basis.

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 thirty (30) total working days per year for representatives of the Union with pay, subject to reimbursement by the Union and without loss of seniority.

Twenty (20) days to be allocated to the President or Lead 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, 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. Such leave shall be renewed during their term of office and shall end upon departure from the elected position.

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.

19.03 Standby (On-Call) Pay

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.

19.04 Boot Allowance

Full time employees who are required by the Employer to wear CSA approved safety footwear will be reimbursed, with proof of original receipts, up to a maximum of two hundred dollars (\$200) every twenty four (24) months. An employee must be employed for six (6) months before being eligible.

19.05 Boat Shift Premium

The Parties to the Collective Agreement agree as follows:

1. This Article does not apply to Milfoil Control Program Employees.
2. CSRD employees required to operate or travel in a boat and are entitled to a Boat Shift Premium of \$4.00/hours.
 - a) For boats owned or operated by the CSRD, 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. 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.

3. 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.

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 1st to December 31st. Each January 1st, 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 1st, 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 1st to December 31st 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 the Employer 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 two hundred (\$200) dollars per person.

Hearing aids one thousand four hundred (\$1400) dollars per five (5) years

Vision Care seven hundred (\$700) dollars per two (2) years

Paramedicals (acupuncture, chiropractor, massage therapy, naturopath, osteopath, physiotherapy, podiatry, psychologist and speech therapist) – six hundred (\$600) 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 or email to the Human Resources Department.

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 or email to the President and Recording Secretary.

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.

23.04 Payment in-Lieu of Fringe Benefits

Part Time, Relief and Student Employees shall be paid in-lieu payments of eighteen percent (18%) of all vacation, sick leave 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.

To provide only the benefit of earned vacation pay and/or earned accumulated sick pay to Part Time Employees:

Part Time Employees as defined in 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, 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 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, 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.

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.

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, 2026, and up to and including December 31, 2027 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 9TH day of SEPTEMBER, 2026.

ON BEHALF OF:

COLUMBIA SHUSWAP
REGIONAL DISTRICT


Chair


Chief Administrative Officer

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1908


President


Unit Chair

SCHEDULE "A"

Anniversary Date

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 – 1st Year; Step 2 – 2nd Year; Step 3 – 3rd Year;

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

CLASSIFICATION	PAY GRADE	STEP	January 1, 2026 7.25%	January 1, 2027 3.5%
Receptionist	1	1	\$1,886.74	\$1,952.78
		2	\$2,042.97	\$2,114.48
		3	\$2,198.11	\$2,275.04
Public Information Clerk	2	1	\$1,925.29	\$1,992.67
		2	\$2,080.39	\$2,153.21
		3	\$2,238.76	\$2,317.11
Office Clerk	3	1	\$2,020.77	\$2,091.50
		2	\$2,152.55	\$2,227.89
		3	\$2,284.23	\$2,364.18
	4	1	\$2,080.39	\$2,153.21
		2	\$2,238.76	\$2,317.11
		3	\$2,394.98	\$2,478.80
Accounting Clerk I	5			
Administrative Clerk				
Clerical Assistant:		1	\$2,159.59	\$2,235.17
*Development Services		2	\$2,315.80	\$2,396.85
*Ops Mgmt		3	\$2,470.96	\$2,557.45
*Parks & Recreation				
*Tourism/Ec. Dev				
	6	1	\$2,322.19	\$2,403.46
		2	\$2,435.66	\$2,520.91
		3	\$2,541.69	\$2,630.64
G.I.S. Technician I	7	1	\$2,363.96	\$2,446.70
		2	\$2,516.91	\$2,605.00
		3	\$2,600.51	\$2,691.53

SCHEDULE "A"

Bi-Weekly Rates – Step 8 to Step 11

3 Step Positions: Step 1 – 1st Year; Step 2 – 2nd Year; Step 3 – 3rd Year;

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

CLASSIFICATION	PAY GRADE	STEP	January 1, 2026 7.25%	January 1, 2027 3.5%
Building Inspection Assistant	8			
Accounting Clerk II				
Film Commission / Ec Dev Assistant		1	\$2,366.76	\$2,449.60
		2	\$2,526.18	\$2,614.59
		3	\$2,673.57	\$2,767.15
Webmaster / Communications Tech				
Accounting Clerk II, Protective Services				
Administrative Assistant I				
	9			
G.I.S Technician II		1	\$2,493.32	\$2,580.58
Financial Services Assistant I		2	\$2,675.16	\$2,768.79
Ops Mgmt Admin Assistant II		3	\$2,842.35	\$2,941.83
I.S. Assistant	10	1	\$2,541.70	\$2,630.66
Planning Assistant		2	\$2,620.83	\$2,712.55
Bylaw Enforcement Officer Assistant		3	\$2,697.87	\$2,792.30
		4	\$2,777.06	\$2,874.25
		5	\$2,856.21	\$2,956.17
Emergency Program Facilitator	11			
Community Parks & Rec Assistant		1	\$2,699.14	\$2,793.61
Noxious Weed Inspector		2	\$2,896.50	\$2,997.88
Waste Reduction Facilitator		3	\$3,075.04	\$3,182.67
Wildfire Mitigation Specialist				
Grants and Procurement Facilitator				
Communications Assistant				

SCHEDULE "A"

Bi-Weekly Rates – Step 12 to Step 15

3 Step Positions: Step 1 – 1st Year; Step 2 – 2nd Year; Step 3 – 3rd Year;

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

CLASSIFICATION	PAY GRADE	STEP	January 1, 2026 7.25%	January 1, 2027 3.5%
Records and Privacy Clerk	12			
G.I.S. Technologist I		1	\$2,935.38	\$3,038.12
I.S. Technician		2	\$3,090.52	\$3,198.68
Ops Mgmt Field Technician		3	\$3,243.51	\$3,357.03
Planner I				
Plan Checker				
Payroll Administrator/Senior Account Technician				
Accounting Technician				
Community Parks & Rec Operator	13	1	\$2,987.82	\$3,092.40
		2	\$3,066.99	\$3,174.33
		3	\$3,146.18	\$3,256.30
		4	\$3,223.21	\$3,336.02
		5	\$3,302.44	\$3,418.03
Planner II	14			
Building Official I		1	\$2,963.83	\$3,067.57
Bylaw Enforcement Officer		2	\$3,123.61	\$3,232.94
Utility Services Technician II		3	\$3,326.52	\$3,442.95
Waste Reduction Coordinator	15			
Community Parks & Rec Coordinator		1	\$3,062.05	\$3,169.22
G.I.S Technologist II		2	\$3,219.10	\$3,331.77
I.T./G.I.S. Coordinator		3	\$3,416.90	\$3,536.49
Waste Mgmt Facilities Superintendent				
Communications Coordinator				
Asset Mgmt Coordinator				
FireSmart Coordinator				
Tourism Marketing Coordinator				
Procurement Coordinator				
Information Technology Coordinator				

SCHEDULE "A"

Bi-Weekly Rates – Step 16 to Step 19

3 Step Positions: Step 1 – 1st Year; Step 2 – 2nd Year; Step 3 – 3rd Year;

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

CLASSIFICATION	PAY GRADE	STEP	January 1, 2026 7.25%	January 1, 2027 3.5%
Building Official II	16			
Assistant Regional Fire Chief		1	\$3,189.26	\$3,300.89
Community Parks & Rec Planner I		2	\$3,353.13	\$3,470.49
Utilities Coordinator		3	\$3,559.45	\$3,684.03
Senior Bylaw Enforcement Officer				
Planner III	17	1	\$3,332.85	\$3,449.50
		2	\$3,525.63	\$3,649.03
		3	\$3,689.86	\$3,819.01
Senior Planner	18	1	\$3,397.69	\$3,516.61
Emergency Coordinator (S.E.P.)		2	\$3,539.01	\$3,662.88
Building Official III		3	\$3,721.18	\$3,851.42
Senior Planner II	19	1	\$3,749.35	\$3,880.58
Community Parks & Rec Planner II		2	\$3,967.17	\$4,106.02
Deputy Regional Fire Chief		3	\$4,225.41	\$4,373.30
Chief Building Official				

SCHEDULE "A"

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

3 Step Positions: Step 1 – 1st Year; Step 2 – 2nd Year; Step 3 – 3rd Year;

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

CLASSIFICATION	January 1, 2026 7.25%	January 1, 2027 3.5%
Class I (High School or 1st Year University)	\$1,397.78	\$1,446.70
Class II (2nd Year University or higher)	\$1,443.72	\$1,494.25
Class III (Special Qualifications)	\$1,650.27	\$1,708.03
Class I (General Labourer, Surveyors, Monitors)	\$1,691.74	\$1,750.95
Class I (Weed Control, Pesticide App. License)	\$1,924.16	\$1,991.51
Crew Member	\$2,152.14	\$2,227.47
Crew Lead	\$2,308.06	\$2,388.85
Engineering Aide I	\$2,362.28	\$2,444.96
Machine Operator I	\$2,623.70	\$2,715.53
Machine Operator II	\$2,702.75	\$2,797.35
Machine Operator III	\$2,787.71	\$2,885.28

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: 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 9TH day of SEPTEMBER, 2026.

ON BEHALF OF:

COLUMBIA SHUSWAP
REGIONAL DISTRICT



Chair



Chief Administrative Officer

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1908



President



Unit Chair

Revised: January 1, 2003
Renewed: January 1, 2011
Renewed: January 1, 2015
Renewed: January 1, 2021
Renewed: January 1, 2026

LETTER OF UNDERSTANDING #2

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 9TH day of SEPTEMBER, 2026.

ON BEHALF OF:

COLUMBIA SHUSWAP
REGIONAL DISTRICT


Chair


Chief Administrative Officer

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1908


President


Unit Chair

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

Renewed: January 1, 2021
Renewed: January 1, 2026

LETTER OF UNDERSTANDING #3

BETWEEN

THE COLUMBIA-SHUSWAP REGIONAL DISTRICT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1908

RE: Earned Day Off

The parties agree to the following provisions:

- 1) Earned day off is available to full-time employees.
- 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.
- 3) Employees will work an additional thirty-five (35) minutes per day from 7:30 am and 8:00 am or 4:00 pm and 4:30 pm, with a (55) minute unpaid lunch, Monday through Friday subject to operational requirements. The thirty-five(35) minutes per day will be credited to a bank of hours in order to provide every third (3rd) 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.
- 4) When the earned day off is taken, the hours will be withdrawn from the bank previously credited.
- 5) In the event there are insufficient hours in the bank to be withdrawn, the employee may elect to use their vacation bank to top up the hours to make a full day with pay or maintain the hours in the bank to be used on their next scheduled earned day off.
- 6) The bank of hours may accumulate up to 14.0 hours, after which additional time will be paid out on the current pay period and not credited to a bank of hours.
- 7) Where an earned day off falls on a statutory holiday, the earned day off shall be deemed to be the first working day immediately following the statutory holiday.
- 8) It is further agreed that a decision to decline or discontinue a Earned Day Off schedule is not grievable.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 9TH day of SEPTEMBER, 2026.

ON BEHALF OF:

COLUMBIA SHUSWAP
REGIONAL DISTRICT


Chair


Chief Administrative Officer

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1908


President


Unit Chair

Revised: January 1, 2011
Revised: January 1, 2021
Renewed: January 1, 2015
Revised: January 1, 2021
Renewed: January 1, 2021
Revised: January 1, 2026

LETTER OF UNDERSTANDING #4

BETWEEN

THE COLUMBIA-SHUSWAP REGIONAL DISTRICT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1908

RE: FireSmart Coordinator

Whereas the Columbia Shuswap Regional District ("CSRD") and the Canadian Union of Public Employees Local 1908 ("Union") agree to add the FireSmart Coordinator position to the CUPE 1908 bargaining unit.

The Union and the CSRD agree, without prejudice and without precedent to the Collective Agreement to the following:

i. Schedule "A"

The FireSmart Coordinator classification is Pay Grade 15 as per Schedule A of the Collective Agreement.

ii. It is understood that the following Articles of the Collective Agreement do not apply:

Article 8 – Seniority

Article 9 – Layoff and Rehiring

Article 10 - Promotions and Staff Changes

Article 13 – Hours of Work

Article 14 – Overtime

In addition to the above, it is understood that:

iii. Hours of Work

A mutually agreeable schedule between the FireSmart Coordinator and the General Manager, Community and Protective Services will be created that may include hours of work outside the normal workday and work week without additional compensation. The FireSmart Coordinator schedule will be based on working an average of 70 hours over a 2-week period. Scheduled hours shall not normally exceed seven (7) hours per day (excluding breaks).

iv. Overtime

Overtime does not apply to hours worked outside of the normal hours of work. Overtime rates will apply on any hours worked in excess of seven hours per day. Overtime shall be paid for at the rate of time and one half (1 ½) for the first two (2) hours and double (2x) time thereafter. Overtime will be calculated to the nearest quarter (¼) hour. All overtime must be authorized in advance by the excluded supervisor prior to being worked.

v. Due to the temporary nature of this assignment, there will be no probationary period.

vi. This full-time temporary position is subject to grant funding.

vii. This Letter of Understanding will terminate upon completion of the temporary assignment.

- viii. The CSRD policies, rules and regulations will apply.
- ix. Any disputes that arise regarding this Letter of Understanding shall be resolved using the Grievance and Arbitration Procedure, Article 11.
- x. All other terms and conditions of the Collective Agreement shall prevail except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 9TH day of SEPTEMBER, 2026.

ON BEHALF OF:

COLUMBIA SHUSWAP
REGIONAL DISTRICT



Chair



Chief Administrative Officer

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1908



President



Unit Chair

LETTER OF UNDERSTANDING #5

BETWEEN

THE COLUMBIA-SHUSWAP REGIONAL DISTRICT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1908

RE: Wildfire Mitigation Specialist

Whereas the Columbia Shuswap Regional District ("CSRD") and the Canadian Union of Public Employees Local 1908 ("Union") agree to add the Wildfire Mitigation Specialist position to the CUPE 1908 bargaining unit.

The Union and the CSRD agree, without prejudice and without precedent to the Collective Agreement to the following:

iii. Schedule "A"

The Wildfire Mitigation Specialist classification is Pay Grade 11 as per Schedule A of the Collective Agreement plus eighteen (18%) percent in lieu of benefits and vacation.

iv. It is understood that the following Articles of the Collective Agreement do not apply:

Article 8 – Seniority

Article 9 – Layoff and Rehiring

Article 10 - Promotions and Staff Changes

Article 13 – Hours of Work

Article 14 – Overtime

Article 16 – Annual Vacations

Article 18 – Leave of Absence

Article 21 – Sick Leave

Article 22 – Municipal Pension Plan and Benefits

LOU #5 – Compressed Hours of Work

In addition to the above, it is understood that:

iii. Hours of Work

A mutually agreeable schedule between the Wildfire Mitigation Specialist and the General Manager, Community and Protective Services will be created that may include hours of work outside the normal workday and work week without additional compensation.

Work assigned is on an as-needed basis with no guarantee of hours.

As assigned, the Wildfire Mitigation Specialist schedule will be based on working an average of eighty (80) hours over a 2-week period

Scheduled hours shall not normally exceed eight (8) hours per day based on a five (5) day work week; or ten (10) hours per day based on a four (4) day work week (excluding breaks).

iv. Overtime

Overtime does not apply to hours worked outside of the normal hours of work. Overtime rates will apply on any hours worked in excess of ten (10) hours per day. Overtime shall be paid for at the rate of time and one half (1 ½) for the first two (2) hours and double (2x) time thereafter. Overtime will be calculated to the nearest quarter (¼) hour. All overtime must be authorized in advance by the excluded supervisor prior to being worked.

v. Due to the temporary nature of this assignment, there will be no probationary period.

vi. This full-time temporary position is subject to grant funding.

vii. This Letter of Understanding will terminate upon completion of the temporary assignment.

viii. The CSRD policies, rules and regulations will apply.

ix. Any disputes that arise regarding this Letter of Understanding shall be resolved using the Grievance and Arbitration Procedure, Article 11.

x. All other terms and conditions of the Collective Agreement shall prevail except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 9TH day of SEPTEMBER, 2026.

ON BEHALF OF:

COLUMBIA SHUSWAP
REGIONAL DISTRICT


Chair


Chief Administrative Officer

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1908


President


Unit Chair

LETTER OF UNDERSTANDING #6

BETWEEN

THE COLUMBIA-SHUSWAP REGIONAL DISTRICT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1908

RE: Job Evaluation

In accordance with Article 20.04 Changed Classification, the Union and Employer agree to meet and review the following classification and/or rates. During this process, the

Employer may revise the job descriptions and submit revised job descriptions to the Union. The Employer will endeavour to complete the following job description review process within one hundred and eighty (180) days of ratification of the Memorandum of Agreement.

Classifications to be reviewed:

1. Planner I
2. Planner II
3. Planner III
4. Senior Planner
5. Bylaw Enforcement Officer
6. Senior Bylaw Enforcement Officer
7. Accounting Technician
8. Financial Services Assistant I
9. Communications Coordinator
10. Utilities Coordinator
11. Waste Reduction Coordinator
12. Waste Management Facilities Superintendent
13. Accounting Clerk II- Protective Services
14. Building Inspection Assistant
15. Clerical Assistant, Development Services
16. Clerical Assistant, Building & Bylaw Services
17. Accounting Clerk II

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 9TH day of SEPTEMBER, 2026.

ON BEHALF OF:

COLUMBIA SHUSWAP
REGIONAL DISTRICT


Chair


Chief Administrative Officer

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1908


President


Unit Chair