

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**REGIONAL DISTRICT OF CENTRAL OKANAGAN**



**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO 338**



**JANUARY 1, 2020 – DECEMBER 31, 2024**



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## **AGREEMENT BETWEEN:**

**THE REGIONAL DISTRICT OF CENTRAL OKANAGAN,**  
(hereinafter called the "DISTRICT")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 338,**  
(hereinafter called the "UNION")

### **PREAMBLE**

- WHEREAS the DISTRICT is an employer within the meaning of the Labour Relations Code;
- AND WHEREAS the UNION is a trade union within the meaning of said ACT and is the bargaining authority for that unit of employees engaged as full-time and part-time employees in non-managerial positions.
- AND WHEREAS it is the desire of both parties to this Agreement.
- 1) To promote and encourage harmonious relations and settled conditions of employment between the DISTRICT and the UNION;
  - 2) To recognize the mutual value of joint discussions in matters pertaining to working conditions, duties and responsibilities, scale of wages, safety and other related matters;
  - 3) To encourage efficiency in operation of the DISTRICT and the services of which it provided to the community;
  - 4) To promote the morale, well-being and security of all employees in the bargaining unit of the UNION;
  - 5) To secure prompt and ethical settlement of grievances through this Agreement.
- 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 this Agreement witnessed that the parties hereto agree one with the other as follows:

### **ARTICLE 1 PURPOSE OF THE AGREEMENT**

The purpose of this Agreement is to establish the terms and conditions of employment so that effective operations and harmonious relationships may be to the benefit of both parties and the community the DISTRICT serves.

## **ARTICLE 2 DURATION OF AGREEMENT**

### **2.01 Duration of Agreement**

- 1) This Agreement shall be for the period from and including January 1, 2020 to December 31, 2024 and hereafter subject to the right of either party to serve notice to commence bargaining as provided for in the Labour Relations Code.
- 2) The present Agreement shall continue in full force and effect until:
  - i) the UNION commences a legal strike;
  - ii) the DISTRICT commences a legal lockout; or
  - iii) the parties enter into a new Collective Agreement.

## **ARTICLE 3 RECOGNITION**

### **3.01 Bargaining Agent**

The DISTRICT recognizes the UNION as the sole and exclusive bargaining agent for its employees for the purpose of collective bargaining with respect to rates of pay, hours of employment and all other terms and conditions of employment. To implement this, the UNION shall supply the DISTRICT with the names and positions of its officers and designated supervisors referred to in this Agreement.

### **3.02 Bargaining Unit Work**

Except for emergent, incidental, unanticipated situations, when no direct labour is available or contracting out as allowed under Article 8 of this Agreement, the DISTRICT will not use non-bargaining unit employees to perform work that is normally performed by bargaining unit employees.

### **3.03 Volunteer Workers**

The DISTRICT has the right to allow volunteer workers to carry out specific projects from time to time in any DISTRICT facility, function or service.

## **ARTICLE 4 MANAGEMENT RIGHTS**

### **4.01 Exclusive Function of Management**

Except as otherwise provided in this Agreement, the management supervision and control of the DISTRICT and the direction of the working force remain the exclusive function of management. The UNION further recognizes and agrees that the DISTRICT retains all the customary rights, responsibilities, functions and prerogatives of management.



#### **4.02 Progressive Discipline**

The Employer embraces the principles of progressive discipline. Whenever the Employer deems it necessary to censure an employee in a manner indicating that further discipline may follow any repetition of the act or shortcoming, the DISTRICT shall, within five (5) days give written particulars of such censure to the employee involved, with a copy to the UNION.

Discharge or suspension of an employee shall be for proper cause. When an employee is discharged or suspended, they shall be given the reasons, in writing, within twenty-four (24) hours of such suspension or discharge.

The Employer will provide to the Union notification of any sanctions imposed on an employee.

### **ARTICLE 5 NO DISCRIMINATION**

#### **5.01 Discrimination**

The DISTRICT 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 wage rates, training, upgrading, promotion, transfer, termination, discipline, dismissal or otherwise by reason of age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical disability, mental disability, sex, sexual orientation, nor by reason of membership in a labour union. An employee shall at all times and in like manner act in good faith toward the Employer.

#### **5.02 Sexual and Personal Harassment**

The DISTRICT recognizes the right of employees to work in an environment free from sexual and personal harassment. Complaints about harassment shall be investigated by the DISTRICT immediately upon receiving a complaint in writing. If the complaint relates to harassment of one Bargaining Unit member by another, the DISTRICT shall investigate and then advise the UNION, the complainant and the person complained of, of the results of the investigation and its intended course of action. The DISTRICT's decision regarding its course of action is subject to the Grievance Procedure. If the complaint about harassment involves a non-Bargaining Unit member and a Bargaining Unit member, that complaint shall be processed according to the Grievance Procedure subject to the following changes:

- 1) If a person who is the subject of a complaint is the DISTRICT's representative at any step of the Grievance Procedure, then the UNION may bypass that step of the procedure or present the grievance to another representative of the DISTRICT.
- 2) In the course of investigating a complaint of harassment the DISTRICT and the UNION representatives shall have due regard for the complainant's interest in privacy and confidentiality.

- 3) In the determination of a complaint of harassment an arbitrator may take reasonable steps necessary to protect the complainant's interest in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties.

### **5.03**

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 applicable District policy as may be amended from time to time.

## **ARTICLE 6 UNION SECURITY AND CHECKOFF OF UNION DUES**

### **6.01 Union Security**

Every employee who is now or hereafter becomes a member of the Union shall maintain their membership in the Union as a condition of their employment, and every new employee whose employment commences hereafter shall within thirty (30) days after the commencement of their employment, apply for and maintain their membership in the Union as a condition of their employment, in accordance with the BC Labour Code.

### **6.02 Checkoff**

As a condition of employment, every employee to whom the terms and conditions of this Agreement apply, shall sign a checkoff form authorizing the Employer to deduct from their earnings and to pay to the Union an amount equal to the current union dues and assessments as established by the Union in accordance with its Constitution and/or Bylaws.

New employees shall be provided with a copy of the current Collective Agreement and given the name and work telephone number of the shop steward for their work place.

### **6.03 Authorization**

Upon receipt of written authorization from an employee, the Employer shall deduct from their earnings an initiation fee in the amount established by the Union in accordance with its Bylaws and shall forward such deduction to the Union in the manner provided for in Article 6.04. Should the dues structure change, the Union will meet with the Employer to ensure a minimum cost to the Employer for computer change, insofar as it affects normal monthly deductions.

### **6.04 Deductions**

The Employer shall, as a condition of continued employment, deduct from the earning of each employee an amount equal to the current union dues and assessments.

Deductions shall be made on a bi-weekly basis and forwarded to the Secretary Treasurer at the Union office after each second (2<sup>nd</sup>) pay period, accompanied by a list of the names of all employees from whose wages the deductions have

been made stipulating the regular and gross wages of each employee for the period. Upon request from the Union, the Employer will supply contact information for all employees from whose wages the foregoing deductions have been made.

## **ARTICLE 7 STRIKE AT DISTRICT PREMISES**

### **7.01 Picket Line**

In the event that a legal strike or a legal picket line by a third party is set up at any DISTRICT premises, any refusal to work or failure to cross such picket line by employees shall not be considered a violation of this Agreement nor constitute sufficient grounds for suspension, dismissal or warning of unsatisfactory service.

In consideration of the provisions of this Section, the UNION agrees to staff those essential services that are necessary to protect the health of the citizens, that is, 9-1-1 Emergency Telephone Service, Water, Sewer and Solid Waste Transfer facilities will work during a strike.

## **ARTICLE 8 CONTRACTING OUT**

### **8.01 Right to Contract Out**

The DISTRICT has the right to contract out, however, no existing full-time employees as of January 1, 1989 will suffer loss of employment as a result of contracting out.

### **8.02 Should a Position be Contracted Out**

Should a position be contracted out, the DISTRICT will endeavour to:

- 1) Place the employee in other work consistent with their experience and training if other positions are available in the DISTRICT or;
- 2) Provide assistance for job search, counselling and re-training for positions outside of the DISTRICT;
- 3) Where the DISTRICT is considering the contracting out of work, the DISTRICT shall consult with the UNION in advance of such contracting out in order to give a bona fide consideration to any alternatives the UNION may propose.

## **ARTICLE 9 TERM EMPLOYEE**

### **9.01 Employed on a Term Basis**

The DISTRICT and the UNION agree that circumstances may arise where positions are best filled on a fixed-term basis. Such terms will be filled for a predetermined period. Persons employed on a term basis will be subject to all

the provisions of this Collective Agreement excluding Article 8, Article 21, Article 22, Article 24 (to the extent noted in Article 9.02), Article 25, and Article 31.

**9.02 In Lieu Pay for Term Employees**

In lieu of the entitlements set out in Article 21 (Annual Vacations and Statutory Holidays), Article 22 (Group Medical Plan), Article 23 (Group Benefit Plan), Article 24 (the DISTRICT's premium contribution towards the Municipal Pension Plan), and Article 25 (Sick Leave), term employees shall be paid an additional fifteen percent (15%) of their wage rate as set out in Schedule "1" – Wage Schedule (less required deductions). In lieu pay shall be paid in each pay period.

Term employees shall, prior to the date of their enrolment in the Municipal Pension Plan, receive the full amount of in lieu pay defined above. Upon enrolment and commencement of the parties' obligation to contribute to the Municipal Pension Plan, they will receive the in lieu pay defined above *minus* the premium amount contributed by the DISTRICT.

**9.03 Employer Rights**

Term employees will have access to the provisions of Article 14. However, the Employer shall have the right to delay, or where necessary, cancel appointments to a new position, if said appointment would jeopardize the successful completion of the project that the term employee was originally hired to work on.

**ARTICLE 10 COMMITTEES**

**10.01 Bargaining Committee**

A Bargaining Committee shall be appointed and consist of up to four (4) members of the DISTRICT, plus one (1) Employer representative, if required. The UNION shall appoint up to four (4) members plus one (1) representative, if required. A member of the Regional Board and the president of the UNION may be Ex-Officio members to this committee.

**10.02 Meeting of the Bargaining Committee**

In the event of either the DISTRICT 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 fourteen (14) days after the request has been made or as soon as possible within reason.

**10.03 Labour/Management Meetings**

Labour/Management meetings shall consist of up to three (3) members of the DISTRICT and up to three (3) members of the UNION. Meetings shall be held during working hours, without the loss of wages.

## **ARTICLE 11   JOB SHARING**

The DISTRICT appreciates the principal of job sharing. Employees will have the right to request job sharing. Such requests will be granted where practical at the sole discretion of the DISTRICT. Reasons for not granting a request for job sharing will be provided in writing to both the Union and the employee.

Where a request for job sharing is granted the shared portion of the position will be posted.

Benefits will be available to the employees as long as compliance with the insurance carrier's conditions for continued coverage are met. The Employer will only be responsible for the premiums associated with one (1) employee. The participating employees will share the additional cost fifty/fifty (50/50).

If there are no qualified internal applicants, qualified external candidates will be sought from applications on file with the Human Resources Department. If there are no qualified candidates, the position will not be considered for job sharing.

Should it be determined after the fact that a position is ill-suited for job sharing the DISTRICT will give the employee and the Union one (1) month's notice of its intent to terminate the job sharing arrangements. Included in the notice would be the DISTRICT's reasons for termination.

Should the primary employee leave the position the remaining employee will be afforded the opportunity of finding an internal candidate to replace the primary position. The Employer will offer the employee access to the organization's avenues of communication. If the employee is unsuccessful after ten (10) days, the position will be re-posted as it was prior to entering into the job sharing arrangement.

## **ARTICLE 12   GRIEVANCE PROCEDURE**

### **12.01       Strikes or Lockouts**

There shall be no strikes or lockouts so long as this Collective Agreement continues to operate.

### **12.02       Disputes and Complaints**

- 1) Any disputes arising between the DISTRICT and the UNION concerning the interpretation, application, operation or any alleged violation of this Agreement shall be resolved without work stoppage in keeping with the procedure detailed under this Article and may begin at Step 2 as described in Article 12.04
- 2) If an Employee has a dispute concerning the interpretation, application, operation or any alleged violation of this Agreement which they wish to pursue they shall within seven (7) working days of the event causing the dispute discuss it with their immediate supervisor excluded from the

Bargaining Unit or their designate as determined by the District. Such dispute shall be referred to as a "Complaint" in this Agreement.

- 3) The immediate Supervisor shall have seven (7) working days to attempt to settle the Complaint.
- 4) A Complaint involving the termination of an Employee may be referred by the UNION, in the discretion of the UNION, directly to Step 2 of the grievance procedure outlined in Article 12.04.

### **12.03 Time Limits for Grievance**

If the Complaint is not settled pursuant to Article 12.02 (2) and (3) an employee through the union who wishes to pursue a complaint shall present a grievance in writing to the DISTRICT no later than fifteen (15) working days after the event giving rise to the grievance (whether or not the District has responded fully to the complaint under Article 12.02(2)).

### **12.04 Grievance Procedure**

#### **Step 1:**

The DISTRICT will have five (5) working days from the receipt of the written grievance to deliver its written response to the grievance to the UNION.

#### **Step 2:**

Failing resolution at Step 1, the UNION's Grievance Committee, if it wishes to pursue the grievance, shall deliver a grievance in writing to the Department Manager within five (5) working days following the response from the District at Step 1.

#### **Step 3:**

The District shall have ten (10) working days after receipt of the written grievance to deliver a written response to the grievance to the UNION. During this period the Chief Administrative Officer, or designate, may meet with the UNION's Grievance Committee or its delegate and the aggrieved employee in an effort to investigate and resolve the grievance.

#### **Step 4:**

Failing resolution at Step 3, the UNION may pursue the grievance to arbitration by delivering to the Chief Administrative Officer a written notice of its intention to do so within ten (10) working days following the response at Step 3. Any such arbitration shall be conducted in accordance with Article 12.06.

### **12.05 Grievance Arbitration**

- 1) The DISTRICT and the UNION shall select an arbitrator by mutual agreement. This selection process shall take place within fourteen (14) days of the delivery of the declared intention to institute arbitration procedures. If the parties fail to agree on an arbitrator, either party may

apply to the Minister of Labour and Citizen's Services to appoint an arbitrator.

- 2) Upon the selection or appointment, the arbitrator shall fix a date for hearing the grievance.
- 3) The time limits in Article 12.03 and 12.04 are mandatory and failure to strictly adhere to same shall result in a complaint or grievance being deemed irrevocably abandoned and settled unless an agreement to extend in writing has been given by the opposing party. Arbitrators appointed under this article are so directed.
- 4) Each party shall pay one-half (½) of the fees and expenses of the arbitrator.
- 5) As an alternative to Arbitration, Binding Mediation may be utilized with mutual agreement of the parties, with the timelines and cost sharing handled exactly as noted in Article 12.05.

## **12.06 DISTRICT and UNION-Initiated Grievances**

It is recognized that grievances may be initiated by the DISTRICT or the UNION. Resolution of these grievances shall follow the procedure specified in Clauses 12.01 to 12.06

## **12.07 Individual Grievances**

Individual employees have no right to conduct a grievance beyond Article 12.03. Only the DISTRICT or UNION may pursue the grievance procedure in Article 12.04 although it is acknowledged that a complaint may become a grievance if it is not settled and the Union proceeds with Step 2 of the procedure under Article 12.04.

## **ARTICLE 13 INDEMNITY**

### **13.01 Job Related Liability Protection**

Job related liability protection shall be in accordance with the Regional District of Central Okanagan Officers and Employees Indemnification Bylaw No. 343, 1987.

## **ARTICLE 14 FILLING VACANCIES**

### **14.01 Posting of Positions**

In the event of any position within the Bargaining Unit being newly formed or coming vacant, the position will be posted as early as possible on all employee bulletin boards in each of the Employer's facilities for a minimum of ten (10) days. This is done to ensure that every effort is made to inform employees of any vacancies and enable those interested to make application. Such notice shall include the following information: nature of the position, required knowledge and education, ability and skills, shift, and wage and salary rate.

Temporary job opportunities resulting from the absence of an employee through illness, accident, vacation or approved Leave of Absence or the workload of three (3) months or greater duration, shall be posted.

## **14.02**

### **Qualifications**

- 1) While the DISTRICT and the UNION recognize that job opportunities should increase in proportion to length of service, the parties recognize that the employee group has and maintains a varied range of skills, attitudes and abilities.

In situations where there are more than one (1) qualified applicant, and the more senior applicant cannot be made equal with a minimum amount of training, the position will be awarded to the most qualified individual. Where two (2) or more applicants are deemed equal the position will be awarded to the most senior employee.

When determining employee qualifications the Employer will consider the following:

- i) Applicable credentials
  - ii) Related experience with the Employer
  - iii) Related experience with other employers
  - iv) Additional related training and credentials
  - v) Employment record
  - vi) Safety record
  - vii) Other factors that are contained in the job posting
- 2) Where there are no applications received from full or part time employees or term employees (subject to Article 9.03), relief employees having performed the duties of the vacant position will be given the opportunity to bid on said position. In the case where there is more than one (1) qualified relief applicant, preference will be given to the most qualified applicant as above. In the case where there are two (2) or more equally qualified applicants the individual with the most hours worked over four hundred fifty-five (455) will be awarded the position.

## **14.03**

### **Existing Employee and Probation for New Position**

When a job vacancy or new position is filled by an existing employee, the employee concerned shall be on probation for three (3) months. If the employee's performance is determined to be unsatisfactory any time during this period the employee will be returned to the position that they held previously to accepting the posting. During this probationary period the employee will receive the rate of pay at which the position was bargained for.





- 5) Is promoted out of the bargaining unit for more than one (1) year;
- 6) Quits.

**15.04 Recall**

Employees will maintain their seniority and be eligible for recall provided they have completed the probationary period as outlined in Article 20 and/or there have been no periods of lay-off greater than twelve (12) months. Employees with one (1) or more years' service will retain recall rights of one (1) additional month for each year of service to a maximum of twelve (12) additional months.

**15.05 Seniority List**

Seniority List will be prepared and posted annually on or before July 1<sup>st</sup> in all facilities where DISTRICT employees work.

**ARTICLE 16 LAYOFF AND RECALL**

**16.01 Layoff Procedure**

When the DISTRICT deems it necessary to reduce employees within a function, employees will be laid off on the basis of qualification, ability to perform the work, and seniority. Employees laid off as a result and pursuant to this Article shall not displace workers of other classifications.

**16.02 Recall from Layoff**

Employees shall be recalled from lay-off by job description with the employee with the most seniority able to perform the available work being recalled first (1<sup>st</sup>).

**16.03 Temporary Work**

Upon being placed on lay-off those employees interested in being considered for temporary work outside of their job description will contact the Human Resources Department. They will inform the DISTRICT of which areas they are interested in working and of the skills they possess that will enable them to successfully perform those duties.

**16.04 List of Qualified Available Employees**

The Human Resources Department will compile a list of qualified available employees from which temporary work will be assigned where practical by seniority.

**16.05 Seniority**

When work becomes available the most senior person who has identified themselves as per 16.04 will be called. If that person is not available the next senior person will be contacted and so forth until the work is assigned.

## **ARTICLE 17 HOURS OF WORK**

### **17.01 Normal Work Pattern**

A normal work pattern shall consist of five (5) days, to a maximum of seven (7) or eight (8) hours as the case may be.

No seven (7) hour shift for employees shall be spread over a period longer than eight (8) hours, with one (1) hour off for lunch.

While the Employer intends to maintain consistent workweek patterns, the parties recognize that in some positions a variation of the normal pattern of work is required from time to time. This requirement will be identified in position job descriptions.

The UNION, where practical, will be notified of any proposed variation under this clause.

### **17.02 Outside Parks & Sewage Treatment Plant Employees**

The normal pattern of work for outside Parks employees, and Sewage Treatment Plant employees will be based on forty (40) hours.

### **17.03 Schedules**

The DISTRICT may implement schedules that form a pattern that repeats over a period of not more than eight (8) consecutive weeks and under which the employees covered by the work schedules are to work an average of not more than forty (40) hours per week at the employee's regular rate.

### **17.04 Breaks**

All employees will be:

- 1) permitted a paid fifteen (15) minute rest period in each half ( $\frac{1}{2}$ ) of the work day
- 2) permitted a one (1) hour lunch break in the middle of the shift or as otherwise agreed upon by the DISTRICT and the employee.

An employee working overtime will be permitted similar breaks.

## **ARTICLE 18 SHIFT PREMIUM**

### **18.01 Shift Premium**

A shift premium of one dollar (\$1.00) per hour will be paid for all regular hours worked before 6:00 a.m. and after 6:00 p.m. This premium will be paid for the complete shift when a majority of said shift falls within premium hours.

### **18.02 Standby**

An employee who is required to be on standby at times other than their regular shift shall be paid a minimum of two (2) hours at their regular rate regardless of whether or not the employee is called out.

Standby hours may be banked as per Article 19.01(3).

**18.03 Standby on Regular Day of Rest**

This provision will also apply to those employees required to be on standby on their regular day of rest or statutory holidays.

**18.04 Call Out**

An employee who is called back to work after the employee has completed the employee's normal day's work and has left the Employer's premises, or who is called in to work before the employee's regular starting time, or who was previously instructed to report to work before the employee's regular starting time, shall be paid in accordance with article 19 Overtime Pay. Such employee shall be guaranteed a minimum two (2) hours pay at the one and one half (1 ½) rate. This guarantee shall not apply when a call out extends into an employee's normal working hours.

If the employee is called back following the employee's last shift prior to a day of rest or is called in prior to the regular starting time of the employee's first shift following days of rest, the employee will be paid double (2x) time.

**ARTICLE 19 OVERTIME PAY**

**19.01 All Time Worked in Excess**

All time worked in excess of seven (7) hours in one (1) day or thirty-five (35) hours in one (1) week, or eight (8) hours in one (1) day or forty (40) hours in one (1) week as the case may be, or outside the scheduled hours constituting any employee's normal work day or week as is contemplated in Article 17.03 shall be considered overtime and shall be paid for as follows:

- 1) On an employee's normal workday, time and one-half (1½) for the first (1<sup>st</sup>) two (2) hours and double (2x) time thereafter.
- 2) On an employee's day of rest, double (2x) time.
- 3) The employee has the exclusive option to take compensatory time off in lieu of payment, such time off to be authorized by the Department Head. The said compensatory time off may be carried over into the next calendar year. The employee may accumulate up to a maximum of eighty (80) hours. The employee may take up to one hundred twenty (120) hours of compensatory time off in a calendar year.
- 4) All overtime where and when possible must be authorized in advance by the Department head. An employee shall not receive overtime pay for any overtime work unless authorization by the Department Head is given.
- 5) All employees required to work statutory holidays will be paid double (2x) time plus regular pay for those days.

- 6) If a statutory holiday falls on a shift worker's day of rest, the employee shall be paid regular shift hours for the statutory holiday.

## **ARTICLE 20 PROBATIONARY PERIOD**

### **20.01 New Employees**

All new employees hired for any position with the DISTRICT shall be required to serve a full three (3) month probationary period at ninety percent (90%) of the rate of pay for the position, during which time their position may be terminated, if it is considered that said employee is not capable of fulfilling the duties of such position. The probation period shall be extended by the length of any absence from work by the employee.

The Employer may, in some circumstances, extend this period to six (6) months. The rate of pay would remain at ninety percent (90%) during said extension. If an employee covered by this Agreement is hired to fill a position that has become vacant or newly formed, Article 14.03 shall apply.

The probation period for a part time employee shall be the equivalent of three (3) months' full time employment.

### **20.02 Benefit Plans During Probationary Period**

During such probationary period, other than those covered under Article 15 in its entirety, the employee is not obliged to participate in group benefit plans of the District, however, the employee shall be eligible for the cost-sharing benefits of such plans as provided by the District if said employee desires.

### **20.03 Promotions**

An employee receiving a change in grade, i.e. promotion, shall receive a pay adjustment equal to the new position.

### **20.04 Shall Not be Paid Less**

Employees covered by this Agreement shall not be paid less than employees in positions in the same function, that are not covered by this Agreement, such as grant, student or relief employees.

## **ARTICLE 21 ANNUAL VACATIONS**

### **21.01 Vacation Period**

The term "Vacation Period" shall mean the twelve (12) month period running from January 1<sup>st</sup> to December 31<sup>st</sup>.

- 1) In vacation periods where an employee has entitlement as outlined in 21.02, said incremental week shall not be taken until after the employee's date as outlined in 21.03.

- 2) During the term of this Agreement the Employer may study the feasibility of a "burn as you earn" process of accruing vacation. This process would only be adopted in consultation with and agreement of the Union.

## 21.02

### Vacation Entitlement

For the purpose of calculating length of service to determine an employee's paid vacation entitlement, the anniversary date of every employee shall be determined as follows:

- 1) For new employees will be the first (1<sup>st</sup>) day of employment.
- 2) Existing employees as of December 31<sup>st</sup>, 1981 will have an anniversary date of December 31<sup>st</sup>.
- 3) Vacation entitlement will be determined on an equivalent hours' calculation based on the employee's work week i.e. one (1) day = eight (8) hours or one (1) day = seven (7) hours.
  - i) Twenty-five (25) days (Twenty-five (25) x eight (8) hours) = two hundred (200) hours or
  - ii) Twenty-five (25) days (Twenty-five (25) x seven (7)) = one hundred seventy-five (175) hours
- 4) Part-time employees shall receive vacation entitlement on a prorated basis, i.e. one half (1/2) time with two (2) years of service (fifteen (15) days) = an entitlement of seven and one half (7 1/2) days.
- 5) Seasonal Employees will be paid four percent (4%) of earnings in lieu of vacation. This amount will increase to six percent (6%) after five (5) seasons of employment with the Employer.

## 21.03

### Annual Vacation Periods

Employees shall be allowed annual vacation periods in accordance with the following schedule:

- 1) On January 1<sup>st</sup> immediately following a new employee start date the employee will receive a prorated portion of the first (1<sup>st</sup>) year's entitlement. This time may be taken anytime thereafter, i.e.:

Employee Start date: July 1/00

  - i) Fifteen (15) prorated six twelfths (6/12) = seven point five (7.5) days' vacation available Jan. 1/01
  - ii) Fifteen (15) days available Jan. 1/02
  - iii) Five (5) additional days available July 1/02
- 2) An employee who has completed one (1) but less than two (2) years' service shall be entitled to fifteen (15) working days' vacation with full pay at their current rate of pay as at the time the vacation is taken.
- 3) An employee who has completed two (2) but less than seven (7) years' service shall be entitled to twenty (20) working days' vacation with full pay at their current rate of pay as at the time the vacation is taken.

- 4) An employee who has completed seven (7) but less than twenty (20) years' service shall be entitled to twenty-five (25) working days' vacation with full pay at their current rate of pay at the time the vacation is taken.
- 5) An employee who has completed twenty (20) or more years of service shall be entitled to thirty (30) working days' vacation with full pay at their current rate of pay as at the time the vacation is taken.
- 6) No employee shall receive or take more than fifteen (15) days of vacation time off at any one (1) time without the approval of the Chief Administrative Officer.
- 7) Upon notification, an employee may carry over a maximum of ten (10) days' vacation leave to the next year.
- 8) All employees shall submit to their appropriate Department Head, a written request for permission to commence their annual vacation at least one (1) month in advance of the first (1<sup>st</sup>) day of vacation period requested, or by mutual agreement. Permission must be obtained prior to commencement of the vacation period unless circumstances occur that prevent a person from attending work.
- 9) If an employee is absent from work for reasons other than a WorkSafe BC compensable injury or maternity leave for greater than one (1) month, vacation entitlement shall be reduced on a prorated basis.  
 Employees will not accrue vacation pay while on a WorkSafe BC compensable injury exceeding twenty-six (26) weeks.  
 Employees will not accrue vacation pay while on unpaid maternity leave.  
 For clarity, the annual vacation periods based on years of service for employees returning to work from a WorkSafe compensable injury or unpaid maternity leave will not be affected.
- 10) Where an employee becomes ill while on approved vacation the employee will not be entitled to draw sick pay unless recuperation involves hospitalization or confinement to bed by order of a medical practitioner. Written verification from the attending medical practitioner will be required before sick leave is paid.

**21.04**

**Vacation Pay**

An employee, who is terminated, laid off or retiring from service is entitled to vacation pay in accordance with what they have earned under Clause 21.03.

**21.05**

**Statutory Holidays**

The DISTRICT will observe the following as statutory holidays:

New Year's Day	BC Day
Family Day	Labour Day
Good Friday	Thanksgiving
Easter Monday	Remembrance Day

Victoria Day

Christmas Day

Canada Day (Dominion Day)

Boxing Day

and any other holiday declared or proclaimed as a Statutory Holiday by the Province of British Columbia or the Government of Canada.

Where a Statutory Holiday falls on a Saturday, the holiday will be observed on the Friday. If the Statutory Holiday falls on a Sunday, the holiday will be observed on the Monday. The schedule of Statutory Holidays to be observed at Christmas will be announced at least sixty (60) days prior to the 25<sup>th</sup> of December.

## **ARTICLE 22 GROUP MEDICAL PLAN (BC Medical Services Plan – Care Card)**

### **22.01 Rules and Regulations**

The following rules and regulations governing the Group Medical Plan shall apply to all full-time employees of the DISTRICT covered by this Agreement:

- 1) Participation by all full-time employees of the DISTRICT shall be compulsory except those employees that may be exempted as per Clause 22.01 subsection (2).
- 2) An employee may be granted exemption upon producing satisfactory evidence that similar benefits are provided to said employee's spouse.
- 3) The employee shall be enrolled effective the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) full month of service of the employee.
- 4) Premium costs of the Group Medical Plan shall be paid by the DISTRICT.
- 5) Subject to conversion privileges in accordance with the regulations of the British Columbia Medical Plan, an employee's medical coverage shall cease one (1) calendar month following the date upon which the employee's employment with the DISTRICT terminates for any reason.

## **ARTICLE 23 GROUP BENEFIT PLAN**

### **23.01 Group Benefit Plan Coverage**

The Group Benefit Plan includes Extended Health, Vision Care, Dental, Life Insurance, Dependent Life, Basic Accidental Death & Dismemberment, Optional Life and Long Term Disability.

The following rules and regulations governing the Group Benefit Plan shall apply to all full-time employees of the DISTRICT.

- 1) Participation by all such full-time employees of the DISTRICT shall be compulsory.
- 2) The employee shall be enrolled effective the first (1<sup>st</sup>) day of the month coinciding with or next following the date of completion of three (3) months of employment.



- 3) Premiums for the Group Benefit Plan are paid as follows:
- i) Extended Health: forty/sixty percent (40/60%) by Employee/  
DISTRICT
  - ii) Vision Care: one hundred (100%) percent by DISTRICT
  - iii) Dental: one hundred (100%) percent by DISTRICT
  - iv) Life Insurance: fifty/fifty (50/50%) percent by Employee/  
DISTRICT
  - v) Basic AD & D: fifty/fifty (50/50%) percent by Employee/  
DISTRICT
  - vi) Optional Life: one hundred (100%) percent by Employee
  - vii) Long Term Disability: one hundred (100%) percent by Employee
- 4) Coverage terminates on the last day of the month in which employment ends.

Employees are provided with a booklet that describes the principal features of the Group Benefit Plan.

The Employer agrees to provide a lifetime maximum towards orthodontic work to three thousand (\$3000) dollars.

The Employer agrees to provide three hundred (\$300) dollars towards the purchase of eyeglasses every two (2) years.

The Employer agrees to reimburse employees once a year to a maximum of one hundred (\$100) dollars for eyeglass lenses that are required due to a change in prescription.

The District agrees to provide an allowance of up to eighty (\$80.00) every two (2) years towards the costs associated with an eye examination.

The Employer agrees to provide paramedical coverage of five hundred dollars (\$500) annually for each paramedical practitioner.

## **ARTICLE 24 PENSION PLAN**

### **24.01 Municipal Pension Plan**

The Municipal Pension Plan applies to the DISTRICT and its employees.

## **ARTICLE 25 SICK LEAVE**

### **25.01 Sick Leave Defined**

Sick Leave means the number of working days an employee is permitted to be absent from work without loss of pay due to illness, accident for which compensation is not payable under the provisions of the Workers' Compensation Act, or to care for a sick dependent.

- 1) Effective January 1<sup>st</sup>, 1986, full-time employees shall be entitled to their unused sick days accumulated from that date.
- 2) Unused sick leave may be accumulated by a full-time employee who is employed thirty-five (35) hours or more each week, up to a maximum of one hundred (100) days.
- 3) Seasonal employees may accumulate a maximum of twelve (12) sick days. These sick days are not eligible for the provisions outlined in Article 25.01(4).
- 4) Upon leaving the employ of the DISTRICT after having served a minimum of ten (10) years including past years of service, accumulated sick leave will be paid out for fifty percent (50%) of the accumulated sick days to a maximum of fifty (50) days, calculated at the salary or rate of pay for the year in which the sick days were accumulated. For purposes of pay out, the number of eligible sick days for the last year of employment shall be calculated on the basis of one (1) day per month.
- 5) All employees covered by this Agreement shall be granted sick leave on a pro-rated basis up to a maximum of twelve (12) working days each year, based on the current amount for full-time.
- 6) Sick day entitlement will be determined on an equivalent hours' calculation based on the employee's work week,
  - i.e. a day = forty fifths (40/5) = eight (8) hours
  - a day = thirty-five fifths (35/5) = seven (7) hours
- 7) The Employer will require employees who are sick for more than five (5) days to provide documentation proving that the employee's illness has been diagnosed and is being treated by a qualified Medical Practitioner. The Doctors' note will include the nature of the illness, treatment, and expected date of return to work. An update as to the employee's progress will be required every two (2) weeks. This documentation is required prior to payment and for continuance of sick pay benefits.

The Employer may wave or modify the aforementioned requirements in those situations where the debilitating injury or illness is obvious.

If the employee is off sick for more than one (1) month, a note from the employee's doctor stating that the employee is fit to return to work will be required before the employee is allowed to return.

## **25.02**

### **Personal or Dependent Medical Appointments**

An employee may use sick leave for a personal or dependent medical appointment that cannot reasonably be scheduled outside of the employee's regular working hours. The use of sick leave for this purpose must be approved by the employee's supervisor.

## **ARTICLE 26 MATERNITY LEAVE**

### **26.01 Maternity Leave**

UNION members shall be granted a leave of absence for maternity reasons as per the Employment Standards Act. The provision of the Act applicable to maternity leave will be extended to those employees adopting children subject to the limitations of the Regional District's insurance carriers or the Public Sector Pension Plans Act. All members shall submit to the Chief Administrative Officer a written request for leave at least one (1) month prior to the commencement of such leave.

## **ARTICLE 27 LEAVE OF ABSENCE**

### **27.01 General Leave**

An Employee may, in writing, request a leave of absence without pay for good and sufficient reasons. Such leave may be granted at the discretion of the Chief Administrative Officer or designate.

Benefits will be available to the employee at their expense as long as compliance with the insurance carrier's conditions for continued coverage are met.

### **27.02 Leave for Union and Other Purposes**

An employee who is elected or appointed to a full time position with any trade-union body with which the Union is affiliated, or who is elected to public office, may be granted leave of absence without pay and without loss of seniority for a period not exceeding one (1) year. Such leave must be made in writing and may be renewed by mutual agreement between the Employer and the Union.

### **27.03 Conventions or Meetings**

In addition to the leaves allowed under Article 27.02, at the request of the Union, leave of absence without pay may be granted to employees to attend conventions or other bona-fide meetings of the Canadian Union of Public Employees or other trade-union body with which the Union is affiliated. Such approval will be subject to operational requirements, but will not be unreasonably withheld.

Such leave of absence shall not affect the employee's seniority and benefits shall be continued as long as compliance with the insurance carrier's conditions for continued coverage are met. Employees granted leave under this clause will be paid their regular pay and the Union will reimburse the Employer for such pay.

## **ARTICLE 28 BEREAVEMENT LEAVE**

### **28.01 Bereavement Leave**

An employee shall be granted leave with pay, to a maximum of three (3) days, in the event of a death in the employee's family. Family shall include: wife, husband, spouse, son, daughter, father, mother, brother, sister, grandfather, grandmother, father-in-law, mother-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 child or spouse (including common law spouse).

### **28.02 Compassionate Leave**

An employee shall receive compassionate leave for reasonable and just cause to a maximum of three (3) days without the loss of pay, subject to the approval of the Chief Administrative Officer.

## **ARTICLE 29 IN SERVICE COURSES**

### **29.01 Financial Assistance**

Financial assistance to staff members attending in service courses shall be subject to the following:

- 1) The training course or program must be job related and approved by the Department Head and the Chief Administrative Officer.
- 2) The course or program must demonstrate a substantial value in improving job skills.
- 3) The course or program must be successfully completed.
- 4) Should the employee leave the employ of the DISTRICT prior to one (1) year after the successful completion of the course, the employee shall refund one-half (1/2) of the course/program fees. A written agreement in this regard shall be completed by the DISTRICT and the employee.
- 5) Courses/programs may be attended by each employee within the geographical area of one thousand (1,000) road kilometres from Kelowna (USA included) not to exceed five (5) working days without the written agreement of the Chief Administrative Officer.

To attend courses beyond these parameters, written approval from the Chief Administrative Officer must be received.

- 6) The Department Head shall be satisfied that the applicant's current work program is up-to-date and that the applicant's position is being covered by another staff member in the department.

## **ARTICLE 30 TRAVEL EXPENSES**

### **30.01 Travel Expenses**

The employee shall submit an advance expenses form properly authorized, based on the total estimated cost of the trip (travel, lodging, meals, registration, etc.).

- 1) An advance equalling eighty percent (80%) of the total estimated costs of the trip, less costs paid directly by the DISTRICT (such as airfares), will be prepared for the employee prior to the commencement of the trip.
- 2) Immediately upon return, the employee shall submit a final expenses form properly authorized, showing the total actual expenditures (with receipts) less the amount of the advance received.

## **ARTICLE 31 SEVERANCE PAY – ELIGIBLE EMPLOYEES**

### **31.01 Severance Pay Calculations**

That Severance Pay be based on the following:

- 1) One (1) week's pay for each year of continual service to employees who are unable to continue in their jobs because of non-compensable injury or illness, mental or physical condition or who become redundant due to the introduction of new methods, equipment or organization.
- 2) The Employer will endeavour to place such an employee in other work consistent with their mental or physical condition or other qualifications and will endeavour to provide any necessary training or re-training. Should the employee refuse to be placed in such other work or to undergo training, they shall not be entitled to severance pay, notwithstanding ARTICLE 15 in its entirety.
- 3) The provisions of the Employment Standards Act will apply where the benefits applicable are superior to those within the Collective Agreement.
- 4) The amount of Severance Pay to which an employee shall be entitled shall not exceed fifteen (15) weeks.
- 5) Only full-time and part-time employees are eligible for severance pay.

## **ARTICLE 32 VALID DRIVER'S LICENSE**

### **32.01 Valid Driver's License**

Any employee whose job requires them to drive a Regional District motorized vehicle must hold a valid British Columbia Driver's License. If an employee loses their license, the DISTRICT will attempt to place that employee in a position that does not require driving a DISTRICT vehicle, at that position rate of pay. If such a position is not available, the employee's employment may be terminated.

## **ARTICLE 33 SAFETY OF EMPLOYEES**

### **33.01 Safety Committee**

Safety Committee shall be set up as required by the provisions of the Workers' Compensation Act. The DISTRICT and the UNION shall each appoint three (3) members to this Committee. Meetings shall be held each month during working hours.

### **33.02 Safety Boots**

Employees requiring safety boots will be reimbursed up to one hundred and sixty (\$160.00) every two (2) years toward the purchase of CSA approved safety footwear upon submission of the original receipt.

## **ARTICLE 34 JURY DUTY**

### **34.01 Jury Duty**

When an employee is required to serve as juror or court witness, the difference between the employee's normal earnings and the payment the employee received for jury duty or as court witness shall be paid by the DISTRICT to the employee. Proof of service and amount of payment by the courts shall be submitted to the Financial Services Department.

## **ARTICLE 35 JOB EVALUATION MAINTENANCE PROCEDURES**

### **35.01 Joint Job Re-evaluation Committee**

The Joint Job Re-evaluation Committee (JJRC) shall attempt to make decisions relating to the final job rating of any new or changed jobs.

Where agreement cannot be reached by the JJRC the parties may instigate procedures leading to an arbitration decision. The matter shall be referred to a single arbitrator who shall be jointly selected by the parties to this Agreement. The power of the arbitrator shall be limited to the matters in dispute as submitted. The decision shall be final and binding on the parties. The documentation on the matters in dispute shall be exchanged prior to the arbitration. The arbitrator's fees and expenses shall be borne equally between both parties.

- 1) Whenever the Employer decides to establish a new job, the following procedure shall apply:
  - i) They shall prepare a "job description" and establish a temporary wage rate for the job. This detail shall be submitted to the JJRC for review.
  - ii) They shall notify the Union of the proposed new job, of the "job description" and temporary wage rate.

- iii) An employee(s) shall be appointed or assigned to the new job in accordance with the Collective Agreement and temporary wage rate applied.
- iv) The JJRC shall evaluate the new job at the next regular quarterly review meetings.
- v) If the JJRC review results in a higher rating than the temporary, the incumbent in the new job will receive retroactively the new rate. If the JJRC review results in a lower rating, then the rate will be red-circled until the assigned rate reaches the rate as determined by the JJRC. Any subsequent vacancies will be filled at the rate determined by the JJRC.

- 2) An employee who feels the position has changed enough to warrant an increase may, in concert with the appropriate Department Head, revise their job description on a form available through the Human Resources Department.

Part A of the form is to be completed by the employee with Part B completed by the appropriate Department Head.

Completed forms will be reviewed and every attempt will be made to render a decision within ninety (90) days. If a decision is for whatever reason delayed beyond ninety (90) days the employee will be informed of the progress of their request. If required, the Committee may call on the Department Head and/or employee for any clarification required in making a decision.

If the review results in an increase in wage, the increase will be made retroactive from the date of the initial request.

**ARTICLE 36 WAGES**

**36.01 Wages Paid**

Wages will be paid according to Schedule 1 "Wages"

**36.02 Temporary Assignments**

Employees who are temporarily assigned to a job that is paid at a higher rate than the employee's regular rate will be paid at the higher rate.

**CLASSIFICATION**

**LEVEL 10**                      Regional Growth Strategy Coordinator  
    Senior Accounting Coordinator/Systems Analyst  
    Senior Engineering Technologist  
    Financial Analyst

**LEVEL 9**                         Accounting Analyst  
    Building and Plumbing Inspector

Business Development Coordinator  
Crime Stoppers Coordinator  
Environmental Planner  
GIS Coordinator  
Senior Planner  
Park Planner  
Senior Bylaw Enforcement Officer  
Senior Electrical/Instrumentation Technician  
Senior Treatment Plant Operator  
Senior Utility Operator  
Senior Water & Wastewater Process Technologist

**LEVEL 8**

Business Systems Analyst  
Bylaw Enforcement Officer  
Electrical Instrumentation Technician  
GIS Analyst  
Network & Systems Administrator  
Planner  
Special Projects Accounting Analyst  
Treatment Plant Operator/Senior Level III

**LEVEL 7**

Bylaw Enforcement Coordinator  
Crime Prevention Coordinator  
Engineering Technologist II  
Environmental Services Analyst  
Parks Natural Resource Technician/Volunteer Coordinator  
Parks Planning and Development Technologist  
Parks Recreation/Education Program Coordinator  
Parks Senior Operator  
Parks Senior Operator/Construction & Park Facility Supervisor  
Treatment Plant Operator Level III  
Victim Services Caseworker  
Waste Reduction Facilitator

**LEVEL 6**

Assistant Water & Wastewater Process Technologist  
Business Analyst Level 1  
Fleet Mechanic  
Fleet Mechanic Emergency Vehicles  
GIS Technician  
Public Works Utility Operator

**LEVEL 5**

Accountant  
Bylaw Enforcement Officer I  
Dog Control Officer II  
Dog Control Dispatch/Pound Keeper



Intermediate Accountant  
Parks Facilities Construction Team Lead  
Parks Forest Resource & Trails Operator  
Parks Operator Zone Team Lead  
Park Ranger  
Planning Technician  
Treatment Plant Operator Level II

**LEVEL 4**

Administrative Assistant EDC  
Apprentice Electrical/Instrumentation Technician  
Bylaw Enforcement Weeds & Insects  
Crime Stoppers Assistant Coordinator  
Engineering Technologist I  
False Alarm Administrator  
Finance Clerk  
Parks Operator III  
Parks Visitor Experience & Communications Coordinator  
Parks Technician  
Parks Trails & Facilities Operator  
Treatment Plant Operator Level I  
Utility Operator

**LEVEL 3**

Administrative Assistant II  
Administrative Assistant – Community Services  
Administrative Assistant – Corporate Services  
Administrative Assistant – Engineering Services  
Administrative Assistant – Fire Services  
Administrative Assistant – Fleet Services  
Administrative Assistant - Parks  
Administrative Assistant - Planning  
Cashier/Receptionist  
Dog Control Officer I  
EECO Administrative & Booking Clerk  
Event Planner / Park Interpreter  
Guest Services – EECO Interpreter  
Park Interpreter  
Parks Partnerships Liaison/Park Interpreter  
Parks Environmental Educator/Park Interpreter

**LEVEL 2**

Administrative Assistant  
Clerk I (Parks Services)  
Parks Operator II

**LEVEL 1**

Community Services Labourer  
Facilities Custodian  
Facilities Operator I  
Parks Labourer (seasonal)  
Parks Operator I  
Transfer Station Operator  
Treatment Plant Operator-In-Training

**Clerk I**

Employees who are hired at the Clerk I rate will move to the Clerk II rate after two (2) years' service in that role.

**Dog Control Officer**

After two (2) years in the position of Dog Control Officer I and successful completion of Bylaw Enforcement and Investigative Skills Level 1 course, the officer would be moved to the position of Dog Control Officer II.

**SCHEDULE 1 - WAGE SCHEDULE**

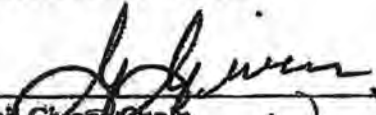
**JANUARY 1, 2020 – DECEMBER 31, 2024**

<b>LEVEL</b>	<b>APRIL 1, 2020 2%</b>	<b>APRIL 1, 2021 2%</b>	<b>APRIL 1, 2022 2%</b>	<b>APRIL 1, 2023 2%</b>	<b>APRIL 1, 2024 2%</b>
Level 10	\$ 44.20	\$ 45.08	\$ 45.98	\$ 46.90	\$ 47.84
Level 9	\$ 41.83	\$ 42.67	\$ 43.52	\$ 44.39	\$ 45.28
Level 8	\$ 39.61	\$ 40.40	\$ 41.21	\$ 42.03	\$ 42.87
Level 7	\$ 37.49	\$ 38.24	\$ 39.00	\$ 39.78	\$ 40.58
Level 6	\$ 35.50	\$ 36.21	\$ 36.93	\$ 37.67	\$ 38.42
Level 5	\$ 33.61	\$ 34.28	\$ 34.97	\$ 35.67	\$ 36.38
Level 4	\$ 31.80	\$ 32.44	\$ 33.09	\$ 33.75	\$ 34.43
Level 3	\$ 30.13	\$ 30.73	\$ 31.34	\$ 31.97	\$ 32.61
Level 2	\$ 28.51	\$ 29.08	\$ 29.66	\$ 30.25	\$ 30.86
Level 1	\$ 26.99	\$ 27.53	\$ 28.08	\$ 28.64	\$ 29.21

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 12<sup>th</sup> day of FEB, 2020.

**ON BEHALF OF:**

REGIONAL DISTRICT OF  
CENTRAL OKANAGAN

  
\_\_\_\_\_  
Gail Giverny, Chair

  
\_\_\_\_\_  
Brian Reardon, Chief Administrative Officer

**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 338

  
\_\_\_\_\_  
Ken Pommier, President Local 338

  
\_\_\_\_\_  
Scott Bruce, Vice President Local 338

  
\_\_\_\_\_  
Rachel Champagne, National Representative

## **SCHEDULE "A" - Definitions**

### **2015 COLLECTIVE AGREEMENT BETWEEN THE 'DISTRICT' AND THE 'UNION'**

#### **DEFINITIONS**

- 1) Words importing the singular include the plural and vice versa; and words importing a male person include a female person and corporation.
- 2) In these definitions, unless the context otherwise requires:

"UNION" means CUPE.

"Bargaining Unit" means positions covered by the provisions of this Collective Agreement and represented by the UNION.

"DISTRICT" means Regional District of Central Okanagan.

"Document" means a written instrument, including a notice, order, certificate, register, letter, report, account summons or legal process.

"Employee" means any person employed by the DISTRICT in the Bargaining Unit and covered by this Collective Agreement.

"Full-time Employee":

- i) Shall mean any person employed by the DISTRICT who is employed twelve (12) months of the year and has completed the probationary period.
- ii) An employee who is absent from work due to sickness or maternity shall remain a full-time employee.

"Relief Employee" means any person employed by the DISTRICT in a relief or temporary position or employed twelve (12) hours or less per week.

A person who is employed for a period of time to fill a position which is available due to absence because of illness, accident, vacation, or approved leave of absence or unanticipated extra work load of less than three (3) months.

Relief employees shall be placed on the temporary work recall list when they have worked four hundred fifty-five (455) hours. Placement on the list shall entitle the relief employee to limited rights for the purposes of bidding into full-time positions.

"Grant Employee" means any person employed by the DISTRICT on a temporary basis with wages or portions thereof paid through a grant from bodies other than the DISTRICT.

"Member" means every person who becomes a member of CUPE and remains a member in accordance with the bylaws.

"Member in Good Standing" means a member whose current membership fee(s) have been paid.

"Non-Managerial Employees" means all employees of the DISTRICT except those that are in a position of Management and the DISTRICT appoints those that in the future to a management position.

"Function" means group of employees or facility group of employees commonly called a department.

"Year of Service" means the accumulation of a minimum of eighteen hundred and twenty (1820) regular hours of service for employees other than full-time. Year of service for full-time employees shall mean one (1) calendar year.

**LETTER OF UNDERSTANDING #1**

BETWEEN

THE REGIONAL DISTRICT OF CENTRAL OKANAGAN

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 338

**RE: Leave of Absence CUPE President**

Providing such leave is at no additional cost to the Employer, a leave of absence shall be granted to an employee elected as President of CUPE Local 338 during the term of the Collective Agreement subject to article 27.02.

Wages paid by the District to the President will be based in accordance with the current CUPE Local 338 bylaws. Benefits will be continued including CPP, EI, BC Medical, Pension, Group Life, AD&D, Dental, Extended Health and WI.

WCB coverage will be the responsibility of CUPE Local 338 through the lent-employee program.

All wages and costs of benefits will be reimbursed to the District by CUPE Local 338 each month.

Seniority shall accrue during the term of the leave.

The President shall return to their previously held position or a position mutually agreed upon by the parties.


This leave may be cancelled by mutual agreement of the parties.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 12<sup>th</sup> day of FEB, 2021.

**ON BEHALF OF:**

REGIONAL DISTRICT OF  
CENTRAL OKANAGAN

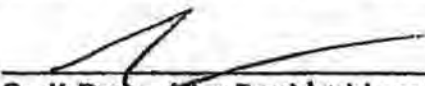
  
Gail Given, Chair

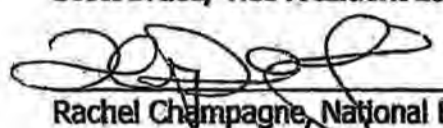
  
Brian Reardon, Chief Administrative Officer

**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 338

  
Ken Pommier, President Local 338

  
Scott Bruce, Vice President Local 338

  
Rachel Champagne, National Representative

**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**THE REGIONAL DISTRICT OF CENTRAL OKANAGAN**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 338**

**RE: Banked Time for Christmas Closure**

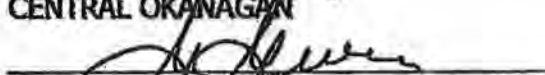
The parties agree that for a trial period of one (1) year from date of ratification of this Collective Agreement, employees who do not have the opportunity to bank sufficient time off under Article 19.01 subsection 3) may work one half (½) hour of their lunch breaks to accumulate up to four (4) earned days off per year. Earned days off will only be taken upon mutual agreement of the employee and Employer to cover unpaid days during the annual December office closure.


After the trial period has concluded, the parties agree to meet and discuss the suitability of extending this LOU for the remainder of the term of the Collective Agreement. The parties agree not to be unreasonable in their decisions.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 2<sup>nd</sup> day of FEB, 2024.

**ON BEHALF OF:**

REGIONAL DISTRICT OF  
CENTRAL OKANAGAN

  
Gall Given, Chair

  
Brian Reardon, Chief Administrative Officer

**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 338

  
Ken Pommer, President Local 338

  
Scott Bruce, Vice President Local 338

  
Rachel Champagne, National Representative