

1999-2000-2001-2002 COLLECTIVE AGREEMENT

BETWEEN

THE COLUMBIA-SHUSWAP REGIONAL DISTRICT

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1908

Effective: January 1, 1999 – December 31, 2002

THIS AGREEMENT made and entered into on the day of 1999.

BETWEEN: THE COLUMBIA-SHUSWAP REGIONAL DISTRICT

(hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND: 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")

PARTY OF THE SECOND PART

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 *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 *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.*

ARTICLE 2: MANAGEMENT RIGHTS

2.01 *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 3: NO DISCRIMINATION

3.01 *The Employer, its servants and agents, agree there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, physical or mental disability, nor by reason for his/her membership in a labour union.*

3.02 *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.*

3.03 *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. Any grievance procedure will commence at Step 2 as outlined in Article 11.03 and the parties further agree that reasonable supervision and direction of employees is not considered harassment.*

ARTICLE 4: UNION SECURITY

4.01 *Every employee who is now or hereafter becomes a member of the Union shall maintain his/her membership in the Union as a condition of his/her employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of his/her employment, apply for and maintain his/her membership in the Union as a condition of*

his/her employment.

ARTICLE 5: CHECKOFF OF UNION DUES

- 5.01** *At the time of employment, the Employer shall require an employee to sign a checkoff form authorizing the Employer to deduct from his/her earnings and to pay to the Union an amount equal to the current monthly union dues as established by the Union in accordance with its Constitution and/or Bylaws.*
- 5.02** *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 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** *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** *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 and shall include not more than two members of the Union as appointees of the Union. 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 Function of Bargaining Committee

The Bargaining Committee shall meet to discuss the renewal of the Collective Agreement or any other matters which may be referred to it under the terms of this Agreement.

7.05 Time Off For Meetings

In the event a meeting of the Bargaining Committee is scheduled during normal working hours, any representative of the Union on the Bargaining Committee who is an employee of the Employer may attend without loss of remuneration.

7.06 Labour-Management Relations Committee

A Labour-Management Relations Committee shall be appointed and consist of not more than three representatives from each of the Employer and the Union.

ARTICLE 8: SENIORITY

8.01 *Seniority is the length of service of employment with the Employer in the bargaining unit and shall apply on a bargaining-unit-wide basis to those employees on strength on the date of the signing of this Agreement and to all subsequent employees hired by the Employer.*

8.02 *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.*

8.03 *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

Newly hired employees shall be considered on a probation period for a period of three (3) months from date of hire. After satisfactory completion of the probation period an employee shall acquire seniority effective from the original date of employment. The parties may mutually agree to extend the probation period for an additional period not to exceed three (3) months.

The employment of a probationary employee may be terminated with cause during the probation period.

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 1820.

The seniority date for the current part time employee Marci Redding is January 2, 1991 and for Sharen Berger is June 11, 1991 and, provided that there is no break in service, their seniority shall not be pro-rated.

8.06 Seniority During Absence

- (a) *Except as provided in subsection (b) an employee shall not lose his/her seniority if he/she is 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:*
 - (1) *He/she is discharged for just cause and is not reinstated;*
 - (2) *He/she resigns;*
 - (3) *He/she is absent from work in excess of three (3) working days without notifying the Employer unless such notice was not reasonably possible;*
 - (4) *After a layoff, he/she fails 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 his/her current address;*
 - (5) *After a layoff of one (1) year an employee shall be struck off the seniority list;*
 - (6) *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;*
 - (7) *When an employee loses his/her seniority, his/her right to continue employment shall cease. In the event of re-employment, such person shall start as a new employee and his/her right to seniority and other benefits based upon his/her length of service with the Employer shall be calculated from his/her 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 accumulate their seniority in the bargaining unit for a period of twelve (12) months from the date of appointment.

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 his/her 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 *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 his/her present rate in lieu of such notice.*

9.03 *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 *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. Such notice shall contain the following information: nature of position, required knowledge and education, ability and skills, shift, wage and salary rate or range. Copy of the notice shall also be sent to the Secretary of the Union. Such vacancy or new position shall not be permanently filled until five (5) working days have elapsed after the posting of such notice.*

10.02 Filling of Vacancies on a Temporary Basis

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

10.03 Method of Making Appointments

The Employer and the Union recognize that job opportunity should increase in proportion to the length of service. Therefore, in making staff changes, appointment shall be made of the applicant senior in service and having the required qualifications, skills, knowledge and abilities. Subject to satisfactory completion of the probationary period for newly hired employees (Article 8.04), the successful applicant shall be placed on probation for a period of three (3) months. Conditional upon satisfactory service, such trial promotion shall become permanent after the period of three (3) months from the date of appointment to the position. In the event the successful applicant proves unsatisfactory in the position during the three (3) month trial period, he/she shall be returned to his/her 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 his/her former position without loss of seniority and previous salary.

10.04 Union Notification

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

10.05 Job Training Program

Employees shall be encouraged to take courses which will be of benefit to the Employer and to the employee in question in relation to his/her current responsibilities. Fees for such courses will be compensated by the Employer on the approval of the Administrator by advancing one half (1/2) of the tuition cost at the time of the employee's registration, and the balance upon the employee's successful completion of the course.

ARTICLE 11: GRIEVANCE AND ARBITRATION PROCEDURE

11.01 *The Employer acknowledges the right of the Union to appoint a Shop Steward who shall be an employee of the Employer. The Union shall inform the Employer of the name of the Shop Steward.*

11.02 *The Shop Steward shall be permitted time off to handle grievances without loss of pay provided he/she has first sought and obtained permission from his/her immediate supervisor to absent himself/herself from his/her regular duties for that purpose, which permission shall not be unreasonably withheld.*

11.03 *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 arbitrable, 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 his/her Shop Steward in attendance if the employee so desires, shall first seek to settle the grievance with the employee's immediate supervisor within ten (10) working days after the alleged grievance is deemed to have occurred.*

Step 2 - *If a satisfactory settlement is not reached within three (3) working days after a grievance was first discussed under Step 1, the grievance shall be submitted, in writing, to the Administrator.*

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 Administrator.

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 Grievor.

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 *The Employer shall advise the Union of its decision within 5 days following the Step 2 grievance meeting. The Union shall notify the Employer within 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 15 day time limit, the Grievance shall be deemed to be abandoned and all rights to the Grievance Procedure at an end.*

11.05 *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 Chairman. In the event that these two (2) appointees cannot agree upon a Chairman, the Minister of Labour shall appoint a Chairman.*

The Board of Arbitration shall hear and determine the difference or allegation and shall, within a maximum of thirty (30) days following arbitration, render its decision.

The parties shall jointly bear the costs of the Chairman 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 *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 Administrator and the National Representative of the Union 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 *All replies to grievances shall be in writing at all stages following Step 1.*

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

11.09 *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 *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) man Board will apply.

ARTICLE 12: DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 *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 24 hours by the Employer of the reason for such dismissal or suspension.*

12.02 *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 *A claim by an employee that he/she has 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 Administrator or person holding an equivalent position under Step 2 of Article 11.*

12.04 *Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to his/her 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 *The Employer agrees that all employees will have access to their personnel file and may review same in the presence of the Administrator. To obtain access to his/her personnel file the said employee will forward the appropriate request in writing to the Administrator who will deal with the said request within a reasonable time. Any employee may respond in writing to any report on his/her personnel file and such response will become a part of the file.*

ARTICLE 13: HOURS OF WORK

13.01 *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 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 he/she has completed four (4) hours, or in the event of stoppage or suspension of work, he/she 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, he/she shall be paid for two (2) hours at regular rates. Provided however, that 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.

13.03 Rest Period

All employees shall be permitted a fifteen (15) minute rest period in both the first and second half of a shift.

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 (1 1/2) for the first two (2) hours and double time thereafter. Overtime will be calculated to the nearest quarter 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 time. All time worked on statutory holidays shall be paid on the basis of double the standard rate of pay for every hour worked, in addition to the employee's regular holiday pay.

14.03 *All overtime must be authorized in advance by the Administrator prior to being worked.*

14.04 No Layoff to Compensate for Overtime

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

14.05 Paid Time Off in Lieu of Worked Overtime

Subject to the Employers operational requirements, employees may consider paid time off in lieu of worked overtime. Time off will only be taken upon mutual agreement between the employee and his/her 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 he/she has completed his/her work for the day and has left his/her place of work,*

an employee is called back to work and returns to work (including attendance at night meetings), he/she 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.*

ARTICLE 15: STATUTORY HOLIDAYS

15.01 *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:*

<i>New Years Day</i>	<i>Labour Day</i>
<i>Good Friday</i>	<i>Thanksgiving Day</i>
<i>Easter Monday</i>	<i>Remembrance Day</i>
<i>Victoria Day</i>	<i>Christmas Day</i>
<i>Canada Day</i>	<i>Boxing Day</i>
<i>B.C. Day</i>	

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

15.02 *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 Administrator within two (2) weeks following such a holiday.*

15.03 *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, he/she shall be granted an additional day's vacation for each such holiday in addition to his/her regular vacation time.

Except if he/she is on vacation, to be entitled to the holiday allowance, an employee must meet the following condition:

Work throughout his/her last scheduled working day immediately preceding the paid holiday and his/her first scheduled working day immediately following the paid holiday, or that his/her absence was due to illness or injury.

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 previous calendar year.

16.02 New Employees

During the first calendar year of his/her employment, an employee shall accumulate paid vacation entitlement on the basis of one and one-quarter (1 1/4) working days for each completed calendar month of employment. A "completed calendar month" shall be defined as any month in which an employee has worked ten (10) days, to a maximum of fifteen (15) working days of vacation. By mutual agreement between the Employer and the employee and subject to Article 16.06 such earned vacation may be taken during the first calendar year of employment and payment for same shall be at the employee's rate of pay as at the time he/she takes his/her vacation.

16.03 Anniversary Date

On December 31st of each year, employees are credited with an 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:

1 -	5 years	15 days/year
	6 years	16 days/year
	7 years	17 days/year
	8 years	18 days/year
	9 years	19 days/year
	10 years	20 days/year
	15 years	25 days/year
	21 years	30 days/year

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

16.05 Employees on Long Term Disability / W.C.B.

Employees will not accrue vacation entitlement while on Long Term Disability or while on Workers' Compensation exceeding 26 weeks.

16.06 Preference in Vacations

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

16.07 Illness During Vacation

Sick leave may be substituted for vacation where it can be established by the employee that an illness or accident occurred while on vacation. 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 previous year, less any such vacation previously taken, and whatever appropriate vacation entitlement earned during his/her final year of employment.

ARTICLE 17: TECHNOLOGICAL CHANGE

17.01 *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 his/her employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, he/she 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 Conventions**

Leave of absence up to a maximum of ten (10) working days per year for one delegate, without pay and without loss of seniority, shall be granted upon request in writing from the Union to the Employer to an employee elected or appointed to represent the Union at Union Conventions and a reply in writing will be given within three (3) calendar days after such request has been made. Such requests shall be submitted not less than two weeks prior to the commencement of the leave of absence.

18.03 **Bereavement Leave**

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

One half (1/2) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of his/her Supervisor.

18.04 Leave for Elected Positions

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

18.05 General Leave

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

18.06 Jury Duty or Court Witness

The Employer shall pay an employee who is required to serve as a juror or court witness the difference between his/her normal earnings and the payment he/she received for jury duty or as a court witness, conditional upon the employee presenting to the Employer proof of service and of the amount of payment received by him/her.

18.07 Maternity/Parental Leave

1. *An employee, on her written request for maternity leave, is entitled to a leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period the employee requests, commencing eleven (11) weeks immediately before the estimated date of birth or later time the employee requests.*
2. *A request under subsection (1) must:*
 - (A) *be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence maternity leave, and*
 - (B) *be accompanied by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child.*
3. *Regardless of the date of commencement of the leave of absence taken under subsection (1), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.*
4. *A request for a shorter period under subsection (3) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.*

5. *Where an employee gives birth or the pregnancy is terminated before a request for leave is made under subsection (1), the Employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.*
6. *Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of six (6) consecutive weeks.*
7. ***Parental Leave***
 - (A) *An employee, on his or her written request for parental leave, is entitled to a leave of absence from work, without pay, for the period specified in subsection (C).*
 - (B) *A request under subsection 7(A) must:*
 - (a) *be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental leave, and*
 - (b) *be accompanied by:*
 - (i) *a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child, or*
 - (ii) *a letter from the agency that placed the child providing evidence of the adoption of the child.*
 - (C) *The employee is entitled to parental leave for a period of twelve (12) consecutive weeks or a shorter period the employee requests, commencing,*
 - (a) *in the case of a natural mother, immediately following the end of the maternity leave taken under sections 1 through 6, unless the Employer and employee agree otherwise;*
 - (b) *in the case of a natural father, following the birth of the child and within the fifty-two (52) week period after the birth date of the newborn child, and*
 - (c) *in the case of an adopting mother or father, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother or father.*

(D) If:

- (a) *the newborn child or adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the mother or father, and*
- (b) *it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition,*

the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under subsection 7(C).

8. **Combined Maternity and Parental Leave**

Notwithstanding sections 1 through 11, an employee's combined entitlement to a leave of absence from work under this Article shall not exceed a total of thirty-two (32) weeks.

9. **Employer May Require Employee to Take Leave**

An 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 she is able to perform her duties.

10. **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:

- (A) *the Employer pays the total cost of the plan, or*
- (B) *the employee elects to continue to pay her/his share of the cost of a plan that is paid for jointly by the Employer and the employee.*

11. **Reinstatement**

- (A) *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.*
- (B) *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 – 11(A).

12. **Prohibition**

(A) *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.

(B) *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.

13. *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 spouse or child, where no one at home other than the employee can provide for the needs of the spouse or 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 spouse/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 **Payments Falling Due During Vacation**

In the event that the payment of any wages or allowances is scheduled to fall within an

employee's annual vacation, an employee may request in writing, at least two (2) weeks prior to the last working day preceding the commencement of their annual vacation, any aforesaid payment which may fall due during the period of their vacation. Employees shall receive, if possible, such payment within two (2) working days prior to the commencement of their annual vacation.

19.03 Expenses

Employees shall be entitled to expenses as follows:

- *Mileage rates will be established by Board policy.*
- *Reasonable expenses for meals and accommodation.*

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

ARTICLE 20: TRANSFER AND NEW CLASSIFICATION RATES

20.01 Higher Paid Classification

In the event of an employee being temporarily assigned by the Administrator to a higher paid classification, the employee shall receive the higher rate for such classification provided he/she has worked in that position in excess of seven (7) working days; such higher rate to be paid retroactively to the date of the assignment.

20.02 Lower Paid Classification

In the event an employee is required to transfer temporarily to a lower classification, such employee shall suffer no reduction in wages until after thirty (30) working days, because of such transfer.

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 means the number of working days an employee is permitted to be absent from work without loss of pay due to illness or accident for which compensation is not available under the provisions of the Workers' Compensation Act.*

21.02 *Employees shall be entitled to earn sick leave credits at the rate of one and one half (1 1/2) days per month for each calendar month for 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 *For the purposes of calculation, the sick leave year shall be January 1st to December 31st. Each January 1st, employees shall be credited with eighteen (18) days of earned sick leave credits or prorated for newly hired employees during the calendar year.*

21.04 *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 *As a condition of receiving paid sick leave, the Administrator may require the employee concerned to produce a certificate from a duly qualified medical practitioner covering the entire period of absence certifying that the employee was unable to work due to illness or accident.*

21.06 *When an employee terminates his/her service and has been granted more sick leave with pay than he/she has 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 his/her regular work with the Employer on account of an occupational accident 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 his/her 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 1 month, the employee shall provide his/her Supervisor with notice of intent to return to work as follows:

- (a) 1 to 6 months - 2 days notice;*
- (b) 6 to 18 months leave - 1 week notice;*
- (c) 18 months or more leave - 1 month notice.*

ARTICLE 22: SUPERANNUATION AND WELFARE BENEFITS

22.01 **Superannuation**

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

22.02 **Retirement Age**

On the last day of the month after reaching maximum retirement age under the provisions of the Pension (Municipal) Act, every employee will automatically cease to be employed, but the Employer may employ or re-employ an individual over retirement age on a temporary basis.

22.03 Welfare Benefits

The Employer participates in and provides the following welfare 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) **Medicare Supplement**

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

(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") 100% of approved schedule of fees*

(ii) *80% of Plan "B"*

(iii) *Orthodontics (Plan "C") - Plan pays 50% of approved schedule of fees to a maximum lifetime limit of \$1,500. Effective January 1, 2001 maximum lifetime limit of \$2000.*

(e) **Long Term Disability**

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

22.04 General Principles

(a) *Participation in the above mentioned welfare benefits shall be mandatory except where coverage is provided by the spouse.*

(b) *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

Union notices may be posted on designated bulletin boards.

23.02 Notices

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

Any notice to be given personally or to the Union under the terms of this Agreement, shall be given by registered mail addressed to the Secretary of the Union at C.U.P.E., Suite 208, 1433 St. Paul Street, Kelowna, British Columbia, V1Y 2E4.

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

23.03 *If 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 Administrator of the Employer or his authorized delegate. Such permission shall not be unreasonably withheld.*

23.04 Part Time Payment in Lieu of Fringe Benefits

All employees who are presently employed as part time employees shall be paid 14% in lieu of all vacation and fringe benefits plus statutory holiday pay on the basis of the average hours worked per day on the 10 working days immediately preceding the statutory holiday.

23.05 Casual Employees

The Employer may hire casual employees for a specified period of time to fill a position which is available due to extra workloads or to the absence of an employee through illness, accident, vacation or approved leave of absence. Extra workload shall mean a specific project with a definite end date that has been identified up front by the requesting department. Any position occupied by a casual employee shall be assumed by the person normally holding the position upon their return from leave. Casual employees shall not accrue seniority, are excluded from Article 8.04, and shall not be entitled to any of the benefits including Articles 16, 21 and 22. Casual employees shall receive 14% in lieu of such benefits and shall receive statutory holiday pay pro rated on the basis of the average hours worked per day on the ten (10) working days immediately preceding statutory holidays. All other terms of the Agreement shall apply.

23.06 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 Labour/Management committee.

ARTICLE 24: TERM OF AGREEMENT

24.01 This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after January 1, 1999, and up to and including December 31, 2002 and 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.

ARTICLE 25: EXEMPT EMPLOYEES

25.01 The Union and the Employer agree by mutual consent and understanding that the following classifications of employees which are at present or may at some future date, be required in the orderly conduct of business at the Employer's premises or any other place designated by the Employer, will be exempt from union membership and the terms and conditions for Union members as set forth in this Agreement.

1. Administrator/Secretary
2. Manager - Development Services
3. Manager - Finance & Personnel Services
4. Economic Development Commissioner
5. Administrative Assistant
6. Chief Building Inspector
7. Any person which may be exempt by the Labour Relations Board.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this day of , 1999.

ON BEHALF OF:
Canadian Union of Public Employees,
Local No. 1908

ON BEHALF OF:
Columbia-ShuswapRegionalDistrict

President

Chair

Secretary

Secretary

National Representative

SCHEDULE "A"
COLUMBIA-SHUSWAP REGIONAL DISTRICT

BI-WEEKLY RATES
1999-2000-2001-2002

<u>CLASSIFICATION</u>	<u>Steps</u>	Step 1 – 1st Year;	Step 2 – 2nd Year;	Step 3 – 3rd Year		
			0%	1%	1%	1.5%
			Jan. 1 1999	Jan. 1 2000	Jan. 1 2001	Jan. 1 2002
<i>Clerk Typist</i>	1	1004.34	1014.38	1024.53	1039.90	
	2	1093.13	1104.06	1115.10	1131.83	
	3	1181.29	1193.10	1205.03	1223.11	
<i>Receptionist-Typist</i>	1	1026.25	1036.51	1046.88	1062.58	
	2	1114.40	1125.54	1136.80	1153.85	
	3	1204.39	1216.43	1228.60	1247.03	
<i>Accounting Clerk I</i>	1	1080.51	1091.32	1102.23	1118.76	
	2	1155.17	1166.72	1178.39	1196.07	
	3	1230.24	1242.54	1254.97	1273.79	
<i>Draftsman</i>	1	1114.40	1125.54	1136.80	1153.85	
	2	1204.39	1216.43	1228.60	1247.03	
	3	1293.17	1306.10	1319.16	1338.95	
<i>Stenographer</i>	1	1159.40	1170.99	1182.70	1200.44	
	2	1248.18	1260.66	1273.27	1292.37	
	3	1336.36	1349.72	1363.22	1383.67	
<i>Receptionist/Technical Assistant</i>	1	1251.82	1264.34	1276.98	1296.14	
	2	1316.29	1329.45	1342.75	1362.89	
	3	1376.54	1390.31	1404.21	1425.27	
<i>Data Clerk/Draftsman Technical Assistant (Works)</i>	1	1275.54	1288.30	1301.18	1320.70	
	2	1362.47	1376.09	1389.86	1410.70	
	3	1409.99	1424.09	1438.33	1459.91	
<i>Economic Development Assistant Financial Services Assistant</i>	1	1277.13	1289.90	1302.80	1322.34	
	2	1367.74	1381.42	1395.23	1416.16	
	3	1451.50	1466.02	1480.68	1502.89	
<i>Special Projects Assistant Financial Services Assistant II</i>	1	1349.06	1362.55	1376.18	1396.82	
	2	1452.39	1466.91	1481.58	1503.81	
	3	1547.44	1562.91	1578.54	1602.22	
<i>* Data Base Technician Development Services Assistant Works Services Technician</i>	1	1466.04	1480.70	1495.51	1517.94	
	2	1578.19	1593.97	1609.91	1634.06	
	3	1679.67	1696.47	1713.43	1739.13	
<i>G.I.S. Technologist</i>	1	1600.31	1616.31	1632.48	1656.96	
	2	1688.47	1705.35	1722.41	1748.24	
	3	1775.42	1793.17	1811.11	1838.27	

***Data Base Technician incumbent (Brien Jackson) is red-circled.**

Schedule "A"
Columbia-Shuswap Regional District
Bi-Weekly Rates
Page 2

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

<u>CLASSIFICATION</u>	<u>Steps</u>	<u>Jan. 1 1999</u>	<u>Jan. 1 2000</u>	<u>Jan. 1 2001</u>	<u>Jan. 1 2002</u>
<i>Building Inspector</i>	<i>1</i>	<i>1616.46</i>	<i>1632.62</i>	<i>1648.95</i>	<i>1673.69</i>
	<i>2</i>	<i>1707.28</i>	<i>1724.35</i>	<i>1741.60</i>	<i>1767.72</i>
	<i>3</i>	<i>1822.58</i>	<i>1840.81</i>	<i>1859.21</i>	<i>1887.10</i>
<i>Planner</i>	<i>1</i>	<i>1672.28</i>	<i>1689.00</i>	<i>1705.89</i>	<i>1731.48</i>
	<i>2</i>	<i>1761.54</i>	<i>1779.16</i>	<i>1796.95</i>	<i>1823.90</i>
	<i>3</i>	<i>1873.95</i>	<i>1892.69</i>	<i>1911.62</i>	<i>1940.29</i>

Step 1 – 3 mos; Step 2 – next 9 mos; Step 3 – 2nd Year; Step 4 – 3rd Year; Step 5 – 4th Year

<i>Senior Draftsman</i>	<i>1</i>	<i>1376.55</i>	<i>1390.32</i>	<i>1404.22</i>	<i>1425.28</i>
	<i>2</i>	<i>1421.54</i>	<i>1435.76</i>	<i>1450.11</i>	<i>1471.86</i>
	<i>3</i>	<i>1465.31</i>	<i>1479.96</i>	<i>1494.76</i>	<i>1517.18</i>
	<i>4</i>	<i>1510.31</i>	<i>1525.41</i>	<i>1540.67</i>	<i>1563.78</i>
	<i>5</i>	<i>1555.30</i>	<i>1570.85</i>	<i>1586.56</i>	<i>1610.36</i>
<i>Planning Technician</i>	<i>1</i>	<i>1630.10</i>	<i>1646.40</i>	<i>1662.87</i>	<i>1687.81</i>
	<i>2</i>	<i>1675.09</i>	<i>1691.84</i>	<i>1708.76</i>	<i>1734.39</i>
	<i>3</i>	<i>1720.10</i>	<i>1737.30</i>	<i>1754.67</i>	<i>1780.99</i>
	<i>4</i>	<i>1763.87</i>	<i>1781.51</i>	<i>1799.32</i>	<i>1826.31</i>
	<i>5</i>	<i>1808.89</i>	<i>1826.98</i>	<i>1845.25</i>	<i>1872.93</i>

SCHEDULE "A"
COLUMBIA-SHUSWAP REGIONAL DISTRICT
GRANT WORKERS, TEMPORARY AND SUMMER STUDENTS
BI-WEEKLY RATES
1999-2000-2001-2002

<u>CLASSIFICATION</u>	<u>Jan. 1</u> <u>1999</u>	<u>Jan. 1</u> <u>2000</u>	<u>Jan. 1</u> <u>2001</u>	<u>Jan. 1</u> <u>2002</u>
<i>Inside Workers (35 hr/wk)</i>				
Class I (High School or 1 st year University)	726.45	733.71	741.05	752.17
Class II (Second year University or higher)	752.58	760.11	767.71	779.22
Class III (Special Qualifications)	869.95	878.65	887.44	900.75
<i>Outside Workers (40 hr/wk)</i>				
Class I (Weed Control, Pesticide Service Licence as required)	1015.91	1026.07	1036.33	1051.87
Eng. Aide I (Weed Control, Pesticide Service Licence as required)	1264.88	1277.53	1290.30	1309.66
* Class I – General Labourer, Surveyors, Monitors	883.82	892.66	901.58	915.11
* Crew Member	1145.47	1156.92	1168.49	1186.02
* Crew Lead Hand	1234.10	1246.44	1258.91	1277.79
Program Supervisor	1527.51	1542.79	1558.21	1581.59
** Machine Operator I	1413.45	1427.58	1441.86	1463.49
** Machine Operator II	1458.37	1472.95	1487.68	1510.00
<i>(Machine Operator I advances to Machine Operator II after 500 hours machine operation for CSRD.)</i>				

* Diver Pay Differential - \$12.00 per hour
** Shift Differential - \$.50 per hour

SCHEDULE "A"

COLUMBIA-SHUSWAP REGIONAL DISTRICT

1. *The anniversary date for the purposes of Schedule "A" shall be defined as:*
 - (a) *In the case of a new employee, as one (1) year from the date he/she 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 probationary period, the anniversary date shall be one (1) year from the date he/she 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 his/her probationary period receive a salary less than what the employee was receiving in his/her 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"

COLUMBIA-SHUSWAP REGIONAL DISTRICT

OUTSIDE POSITIONS – HOURLY

The parties agree on the following points to resolve the longstanding dispute of the \$1.20 Trades rate and the \$84.00 bi-weekly Trades adjustment:

- (i) The question of the \$84.00 bi-weekly will be referred to Arbitration if the Union deems it necessary.*

- (ii) The rate of \$1.20 will be listed in Schedule "A" as originally drafted for the 1981-82 Collective Agreement (ie: added to the appropriate rates).*

- (iii) The Parties further agree that such Trades rates will be paid on Overtime, Statutory Holidays, Vacation, Sick Time and applied to all wage related benefits.*

- (iv) The appropriate Letter that identifies the eligible Trades and persons who qualify shall also be attached to Schedule "A".*

- (v) In the event a person or persons identified for the \$1.20 Trades premium terminates their employment or changes jobs or is no longer able to perform the duties, the Employer will pay the \$1.20 premium to any employee who replaces such employees, provided that to qualify to receive the \$1.20, the employee must be a Certified Tradesman as described in the various Memoranda of Agreement (signed in Penticton May 22, 1981), or have recently worked in the trade carrying out the duties of a Tradesman for at least five (5) years.*

- (vi) Any employee who replaces a Tradesman on a temporary basis, must be qualified to perform all the duties of the position they are replacing in order to be eligible to receive the additional \$1.20 premium rate. In the event that the employee is not qualified to perform all the duties, he/she will not receive the \$1.20 premium rate.*

COLUMBIA-SHUSWAP REGIONAL DISTRICT
RED CIRCLE INCUMBENT
1995-1996-1997-1998-1999-2000-2001

Jan. 1
1995

Brien Jackson *1727.45*
Data Base Technician

NOTE: Effective January 1, 2002 the incumbent will receive wages in accordance with Schedule "A".

SCHEDULE "B"

COLUMBIA-SHUSWAP REGIONAL DISTRICT

I. SHIFT CHANGES – SCHEDULE "B"

1. *In the event the Employer or the Union wish to change any of the present shifts currently contained in Schedule "B", the Union and the Employer agree that such changes will be made by mutual agreement, subject to item 2 below.*

2. *Should the Employer and the Union fail to agree, the following will prevail:*

- *It is agreed that various shifts, whether covered by Schedule "B" or not can be implemented or changed, consistent with the guidelines outlined.*

- *In the event a dispute arises out of the term of (iii) below, the dispute will be referred to the Preventative Mediator for resolution in accordance with the following terms of reference:*

(i) *It is not the intent to make changes to the general intent of the (Article 13) Hours of Work provisions of the Collective Agreement between the Parties.*

(ii) *Hours of Work and/or Shift Changes must be made for reason of cost and/or efficiency savings to the Employer.*

(iii) *The Employer will be required to establish that shift schedules or Hours of Work changes introduced under this Article will result in a cost or efficiency savings to the Employer and that operational requirements dictate the need for the proposed shift/hours schedules.*

(iv) *The Mediator will examine the positions of both parties and will make a binding recommendation taking into account the terms of reference noted above.*

(v) *The Parties agree that the Preventative Mediator to be named for the term of the Collective Agreement is Mr. Vince Ready.*

(vi) *It is further agreed that the shifts to be implemented under this amendment will not affect current standby practices.*

Schedule "B"
Columbia-Shuswap Regional District
Page 2

3. *The Employer will plan shifts as far in advance as possible prior to the aforementioned meetings.*

4. *The intent would be to remove certain operations described in Schedule "B" from the Overtime and Hours of Work provisions of the Agreement. Those operations not mentioned in Schedule "B" may be removed from the Overtime and Hours of Work provisions of the Agreement by mutual agreement. Said mutual agreement will not be unreasonably withheld.*

LETTER OF UNDERSTANDING #1.00

BETWEEN: THE COLUMBIA-SHUSWAP REGIONAL DISTRICT

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1908

RE: ALL GRANT WORKERS AND SUMMER STUDENTS

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

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

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

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

*SIGNED ON BEHALF OF THE
COLUMBIA-SHUSWAP REGIONAL DISTRICT*

*SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1908*

Revised: January 1, 1999

LETTER OF UNDERSTANDING #2.00

LETTER OF INTENT

BETWEEN: THE COLUMBIA-SHUSWAP REGIONAL DISTRICT

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1908

This Letter of Intent will confirm that the terms, conditions and benefits as set out in the 1989-1990-1991 Collective Agreement between the Columbia-Shuswap Regional District and the Canadian Union of Public Employees, Local 1908, will not apply to the following positions:

*Weed Control Supervisor
Dump Caretaker
Pumpman*

subject to the provisions of the Labour Relations Code.

ON BEHALF OF:

THE COLUMBIA-SHUSWAP REGIONAL DISTRICT

ON BEHALF OF:

*CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1908:*

Revised: January 1, 1999

LETTER OF UNDERSTANDING #3:00

BETWEEN: COLUMBIA SHUSWAP REGIONAL DISTRICT

AND: CANADIAN UNION OF PUBLIC EMPLOYEES

**RE: PART-TIME STENOGRAPHER TO THE ECONOMIC DEVELOPMENT
COMMISSIONER OF THE COLUMBIA-SHUSWAP REGIONAL DISTRICT**

The following principles set out the conditions for reducing the hours of work for the above noted employee from full to part-time status.

The incumbent has accrued seniority as a full time employee and shall maintain such seniority under the provisions of the Agreement, with the understanding that her seniority may be exercised in any full time capacity for which she is qualified.

The minimum hours of work for the part-time Stenographer to the Commissioner shall be four (4) hours in any day she is required to report for work and these hours to be scheduled within the normal daily hours for her classification with the Columbia-Shuswap Regional District.

It is understood and agreed that as a part-time employee, the incumbent shall be eligible for a fourteen percent (14%) premium of her regular salary in lieu of all benefits including annual vacation and that the said premium will be applicable to every pay period.

Either party may cancel this Letter of Understanding with sixty (60) calendar days' notice to the other party prior to the cancellation. Such cancellation to be for just cause and the reason for the cancellation shall be in writing at the time of the request for cancellation.

ON BEHALF OF:
THE COLUMBIA-SHUSWAP
REGIONAL DISTRICT

ON BEHALF OF:
THE CANADIAN UNION OF
PUBLIC EMPLOYEES, L.1908

Revised: January 1, 1999

LETTER OF UNDERSTANDING #4.00

BETWEEN: COLUMBIA SHUSWAP REGIONAL DISTRICT

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1908

**RE: HOURS OF WORK – STENOGRAPHER RELIEF POSITION
(ECONOMIC DEVELOPMENT COMMISSION)**

The parties to this Letter agree as follows:

- 1. That the normal Hours of Work provisions in the collective agreement shall not apply to this position during the life of this Letter.*
- 2. The hours of work will be a minimum of one (1) hour per day, to a maximum of four (4) hours per day, not to exceed twenty (20) hours per week and shall be worked between the hours of 8 AM and 5 PM, Monday to Friday inclusive.*
- 3. The individual will be paid fourteen percent (14%) in lieu of all benefits including annual vacation and said premium will be applicable to every pay period.*
- 4. Except as provided in this Letter, all other provisions of the collective agreement shall apply.*

EITHER PARTY MAY CANCEL THIS LETTER BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE OTHER PARTY.

Signed this 17th Day of May, 1989.

COLUMBIA SHUSWAP REGIONAL DISTRICT

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 1908:**

Effective Date: April 17, 1989

Revised: January 1, 1999

LETTER OF UNDERSTANDING #5.00

LETTER OF INTENT

The following understanding does not commit the parties to Pattern, Regional or Master Bargaining.

Should the Parties engage in Pattern or some form of Regional Bargaining in the future, the Parties agree as follows:

- A. All local bargaining by Local Committees will continue as in the 1979-1980 Collective Agreement.*
- B. The Employer will pay the regular straight time wages and benefits for Union Negotiating Committee members as follows, when involved in direct collective bargaining with the Employer or the Employer's representative:*

NOTE: For the purpose of this Letter direct collective bargaining means: negotiations whereby both parties are scheduled by agreement or otherwise to meet with each other on a date or dates agreed to between the parties for the purposes of the renewal of a Collective Agreement.

Columbia-Shuswap Regional District (1)

- C. This shall not be deemed to limit the amount of people allowed in Bargaining Committee Caucuses, provided, however, it will be the Local Union's responsibility to pay for all wages and benefits for numbers of employees in excess of those shown in paragraph "B" above.*
- D. In all cases involving collective bargaining, whether for Local or Regional purpose, employees involved must obtain permission to be absent as provided for in the appropriate clause of their Collective Agreement.*
- E. The Union will supply a list of employees entitled to payment under "B" above.*

**ON BEHALF OF
COLUMBIA-SHUSWAP
REGIONAL DISTRICT**

**ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1908**

Revised: January 1, 1999

LETTER OF UNDERSTANDING #6.00

BETWEEN: COLUMBIA-SHUSWAP REGIONAL DISTRICT

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1908

EMPLOYER OBLIGATIONS TO EMPLOYEES

In recognition of the Employers right to contract out work and in recognition of the Employers obligation to his employees, the parties agree as follows:

1. In the event the Employer wishes to examine the feasibility of contracting out work currently being done by bargaining unit employees then the following process will apply:

(a) The Employer will provide the Union with an estimate of the cost of doing the work "in house".

(b) The Union may then provide the Employer with any suggestions on productivity improvements, cost or efficiency savings. In the event that the Union wishes to respond it will do so within ten (10) working days of receiving said cost estimate.

2. Those employees named on the agreed to list attached and forming part of this Letter of Understanding will not lose their employment as a result of contracting out.

3. The officers of each CUPE Local or unit will provide a letter to their respective councils offering suggestions and incentives for doing work "in house" which is currently being contracted out.

4. Employees who are displaced by the contracting out of their job and covered by number two (2) above, shall have the option of receiving severance pay at a rate of one (1) week's pay for each year of seniority to a maximum of ten (10) weeks upon severing his/her employee/employer relationship. The employee shall have up to three (3) months from the date of displacement to exercise his/her option. Severance pay will be paid at the rate of the job the employee was displaced from.

ON BEHALF OF:
THE COLUMBIA-SHUSWAP
REGIONAL DISTRICT

ON BEHALF OF:
THE CANADIAN UNION OF
PUBLIC EMPLOYEES, L. 1908

Revised: January 1, 1999

COLUMBIA-SHUSWAP REGIONAL DISTRICT

GLOUX, Judy
JACKSON, Brien

BLACK, Carolyn

LETTER OF UNDERSTANDING #7.00

BETWEEN: THE COLUMBIA-SHUSWAP REGIONAL DISTRICT

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES

RE: ALTERNATE ARBITRATION PROCEDURE

The parties may, by mutual agreement, refer a grievance to the Alternate Arbitration Procedure.

- 1. The arbitrators shall be the chief negotiator for the CSRD and the chief negotiator for the UNION. Where appropriate, each party shall have the right to appoint an alternate arbitrator. Each party shall bear their own expenses for this procedure.*
- 2. The arbitrators will compel the respective local union and employer to submit a written statement of their position, which shall contain all of the pertinent facts, information and reasons for their position, in order to assist the arbitrators to render a decision.*
- 3. The arbitrators shall have the authority to jointly interview witnesses, visit work sites and investigate all matters relevant to the grievance.*
- 4. All decisions rendered by the arbitrators shall be in writing, shall be fully enforced, shall have no precedent value, shall only be used in the case at hand and shall not be referred to in any other proceedings.*
- 5. In the event that the arbitrators cannot resolve the grievance, a Chairman shall be appointed by mutual agreement of the arbitrators. The Chairman shall have the power to render a final and binding decision.*

Either party may cancel this Letter of Understanding with thirty (30) calendar days notice.

ON BEHALF OF:

THE COLUMBIA-SHUSWAP REGIONAL DISTRICT

ON BEHALF OF:

*THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1908*

Revised: January 1, 1999

LETTER OF UNDERSTANDING #8.00

BETWEEN: THE COLUMBIA-SHUSWAP REGIONAL DISTRICT

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES

RE: HOURS OF WORK

The parties agree that where ongoing exceptions to the normal work day and/or work week have been agreed to, the parties will incorporate them into Schedule "B" of the Collective Agreement.

*ON BEHALF OF THE
COLUMBIA-SHUSWAP REGIONAL DISTRICT*

*ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1908*

Revised: January 1, 1999

LETTER OF UNDERSTANDING #9.00

BETWEEN: THE COLUMBIA-SHUSWAP REGIONAL DISTRICT

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES

RE: JOB TRAINING

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

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

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

The parties agree to meet with local bargaining committees, prior to July 1, 1989, to identify current opportunities for on the job training.

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.

**ON BEHALF OF THE
COLUMBIA-SHUSWAP REGIONAL DISTRICT**

**ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1908**

Revised: January 1, 1999

LETTER OF UNDERSTANDING #10.00

BETWEEN: THE COLUMBIA-SHUSWAP REGIONAL DISTRICT

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES

RE: SICK LEAVE / WEEKLY INDEMNITY

The parties agree to address the concern over the escalating cost of sick leave/Weekly Indemnity as follows:

- 1. The Employer will identify individual cases where there appears to be excessive use of sick leave.*
- 2. The Employer will provide statistics to the local unit to substantiate the problem.*
- 3. No more than two (2) representatives of the Employer and no more than two (2) representatives of the local unit shall meet, in a Labour/Management meeting, to discuss the problem.*
- 4. The Union will intervene in direct discussion with the employee in an attempt to correct the problem.*

***ON BEHALF OF THE
COLUMBIA-SHUSWAP REGIONAL DISTRICT***

***ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1908***

Revised: January 1, 1999

LETTER OF UNDERSTANDING #11.00

BETWEEN: COLUMBIA-SHUSWAP REGIONAL DISTRICT

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 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 35-40 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. The Employer will continue to staff up in the traditional manner for the life of this Letter.*
- 4. 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.*
- 5. Either party may cancel this Letter by giving thirty (30) days written notice to the other Party.*

SIGNED ON BEHALF OF:

**COLUMBIA-SHUSWAP REGIONAL DISTRICT
EMPLOYEES,**

SIGNED ON BEHALF OF:

**CANADIAN UNION OF PUBLIC
LOCAL 1908**

Dated the 24th day of August, 1995

Revised: January 1, 1999

LETTER OF UNDERSTANDING #12.00

LETTER OF INTENT

BETWEEN: **THE COLUMBIA SHUSWAP REGIONAL DISTRICT**

AND: **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1908**

This Letter of Intent will confirm that the terms, conditions and benefits as set out in the 1989-1990-1991 Collective Agreement between the Columbia Shuswap Regional District and the Canadian Union of Public Employees, Local 1908 will not apply to the following position:

Program Co-ordinator (Milfoil Program)

subject to the provisions of the Labour Relations Code.

ON BEHALF OF:

COLUMBIA SHUSWAP REGIONAL DISTRICT

ON BEHALF OF:

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1908**

Revised: January 1, 1999

LETTER OF UNDERSTANDING #13.00

BETWEEN: COLUMBIA SHUSWAP REGIONAL DISTRICT

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1908

RE: PART-TIME STATUS OF BUILDING INSPECTOR

The parties hereto agree to the following terms and conditions relative to the subject position and that this Letter be incorporated into the 1989-1990-1991 Collective Agreement.

1. The Building Inspector salary range for inclusion in Schedule "A" of the Collective Agreement shall be as follows:

"Building Inspector

<i>January 1, 1990</i>	<i>1295.00 1370.60 1467.90</i>
<i>January 1, 1991</i>	<i>1340.50 1418.90 1519.00</i>
<i>July 1, 1991</i>	<i>1374.10 1454.60 1556.80"</i>

2. The position shall be part-time, with the level of service (i.e. days of work) to be determined at the discretion of Management of the CSRD, based on need, construction activity and related factors.

3. The Building Inspector shall be paid 14% premium of regular salary in lieu of all benefits, including annual vacations and statutory holidays.

This Letter signed the 28th day of June, 1990 and effective March 28, 1990.

SIGNED ON BEHALF OF:

COLUMBIA-SHUSWAP REGIONAL DISTRICT

SIGNED ON BEHALF OF:

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

Revised: January 1, 1999

LETTER OF UNDERSTANDING #14.00

BETWEEN: **COLUMBIA SHUSWAP REGIONAL DISTRICT**

AND: **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1908**

RE: COMPRESSED HOURS OF WORK

1. The joint Labour/Management Committee agrees to review the issue of Compressed Hours of Work.

2. Where it can be established that:

- (a) service is not reduced;*
- (b) costs are not increased;*
- (c) staffing levels are not increased;*
- (d) it is not disruptive to the morale of staff in other departments,*

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

This Letter effective the 1st day of January, 1999.

**SIGNED ON BEHALF OF:
THE COLUMBIA-SHUSWAP
REGIONAL DISTRICT**

**SIGNED ON BEHALF OF:
THE CANADIAN UNION OF
PUBLIC EMPLOYEES, L. 1908**

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