

**COLLECTIVE AGREEMENT**

BETWEEN

**DISTRICT OF SUMMERLAND**

**DISTRICT OF  
SUMMERLAND**



AND

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL NO 1136**



CARING FOR OUR COMMUNITY

**JANUARY 1, 2018 – DECEMBER 31, 2022**



# TABLE OF CONTENTS

<b>ARTICLE 1</b>	<b>PREAMBLE</b> .....	<b>1</b>
1.01	RECOGNITION .....	1
1.02	SINGULAR AND PLURAL.....	1
1.03	PARTY DEFINITION.....	1
<b>ARTICLE 2</b>	<b>RIGHTS OF MANAGEMENT</b> .....	<b>1</b>
2.01	MANAGEMENT RIGHTS.....	1
<b>ARTICLE 3</b>	<b>UNION RECOGNITION</b> .....	<b>1</b>
3.01	EXCLUSIVE BARGAINING REPRESENTATIVE .....	1
3.02	WORK OF THE BARGAINING UNIT .....	2
3.03	APPLICATION .....	2
<b>ARTICLE 4</b>	<b>NO DISCRIMINATION</b> .....	<b>2</b>
4.01	NO DISCRIMINATION, INTERFERENCE, RESTRICTION OR COERCION.....	2
4.02	NO HARASSMENT.....	2
<b>ARTICLE 5</b>	<b>UNION SECURITY</b> .....	<b>2</b>
5.01	MAINTENANCE OF MEMBERSHIP .....	2
<b>ARTICLE 6</b>	<b>CHECKOFF OF UNION DUES</b> .....	<b>3</b>
6.01	CHECKOFF .....	3
6.02	DUES .....	3
6.03	INITIATION FEE.....	3
6.04	REMITTANCE .....	3
<b>ARTICLE 7</b>	<b>EMPLOYER SHALL ACQUAINT NEW EMPLOYEES</b> .....	<b>3</b>
7.01	CURRENT COLLECTIVE AGREEMENT .....	3
<b>ARTICLE 8</b>	<b>CORRESPONDENCE</b> .....	<b>3</b>
8.01	CORRESPONDENCE .....	3
<b>ARTICLE 9</b>	<b>LABOUR MANAGEMENT RELATIONS</b> .....	<b>4</b>
9.01	REPRESENTATION .....	4
9.02	LABOUR-MANAGEMENT RELATIONS COMMITTEE .....	4
9.03	FUNCTION OF LABOUR-MANAGEMENT RELATIONS COMMITTEE .....	4
9.04	MEETINGS OF COMMITTEE.....	4
9.05	TIME OFF FOR MEETINGS.....	4
9.06	COLLECTIVE BARGAINING.....	4
9.07	REPRESENTATIVES OF CANADIAN UNION OF PUBLIC EMPLOYEES .....	5
<b>ARTICLE 10</b>	<b>RULES AND REGULATIONS</b> .....	<b>5</b>
10.01	COPIES OF ALL RULES, REGULATIONS AND POLICIES .....	5

<b>ARTICLE 11</b>	<b>GRIEVANCE PROCEDURE .....</b>	<b>5</b>
11.01	DEFINITION OF GRIEVANCE .....	5
11.02	PERMISSION TO LEAVE WORK .....	5
11.03	SETTLING OF GRIEVANCES.....	5
11.04	POLICY GRIEVANCE .....	6
11.05	GRIEVANCES ON SAFETY .....	7
11.06	REPLIES IN WRITING.....	7
11.07	EMPLOYEE MAY DISCUSS THEIR OWN PERSONAL PROBLEM.....	7
<b>ARTICLE 12</b>	<b>ARBITRATION .....</b>	<b>7</b>
12.01	SINGLE ARBITRATOR.....	7
12.02	AMENDING OF TIME LIMITS .....	7
12.03	WITNESSES.....	7
<b>ARTICLE 13</b>	<b>DISCHARGE, SUSPENSION AND DISCIPLINE .....</b>	<b>8</b>
13.01	WARNINGS .....	8
13.02	PROCEDURE UPON DISCHARGE OR SUSPENSION .....	8
13.03	CROSSING PICKET LINES.....	8
13.04	DISCHARGE AND/OR SUSPENSION GRIEVANCES .....	8
13.05	DISCHARGE AND/OR SUSPENSION REINSTATEMENT .....	8
13.06	PERSONNEL FILE.....	9
<b>ARTICLE 14</b>	<b>EMPLOYEE CATEGORIES .....</b>	<b>9</b>
14.01	EMPLOYEE CATEGORIES.....	9
<b>ARTICLE 15</b>	<b>PROBATION.....</b>	<b>10</b>
15.01	PROBATION .....	10
<b>ARTICLE 16</b>	<b>SENIORITY.....</b>	<b>10</b>
16.01	SENIORITY DEFINED .....	10
16.02	CALCULATION OF SENIORITY.....	10
16.03	SENIORITY LISTS .....	11
16.04	LOSS OF SENIORITY.....	11
16.05	LAYOFF AND RECALL .....	11
<b>ARTICLE 17</b>	<b>PROMOTIONS AND TRANSFERS .....</b>	<b>11</b>
17.01	SENIORITY TO APPLY .....	11
17.02	JOB POSTING.....	12
17.03	APPLICATIONS FOR LATERAL POSITIONS.....	12
17.04	EMPLOYEE ON TRIAL PERIOD .....	12
17.05	TEMPORARY JOB OPPORTUNITY .....	12
17.06	PLACEMENT OF DISABLED EMPLOYEES .....	12
17.07	APPLYING FOR A POSTING WHILE ON VACATION.....	12
17.08	TRANSFER OR PROMOTION OUT OF THE BARGAINING UNIT .....	13

<b>ARTICLE 18</b>	<b>LAYOFFS AND RECALLS .....</b>	<b>13</b>
18.01	INCLEMENT WEATHER OR EMERGENCY CONDITIONS .....	13
18.02	NOTICE OF LAYOFF.....	13
18.03	LAYOFF ORDER .....	13
18.04	KEEPING THE EMPLOYER INFORMED OF CONTACT INFORMATION.....	13
18.05	RECALLS .....	13
18.06	RETURN TO WORK .....	14
18.07	EMERGENT OR SHORT TERM WORK .....	14
<b>ARTICLE 19</b>	<b>HOURS OF WORK.....</b>	<b>14</b>
19.01	NORMAL WORK DAY AND NORMAL WORK WEEK .....	14
19.02	EXCEPTIONS TO NORMAL WORK DAY, NORMAL WORK WEEK AND OTHER CONDITIONS OF EMPLOYMENT.....	14
19.03	NO SPLIT SHIFTS.....	14
19.04	REST PERIODS .....	14
19.05	EARNED TIME OFF .....	15
<b>ARTICLE 20</b>	<b>OVERTIME .....</b>	<b>15</b>
20.01	OVERTIME RATES .....	15
20.02	AUTHORIZATION.....	15
20.03	PAID TIME OFF IN LIEU OF WORKED OVERTIME.....	15
20.04	SALARY CONVERSION FACTORS.....	15
<b>ARTICLE 21</b>	<b>REPORTING FOR WORK.....</b>	<b>16</b>
21.01	REGULAR SHIFT.....	16
<b>ARTICLE 22</b>	<b>CALLOUTS .....</b>	<b>16</b>
22.01	CALLOUTS BEFORE OR AFTER NORMAL DAY'S WORK .....	16
22.02	INSTRUCTED TO RETURN TO WORK BEFORE END OF NORMAL DAY'S WORK.....	16
22.03	INSTRUCTED TO NEXT REPORT FOR WORK BEFORE END OF NORMAL DAY'S WORK.....	16
<b>ARTICLE 23</b>	<b>SHIFT PREMIUM .....</b>	<b>16</b>
23.01	PREMIUM SHIFT DEFINED .....	16
23.02	SHIFT PREMIUM .....	16
<b>ARTICLE 24</b>	<b>STATUTORY HOLIDAYS.....</b>	<b>17</b>
24.01	STATUTORY HOLIDAY LISTING.....	17
24.02	SUBSTITUTED DAY .....	17
24.03	DECLARATION IN LIEU OF STATUTORY HOLIDAY .....	17
24.04	WHEN HOLIDAY FALLS ON NON-WORKING DAY .....	17
24.05	PAYMENT FOR STATUTORY HOLIDAYS.....	17
24.06	WORKING ON A STATUTORY HOLIDAY .....	17
24.07	EMPLOYMENT TIME TO RECEIVE STATUTORY HOLIDAY PAY .....	18
24.08	HOLIDAY OCCURRING DURING ANNUAL VACATION.....	18
24.09	STATUTORY HOLIDAY PAY WHILE ON LAYOFF.....	18

<b>ARTICLE 25</b>	<b>ANNUAL VACATIONS.....</b>	<b>18</b>
25.01	DEFINITION OF CALENDAR YEAR .....	18
25.02	VACATION ENTITLEMENT .....	18
25.03	NEW EMPLOYEES .....	19
25.04	EMPLOYEES ON LAYOFF .....	19
25.05	EMPLOYEES ON LONG TERM DISABILITY/WCB.....	19
25.06	PART-TIME OR TERM EMPLOYEES.....	19
25.07	SCHEDULING OF VACATIONS .....	19
25.08	WHEN VACATIONS ARE TO BE TAKEN.....	19
<b>ARTICLE 26</b>	<b>HEALTH AND WELLNESS .....</b>	<b>19</b>
26.01	HEALTH LEAVE DEFINED .....	19
26.02	HEALTH LEAVE BANK .....	20
26.03	HEALTH LEAVE PAY AND TRANSITION TO WEEKLY INDEMNITY.....	20
26.04	WORKERS' COMPENSATION.....	21
26.05	GENERAL PRINCIPLES.....	21
26.06	NOTICE OF INTENT TO RETURN TO WORK .....	22
26.07	COVERAGE .....	22
26.08	ADMINISTRATION.....	22
<b>ARTICLE 27</b>	<b>LEAVE OF ABSENCE .....</b>	<b>22</b>
27.01	LEAVE OF ABSENCE WITHOUT PAY .....	22
27.02	LEAVE FOR UNION AND OTHER PURPOSES .....	23
27.03	LEAVES FOR CONVENTIONS, EDUCATION AND/OR UNION MEETINGS .....	23
27.04	BEREAVEMENT LEAVE .....	23
27.05	PREGNANCY LEAVE .....	23
27.06	PARENTAL LEAVE .....	24
27.07	EMPLOYER MAY REQUIRE PREGNANCY LEAVE .....	25
27.08	DUTIES OF THE EMPLOYER .....	25
27.09	EMPLOYMENT DEEMED CONTINUOUS.....	25
27.10	JURY DUTY OR COURT WITNESS .....	25
27.11	COMPASSIONATE LEAVE.....	26
<b>ARTICLE 28</b>	<b>WAGES, SALARIES AND APPLICABLE PROVISIONS.....</b>	<b>26</b>
28.01	WAGE AND SALARY RATES .....	26
28.02	SALARY RANGES .....	26
28.03	DAILY RATE AND CLASSIFIED RATE – OUTSIDE EMPLOYEES .....	26
28.04	MORE FAVOURABLE RATE.....	27
28.05	DIRTY WORK.....	27
28.06	NO PYRAMIDING.....	27
28.07	ACTING CHIEF OPERATOR/FOREMAN RATE .....	27
28.08	WORK BOOT ALLOWANCE .....	27
28.09	REIMBURSEMENTS OF CREDENTIALS.....	27
28.10	LABOUR MARKET ADJUSTMENT .....	28

<b>ARTICLE 29</b>	<b>STANDBY (ON CALL)</b> .....	<b>28</b>
29.01	ON CALL PREMIUM .....	28
29.02	CALLOUTS WHILE ON STANDBY .....	28
<b>ARTICLE 30</b>	<b>NEW OR CHANGED CLASSIFICATIONS</b> .....	<b>28</b>
30.01	NEW CLASSIFICATIONS .....	28
30.02	CHANGED CLASSIFICATION .....	29
30.03	ABANDONMENT .....	29
<b>ARTICLE 31</b>	<b>MUNICIPAL PENSION PLAN</b> .....	<b>29</b>
31.01	PUBLIC SECTOR PENSION PLAN .....	29
<b>ARTICLE 32</b>	<b>HEALTH AND WELFARE COVERAGE</b> .....	<b>29</b>
32.01	GROUP LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT .....	29
32.02	MEDICAL SERVICES PLAN .....	29
32.03	EXTENDED HEALTH BENEFIT .....	29
32.04	DENTAL PLAN .....	30
<b>ARTICLE 33</b>	<b>BULLETIN BOARDS</b> .....	<b>30</b>
33.01	PROVIDE BULLETIN BOARDS .....	30
<b>ARTICLE 34</b>	<b>TECHNOLOGICAL CHANGE</b> .....	<b>30</b>
34.01	DURING THE TERM OF THIS AGREEMENT .....	30
34.02	INTRODUCING A TECHNOLOGICAL CHANGE .....	30
34.03	ARBITRATOR DECISION .....	31
34.04	WRITTEN NOTICE .....	31
<b>ARTICLE 35</b>	<b>GENERAL</b> .....	<b>31</b>
35.01	JOB RELATED LIABILITY PROTECTION .....	31
35.02	PAYMENT IN LIEU OF VACATION AND FRINGE BENEFITS .....	31
35.03	THIRD PARTY LIABILITY .....	32
35.04	JOB TRAINING .....	32
<b>ARTICLE 36</b>	<b>OCCUPATIONAL HEALTH AND SAFETY</b> .....	<b>32</b>
36.01	JOINT SAFETY COMMITTEE .....	32
<b>ARTICLE 37</b>	<b>TERM OF AGREEMENT</b> .....	<b>33</b>
37.01	DATES OF THE AGREEMENT .....	33
<b>SCHEDULE "A"</b>	.....	<b>34</b>
PAY RATES	.....	34
<b>SCHEDULE "B"</b>	.....	<b>36</b>
EXCEPTIONS TO NORMAL WORK DAY, NORMAL WORK WEEK	.....	36
<b>LETTER OF UNDERSTANDING #1</b>	.....	<b>38</b>
RE: EMPLOYER OBLIGATIONS TO EMPLOYEES	.....	38

<b>LETTER OF UNDERSTANDING #2</b> .....	<b>40</b>
RE: CUPE LONG TERM DISABILITY PLAN.....	40
<b>LETTER OF UNDERSTANDING #3</b> .....	<b>42</b>
RE: AQUATIC CENTRE.....	42
<b>LETTER OF UNDERSTANDING #4</b> .....	<b>44</b>
RE: LABOUR/MANAGEMENT COMMITTEE .....	44
<b>LETTER OF UNDERSTANDING #5</b> .....	<b>45</b>
RE: STUDENTS HIRING AND REMUNERATION.....	45
<b>LETTER OF UNDERSTANDING #6</b> .....	<b>46</b>
RE: RCMP SUPPORT STAFF – HOURS OF WORK.....	46
<b>LETTER OF UNDERSTANDING #7</b> .....	<b>47</b>
RE: EARNED DAYS OFF .....	47
<b>LETTER OF UNDERSTANDING #8</b> .....	<b>48</b>
RE: OVERTIME FOR CALL-OUT WHILE ON VACATION.....	48



AGREEMENT BETWEEN:  
**THE DISTRICT OF SUMMERLAND**  
(hereinafter called the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL 1136**

Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour Congress  
(hereinafter called the "Union")

**ARTICLE 1 PREAMBLE**

**1.01 Recognition**

This Agreement is entered into for the purpose of promoting and continuing the good relationship between the District of Summerland and its employees represented by the Union; to secure prompt and equitable disposition of grievances, and to establish conditions of employment, rates of pay and hours of work.

**1.02 Singular and Plural**

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 require.

**1.03 Party Definition**

"Parties" as used in this Agreement means the District of Summerland and the Canadian Union of Public Employees, Local No 1136, and "Party" means either one of those Parties.

**ARTICLE 2 RIGHTS OF MANAGEMENT**

**2.01 Management Rights**

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

**ARTICLE 3 UNION RECOGNITION**

**3.01 Exclusive Bargaining Representative**

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for its employees covered and classified by the Agreement as to rates of pay, hours of work and other working conditions.

### **3.02 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.

### **3.03 Application**

- a) Employees whose jobs are not covered by Schedule "A" of this Agreement are hereby excluded from the terms and conditions of this Agreement.
- b) If, upon application to the Labour Relations Board by either the Union or the Employer, the said Board rules that any person, whose job classification is not included in Schedule "A", is an employee within the meaning of the Labour Relations Code and is included in the unit for which the Union is certified, the Employer shall forthwith institute a new classification for such person and all the provisions of Article 30 of the Agreement shall apply thereto.

## **ARTICLE 4 NO DISCRIMINATION**

### **4.01 No Discrimination, Interference, Restriction or Coercion**

There shall be no discrimination, interference, restriction or coercion with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, creed, age, sex, colour, national origin, political or religious affiliation, place of residence or because of a criminal or summary conviction that is unrelated to employment, nor by reason of their membership or activity in the Union.

### **4.02 No Harassment**

All personnel have the right to work in an environment free of harassment, bullying or violence of any form. Complaints of harassment, bullying or violence will be handled in accordance with the District policy. Any grievance regarding the District's handling of a complaint of harassment, bullying or violence including the outcome of the application of the policy will commence at Step 2, as outlined in Article 11.03.

## **ARTICLE 5 UNION SECURITY**

### **5.01 Maintenance of Membership**

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

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

### **6.01 Checkoff**

Notwithstanding the provisions of Article 5.01, as a condition of employment, every employee to whom the terms and conditions of this Agreement apply, whether a member of the Union or not, 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.

### **6.02 Dues**

The Employer shall deduct from the earnings of each employee, dues equal to the current Union dues and assessments, after thirty (30) days of employment and in the event a person is employed in excess of one (1) month, the date could be retroactive.

### **6.03 Initiation Fee**

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.

### **6.04 Remittance**

Deductions shall be made on a bi-weekly basis and shall be forwarded to the Secretary-Treasurer at the Union office, by the tenth (10<sup>th</sup>) day of the following month accompanied by a list of the names of all employees from whose wages the deductions have been made and 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 whose wages the foregoing deductions have been made.

## **ARTICLE 7 EMPLOYER SHALL ACQUAINT NEW EMPLOYEES**

### **7.01 Current Collective Agreement**

The Employer will ensure the current Collective Agreement is available electronically and that all new CUPE employees in the bargaining unit, are advised of its availability. The Employer will provide a printed copy of the Agreement and Benefit booklet upon request. The Union will be afforded a maximum of thirty (30) minutes time to provide orientation at a mutually agreed time.

## **ARTICLE 8 CORRESPONDENCE**

### **8.01 Correspondence**

Correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the District's Administrator or designate and the President of the Union.

## **ARTICLE 9      LABOUR MANAGEMENT RELATIONS**

### **9.01              Representation**

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

### **9.02              Labour-Management Relations Committee**

A Labour-Management Relations Committee shall be appointed and consist of not more than three (3) representatives of the Employer, as appointees of the Employer, and not more than three (3) members of the Union, as appointees of the Union.

### **9.03              Function of Labour-Management Relations Committee**

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, and other working conditions arising during the term of this Agreement, shall be referred to the Labour-Management Relations Committee for discussion and settlement.

### **9.04              Meetings of Committee**

- a) The Committee shall hold a meeting each quarter. At each meeting, the Parties shall agree upon a date for the next quarterly meeting.
- b) In the event either party wishes to call a meeting of the Labour-Management Relations Committee, other than a regular quarterly meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than ten (10) working days after the request has been given.

### **9.05              Time Off for Meetings**

Any representative of the Union on the Labour-Management Relations Committee, who is in the employ of the Employer, shall have the privilege of attending Labour-Management Relations Committee meetings held within working hours without loss of remuneration.

### **9.06              Collective Bargaining**

The Parties shall appoint a Bargaining Committee which will consist of not more than three (3) members appointed by and representing the Employer, and not more than three (3) members appointed by and representing the Union. Each Party shall advise the other of the names of its appointees and changes of appointees as these may occur. They shall suffer no loss of remuneration for time spent in direct negotiations.

**9.07 Representatives of Canadian Union of Public Employees**

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

**ARTICLE 10 RULES AND REGULATIONS**

**10.01 Copies of All Rules, Regulations and Policies**

Copies of all rules, regulations and policies made by the Employer for the governance of employees in the Bargaining Unit shall be forwarded to the Union and shall be posted on all bulletin boards and made available on the District's Intranet or equivalent medium.

**ARTICLE 11 GRIEVANCE PROCEDURE**

**11.01 Definition of Grievance**

"Grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any questions as to whether any matter is arbitrable, and shall also mean any difference arising from disciplinary action or relating to employment where it is alleged that the Employer has acted unjustly. All grievances shall be finally and conclusively settled in the manner set out in this Article without slowdown or stoppage of work.

**11.02 Permission to Leave Work**

Union Stewards and members of the Grievance Committee shall be permitted time off to handle grievances without loss of pay, provided they have first sought and obtained permission from their immediate supervisor to absent themselves from their regular duties for that purpose, which permission shall not be unreasonably withheld.

**11.03 Settling of Grievances**

**Step 1**

The employee concerned, in person, with their Union Steward in attendance, shall first seek to settle a dispute regarding this Agreement in discussions with the immediate manager or person holding an equivalent position, within twenty-eight (28) calendar days from the time the dispute became known to the employee.

Where an employee claims denial of selection on a job posting, the employee must file their grievance at Step 2 within fourteen (14) calendar days of receiving such notice.

### **Step 2**

If a satisfactory settlement is not reached within seven (7) calendar days after a dispute was first discussed under Step 1, a grievance shall be submitted, in writing, to the aggrieved employee's Department Head. The Department Head shall respond to the grievance within seven (7) calendar days.

### **Step 3**

If the response provided by the Department Head does not resolve the grievance, the Union will have seven (7) calendar days to submit the grievance to the Employer's Grievance Committee.

Within seven (7) calendar days of receipt of the grievance, the aggrieved employee, in person with the Union's Grievance Committee 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 Department Head of the affected Department and the District's Administrator and any other management which the District's Administrator appoints to review the grievance.

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, and interview witnesses. 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.

### **Step 4**

The Employer shall advise the Union of its decision within seven (7) calendar days following the Step 3 grievance meeting. The Union shall notify the Employer within twenty-one (21) calendar days after receiving the Employer's Step 3 response if it intends to proceed to arbitration.

Should either of the Parties become aware of any relevant or pertinent evidence or facts related to the dispute following the Step 3 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.

In the event that the Union does not notify the Employer that it will proceed to Arbitration within the prescribed time limit, the Grievance shall be deemed to be abandoned and all rights to the Grievance Procedure at an end.

## **11.04**

### **Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, the grievance shall be submitted at Step 2 of the grievance procedure within twenty-five (25) calendar days from the time the dispute became known to the Union.

**11.05 Grievances on Safety**

An employee or group of employees who believe they are being required to work under conditions which are unsafe and unhealthy shall have the right to immediately file a grievance in Step 2 of the Grievance Procedure.

**11.06 Replies in writing**

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

**11.07 Employee May Discuss Their Own Personal Problem**

Nothing in this Article shall be interpreted as preventing an employee from discussing their own personal problem with their supervisor, manager or Department Head.

**ARTICLE 12 ARBITRATION**

**12.01 Single Arbitrator**

- a) The Parties shall agree upon an arbitrator within fourteen (14) calendar days. If they fail to agree, either party may apply to the Director of the Arbitration Bureau to appoint an arbitrator.
- b) The arbitrator shall fix a date for hearing the grievance, within sixty (60) calendar days from the date of the selection or appointment
- c) The award shall be binding upon the parties, but in no event shall the arbitrator have the power to alter, modify, or amend the Agreement in any respect.
- d) Each party shall pay half the fees and expenses of the arbitrator.

**12.02 Amending of Time Limits**

Time limits mentioned in Articles 11 and 12 may only be extended by written mutual agreement of the Parties.

**12.03 Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee concerned as witness and other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

## **ARTICLE 13 DISCHARGE, SUSPENSION AND DISCIPLINE**

### **13.01 Warnings**

- a) Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall first inform the Union and employee. Within seven (7) calendar days thereafter written particulars of such censure will be given to the employee involved, with copy thereof to the President of the Union.
- b) When the Employer intends to interview an employee for disciplinary purposes, the Employer shall provide the employee adequate advance notice of the purpose of such interview, so the employee may arrange for their Union Steward to be present at the interview.

### **13.02 Procedure Upon Discharge or Suspension**

Discharge or suspension of an employee shall be for just and reasonable cause.

When an employee is discharged or suspended they shall be given the reasons for such discharge or suspension in writing, within twenty-four (24) hours with a copy thereof to the President of the Union.

### **13.03 Crossing Picket Lines**

In the event that any employees of the Employer, other than those covered by this Agreement, engage in a legal strike or where employees in a labour dispute engage in a legal strike and maintain picket lines, the employees covered by this Agreement shall have the right to refuse to cross such picket lines. Failure to cross such a picket line by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

### **13.04 Discharge and/or Suspension Grievances**

A claim by an employee that they have been discharged or suspended for other than just and reasonable cause shall be treated as a special grievance and shall be submitted at Step 2 of Article 11.03.

### **13.05 Discharge and/or Suspension Reinstatement**

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



## **13.06**

### **Personnel File**

The Employer agrees that all employees will have access to their personnel file and may review same in the presence of the Chief Administrative Officer (CAO) or designate. To obtain access to their personnel file an employee will forward the appropriate request in writing to the CAO or designate who will deal with the request within a reasonable time. Copies of all such requests will be immediately forwarded to the Union President. Any employee may respond in writing to any report on their personnel file and such response will become a part of the file. Upon request by the employee, letters of censure or discipline will be removed from the employee's file after a period of thirty-six (36) months provided there has not been discipline of a similar nature in that time.

## **ARTICLE 14 EMPLOYEE CATEGORIES**

### **14.01**

#### **Employee Categories**

- a) "Regular Full Time Employee" means a permanent employee who regularly works the normal work day and normal work week described in Article 19.01 or Schedule "B".
- b) "Regular Part Time Employee" means an employee who regularly works less than the normal work day and/or the normal work week described in Article 19.01 or Schedule "B".
- c) "Term Employee" means an employee who is employed for a specified period of time to fill a position which is available due to the absence of an employee through illness, accident, vacation or approved leave of absence, or extra workload. Any position occupied by a term employee shall be assumed by the person, normally holding the position, upon their return from leave. Any regular employee who works in a term capacity for a specified period of time for reasons noted above, shall continue to be considered a regular employee.
- d) "Casual Employee" shall mean any employee hired to do work on an intermittent basis.
- e) "Grant Workers" will be considered "employees" insofar as the Employer is concerned. The rate of pay and benefits will be negotiated between the Employer and the Union.
- f) "Student" is a person employed by the Employer for remuneration who is attending school, college or university and who intends to return to school, college or university in the subsequent academic year.

## **ARTICLE 15 PROBATION**

### **15.01 Probation**

All new employees are considered "Probationary Employees" until they have completed their probationary period. A probationary employee shall not be entitled to seniority and may be discharged for just cause. At the end of such probationary period, an employee shall be entered on the applicable seniority list as of their original date of employment. Probationary periods for new employees are as follows:

Regular Full Time Employees: Six (6) months

Regular Part Time Employees: Completion of six hundred (600) hours

Term Employees: Completion of nine hundred (900) hours in prior twelve (12) months.

## **ARTICLE 16 SENIORITY**

### **16.01 Seniority Defined**

Seniority shall be measured by length of service in the bargaining unit and shall operate on a bargaining unit-wide basis.

A part time employee who is successful on any full time position will have previous service credited based on the hours actually worked provided the employee has completed the probationary period.

### **16.02 Calculation of Seniority**

Seniority date shall mean the first (1<sup>st</sup>) day hired into a regular position and adjusted to include hours worked prior to achieving regular status.

a) **Regular Full Time Employee**

Following the probationary period, seniority credits shall commence from the first (1<sup>st</sup>) day hired into a regular position and adjusted to include hours worked prior to achieving regular status.

b) **Regular Part Time Employee**

For Part Time employees, seniority shall be calculated on the number of hours worked from the first (1<sup>st</sup>) day hired into a regular position and adjusted to include hours worked prior to achieving regular status.

c) **Term and Casual Employees**

Seniority shall be calculated based on hours worked within the bargaining unit. Term and Casual employees shall be placed on a Term and Casual Employee seniority list when they have worked nine hundred (900) hours in the preceding twelve (12) months. The seniority date shall be the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) month of the qualifying twelve (12) month period. Placement on the list shall entitle the Term/Casual employee to limited rights for the purpose of bidding into regular full time or part time positions within the District, such that where a posted position is not filled by an existing regular employee, a term or casual employee shall be given first (1<sup>st</sup>) preference for the vacant position provided they possess the required qualifications, skills, abilities and knowledge.

### **16.03 Seniority Lists**

The Employer shall prepare a Master Seniority List to be posted in a convenient place, on or before the first (1<sup>st</sup>) day of April each year, showing the seniority standing of each regular employee covered by this Agreement. This list will include the employee status (regular full time, regular part time), start date in the bargaining unit, length of service, and hours worked. For part time employees, length of service will be determined by pro-rating hours actually worked into full time equivalents (FTEs). This list shall be subject to correction upon proper representation by the Union.

The Employer shall also prepare a Term/Casual Seniority List on or before the first (1<sup>st</sup>) day of April each year, showing the seniority standing of each employee covered by this Agreement.

### **16.04 Loss of Seniority**

- a) Except as provided in Subsection (b), an employee shall not lose their seniority if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.
- b) An employee shall lose their seniority in the event they:
  - i) are discharged for just and reasonable cause;
  - ii) resigns;
  - iii) are absent from work in excess of five (5) working days without approval, unless it was not reasonably possible to contact the Employer to request such approval;
  - iv) fails to return to work following a layoff, within the period prescribed in Article 18.06, unless unable to do so because of sickness, or other cause acceptable to the Employer;
  - v) are laid off for a period longer than one (1) year;
- c) When an employee loses their seniority, their right to continued employment and/or to re-employment shall cease. In the event of re-employment, such person shall start as a new employee and their right to seniority and other benefits based upon their length of service with the Employer shall be calculated from their date of re-employment.

### **16.05 Layoff and Recall**

Seniority shall prevail on a bargaining unit wide basis for the purpose of layoff and/or recall.

## **ARTICLE 17 PROMOTIONS AND TRANSFERS**

### **17.01 Seniority to Apply**

Promotions and transfers shall be made on the basis of seniority, provided the employee concerned possesses the necessary qualifications, skill, knowledge and ability to efficiently fulfill the job requirements.

**17.02 Job Posting**

If a job vacancy occurs, or a new position is created which comes within the scope of this agreement, notice of such vacancy or new position shall be posted for a period not less than seven (7) calendar days. The posting shall include the number of vacancies, a current job description, hours of work, location and rate of pay. This posting requirement shall not preclude the Employer from filling such job vacancies or new positions on a temporary basis, pending posting, for a maximum of thirty (30) days. This thirty (30) calendar day maximum time limit may be extended by mutual agreement. Copies of the posting will be sent to the Union.

**17.03 Applications for Lateral Positions**

An employee may not apply for a posting at the same or lower pay grade than their current posted assignment until they have been in that current position for a period of one (1) year.

**17.04 Employee on Trial Period**

When a job vacancy or new position is filled on a permanent basis, the employee concerned shall be on a trial period for three (3) months during which time the Employer shall review the service of the employee while on the Job. If such service has proven satisfactory the Employer shall confirm the employee in the job with a copy of such confirmation sent to the Union. At the conclusion of such trial period (or sooner if it should become apparent that the employee cannot successfully complete the trial period), the Employer may extend the trial period by mutual agreement of the Parties for not more than three (3) additional months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, they shall be returned to their former position without loss of seniority or previous salary, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and previous salary.

**17.05 Temporary Job Opportunity**

The Employer will be required to post only the original vacancy plus one backfill position.

**17.06 Placement of Disabled Employees**

Subject to Article 16.04 (b) (iv) and Article 26.06, employees who have become unable to handle their regular jobs or employees who are partially disabled through sickness or accident will be given preference for such work as is suitable and available.

**17.07 Applying for a Posting While on Vacation**

If any employee indicates to the Employer in writing prior to going on vacation or approved leave of absence, their intention to apply for an anticipated job posting, they will be considered as having applied for such posting.

**17.08 Transfer or Promotion Out of the Bargaining Unit**

- a) Employees shall not be transferred or promoted out of the bargaining unit without their consent. Such employees shall retain the seniority they have acquired up to the date of leaving the unit but shall not continue to accumulate seniority for periods of service outside the unit. When an employee is transferred or promoted out of the bargaining unit, they shall retain the right to return and upon returning, they shall bump into a position consistent with their previously accumulated seniority, qualifications, experience, skill and ability , provided such position is not higher than their former bargaining unit position. Junior employees displaced as a result shall likewise be eligible to bump.
- b) Employees transferred or promoted pursuant to this Article shall retain the right to return to the bargaining unit for up to twelve (12) months from the date of leaving, unless extended by mutual agreement of the Union and the Employer.

**ARTICLE 18 LAYOFFS AND RECALLS**

**18.01 Inclement Weather or Emergency Conditions**

The provisions of Article 18 shall not apply in the event of a suspension of work due to inclement weather or emergency conditions beyond the control of the Employer for up to two (2) shifts.

**18.02 Notice of Layoff**

The Employer shall notify employees with seniority rights who are to be laid off, a minimum of fourteen (14) calendar days before layoff is to be effective.

**18.03 Layoff Order**

In the event of layoff, probationary employees shall be laid off first, and thereafter employees shall be laid off in reverse order of seniority, provided that there are available employees with seniority who are qualified and willing to do the work of employees laid off.

**18.04 Keeping the Employer Informed of Contact Information**

It shall be the responsibility of a laid off employee to keep the Employer informed of their current contact information at which they may be contacted.

**18.05 Recalls**

In the case of employees who have completed the probationary period and are laid off due to lack of work, such employees shall be entitled to recall for employment in order of seniority, provided they are qualified to do the work available.

**18.06 Return to Work**

Such employees shall return to work within seven (7) calendar days (or such longer period as may be mutually agreed upon) after recall notice has been received.

**18.07 Emergent or Short Term Work**

When emergent or short term work of less than seven (7) calendar days occurs, the Employer may recall employees out of order of seniority and the provisions of Article 18.05 shall not apply.

**ARTICLE 19 HOURS OF WORK**

**19.01 Normal Work Day and Normal Work Week**

Subject to Article 19.02 the normal work day and the normal work week shall be:

a) Inside Positions (as listed in Schedule "A")

The normal work day (day shift) shall consist of a scheduled period of seven (7) hours of work between the hours of 6.30 a.m. and 4.30 p.m. The normal work week shall consist of five (5) such days, Monday to Friday inclusive.

b) Outside Positions (as listed in Schedule "A")

The normal work day (day shift) shall consist of a scheduled period of eight (8) hours of work between the hours of 5:00 am and 5:00 pm. The normal work week shall consist of five (5) such days, Monday to Friday inclusive.

**19.02 Exceptions to Normal Work Day, Normal Work Week and Other Conditions of Employment**

In order to carry on the services of the Employer, it is recognized that certain exceptions to the normal work day and the normal work week, as defined in Article 19.01, are necessary. Such exceptions, the hours and days of work, and any other special conditions of employment applicable thereto shall be as set out in Schedule "B" of the Agreement.

**19.03 No Split Shifts**

a) No seven (7) hour work day for employees shall be spread over a period longer than eight (8) hours, including not more than one (1) hour off for lunch.

b) No eight (8) hour work day for employees shall be spread over a period longer than nine (9) hours, including not more than one (1) hour off for lunch.

**19.04 Rest Periods**

Employees shall be permitted a fifteen (15) minute rest period in the first half of the work day and a second fifteen (15) minute rest period in the second half of the work day.

**19.05 Earned Time Off**

Where the District determines to close operations between Christmas and New Years, employees who do not normally have the opportunity to bank time will be permitted to work additional time in advance of the closure to accumulate the paid time necessary to cover the period of closure.

**ARTICLE 20 OVERTIME**

**20.01 Overtime Rates**

All time worked outside the scheduled hours constituting an employee's normal work day or their normal work week shall be considered overtime and shall be paid for as follows:

- a) On an employee's normal work day, time and one-half (1½) the first two (2) hours and double time (2X) thereafter.
- b) On an employee's days of rest, double time (2X)

**20.02 Authorization**

All overtime must be authorized by the appropriate Department Head; otherwise an employee shall not receive overtime pay for any overtime worked.

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

An employee may at the time overtime is worked, elect to bank the overtime pay to be taken as paid time off at a future time. Time off will only be taken upon mutual agreement between the employee and their manager and subject to the Employer's operational requirements. Paid time off shall be provided at the same rate as the applicable overtime rates.

An employee may request a lump sum payout once during each calendar year. Lump sum payment requests will be a minimum of five hundred (\$500.00) dollars unless the balance of the bank is below five hundred (\$500.00) dollars in which case the full balance will be paid out. Any unused banked time will be paid out once yearly at a time to be determined by the Employer.

**20.04 Salary Conversion Factors**

For the purpose of calculating the equivalent hourly rate of salaried employees for overtime and other purposes, the monthly salary shall be divided by one hundred fifty-two (152) hours for employees on a scheduled thirty-five (35) hour work week, by one hundred fifty-eight (158) hours for employees on a scheduled thirty-six and one quarter (36¼) hour work week, by one hundred sixty-three (163) hours for employees on a scheduled thirty-seven and one half (37½) hour work week and by one hundred seventy-four (174) hours for employees on a scheduled forty (40) hour work week.

## **ARTICLE 21 REPORTING FOR WORK**

### **21.01 Regular Shift**

An employee reporting for work on their regular shift shall be paid their regular rate of pay for all hours worked, with a minimum of two (2) hours pay if they do not commence work and a minimum of four (4) hours pay if they do commence work.

## **ARTICLE 22 CALLOUTS**

### **22.01 Callouts Before or After Normal Day's Work**

Subject to the provisions of Article 22.02 and 22.03 an employee who is called back to work after they have completed their normal day's work and has left the Employer's premises, or who is called in to work before their regular starting time, or who was previously instructed to report to work before their regular starting time, shall be paid double time (2X) for all hours worked outside their normal working hours. Such employee shall be guaranteed a minimum of two (2) hours' work or two (2) hours' pay at the double time (2X) rate. This guarantee shall not apply when a call-out extends into an employee's normal working hours.

### **22.02 Instructed to Return to Work Before End of Normal Day's Work**

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

### **22.03 Instructed to Next Report for Work Before End of Normal Day's Work**

An employee who, before the end of their normal day's work, is instructed to next report for work not more than two (2) hours before the regular starting time of their normal work day, shall not be considered to be on a call-out; however, the hours worked before the regular starting time of the employee's normal work day under the provisions of this section shall be paid at the double time (2X) rate.

## **ARTICLE 23 SHIFT PREMIUM**

### **23.01 Premium Shift Defined**

A premium shift is defined as any shift that commences or ends between the hours of 6:00 p.m. in one day and 5:00 a.m. the following day.

### **23.02 Shift Premium**

An employee shall receive a premium of one dollar (\$1.00) per hour for all scheduled hours worked on a premium shift.



## **ARTICLE 24 STATUTORY HOLIDAYS**

### **24.01 Statutory Holiday Listing**

The Employer will observe the following as paid statutory holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

And any other day declared or proclaimed as a statutory holiday by the Employer or by the Province of British Columbia or the Government of Canada.

### **24.02 Substituted Day**

If by law, declaration or proclamation another day is substituted for the observance of a statutory holiday listed in Article 24.01, the day of observance shall be considered as the holiday insofar as payment for the listed statutory holiday is concerned.

### **24.03 Declaration in Lieu of Statutory Holiday**

If a holiday under Article 24.01 and/or 24.02 falls on a non-working day, the Employer may declare that the working day immediately preceding the holiday or the working day immediately following the holiday shall be observed in lieu of the said holiday.

### **24.04 When Holiday Falls on Non-Working Day**

Subject to the provisions of Article 24.07, should a statutory holiday be observed on a day that is a non-working day for an employee, such employee shall be given a holiday with pay at some other time not later than their next annual vacation, or the termination of their employment whichever first occurs.

### **24.05 Payment for Statutory Holidays**

Subject to the provisions of Article 24.07, employees to whom Article 24.04 does not apply shall receive holiday pay at their regular rates of pay for each of the statutory holidays listed in Article 24.01.

### **24.06 Working on a Statutory Holiday**

If an employee is required to work on a statutory holiday they shall, in addition to their holiday pay, be paid at double their regular or equivalent hourly rate for all hours worked by them.

**24.07 Employment Time to Receive Statutory Holiday Pay**

No employee shall receive holiday pay for a statutory holiday unless they have been employed by the employer for at least thirty (30) calendar days before the statutory holiday and has worked or earned wages for fifteen (15) of the thirty (30) calendar days preceding the statutory holiday. A layoff not exceeding five (5) working days shall not be deemed to be a break in service for the purpose of this section.

**24.08 Holiday Occurring During Annual Vacation**

Should a statutory holiday occur during an employee’s annual vacation period, the employee shall be given an extra day’s vacation with pay in lieu of payment of such holiday.

**24.09 Statutory Holiday Pay While on Layoff**

No employee is entitled to Statutory Holiday pay for any such holiday which occurs while the employee is on layoff, except in those situations contemplated by the provisions of Article 24.07.

**ARTICLE 25 ANNUAL VACATIONS**

**25.01 Definition of Calendar Year**

The term “calendar year”, as used in this Agreement, shall mean the twelve (12) month period running from January 1<sup>st</sup> to December 31<sup>st</sup>, inclusive. All vacation accruals and entitlement are based on a calendar year.

**25.02 Vacation Entitlement**

Regular Full Time Employees will earn and be entitled to paid vacation on the following basis:

<b>Employment during a Calendar Year</b>	<b>Number of Vacation Days Earned for use in the Following Year</b>	<b>Paid Vacation available during the Calendar Year</b>
1 <sup>st</sup> calendar year	Pro-rated based on a maximum of 15 days (e.g. a start date of July 1 <sup>st</sup> equals 7.5 days earned in the first year)	Zero (0) days Exception: See clause 25.03
2 <sup>nd</sup> calendar year	15 days	Number of days earned in the 1 <sup>st</sup> calendar year.
3 <sup>rd</sup> to 5 <sup>th</sup> calendar year	15 days	15 days
6 <sup>th</sup> calendar year	20 days	15 days
7 <sup>th</sup> to 14 <sup>th</sup> calendar year	20 days	20 days
15 <sup>th</sup> calendar year	25 days	20 days
16 <sup>th</sup> to 19 <sup>th</sup> calendar year	25 days	25 days
20 <sup>th</sup> calendar year	30 days	25 days
21 <sup>st</sup> calendar year and thereafter	30 days	30 days

Payment for vacation shall be at the employee's classified rate of pay at the time the vacation is taken.

**25.03 New Employees**

After successful completion of the probation period, the employee will be eligible for a pro-rata portion of the first (1<sup>st</sup>) year's entitlement. An employee may use up to five (5) days of this entitlement during this first (1<sup>st</sup>) year resulting in a reduction of the next year's entitlement. The scheduling of these days will be in accordance with terms of Article 25.07.

**25.04 Employees on Layoff**

The provisions of Article 25.02 shall not apply to an employee who is laid off. Where an employee is leaving the service of the Employer, they shall be paid, on a pro-rated basis, in accordance with Article 25.02 for all earned and outstanding vacation up to and including the last day worked.

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

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

**25.06 Part-Time or Term Employees**

The provisions of Article 25.02 shall not apply to part time, casual or term employees.

**25.07 Scheduling of Vacations**

Vacations shall be granted at such time as is mutually agreed upon by the employee and the Employer. Preference in choice of vacation period shall be accorded the employee with the greatest seniority.

**25.08 When Vacations are to be Taken**

Vacations earned during the vacation year shall be taken in the calendar year immediately following and cannot be postponed without the written consent of the Employer.

**ARTICLE 26 HEALTH AND WELLNESS**

Regular full-time employees shall be eligible for Health and Wellness benefits as outlined in Article 26 with the exception of Article 26.04 (Worker's Compensation) which applies to all employees including Regular Part Time, Term, Casual and Students.

**26.01 Health Leave Defined**

Health leave is a period of time that an employee is permitted to be absent from work due to illness, compassionate leave (Article 27.11) and various health related absences including medical, dental, paramedical and counseling appointments. Health related medical appointments are generally expected to be scheduled outside of regular working hours. Where this is not possible, they are to be scheduled so as to minimize any disruption of the work day.

## **26.02 Health Leave Bank**

Employees shall accrue health leave at a rate of one-half (½) "day" per month to a maximum of twelve (12) "days". A "day" shall mean the average number of hours in an employee's work day based on the average number of hours in the employee's work week over their complete shift schedule cycle.

New employees shall be credited with one (1) "day" health leave upon qualification for health leave under 26.05 (b).

Health leave shall accrue only while the employee is being paid by the Employer on active payroll. The health leave bank shall not accrue in any biweekly period during which the employee is not paid by the Employer on active payroll, including, but not limited to, any time while on LTD, WCB beyond twenty-six (26) weeks, layoff or any other unpaid leave, excluding pregnancy and parental leave.

When an employee has exhausted their health leave bank, they shall be entitled to access other accrued banked time under 20.03 or Vacation.

## **26.03 Health Leave Pay and Transition to Weekly Indemnity**

Pay, for health leave, shall be deducted from the employee's health leave bank on an equivalent and actual time basis to a maximum of five (5) days per health leave claim, subject to the balance in the employee's health leave bank. An employee must follow all requirements of the Employer to qualify for health leave pay.

Commencing the sixth (6<sup>th</sup>) day of a continuous absence, to a maximum of twenty-six (26) weeks from the first (1<sup>st</sup>) day of health leave, an employee who continues to qualify for health leave shall receive seventy percent (70%) of gross regular weekly earnings through a Wage Indemnity Plan. The employee shall pay the premium for the Wage Indemnity Plan. Health and welfare benefits and their premium cost share arrangement will continue during any period of Wage Indemnity.

An employee who participates in a Return to Work Program while drawing Wage Indemnity benefits will have their Wage Indemnity benefit augmented so as to provide one hundred percent (100%) of the employee's normal net take home pay, subject to normal benefit and statutory deductions.

## **26.04**

### **Workers' Compensation**

Where disability benefits are payable under the Workers' Compensation Act, the employee shall have their WorkSafe BC benefits augmented by the Employer so as to provide one hundred percent (100%) of the employee's normal net take home pay. Such earnings will be subject to normal benefit and statutory deductions. The wage augmentation only will be payable to a maximum of twenty-six (26) weeks per claim.

In the event that the WorkSafe BC rejects a claim, or during a period of WorkSafe BC 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 WCB subsequently accepts the employee's claim, the employee's pay shall be recalculated, retroactively, for the period of the claim. In the event that the WorkSafe BC rejects a claim, the Employer will immediately forward the claim to the Wage Indemnity Plan.

An employee who has received Workers' Compensation in excess of twenty-six (26) weeks and who participates in a Transitional Return to Work Program may earn vacation credits on a pro-rata basis. Vacation credits may be earned only for that period on the Program immediately coincident with an employee's return to full time active employment. Vacation credits are not earned for any other time worked on the Program where an employee's participation was stopped or suspended for any reason.

## **26.05**

### **General Principles**

- a) Participation in the Wage Indemnity Plan is mandatory.
- b) Coverage for health leave for eligible employees (regular full time), commences the date of completion of three (3) months continuous service. Enrollment and coverage in the Wage Indemnity plan for eligible employees commences upon completion of six (6) months continuous service.
- c) The Employer is the Policyholder and administrator of the Wage Indemnity Plan.
- d) Surplus funds available as a result of positive claims experience under an ASO Wage Indemnity plan will be used for future wellness initiatives which may include benefits and/or premiums. The Employer will provide the Union with an annual report on the status of the Wage Indemnity account.
- e) Regular Full Time employees are entitled to a Wellness payment. The amount of the Wellness payment will be calculated as one point sixty-five (1.65%) percent of each employee's base earnings. Base earning shall mean the hourly rate multiplied by normal work week, either thirty-five (35) hours or forty (40) hours. The payment will be paid on a bi-weekly basis.

## **26.06 Notice of Intent to Return to Work**

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

- a) one (1) to six (6) months leave – two (2) days' notice;
- b) to eighteen (18) months leave – one (1) week's notice
- c) eighteen (18) to thirty-six (36) months leave – one (1) month's notice

If an employee has been absent due to illness or injury for twelve (12) months, the employee relinquishes the right to their position and the Employer can post the position. If the Employer is satisfied that an employee will be medically fit to return to work after twelve (12), but before thirty-six (36) months has elapsed from the original date of absence, the employee will be placed in accordance with Article 17.06 or, at the Employer's discretion, will be allowed to "bump". Notwithstanding the foregoing, if the Employer agrees, based on medical evidence, that an employee will be medically fit to return to work after twelve (12), but before eighteen (18) months has elapsed from the original date of absence, the Employer may delay posting for up to the end of that eighteen (18) month period.

## **26.07 Coverage**

Coverage for the foregoing will start on the date of completion of three (3) months continuous service, or when an employee becomes eligible to have their name entered on the seniority list.

## **26.08 Administration**

The administration of the insured benefit plan will reside with the Employer and/or through its respective members.

## **ARTICLE 27 LEAVE OF ABSENCE**

### **27.01 Leave of Absence Without Pay**

The Employer shall grant leave of absence without pay and without loss of seniority to an employee requesting such leave for good and sufficient reason, provided the employee's request is in writing, and that the granting of such leave will be subject to the Employer's approval and shall not be unreasonably denied.

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

An employee who is elected or selected to a position with the Canadian Union of Public Employees or any trade-union body with which the Union is affiliated, or who is elected to public office, shall, if they so request in writing, be granted leave of absence without pay and without loss of seniority for a period not exceeding one (1) year. Such leave may be renewed by mutual agreement between the parties.

## **27.03 Leaves for Conventions, Education and/or Union Meetings**

In addition to the leaves allowed under Article 27.02, at the request of the Union, and by mutual agreement between the parties, leave of absence with pay and subject to reimbursement by the Union, will be granted to employees to attend conventions, required education/training or other bona-fide meetings of the Canadian Union of Public Employees or other trade-union body with which the Union is affiliated. Such leave will not be unreasonably denied.

## **27.04 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 Employer. "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, daughter-in-law, sister-in-law and brother-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 father, mother, spouse or child.

One half (½) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of their Supervisor.

## **27.05 Pregnancy Leave**

- a) A pregnant employee who requests leave under this section is entitled to up to seventeen (17) weeks of unpaid leave beginning no earlier than eleven (11) weeks before the expected birth date and no later than the actual birth date.
- b) Pregnancy leave shall end no earlier than six (6) weeks after the actual birth date unless the employee requests a shorter period and no later than seventeen (17) weeks after the actual birth date.
- c) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

- d) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or termination of the pregnancy, she is unable to return to work when her leave ends under (a), (b) or (c) above.
- e) A request for leave must:
  - i) be given in writing to the employer,
  - ii) if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave, and
  - iii) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under (d) above.
- f) A request for a shorter period under (b) above must be given in writing to the Employer at least one (1) week before the date the employee proposes to return to work and, if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

## **27.06**

### **Parental Leave**

- a) An employee who requests parental leave is entitled to:
  - i) for a birth mother who takes leave under Article 27.05, in relation to the birth of the child or children with respect to who the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave, beginning immediately after the end of the leave unless the Employer and employee agree otherwise.
  - ii) for a birth mother who does not take leave under Article 27.05 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event,
  - iii) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
  - iv) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
- b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under (a) above.



- c) A request for leave must:
  - i) be given in writing to the employer,
  - ii) if the request is for leave under (a) above be given to the employer at least four (4) weeks before the employee proposes to begin leave, and
  - iii) if required by the employer, be accompanied by a medical practitioner's certificate or evidence of the employee's entitlement to leave.
- d) An employee's combined entitlement to leave is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Article 27.05 (c) and Article 27.06 (b).

**27.07 Employer May Require Pregnancy Leave**

An Employer may require an employee to commence a leave of absence under Article 27.05 if the employee cannot reasonably perform her duties because of the pregnancy and to continue the leave until she provides a certificate from a medical practitioner stating that she is able to perform her duties.

**27.08 Duties of the Employer**

- a) The Employer must not, because of an employee's pregnancy or parental leave, terminate employment or change a condition of employment without the employee's written consent.
- b) As soon as the leave ends, the Employer must place the employee in the position, or a comparable position, the employee held before taking pregnancy or parental leave.

**27.09 Employment Deemed Continuous**

- a) The service of an employee who is on pregnancy or parental leave is deemed continuous for the purpose of calculating seniority, annual vacation entitlement and any pension, medical or other plan beneficial to the employee.
- b) The Employer must continue to make payments to these plans where the Employer pays the total cost of the plan or if the employee chooses to continue to pay their share of a jointly paid plan.
- c) The employee is entitled to all increases in wages and benefits they would have been entitled to had pregnancy or parental leave not been taken.
- d) Article 27.08 (a) does not apply if the employee, without the Employer's consent, takes a longer leave than is allowed under Article 27.05 or 27.06.

**27.10 Jury Duty or Court Witness**

The Employer shall pay to an employee who is required to serve as a juror or court witness the difference between their normal earnings and the payment they 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 them.

### **27.11 Compassionate Leave**

Compassionate leave, including leave in the event of the illness of an employee's child, where no one at home other than the employee can provide for the needs of the child during illness, is to be taken under the provisions of Article 26, and shall be charged as an occurrence in accordance with Article 26.03.

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 child at the earliest point in time. The employee shall return to work upon concluding such arrangement.

## **ARTICLE 28 WAGES, SALARIES AND APPLICABLE PROVISIONS**

### **28.01 Wage and Salary Rates**

Wage and salary rates shall be as set out in Schedule "A" of this Agreement. These shall be considered minimum rates for each of the classifications listed in the said Schedule "A".

### **28.02 Salary Ranges**

Where a salary range is provided in Schedule "A", the lowest figure will be the starting rate and the maximum rate will be reached in accordance with the time schedule set out for each classification; provided however, that the Employer may start an employee in any yearly increment of the salary range for the classification, according to the employee's experience and ability. The Employer may make increases to salaries, as it deems necessary, without affecting the basic rates of a classification, but in such case shall notify the Union of the increase.

### **28.03 Daily Rate and Classified Rate – Outside Employees**

- a) On any day during which an outside employee works two (2) or more hours their rate of pay for the whole of that day shall be the rate for the highest paid job classification in Schedule "A" on which they were employed for two (2) or more hours on that day. Such rate of pay shall be known as the employee's daily rate.
- b) On any day during which an outside employee works less than two (2) hours, or does not work at all, they shall, for purposes of pay and the provisions of Article 20 (Overtime), Article 21 (Reporting for Work), Article 22 (Callouts), Article 24 (Statutory Holidays), Article 27.04 (Bereavement Leave), Article 27.10 (Jury Duty or Court Witness), and Article 29 [Standby (On Call)], be classified at the job which they have performed the greater part of the time during the vacation year. This shall be known as the employee's classified rate and all such rates shall be determined by the Labour-Management Relations Committee in January of the current year on the basis of the Employer's payroll records for the vacation year. Should an employee not have performed any work during the vacation year, their classified rate shall be the rate for Labourer II or, if they are a probationary employee as defined in Article 15.01, the rate for Labourer I.

- c) All references throughout this Agreement to an employee's normal earnings, regular rate of pay and regular hourly rate shall be interpreted as meaning the employee's daily rate if Article 28.03 (a) is applicable, or the employee's classified rate if Article 28.03 (b) is applicable.

**28.04 More Favourable Rate**

In the event any present employee enjoys a more favourable rate than specified in Schedule "A", such employee shall suffer no reduction in such rate because of the signing of this Agreement.

**28.05 Dirty Work**

An employee shall be paid a premium of fifty (\$0.50) cents per hour for actual hours worked on dirty work. When dirty work is intermittent, payment of the premium shall be at the discretion of the supervisor on the job, who will also determine the number of hours for which the premium shall be paid. Except for the Sanitary Landfill employee's in (a) below, the premium is not payable if the Employer provides coveralls, wet gear or other protective clothing. Dirty work shall mean:

- a) Sanitary landfill employees (when working in or with material from the Liquid Waste Handling Facility and when using equipment to clear material from the brush pile after it has been burned).
- b) Waterworks and Sewer Department (only when working in ditches or manholes where muddy conditions or sewage is present).
- c) Road patching and crack sealing.
- d) Cemetery employees shall be paid a premium of fifty (\$50.00) dollars if required to exhume and re-inter a body or to exhume a body.

**28.06 No Pyramiding**

There shall be no pyramiding of overtime and premium rates of compensation. When two or more types of overtime and/or premium (excluding the premium for dirty work) apply to the same hours of work only the higher rate shall be paid.

**28.07 Acting Chief Operator/Foreman Rate**

The Acting Chief Operator/Foreman will receive a one dollar and forty cents (\$1.40) per hour premium when designated by the Employer to act in that capacity.

**28.08 Work Boot Allowance**

An employee who is required to wear approved footwear shall be entitled to reimbursement of up to one hundred fifty (\$150.00) dollars each calendar year upon presentation of a receipt for purchase.

**28.09 Reimbursements of Credentials**

Employees shall be reimbursed for all fees and expenses experienced in the course of maintaining job required credentials. This includes but not limited to: driver license medical examinations, all license (not including driver's license) or certification renewals as well as other associated fees.

## **28.10 Labour Market Adjustment**

If, in the opinion of the District of Summerland, the current wage of a particular position hinders recruitment and retention of staff in the position, the wage rate specified in Schedule "A" may be increased by mutual agreement between the parties. The District may readjust the wage back to its current Schedule "A" at any time during the agreement. Any employee hired at the market adjustment rate will continue to receive that rate should the market adjustment be removed during their employment in that position until such time as the Schedule "A" rate exceeds the labour market rate, at which time the Schedule "A" rate shall prevail. Any employees with the same job title shall be afforded the same labour market adjustment.

## **ARTICLE 29 STANDBY (ON CALL)**

### **29.01 On Call Premium**

An employee who is required to be on call at a time or times other than their regular working hours, shall be paid a premium for each day they are standing by or on call, as follows:

- a) Two (2) hours' pay at their regular rate of pay for each normal work day on which the employee was on call and also worked their regular eight (8) hour shift.
- b) Two (2) hours' pay at their regular rate of pay for each day of rest or statutory holiday on which the employee was on call.

### **29.02 Callouts While on Standby**

The provisions of Article 22 (Callouts) shall not apply to an employee who is on standby and who is called out for work. Such employee shall, however, be paid for all time worked outside the scheduled hours constituting their normal work day at the applicable overtime rate, with a minimum guarantee of two (2) hours' work or two (2) hours' pay. This guarantee shall not apply when the call-out extends into the employee's normal working hours.

## **ARTICLE 30 NEW OR CHANGED CLASSIFICATIONS**

### **30.01 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 17.02. Within thirty (30) 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 12. Any change in rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

**30.02 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 12. Any change in rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the Union submitted its request to the Employer.

**30.03 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 30.01, or if the Union does not refer the difference, if any, shall be deemed to be abandoned and all rights of recourse to arbitration shall be at an end.

**ARTICLE 31 MUNICIPAL PENSION PLAN**

**31.01 Public Sector Pension Plan**

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

**ARTICLE 32 HEALTH AND WELFARE COVERAGE**

The following benefits will be provided to municipal employees:

**32.01 Group Life Insurance and Accidental Death and Dismemberment**

Group Life Insurance and Accidental Death and Dismemberment for each eligible employee to twice earnings and double indemnity for Accidental Death and Dismemberment. The premium for the Group Life and Accidental Death and Dismemberment Plan shall be shared equally by the Employer and the employee.

**32.02 Medical Services Plan**

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

**32.03 Extended Health Benefit**

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

## **32.04 Dental Plan**

A Dental Plan will be provided based on the following general principles:

- a) Basic Dental Services (Plan "A") – Plan pays one hundred (100%) percent of approved schedule of fees.
- b) Prosthetics, Crown and Bridges (Plan "B") – Plan pays sixty (60%) percent of approved schedule of fees.
- c) Orthodontics (Plan "C") – Plan pays sixty (60%) percent of approved schedule of fees to a maximum lifetime limit of four thousand (\$4,000) dollars.
- d) Premium costs for Dental Plan shall be paid by the Employer.

## **ARTICLE 33 BULLETIN BOARDS**

### **33.01 Provide Bulletin Boards**

The Employer shall provide bulletin boards in all facilities upon which the Union may post notices of meetings and such other notices as may be of interest to employees. Such bulletin boards shall be placed in prominent locations.

## **ARTICLE 34 TECHNOLOGICAL CHANGE**

### **34.01 During the Term of This Agreement**

During the term of this agreement, any disputes arising in relation to adjustment to technological change, shall be discussed between the bargaining representatives of the two parties to this Collective Agreement.

### **34.02 Introducing a Technological Change**

Where the Employer introduces or intends to introduce a technological change that:

- a) Affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies: and
- b) Alters significantly the basis upon which the Collective Agreement was negotiated,

Either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration pursuant to Article 12 of this Collective Agreement, bypassing all other steps in the grievance procedure.

### **34.03 Arbitrator Decision**

The arbitrator shall decide whether or not the Employer has introduced, or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change the arbitrator:

- a) Shall inform the Minister of Labour of its findings; and
- b) may then or later make any one or more of the following orders:
  - i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
  - ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitrator considers appropriate;
  - iii) that the Employer reinstate any employee displaced by reason of the technological change;
  - iv) that the Employer pay to that employee such compensation in respect of their displacement as the arbitrator considers reasonable;

### **34.04 Written Notice**

The Employer will give to the Union in writing at least ninety (90) days' notice of any intended technological change that:

- a) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, and
- b) alters significantly the basis upon which the Collective Agreement was negotiated.

## **ARTICLE 35 GENERAL**

### **35.01 Job Related Liability Protection**

Any full-time regular or part-time regular employee, coming within the scope of the Canadian Union of Public Employees, Local No. 1136, will be granted the services of a District solicitor without charge for the purpose of representing them, who as a result of any matter arising out of or in the course of their normal work duties and/or assignments, is personally involved in a legal or court action.

### **35.02 Payment in Lieu of Vacation and Fringe Benefits**

All employees who are employed as part time, term, and casual employees shall be paid fifteen (15%) percent in lieu of all statutory holidays, annual vacations, Health and Welfare benefits, premiums and paid leaves (sick leave). Should any of these employees become eligible for enrollment in the Municipal Pension Plan, this percentage in lieu will be reduced to eleven (11%) in lieu of all vacation and fringe benefits.

All employees who are employed as students shall be paid fourteen (14%) percent in lieu of all statutory holidays, annual vacations, Health and Welfare benefits, premiums and paid leaves (sick leave). Should any of these employees become eligible for enrollment in the Municipal Pension Plan, this percentage in lieu will be reduced to ten (10%) percent in lieu of all vacation and fringe benefits.

### **35.03 Third Party Liability**

In any case where an employee is paid by the Employer during any absence due to illness or injury, and the employee receives compensation from a third party (e.g. ICBC) for an accidental bodily injury or illness, there shall be no "double dipping". Employees shall repay the Employer the total amount of compensation they did, or will in future, receive from the Employer for the period(s) of disability resulting from the above-noted accident or illness in the event that they receive any compensation from a third party, (e.g. ICBC) for the same period(s). This reimbursement to the employer shall equal the amount of any and all wages, benefits and any other monies paid, to employee, by the Employer.

Employees who pay premiums for a personal, private wage-loss-only insurance plan shall not be required to reimburse the Employer for any compensation they receive for their private insurance carrier.

On an individual case basis, where an employee recovers substantially less from the third party than is paid by the Employer during the period of absence, the Employer will meet with the employee and the union to consider a variance to the normal repayment requirement.

### **35.04 Job Training**

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.

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

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

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

## **ARTICLE 36 OCCUPATIONAL HEALTH AND SAFETY**

### **36.01 Joint Safety Committee**

A Joint Safety Committee shall be established in accordance with the Industrial Health & Safety Regulations. Worker representatives on the committee are to be selected according to the procedures established or agreed on by the Union. The Committee shall meet monthly. A copy of all meeting minutes shall be sent to the Union and the Employer.



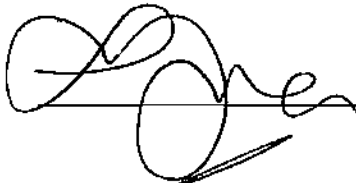


**ARTICLE 37 TERM OF AGREEMENT**

**37.01 Dates of the Agreement**

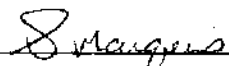
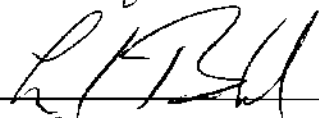
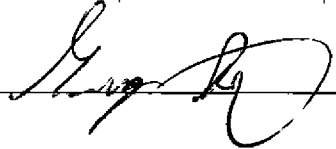
This Agreement shall take effect from January 1, 2018 and shall remain in effect until December 31, 2022, and thereafter from year to year unless written notice of intent to terminate or amend the Agreement is given by either party to the other party in accordance with the provisions of the Labour Relations Code. Within ten (10) days after receipt of any notice given pursuant to this Article by either party, the parties to this Agreement shall commence negotiations. During the period of negotiations this Agreement shall continue in full force and effect.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representative, have affixed their signatures hereto on this 30 day Nov. of 2018.

**ON BEHALF OF:**  
District of Summerland

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**ON BEHALF OF:**  
Canadian Union of Public Employees  
Local 1136

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

## SCHEDULE "A"

### Pay Rates

2018 – 2022

**Probation employees = 95% upon ratification of the Memorandum of Agreement. All others 100%.**

<b>Inside Positions / Hourly</b>							
Pay Grade	Job Title	January 1, 2017	January 1, 2018 2%	January 1, 2019 1.75%	January 1, 2020 2%	January 1, 2021 2%	January 1, 2022 2%
05	Accounting Clerk II - Cashier	\$27.18	\$27.72	\$28.21	\$28.77	\$29.35	\$29.94
	Secretary I						
	Inter-departmental Secretary						
06	Secretary RCMP	\$28.38	\$28.95	\$29.46	\$30.05	\$30.65	\$31.26
07	Accounting Assistant I	\$29.74	\$30.33	\$30.86	\$31.48	\$32.11	\$32.75
	Administrative Coordinator						
09	Junior Accountant	\$32.76	\$33.42	\$34.00	\$34.68	\$35.37	\$36.08
	Drafting Technician						
	Recreation Coordinator						
	Bylaw Enforcement Officer I						
	Secretary II - Development Services						
12	Building Inspector I	\$36.45	\$37.18	\$37.83	\$38.59	\$39.36	\$40.15
	Bylaw Enforcement Officer II / Business License Inspector						
13	Engineering Technician	\$37.67	\$38.42	\$39.09	\$39.87	\$40.67	\$41.48
14	GIS and Database Administrator	\$38.88	\$39.66	\$40.35	\$41.16	\$41.98	\$42.82
	Engineering Technician II						
15	Building Inspector II	\$40.12	\$40.92	\$41.64	\$42.47	\$43.32	\$44.19
	Building Inspector/Planning Technician						
16	Development Planner		\$42.20	\$42.94	\$43.80	\$44.68	\$45.57
18	Senior Building Inspector	\$43.86	\$44.74	\$45.52	\$46.43	\$47.36	\$48.31
	Long Range Planner						
<b>Outside Positions / Hourly</b>							
01	Student	\$13.24	\$13.50	\$13.74	\$14.01	\$14.29	\$14.58
04	Labourer I	\$25.94	\$26.46	\$26.92	\$27.46	\$28.01	\$28.57
05	Secretary/Clerk	\$26.71	\$27.24	\$27.72	\$28.27	\$28.84	\$29.42
	Labourer II						
06	Maintenance Worker I	\$27.05	\$27.59	\$28.07	\$28.63	\$29.20	\$29.78
07	Maintenance Worker II	\$27.61	\$28.16	\$28.65	\$29.22	\$29.80	\$30.40
	Maintenance Worker II - Landscaping						
	Maintenance and Ice Person - Arena						
	Parks Maintenance Person						
	Sign Worker						
Painter II							
08	Arena Ice Maker	\$28.20	\$28.76	\$29.26	\$29.85	\$30.45	\$31.06
	Cemetery Groundsperson						
	Equipment Operator III						
	Pipefitter/Layer						

<b>Outside Positions - Continued/Hourly</b>							
<b>Pay Grade</b>	<b>Job Title</b>	<b>January 1, 2017</b>	<b>January 1, 2018 2%</b>	<b>January 1, 2019 1.75%</b>	<b>January 1, 2020 2%</b>	<b>January 1, 2021 2%</b>	<b>January 1, 2022 2%</b>
09	Equipment Operator IV	\$28.77	\$29.35	\$29.86	\$30.46	\$31.07	\$31.69
	Sanitary Landfill Operator - Equipment Operator IV						
	Water Distribution System - Operator I						
	Water Supply Technician I						
	Wastewater Treatment Plant - Operator I						
Gardener/Groundsperson							
10	Equipment Operator V	\$30.45	\$31.06	\$31.60	\$32.23	\$32.88	\$33.54
	Water Supply Technician II						
	Water Distribution System - Operator II						
13	Water/Wastewater Operator II	\$31.88	\$32.52	\$33.09	\$33.75	\$34.42	\$35.11
	Water Supply Technician III						
	Wastewater Treatment Plant - Operator III						
	Works Sub-Foreman						
	Works Sub-Foreman - Landscaping						
Facilities Maintenance Coordinator							
14	Horticulture / Park & Beaches / Maintenance Worker II	\$32.77	\$33.43	\$34.01	\$34.69	\$35.38	\$36.09
	Assistant to the Director of Works and Utilities						
15	Junior Accountant (Works & Utilities)	\$34.24	\$34.92	\$35.54	\$36.25	\$36.97	\$37.71
	Foreman - Public Works						
	Chief Operator - Water Treatment Plant						
	Chief Operator - Wastewater Treatment Plant						
	Chief Operator - Water Distribution System						
<b>Aquatic Positions - Hourly</b>							
	Cashier	\$21.72	\$22.15	\$22.54	\$22.99	\$23.45	\$23.92
	Lifeguard Instructor I	\$24.85	\$25.35	\$25.79	\$26.31	\$26.83	\$27.37
	Maintenance Lifeguard/Instructor	\$26.71	\$27.24	\$27.72	\$28.28	\$28.84	\$29.42
	Lifeguard Instructor II	\$28.22	\$28.78	\$29.29	\$29.87	\$30.47	\$31.08
<b>Trades Positions - Hourly</b>							
	Carpenter II	\$32.47	\$33.12	\$33.70	\$34.37	\$35.06	\$35.76
	Plumber	\$35.02	\$35.72	\$36.35	\$37.07	\$37.81	\$38.57
	Instrumentation / Electrical Technician	\$34.41	\$35.10	\$35.71	\$36.43	\$37.16	\$37.90
	Mechanic II						

As the British Columbia minimum wage increases, all wages shall be the greater of the Schedule "A" pay rates or the minimum wage.

## **SCHEDULE "B"**

### **DISTRICT OF SUMMERLAND**

#### **Exceptions to Normal Work Day, Normal Work Week**

##### **I. SHIFT CHANGES**

- 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 two (2) below.
- 2) Should the Employer and the Union fail to agree, the following will prevail:

If the Union and Employer cannot agree to the above, the matter of shift schedules and shift premium in accordance with Article 23, shall be referred within five (5) working days, to a representative of the Union and the Employer. Failing agreement at this stage, the matter will be settled in accordance with the following:

  - ❖ 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 19) 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 will be a recognized member of the Arbitrator Association of British Columbia.
    - vi) It is further agreed that the shifts to be implemented under this amendment will not affect current standby practices.
- 3) The District 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 Collective Agreement. Those operations not mentioned in Schedule "B" may be removed from the Overtime and Hours of Work provisions of the Collective Agreement by mutual agreement. Said mutual agreement will not be unreasonably withheld.

## II. HOURS AND DAYS OF WORK

Due to the nature of their work, the hours and days of work and any other special conditions of employment applicable to the employees referred to in this Schedule shall be as follows:

1) **Parks Employees, Sanitary Landfill Operator, Arena Employees, Water Distribution Systems Operators and Bylaw Enforcement Officers**

The normal work day for these employees shall consist of a scheduled period of eight (8) consecutive hours of work and their normal work week shall consist of five (5) such consecutive days, followed by two (2) consecutive days off.

2) **Water and Wastewater Divisions**

Water and Wastewater Divisions employees may be placed on a shift schedule whereby, over a period of sixteen (16) consecutive weeks, they work an average of not more than forty (40) hours per week.

3) **Street Sweepers**

During the annual spring street cleanup (thirty (30) day period), streets sweeper operators may be working on a schedule determined by Management. The normal work day for these employees shall consist of a scheduled period of eight (8) consecutive hours of work and their normal work week shall consist of five (5) such consecutive days, followed by two (2) consecutive days off.

4) **Recreation Coordinator** schedules will require some evening and weekend hours to accommodate special events, staff training, community meetings and other related duties. The Recreation Coordinator is required to attend to duties during hours/shifts that will vary from time to time. The Recreation Coordinator will normally work thirty-five (35) hours per week, on a flexible schedule of varying shift lengths. The Recreation Coordinator will have considerable control over the work schedule which will be developed to meet the needs of the program (may include evenings and weekend work) although management retains the right to approve or reject the schedule. All overtime must be approved by management. The schedule shall be arranged to avoid overtime when possible. Any hours in excess of the normal thirty-five (35) hour work week, shall be compensated at the applicable rates as per Article 20 of the Collective Agreement. This scheduling agreement takes effect upon ratification of the Memorandum of Agreement.

**LETTER OF UNDERSTANDING #1**

Between

DISTRICT OF SUMMERLAND

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1136

**RE: Employer Obligations to Employees**

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


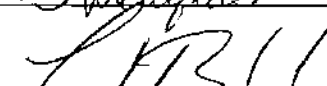
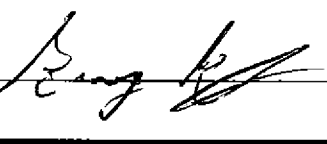
- 1) In the event the Employer wishes to examine the feasibility of contracting out work currently being done by bargaining unit employees then the following process will apply:
  - a) The Employer will provide the Union with an estimate of the cost of doing the work "in house".
  - b) The Union may 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 twenty (20) calendar 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. After ten (10) years of service, regular full time employees will be added to the list on an on-going basis.
- 3) The officers of the Union 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 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 their employee/employer relationship. The employee shall have up to three (3) months from the date of displacement to exercise their option. Severance pay will be paid at the rate of the job the employee was displaced from.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 30<sup>th</sup> day of November, 2018.

**ON BEHALF OF:**  
DISTRICT OF SUMMERLAND

**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1136

  
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## **LIST OF EMPLOYEES AS PER LETTER OF UNDERSTANDING #1**

### **DISTRICT OF SUMMERLAND**

- 1) Bradford, Mike
- 2) Boothe, Dawn
- 3) Bruckal, Lionel
- 4) Casavant, Edward
- 5) Chadwick, Kim
- 6) Deferro, Deb
- 7) Ellis, Gary
- 8) Fetterer, Mike
- 9) Hughes, Shawn
- 10) Karlson, Kevin
- 11) Krell, Darren
- 12) Lapshinoff, Deb
- 13) Leardo, Ricky
- 14) Lemarbre, Kiki
- 15) Lemke, Mike
- 16) May, W.C.
- 17) Smith, Gary
- 18) Taylor, Dean
- 19) Thurlin, Eric
- 20) Wiens, Mark
- 21) Wright, Jason

Original: November 28, 1986

Revised (List Revised): October 26, 1988

Renewed (List Revised): May 19, 2005

Renewed (List Revised): September 23, 2010

Renewed (List Revised): November 19, 2013

Renewed (List Revised): March 15, 2018

## **LETTER OF UNDERSTANDING #2**

Between

DISTRICT OF SUMMERLAND

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1136

### **RE: CUPE Long Term Disability Plan**

The parties, hereto, agree to the following:

- 1) Employees who were off work due to sickness or accident on the last day of coverage under the former OMMLRA Long Term Disability Plan will continue to be entitled to benefit payments under the terms of that OMMLRA Plan as long as they remain eligible under the terms and conditions of that Plan.
- 2) The Employer agrees to advise the Union of employees on extended sick leave, and who may be expected to make claims for Long Term Disability insurance income, no later than the end of the fourth (4<sup>th</sup>) month in which said employees are on Weekly Indemnity. The Employer agrees to provide the Union with the employee's rate of pay on the last day of work prior to the illness, date of illness, current address, classification and marital status.
- 3) The Employer agrees to the check-off premiums from all employees who shall be required to join as a condition of employment unless the Employer is otherwise notified by the Union.
- 4) The Employer agrees to remit LTD premiums to the Union. Payroll deductions will be made on a bi-weekly basis from all eligible employees and shall be forwarded to the Union not later than the fifteenth (15<sup>th</sup>) day of the following month with a list of names of all employees from whom deductions have been made. The premium deductions must be calculated as a percentage of an employee's salary (pay) or a flat amount per employee. Changes to the amounts to be deducted must be submitted by the Union to the Employer no later than 30 days in advance of the effective date of such changes.



- 5) The Union agrees to administer the CUPE plan and to handle LTD claims and other business arising with employees having LTD coverage.
- 6) With the exception of the expressed terms of this Letter of Understanding, the Union agrees that the Employer will not be held liable for Long Term Disability protection for employees.


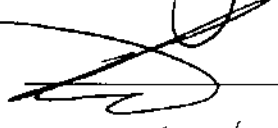

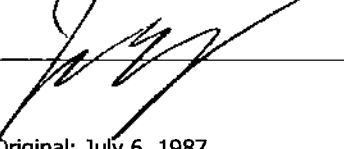
**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 30<sup>th</sup> day of November, 2018.

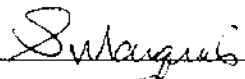
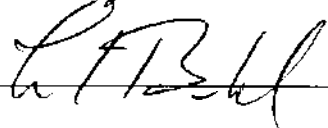

**ON BEHALF OF:**

DISTRICT OF SUMMERLAND

**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1136

  
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Original: July 6, 1987  
Revised: August 28, 1992  
Renewed: May 19, 2005  
Renewed: September 23, 2010  
Renewed: November 19, 2013  
Renewed: March 15, 2018

## **LETTER OF UNDERSTANDING #3**

Between

DISTRICT OF SUMMERLAND

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1136

### **RE: Aquatic Centre**

#### **1) Full Time Positions**

Aquatic staff shall be deemed to be Inside Positions. There will be a minimum of two (2) full time positions (a Lifeguard Instructor II and a Maintenance /Lifeguard Instructor) at thirty-five (35) hours per week. In the event it can be demonstrated that three (3) or more full time positions have been working thirty-five (35) hours a week on a continuous basis for three (3) months or more, the Employer agrees the position(s) shall be posted as full time Maintenance/Lifeguard Instructor or Lifeguard I.

#### **2) Part Time Positions**

Aquatic staff shall be deemed to be Inside Positions. There will be part time positions. These positions (Lifeguard Instructor I and Cashier) will be filled by those employees listed in #4 below. The parties agree to minimize the number of part time positions by scheduling the highest number of available hours for the fewest possible number of people.

All of the provisions of the Collective Agreement, unless otherwise specified in this Letter of Understanding, shall apply to part time employees.

#### **3) Hours of Work**

The hours of work for full time staff will be seven (7) hours per day, thirty-five (35) hours per week.

The Lifeguard Instructor II will draft shift schedules in consultation and agreement with the immediate supervisor. Schedules shall be completed as soon as possible but shall, in all cases, be completed to ensure at least two (2) working days' notice to employees and posted for the access of all employees in the Aquatic Centre. Once a shift schedule has been set, changes will only be made for reasons of sickness, accident or authorized leave of absence. Where reasonable and possible, such changes will be done in consultation with the Lifeguard II.

Staff may work six (6) consecutive days to cover shift changes for reasons specified above.

The minimum hours for part time employees will be two (2) hours. Split shifts can be scheduled for part time staff.

#### **4) Seniority**

All employees shall have their names added to the Aquatic Centre seniority list on the basis of actual hours worked which will be converted to an FTE equivalent. This list will serve as reference for seniority rights within the Aquatic Centre. Regular Part Time Aquatic employees will also be added to the Master Seniority list based on actual hours converted to FTE equivalent.

#### **5) Rates of Pay**

Regular part time employees relieving regular full time employees when absent from duty due to sickness, statutory holidays, annual vacation or leave without pay, shall be paid the rate for the position in which they are relieving for the period of time they relieve the regular full time employee.

Any part time employee working as a Lifeguard Instructor I, shall after two (2) hours work in that capacity, receive the more favourable rate of pay for the shift, even if performing Cashier duties. This amendment takes effect upon ratification of the Memorandum of Agreement.

6) **Overtime**

In all circumstances, overtime shall only be paid after seven (7) hours in a day or after thirty-five (35) hours in a week.




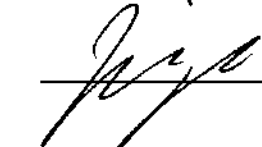
7) **Emergency Work Coverage**

Where emergency work must be covered beyond scheduled hours, the employee will continue working and attempt to contact management. If unable to contact management, the employee will attempt to contact the Lifeguard II. In any case, the employee shall continue to work until relieved.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 30<sup>th</sup> day of November, 2018.

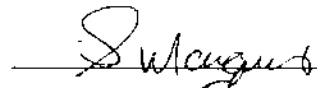
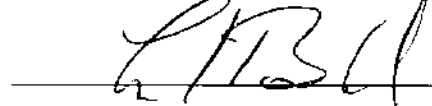
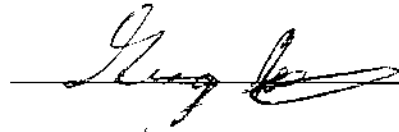
**ON BEHALF OF:**

DISTRICT OF SUMMERLAND

  
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**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1136

  
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Original: April 29, 1999  
Renewed: May 19, 2005  
Renewed: September 23, 2010  
Renewed: November 19, 2013  
Renewed: March 15, 2018

**LETTER OF UNDERSTANDING #4**

Between

DISTRICT OF SUMMERLAND

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1136

**RE: Labour/Management Committee**

Employer shall create and maintain up-to-date job descriptions of all positions with a copy sent to the Union.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 30<sup>TH</sup> day of November, 2018.

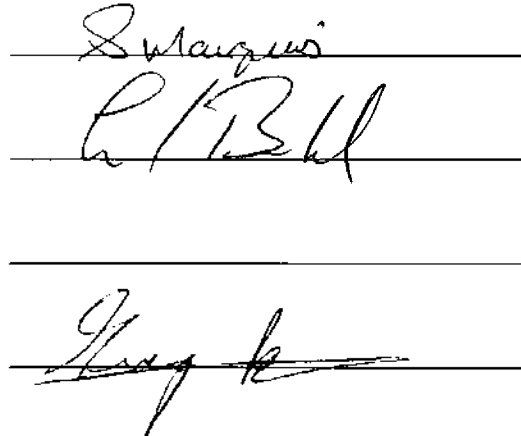
**ON BEHALF OF:**

DISTRICT OF SUMMERLAND

**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1136





Original: August 22, 2011  
Renewed: November 19, 2013  
Renewed: March 15, 2018

**LETTER OF UNDERSTANDING #5**

Between  
DISTRICT OF SUMMERLAND  
And  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1136

**RE: Students Hiring and Remuneration**

**General**

The maximum number of students hired during any given year will be ten (10) students. All students' duties will be determined by the Department manager and their direct supervisor.

No student will be hired to replace a laid off employee.

1) **Parks and Recreation**


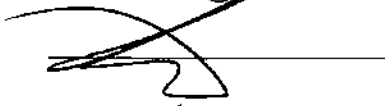

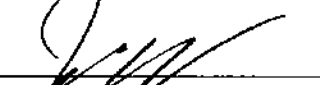
- a) The rate of pay for students when driving equipment such as tractors, large mowers not including small zero turn ride on mowers used in cemeteries, or a garbage truck excluding utility (pick up) trucks shall be at Pay Grade 4 outside positions.
- b) A premium of fifty cents (\$0.50) per hour will be paid to returning students.
- c) The pay rate for student doing technical or skilled tasks shall be paid at the appropriate pay grade for outside positions.

2) **Practicum Students**

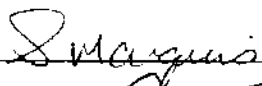

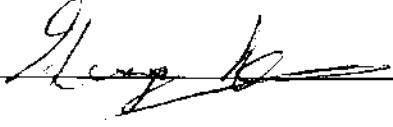
- a) Students on job training programs (i.e. COOP) such as Wastewater technician, Water Supply technician, Engineering technician or other shall be paid at seventy-five percent (75%) of the rate of the position they are working in.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 30<sup>TH</sup> day of November, 2018.

**ON BEHALF OF:**  
DISTRICT OF SUMMERLAND

  
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**ON BEHALF OF:**  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1136

  
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Original: September 2, 2015  
Renewed: March 15, 2018

**LETTER OF UNDERSTANDING #6**

Between  
DISTRICT OF SUMMERLAND  
And  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1136

**RE: RCMP Support Staff – Hours of Work**

This Letter of Understanding formalizes and corrects a long standing agreement between the Summerland RCMP Detachment commanders and RCMP CUPE support staff.

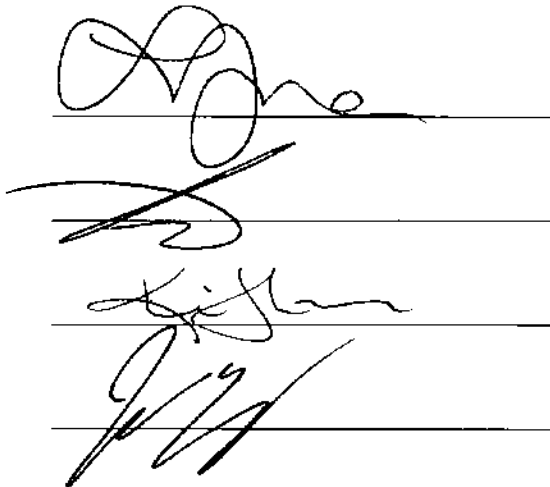
RCMP support staff will work nine (9) shifts in each two (2) week pay period incorporating seventy (70) hours of work.

Each regular work day will commence at 8:15 a.m. and terminate at 4:32 p.m. with one half (1/2) hour lunch break.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 30<sup>th</sup> day of November, 2018.

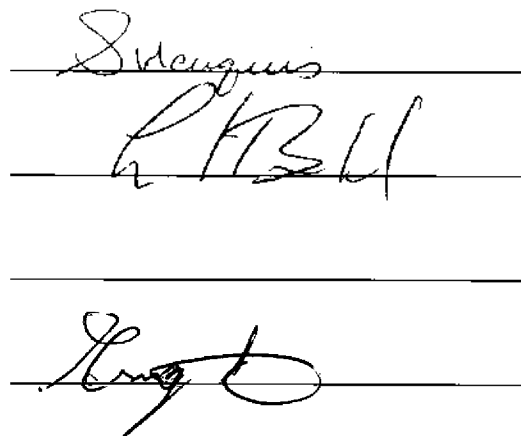
**ON BEHALF OF:**

DISTRICT OF SUMMERLAND



**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1136



Original: April 2013  
Renewed: November 19, 2013  
Renewed: March 15, 2018

**LETTER OF UNDERSTANDING #7**

Between  
DISTRICT OF SUMMERLAND  
And  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1136

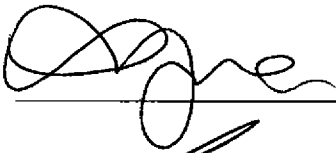
**RE: Earned Days Off**

The parties agree to explore a form of alternate work scheduling which meets operational needs while concurrently improving employees' work/life balance on a trial basis.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 30 day of Nov ,2018.

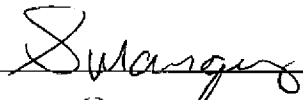
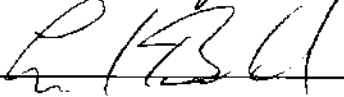
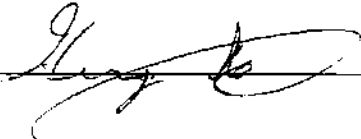
**ON BEHALF OF:**

DISTRICT OF SUMMERLAND

  
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**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1136

  
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**LETTER OF UNDERSTANDING #8**

Between  
DISTRICT OF SUMMERLAND  
And  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1136

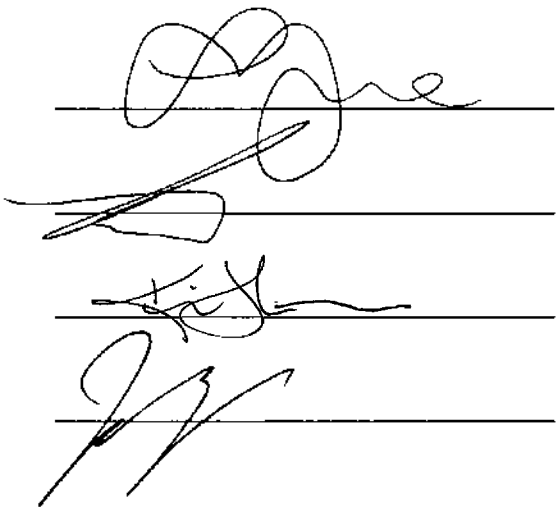
**RE: Overtime for Call-Out While on Vacation**

The parties agree to study instances of call-out while on vacation and the circumstances when overtime should be appropriately paid.

**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 30 day of Nov ,2018.

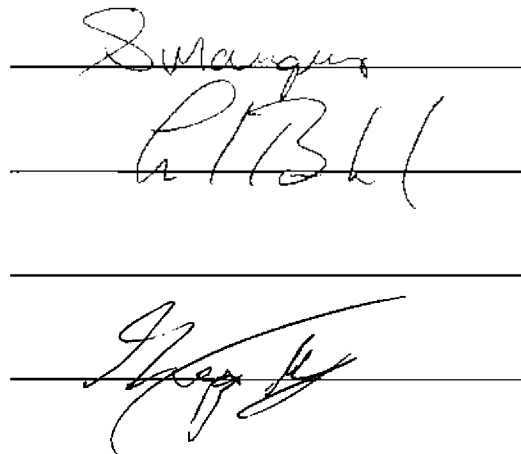
**ON BEHALF OF:**

DISTRICT OF SUMMERLAND

  
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**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1136

  
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