

COLLECTIVE AGREEMENT

BETWEEN

DISTRICT OF SUMMERLAND



AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO 1136**



JANUARY 1, 2023 – DECEMBER 31, 2027

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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, sexual orientation, gender identification, 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, in accordance with CUPE Local 1136 Bylaws, from the first day worked and thereafter.

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 (10th) 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.

6.05 Notice to Changes to Dues and Fees

The Union will provide any Bylaw changes to the Employer in writing.

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 Manager of Human Resources 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 Manager of Human Resources. The Employer shall respond, in writing, to the grievance within seven (7) calendar days.

Step 3

If the response provided by the Employer does not resolve the grievance, the Union will have seven (7) calendar days, from receiving the decision, 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, the Manager of Human Resources 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, in writing, within seven (7) calendar days following the Step 3 grievance meeting. The Union shall notify the Employer, in writing, 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.

Withholding 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 British Columbia Labour Relations Board to appoint an arbitrator.
- b) The arbitrator shall fix a date for hearing the grievance, as soon as reasonably possible 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 discipline 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 discipline will be given to the employee involved, with a 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 Manager of

Human Resources or designate. To obtain access to their personnel file an employee will forward the appropriate request in writing to the Manager of Human Resources 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 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 Seasonal Full-Time Employee" means an employee who works the normal work day and normal work week described in Article 19.01 or Schedule "B", whose annual period of active employment is for one or more seasons but less than twelve (12) months each year. A regular seasonal full-time employee has the right to accept returning to the position they held the previous season. Should the employee decline returning to work within seven (7) calendar days (or such longer period as may be mutually agreed upon) of recall for any season, they will be considered to have quit.
- c) "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".
- d) "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.
- e) "Casual Employee" shall mean any employee hired to do work on an intermittent, when and as needed, basis.

- f) "Grant Workers" will be considered "employees" insofar as the Employer is concerned. Based on the grant funding, the rate of pay and benefits or percentage in lieu of benefits will be negotiated between the Employer and the Union.
- g) "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 or is completing their schooling in that same year.

ARTICLE 15 PROBATION

15.01 Probation

All new Regular Full-time, Regular Seasonal, Regular Part-time and Term 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) worked calendar months.
- Regular Full-Time Seasonal Employees: Six (6) worked calendar months.
- Regular Part-Time Employees: The equivalent of six (6) months worked, in regular time hours as per the following example.
- Term Employees: The equivalent of six (6) months worked, in regular time hours, as per the following example, within the prior twenty-four (24) months.

Example:

- a) Nine hundred and ten (910) regular time hours worked based on a thirty-five (35) hour work week, or
- b) One thousand and forty (1040) regular time hours worked based on a forty (40) hour work week.

The probationary period may be extended, up to a maximum of three (3) months, if mutually agreed between the District and the Union.

ARTICLE 16 SENIORITY

16.01 Seniority Defined

- a) Seniority shall be measured by length of service in the bargaining unit and shall operate on a bargaining unit-wide basis.
- b) An employee, or previous employee, who is successful on any regular full-time, regular part-time, or regular seasonal position will have previous service credited based on the regular time hours previously worked once the employee has completed the probationary period, and if there has not been an absence from the District for a period longer than one (1) year.

16.02 Calculation of Seniority

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

a) Regular Full-time Employee

Following the probationary period, seniority credits shall commence from the first (1st) day hired into a regular position and adjusted to include regular hours worked prior to achieving regular status and as per Article 16.01(b) if applicable.

b) Regular Full-time Seasonal Employee

Following the probationary period, seniority credits shall commence from the first (1st) day hired and be calculated on the number of regular hours worked from the first (1st) day hired into a regular position and adjusted to include hours worked as per Article 16.01 (b) if applicable.

c) Regular Part-time Employee

Following the probationary period, seniority credits shall commence from the first (1st) day hired and be calculated on the number of regular hours worked from the first (1st) day hired into a regular position and adjusted to include hours worked as per Article 16.01(b) if applicable.

d) Term and Casual Employees

Seniority shall be calculated based on regular 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 the equivalent of six (6) months in regular time hours within the preceding twenty-four (24) months. Placement on the Term and Casual Seniority 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 may be given first (1st) preference for the vacant position provided they possess the required qualifications, skills, abilities and knowledge.

- e) Grant Workers, and Students do not accrue seniority.

16.03 Seniority Lists

The Employer shall prepare a Master Seniority List to be posted in a convenient place, on or before the first (1st) day of April each year, showing the seniority standing of each regular employee covered by this Agreement. This list will include the employee's name, status (regular full-time, regular full-time seasonal, regular part-time), position, and length of service. For full-time seasonal and part-time employees, length of service will be determined by pro-rating regular 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 (1st) 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) retires;
 - iv) 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;
 - v) 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;
 - vi) 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.

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.

For leadership positions within the bargaining unit – Schedule “A”, Inside Pay Grade 18 and higher (Senior Building Official and Senior Planner), Outside Pay Grade 14 and higher (Lead Hand, Foreman, Chief Water Operator, and Chief Wastewater Operator), and Aquatics Pay Grade A07 and higher (Head Lifeguard / Instructor) – candidate selection will be based on the most senior internal candidate unless another interviewed candidate demonstrates a superior balance of qualifications, skills, knowledge or ability to 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 classification, a current job description, hours of work, 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 posted and filled on a permanent basis by an existing internal employee, 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

Any employee appointed to a temporary position shall be required to complete the original assignment prior to bidding on any other job opportunity. The successful applicant will return to their former position upon completion of the temporary term.

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 bargaining unit but shall not continue to accumulate seniority for periods of service outside the bargaining 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

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

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.

An employee may bump into an equivalent or lower paying classification only if they have the required qualifications, skills, knowledge and ability to efficiently fulfill the job requirements.

Employees can not bump upward in classification, paygrade or status, e.g., part-time to full-time.

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 have the required qualifications, skills, knowledge and ability to do the work available.

If an employee acquires a certification or qualification while on layoff, they must wait for a position for which they now hold the qualification,

skill, knowledge and ability to efficiently fulfill to become open and available prior to being recalled.

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 5:00 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 Paid 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, equal to an annual maximum of twenty (20) working days, 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 Travel Time for Training

All out of town travel related to training will be paid at straight time rates.

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 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 Called Out to Work During Scheduled Time Off

The Employer will determine the appropriate staffing levels required to meet operational requirements and to the best of their ability, not to call employees in to work when they are on scheduled time off, however, if there is an operational need to do so, the following will continue to apply;

- a) Employees will be called in based on the type of absence, i.e., vacations take priority over banked time off;
- b) Employees will be paid at regular time rates;

- c) The vacation or banked time not taken will be credited back into the employee's time bank accordingly.

22.04 Rest Period

An employee who is called out to address as unplanned work situation and commences work more than four (4) hours in advance of the beginning of the employee's next normal shift, the callout is longer than three (3) hours in duration, and the employee has less than eight (8) hours rest time prior to the start of their regular shift, shall be entitled to an eight (8) hour rest period commencing at the time the actual overtime work assignment is completed. If the employee's regular starting time is scheduled to commence before the expiration of this period, the employee will be permitted to remain at rest for the eight (8) hour period and will be paid the employee's regular straight-time rate for the hours of their normal shift which falls within the rest period and for the remainder of the employee's normal shift, which the employee shall work.

Where an employee is requested to return to work before they have completed their eight (8) hour rest period they shall continue to be compensated at the overtime rate for all time worked.

Where an employee continues to work into his working day or shift without rest time, they shall continue to be compensated at the overtime rate for all time worked.

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 | National Day of Truth and Reconciliation |
| Easter Monday | Thanksgiving Day |

Victoria Day	Remembrance Day
Canada Day	Christmas 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.

An employee receiving a present in lieu as per Article 35.02 is paid at regular time for working on a Statutory Holiday.

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 1st to December 31st, inclusive. All vacation accruals and entitlement are based on a calendar year.

25.02 Vacation Entitlement

Vacation days are front-loaded at the beginning of each calendar year, prior to being earned, or in the case of new employees, upon hiring.

Regular Full-time employees will earn and be entitled to paid vacation on the following basis:

Full-time Seasonal employee's vacation entitlement will be pro-rated based on time worked annually.

Years of Employment	Number of Vacation Days Earned for use in the Current Year	Equivalent hours for employees working 35 hours/week	Equivalent hours for employees working 40 hours/week
Initial (starting) year	Pro-rated based on 1.25 days for each full month worked (e.g., a start date of July 1 st equals 7.5 days earned in the initial year)	Pro-rated based on 8.75 hours for each full month worked (e.g., a start date of July 1 st equals 52.5 hours earned in the initial year)	Pro-rated based on 10 hours for each full month worked (e.g., a start date of July 1 st equals 60 hours earned in the initial year)
1 st to 4 th	15 days	105 hours	120 hours
5 th to 14 th	20 days	140 hours	160 hours
15 th to 19 th	25 days	175 hours	200 hours
20 th year thereafter	30 days	210 hours	240 hours

Example:

Calculated from the employee's start date, on the year that the vacation increment increases, the additional week of vacation will be loaded into each employee's vacation bank on January 1st of that calendar year. For example:

Start date of July 1, 2018 is calculated as follows:

Initial year:	July 1, 2018 – December 31, 2018	– 7.5 days pro-rated
Year 1	January 1, 2019 – December 31, 2019	– 15 days
Year 2	January 1, 2020 – December 31, 2020	– 15 days
Year 3	January 1, 2021 – December 31, 2021	– 15 days
Year 4	January 1, 2022 – December 31, 2022	– 15 days
Year 5	January 1, 2023 – December 31, 2032	– 20 days
Year 15	January 1, 2033 – December 31, 2037	– 25 days
Year 20	January 1, 2038 – Onward	– 30 days

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

The District holds the right to provide an employee vacation at a higher level, than the equivalent years with the District, as noted in the above table for positions that are challenging to retain or recruit.

25.03 Employees on Layoff / Departure from the District

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.

If an employee departs from the District, for any reason whatsoever, and had taken vacation time off in excess of what they have earned, prior to their final date of employment, the outstanding amount will be deducted from their final pay or repaid in another manner within thirty (30) days.

Full-time Seasonal employees vacation entitlement will be paid out at the end of each season on the final pay date.

25.04 Employees Off Work

Employees will continue to accrue vacation entitlement when they are on an approved Short-term Disability or a WorkSafeBC claim for the first twenty-six (26) weeks.

Employees will not accrue vacation entitlement when they are on Long Term Disability, Unpaid Leave, or while on a WorkSafeBC claim exceeding twenty-six (26) weeks.

25.05 Part-time or Term Employees

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

25.06 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.

Each department will accept vacation requests up to the end of February of each year. Based on seniority, employees will be allowed to schedule up to a maximum of three (3) weeks' vacation. Once the first round is complete, the schedule will be recirculated and based on seniority, employees will be entitled to book the residual of their vacation entitlement. Following this process, vacation requests will be approved on a "first come, first serve" basis throughout the remainder of the calendar year.

25.07 When Vacations are to be Taken

Vacations earned during the vacation year shall be taken in the same calendar year and cannot be postponed without the written consent of the Employer. Vacation time must be taken before banked time.

A maximum of five (5) vacation days may be carried over to the following calendar year, but only when requested in writing and approved by the Department Head. The carry forward days must be taken by the end of January each year.

ARTICLE 26 HEALTH AND WELLNESS

Regular full-time and full-time seasonal 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, Seasonal, 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 fifteen (15) "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.

Seasonal employees will accrue health leave only during the season they are actively at work.

New employees shall be credited with one and one-half (1.5) "days" 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 maternity and parental leave.

Once an employee is eligible for Health Leave, they may go into the negative for up to a maximum of five (5) days annually, for their own personal illnesses only.

When an employee has exhausted their health leave bank, they shall be entitled to access other accrued banked time under Article 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 (6th) day of a continuous absence, to a maximum of twenty-six (26) weeks from the first (1st) 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 only 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. Health and welfare benefits and their premium cost share arrangement will continue only during that initial twenty-six (26) weeks of a WorkSafeBC Claim.

In the event that the WorkSafeBC rejects a claim, or during a period of WorkSafeBC 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 WorkSafeBC 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 WorkSafeBC rejects a claim, the Employer will work together with the employee to submit the claim to the Wage Indemnity Plan, if applicable.

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, but is not responsible for claims adjudication or decisions.
- 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 six (6) 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 operational needs and their approval 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/partner or child.

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

Where the employee is required to travel more than 400 kilometers to attend the funeral of any of the approved relatives, the employee will be permitted two (2) additional days for such travel.

27.05 Maternity Leave

Maternity leave will be in accordance with British Columbia Employment Standards Act Section 50, as amended from time to time. Current legislation is available through a representative of the Human Resources department or the Union.

27.06 Parental Leave

Parental leave will be in accordance with British Columbia Employment Standards Act Section 51, as amended from time to time. Current legislation is available through a representative of the Human Resources department or the Union.

27.07 Employer May Require Maternity Leave

An Employer may require an employee to commence a leave of absence under Article 27.05 if the employee cannot reasonably perform their

duties because of the pregnancy and to continue the leave until they provide a certificate from a medical practitioner stating that they are able to perform their duties.

27.08 Duties of the Employer

- a) The Employer must not, because of an employee's maternity 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 maternity or parental leave.

27.09 Employment Deemed Continuous

- a) The service of an employee who is on maternity 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. The annual vacation accrual entitlement is only accessible if the employee returns to work following such leave and works for a minimum of three (3) months. If the employee does not return to work following maternity/parental leave, there will be no vacation accrual entitlement.
- 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 maternity 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 Daily Rate – Outside Employees

On any day during which an outside employee works two (2) or more regular time 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 regular time hours on that day.

28.03 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.

28.04 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.

28.05 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.

28.06 Acting Chief Operator/Foreman/Lead Hand Rate

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

28.07 Work Boot Allowance

All regular full-time, seasonal, and part-time employees who are actively at work and required to wear approved footwear shall be entitled to reimbursement of up to one hundred sixty (\$160.00) dollars each calendar year upon presentation of a receipt for purchase.

Employees may choose to defer the one hundred sixty (\$160.00) to the following year in order to purchase safety boots not to exceed three hundred twenty (\$320.00) over the 24-month period of time.

28.08 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.

28.09 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 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.

30.04 Schedule "A" Amendments

New or changed classifications which arise during the term of this agreement will be inserted into Schedule "A".

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.

32.05 Health Care Spending Account (HCSA)

The Employer will create a Health Care Spending Account (HCSA) for each employee to the amount of a maximum of one hundred (\$100.00) dollars annually to utilize towards any eligible medical expense, as defined by the Canada Revenue Agency, incurred over and above what is paid by applicable benefit plans.

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.

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.

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 from 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, 2023 and shall remain in effect until December 31, 2027, 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 representatives, have affixed their signatures hereto on this 24th day of June 2024.

ON BEHALF OF:

DISTRICT OF SUMMERLAND



Marnie Manders
Manager of Human Resources




David Svetlichny
Director of Finance



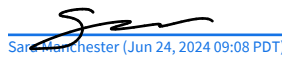
Joe Mitchell
Director of Works and Infrastructure

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1136


Nicole Lawrence (Jun 24, 2024 10:50 PDT)

Nicole Lawrence, Local 1136 President


Sara Manchester (Jun 24, 2024 09:08 PDT)

Sara Manchester, National Representative

SCHEDULE "A"

Pay Rates

2023 - 2027

PAY GRADE	JOB TITLE / CLASSIFICATION	January 1, 2022	January 1, 2023 3.0%	January 1, 2024 3.0%	January 1, 2025 3.0%	January 1, 2026 3.25%	January 1, 2027 3.25%
01	Student	\$ 15.65	20.00	20.60	21.22	21.91	22.62
05	Accounting Clerk / Cashier Bylaw Services Ambassador Community Services Assistant Development Services Assistant Inter-departmental Assistant Receptionist	\$ 29.94	30.84	31.77	32.72	33.78	34.88
06	Detachment Services Assistant - RCMP Meter Technician	\$ 31.26	32.20	33.17	34.16	35.27	36.42
07	Administrative Coordinator - Community Services Administrative Coordinator - RCMP Information Systems Support Technician I	\$ 32.75	33.73	34.74	35.78	36.95	38.15
9	Bylaw Enforcement Officer 1 Drafting Technician Accountant I - Finance Accountant I - W&I and Utilities Planning Technician Recreation Coordinator W&I and Utilities Coordinator	\$ 36.08	37.17	38.29	39.43	40.72	42.04
12	Building Official I Bylaw Enforcement Officer II Planner I	\$ 40.15	41.35	42.59	43.87	45.29	46.77
13	Engineering Technician I	\$ 41.48	42.72	44.00	45.32	46.79	48.32
14	Engineering Technician II GIS Administrator Information Systems Support Technician II	\$ 42.82	44.10	45.42	46.79	48.31	49.88
15	Building Official II	\$ 44.19	45.52	46.89	48.29	49.86	51.48
16	Planner II Senior Bylaw Enforcement Officer	\$ 45.57	46.94	48.35	49.80	51.42	53.09
18	Senior Building Official Senior Planner	\$ 48.31	49.76	51.25	52.79	54.51	56.28

OUTSIDE Positions / Hourly							
PAY GRADE	JOB TITLE / CLASSIFICATION	January 1, 2022	January 1, 2023 3.0%	January 1, 2024 3.0%	January 1, 2025 3.0%	January 1, 2026 3.25%	January 1, 2027 3.25%
01	Student	\$15.65	20.00	20.60	21.22	21.91	22.62
04	Arena Operator I Labourer	\$ 28.57	29.43	30.31	31.22	32.24	33.28
06	Maintenance Worker I	\$ 29.78	30.67	31.59	32.54	33.60	34.69
07	Arena Operator II Maintenance Worker II Parks Operator II Arena / Parks Operator II	\$ 30.40	31.31	32.25	33.22	34.30	35.41
08	Arena Operator III Cemetery Groundsperson Equipment Operator III Pipefitter / Layer	\$ 31.06	31.99	32.95	33.94	35.04	36.18
09	Equipment Operator IV Gardener / Groundsperson Sanitary Landfill Operator - Equipment Op IV Wastewater Technician 1 Water Technician 1	\$ 31.69	32.64	33.62	34.63	35.75	36.92
10	Equipment Operator V Sewer Equipment Operator Wastewater Technician 2 Water Technician 2	\$ 33.54	34.55	35.59	36.65	37.85	39.08
13	Wastewater Technician 3 Water Technician 3	\$ 35.11	36.16	37.24	38.36	39.61	40.90
14	Works Lead Hand Parks Operations Lead Hand Facilities Maintenance Lead Hand	\$ 36.09	37.17	38.29	39.43	40.72	42.04
15	Works Foreman Wastewater Technician 4 Water Technician 4	\$ 37.71	40.78	42.00	43.26	44.67	46.12
16	Chief Operator - Wastewater Treatment Plant Chief Operator - Water Distribution System Chief Operator - Water Treatment Plant	\$ 41.36	42.60	43.88	45.19	46.66	48.18
OUTSIDE Aquatics Positions / Hourly							
A01	Cashier - Aquatics	\$ 23.92	24.64	25.38	26.14	26.99	27.87
A03	Lifeguard / Instructor I	\$ 27.37	28.19	29.04	29.91	30.88	31.88
A05	Maintenance Lifeguard / Instructor	\$ 29.42	30.30	31.21	32.15	33.19	34.27
A07	Head Lifeguard	\$ 31.08	32.01	32.97	33.96	35.06	36.20
OUTSIDE Trades Positions / Hourly							
T01	Carpenter	\$ 35.76	36.83	37.93	39.07	40.34	41.65
T01	Plumber	\$ 35.76	36.83	37.93	39.07	40.34	41.65
T02	Mechanic	\$ 37.90	39.04	40.21	41.42	42.76	44.15
T03	Instrumentation / Electrical Technician	\$ 38.57	39.73	40.92	42.15	43.52	44.93

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, 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 a 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, increased level of service, 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 an increased level of service, 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 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 Hours of Work (Article 19) and Overtime (Article 20) provisions of the Collective Agreement. Those operations not mentioned in Schedule "B" may be removed from the Hours of Work and Overtime 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, Bylaw Enforcement Officers, Meter Technician/Clerk, and Students**

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. These five (5) consecutive day blocks may change seasonally.

- 2) **Arena, Bylaw Enforcement Officers, Water, and Wastewater Divisions**

Arena, 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) **RCMP Support Staff**

RCMP support staff may work nine (9) shifts in each two (2) week pay period incorporating seventy (70) hours of work. Each regular work day will commence at 8:15a.m. and terminate at 4:32p.m. with one half (1/2) hour lunch break.

- 4) **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 or four (4) consecutive days, followed by three (3) consecutive days off, with hours of work scheduled outside of Article 19 (Hours of Work).

- 5) **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. At the Recreation Coordinator's request, any hours in excess of the normal thirty-five (35) hour work week may be banked at regular time and taken at a mutually agreed upon time.

- 6) **Information Technology Support Technician I & II** positions will be required to work outside of normal business hours to complete Information Technology upgrades, maintenance and scheduled projects to minimize overall organizational disruptions. As such, the Information Technology Support Technician I and II position shifts will normally be thirty-five (35) hours per week, on a flexible schedule of varying shift lengths, and days of the week (i.e. may include early mornings, evenings and weekends) to meet the information technology needs of the organization. The Information Technology Support Technician I and II will develop a work schedule, in conjunction with the department manager, to meet the needs of the organization, with the intention of avoiding overtime when possible. Management retains the right to approve or reject the schedule. 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. All overtime must be pre-approved by management.

- 7) **Senior Planner/Planner II employees attending scheduled meetings outside of regular working hours.**

In order to serve the public, Senior Planning employees may from time to time, be subject to carrying schedule changes to meet work requirements. In these circumstances, an employee may be requested to attend an evening meeting outside of regular working hours e.g., Council meeting, Committee meeting, etc. In order to accommodate these circumstances, the District may adjust an employee's normal shift schedule to start at a later time on that day in order to accommodate an evening meeting without incurring overtime.

- 8) **Inside Positions**

Upon mutual agreement of the parties, a 7 hour per day position may be changed to a 7.5 hour per day position or an 8 hour per day position when it is operationally feasible and within budget.

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 **24th** day of **June** 2024.

ON BEHALF OF:

DISTRICT OF SUMMERLAND



Marnie Manders
Manager of Human Resources



David Svetlichny
Director of Finance



Joe Mitchell
Director of Works and Infrastructure

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1136



Nicole Lawrence (Jun 24, 2024 10:50 PDT)

Nicole Lawrence, Local 1136 President



Sara Manchester (Jun 24, 2024 09:08 PDT)

Sara Manchester, National Representative

LIST OF EMPLOYEES AS PER LETTER OF UNDERSTANDING #1

DISTRICT OF SUMMERLAND

- | | |
|--------------------|---------------------|
| 1) Boothe, Dawn | 12) Krell, Darren |
| 2) Bradford, Mike | 13) Lee, Matthew |
| 3) Brown, Jeremy | 14) Lemarbre, Kiki |
| 4) Deferro, Deb | 15) Lyons, Craig |
| 5) Fetterer, Mike | 16) Martin, Heather |
| 6) Hartwick, Emma | 17) Nездoly, Jody |
| 7) Henderson, Mark | 18) Perdue, Matthew |
| 8) Hughes, Shawn | 19) Read, Sean |
| 9) Karlson, Kevin | 20) Sandrelli, Dave |
| 10) Karpan, Gordon | 21) Taylor, Dean |
| 11) Kedge, Susan | 22) 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
Renewed (List Revised) December 2, 2022

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 (4th) 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 (15th) 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 **24th** day of **June** 2024.

ON BEHALF OF:

DISTRICT OF SUMMERLAND



Marnie Manders
Manager of Human Resources



David Svetlichny
Director of Finance



Joe Mitchell
Director of Works and Infrastructure

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1136



Nicole Lawrence (Jun 24, 2024 10:50 PDT)

Nicole Lawrence, Local 1136 President



Sara Manchester (Jun 24, 2024 09:08 PDT)

Sara Manchester, National Representative

Original: July 6, 1987
Revised: August 28, 1992
Renewed: May 19, 2005
Renewed: September 23, 2010
Renewed: November 19, 2013
Renewed: March 15, 2018
Renewed: December 2, 2022

LETTER OF UNDERSTANDING #3

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

RE: Aquatic Centre

- 1) Aquatic employees are defined as those classifications specifically noted as "Aquatic Positions" within Schedule A.
- 2) The Aquatics Centre operates with a combination of full-time, part-time, and casual positions based upon operational needs. Aquatic employees shall be deemed Outside positions.
- 3) This letter of understanding addresses all aspects of the work environment; terms and conditions for aquatic employees except where applicable by applicable articles of the Collective Agreement.

4) a) **Regular Full-Time Aquatic Positions:**

All provisions of the Collective Agreement apply.

There will be a minimum of two (2) full-time positions (a Head Lifeguard/Instructor and a Maintenance/Lifeguard Instructor) at forty (40) hours per week. In the event it can be demonstrated that three (3) or more full-time positions have been working forty (40) 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.

b) **Regular Part-Time Aquatic Positions**

All provisions of the Collective Agreement apply except as follows:

1. Article 19 – Hours of Work
2. Article 20.01 – Overtime Rates
3. Article 22 – Callouts
4. Article 24 – Statutory Holidays
5. Article 25 – Annual Vacations
6. Article 26 – Health and Wellness, except Article 26.04, 26.06
7. Article 27.04 – Bereavement Leave
8. Article 27.11 – Compassionate Leave
9. Article 28.02 – Daily Rate – Outside Employees
10. Article 28.04 – Dirty Work
11. Article 28.06- Acting Chief Operator / Foreman / Lead Hand Rate

12. Article 28.07 - Work Boot Allowance
13. Article 29 – Standby (On Call)
14. Article 32 – Health and Welfare Coverage
15. Letter of Understanding #2 – CUPE Long Term Disability

c) **Casual Aquatic Position**

All provisions of the Collective Agreement apply except as follows:

1. Article 18 – Layoff, Recall and Resignation
2. Article 19 – Hours of Work
3. Article 20.01 – Overtime Rates
4. Article 22 – Callouts
5. Article 24 – Statutory Holidays
6. Article 25 – Annual Vacations
7. Article 26 – Health and Wellness, Except Article 26.04, 26.06
8. Article 27.04 – Bereavement Leave
9. Article 27.11 – Compassionate Leave
10. Article 28.03 – Daily Rate – Outside Employees
11. Article 28.05 – Dirty Work
12. Article 28.06 – Acting Chief Operator / Foreman / Lead Hand Rate
13. Article 28.07 – Work Boot Allowance
14. Article 28.08 – Reimbursements of Credentials
15. Article 29 – Standby (On Call)
16. Article 32 – Health and Welfare Coverage
17. Letter of Understanding #2 – CUPE Long Term Disability

5) **Hours of Work**

The hours of the Aquatics Centre include early mornings, daytime, evenings, weekdays and weekends, and further vary based upon seasonal operational requirements.

Scheduling of employees is completed with as much notice 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, the employee is responsible for working or fulfilling such shift.

Should an Aquatic employee wish to change their scheduled shift, they may post such scheduled shift to be picked up by another employee. If appropriate coverage

is attained, in consultation with the Head Lifeguard/Instructor, the shift may be re-assigned otherwise it remains the responsibility of the employee to work.

Part-time and Casual employees may work six (6) consecutive days to cover shift changes for reasons specified above without incurring overtime.

Part-time and Casual employees may work split shifts. Split shifts worked in the same day are considered separate from each other for the purposes of any calculations, e.g., break time allotment, etc.

The minimum hours scheduled for part-time and casual employee shifts will be a two (2) hour shift.

Part-time Lifeguards are required to work a minimum number of hours per week as defined by the Community Services department.

Casual Lifeguards are required to work a minimum number of hours per season as defined by the Community Services department.

	Allocated Rest Period
2 Hour to 3.75 Hour Shift	<ul style="list-style-type: none"> No rest Period
4 Hour to 5 Hour Shift	<ul style="list-style-type: none"> One 15 minute paid rest period or one 30-60 minute unpaid rest period
5.25 Hour to 6.75 Hour Shift	<ul style="list-style-type: none"> One 15 minute paid rest period and One 30 minute paid or 30-60 minute unpaid rest period
7 Hour shift	<ul style="list-style-type: none"> Two 15 minute paid rest periods (one in the first half and one in second half of shift) and One 30 minute paid or 30-60 minute unpaid rest period.

- Breaks may not be combined.
- If breaks are missed, staff are not permitted to leave early.

6) **Seniority**

All Aquatic employees shall have their names added to an Aquatic Centre seniority list on the basis of actual hours worked which will be converted to an FTE equivalent. This list will be produced annually prior to April 1st and will serve as reference for seniority rights within the Aquatic Centre for shift selection only as outlined in department procedure.

Regular full-time and part-time Aquatic employees will also be added to the Master Seniority list based on actual hours converted to an FTE equivalent once they pass probation.

Casual Aquatic employees earn seniority towards the Term and Casual seniority list as per Article 16.02 (d). Casual Aquatics Center employees do not serve a probation period and may be released from employment at any time, with applicable written notice.

Should an employee post to, or request an employment status change from a regular full-time, part-time, or seasonal position to a casual position, the employee will be considered to have resigned from a regular position and relinquish their seniority accrued to date on the Master Seniority list, however, will retain seniority within the Aquatics Centre for the purposes of shift selection only.

7) **Rates of Pay**

Regular part-time and casual 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 and casual employee working as Maintenance Lifeguard/Instructor or Head Lifeguard/Instructor, shall after two (2) hours work in that capacity, receive the more favourable rate of pay for the shift.

Overtime

For part-time and casual employees, overtime shall be paid as follows:

- a) Daily overtime – after eight (8) hours in a day at time and one-half (1½) the first two (2) hours and double time (2X) thereafter.
- b) Weekly overtime – after forty (40) hours within six (6) consecutive days in a given week at double time (2X).

Swimwear Allowance

The employer shall provide up to seventy five (\$75.00) dollars per year for all aquatic employees that provide a minimum of fifty (50) hours of swim instruction (swim lessons, school lessons and private lessons). All aquatic employees will be eligible for this allowance after the completion of the minimum annual fifty (50) hours of swim instruction and a receipt is provided.

Reimbursement of Credentials

Casual aquatic employees will not be reimbursed for job required recertifications. If the recertification course is offered by the employer, Casual aquatic employees will take the course on their own time and need to pay for the cost of materials only.

Article 28.08 will apply to casual aquatic employees if the training/certification is requested by the employer.

8) **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 Head Lifeguard/Instructor. 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 **24th** day of **June** 2024.

ON BEHALF OF:

DISTRICT OF SUMMERLAND



Marnie Manders
Manager of Human Resources



David Svetlichny
Director of Finance



Joe Mitchell
Director of Works and Infrastructure

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1136



Nicole Lawrence (Jun 24, 2024 10:50 PDT)

Nicole Lawrence, Local 1136 President



Sara Manchester (Jun 24, 2024 09:08 PDT)

Sara Manchester, National Representative

Original: April 29, 1999
Renewed: May 19, 2005
Renewed: September 23, 2010
Renewed: November 19, 2013
Renewed: March 15, 2018
Revised: December 2, 2022

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 **24th** day of **June** 2024.

ON BEHALF OF:

DISTRICT OF SUMMERLAND



Marnie Manders
Manager of Human Resources



David Svetlichny
Director of Finance



Joe Mitchell
Director of Works and Infrastructure

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1136



Nicole Lawrence (Jun 24, 2024 10:50 PDT)

Nicole Lawrence, Local 1136 President



Sara Manchester (Jun 24, 2024 09:08 PDT)

Sara Manchester, National Representative

Original: August 22, 2011
Renewed: November 19, 2013
Renewed: March 15, 2018
Renewed: December 2, 2022

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 fifteen (15) students as follows:

Parks:	6 students
Works & Infrastructure:	2 students
Water:	1 student
Wastewater:	1 student
Unallocated:	5 students

All students' duties will be determined by the Department manager and their direct supervisor.

No employees will be displaced or suffer a reduction in hours due to the hiring of students.

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

1) **Students**

- 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. Co-op) 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 **24th** day of **June** 2024.

ON BEHALF OF:

DISTRICT OF SUMMERLAND



Marnie Manders
Manager of Human Resources



David Svetlichny
Director of Finance



Joe Mitchell
Director of Works and Infrastructure

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1136



Nicole Lawrence (Jun 24, 2024 10:50 PDT)

Nicole Lawrence, Local 1136 President



Sara Manchester (Jun 24, 2024 09:08 PDT)

Sara Manchester, National Representative

Original: September 2, 2015
Renewed: March 15, 2018
Revised: December 1, 2022

LETTER OF UNDERSTANDING #6

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

RE: Workplace Flexibility

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, and does not increase costs for the District. This may include a trial Earned Time Off program and/or trial 4-day Compressed Work Week program.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this **24th** day of **June** 2024.

ON BEHALF OF:

DISTRICT OF SUMMERLAND



Marnie Manders
Manager of Human Resources



David Svetlichny
Director of Finance

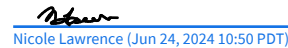


Joe Mitchell
Director of Works and Infrastructure

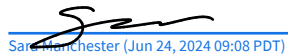
Original: January 2018
Revised: December 1, 2022

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1136


Nicole Lawrence (Jun 24, 2024 10:50 PDT)

Nicole Lawrence, Local 1136 President


Sara Manchester (Jun 24, 2024 09:08 PDT)

Sara Manchester, National Representative

LETTER OF UNDERSTANDING #7

Between

DISTRICT OF SUMMERLAND

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1136

RE: Article 28.06 – Acting Chief Water or Chief Wastewater Operator, Foreman or Lead Hand Rate

In order to ensure consistency regarding Article 28.06 of the Collective Agreement, the parties agree to change the language in the 2023 – 2027 collective agreement from:

28.06 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.

To:

28.06 Acting Chief Water or Chief Wastewater Operator, Foreman or Lead Hand Rate

The Acting Chief Water or Chief Wastewater Operator, Foreman or Lead Hand will receive the Lead Hand rate (Pay Grade 14 – outside) noted in Schedule “A” of the collective agreement OR a two dollar and eighty cent (\$2.80) per hour premium, whichever is higher, to a maximum of the base pay rate of the position being covered, as noted in Schedule “A”. If the Acting rate exceeds the Schedule “A” rate documented in the collective agreement, the employee will receive the Schedule “A” rate for the position they are covering. This premium only applies when an employee is designated by the Employer to an Acting capacity for periods of one (1) full work day or longer.

This Letter of Understanding will expire on December 31, 2027, or following thirty (30) days' notice by either party.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this **24th** day of **June** 2024.

ON BEHALF OF:

DISTRICT OF SUMMERLAND



Marnie Manders
Manager of Human Resources



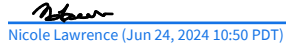
David Svetlichny
Director of Finance



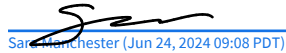
Joe Mitchell
Director of Works and Infrastructure

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1136


Nicole Lawrence (Jun 24, 2024 10:50 PDT)

Nicole Lawrence, Local 1136 President


Sara Manchester (Jun 24, 2024 09:08 PDT)

Sara Manchester, National Representative

FINAL L1136_Summerland_2023-2027_CA











2024 06 24

Final Audit Report

2024-06-28

Created:	2024-06-24
By:	Patty Kinahan (pkinahan@cupe.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGIM94LPSb2sKmrIFuRVaiAEKwNB1VsEX

"FINAL L1136_Summerland_2023-2027_CA 2024 06 24" History

-  Document created by Patty Kinahan (pkinahan@cupe.ca)
2024-06-24 - 3:50:25 PM GMT
-  Document emailed to smanchester@cupe.ca for signature
2024-06-24 - 4:03:44 PM GMT
-  Email viewed by smanchester@cupe.ca
2024-06-24 - 4:07:48 PM GMT
-  Signer smanchester@cupe.ca entered name at signing as Sara Manchester
2024-06-24 - 4:08:50 PM GMT
-  Document e-signed by Sara Manchester (smanchester@cupe.ca)
Signature Date: 2024-06-24 - 4:08:52 PM GMT - Time Source: server
-  Document emailed to cupe1136nlawrence@hotmail.com for signature
2024-06-24 - 4:08:55 PM GMT
-  Email viewed by cupe1136nlawrence@hotmail.com
2024-06-24 - 5:48:06 PM GMT
-  Signer cupe1136nlawrence@hotmail.com entered name at signing as Nicole Lawrence
2024-06-24 - 5:50:27 PM GMT
-  Document e-signed by Nicole Lawrence (cupe1136nlawrence@hotmail.com)
Signature Date: 2024-06-24 - 5:50:29 PM GMT - Time Source: server
-  Document emailed to Marnie Manders (mmanders@summerland.ca) for signature
2024-06-24 - 5:50:33 PM GMT

 Email viewed by Marnie Manders (mmanders@summerland.ca)

2024-06-25 - 3:29:14 PM GMT

 Document e-signed by Marnie Manders (mmanders@summerland.ca)


Signature Date: 2024-06-25 - 9:18:04 PM GMT - Time Source: server

 Document emailed to dsvetlichny@summerland.ca for signature

2024-06-25 - 9:18:07 PM GMT

 Email viewed by dsvetlichny@summerland.ca


2024-06-28 - 7:11:59 PM GMT

 Signer dsvetlichny@summerland.ca entered name at signing as David Svetlichny

2024-06-28 - 7:49:50 PM GMT

 Document e-signed by David Svetlichny (dsvetlichny@summerland.ca)

Signature Date: 2024-06-28 - 7:49:52 PM GMT - Time Source: server

 Document emailed to Joseph Mitchell (jmitchell@summerland.ca) for signature

2024-06-28 - 7:49:56 PM GMT

 Email viewed by Joseph Mitchell (jmitchell@summerland.ca)

2024-06-28 - 8:45:58 PM GMT

 Document e-signed by Joseph Mitchell (jmitchell@summerland.ca)

Signature Date: 2024-06-28 - 8:46:38 PM GMT - Time Source: server

 Agreement completed.

2024-06-28 - 8:46:38 PM GMT