

COLLECTIVE AGREEMENT

BETWEEN

DISTRICT OF SPARWOOD

SPARWOOD


Hereinafter referred to as the "District"

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2698

CUPE / *Canadian Union
of Public Employees*

Hereinafter referred to as the "Union"

MARCH 1, 2021 TO FEBRUARY 28, 2026

DISTRICT OF SPARWOOD

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CUPE LOCAL 2698

**DISTRICT OF SPARWOOD
Table of Contents**

	PAGE
DEFINITIONS	5
ARTICLE 1 - RECOGNITION OF THE UNION	7
ARTICLE 2 - MANAGEMENT RIGHTS	9
ARTICLE 3 - JOINT CONSULTATION AND ADJUSTMENT PLANS	10
ARTICLE 4 - COMMITTEE ON LABOUR RELATIONS/GRIEVANCES	11
ARTICLE 5 - GRIEVANCE PROCEDURE	11
ARTICLE 6 - ARBITRATION	13
ARTICLE 7 – SENIORITY: Hiring, Promotions, Layoff	14
ARTICLE 8 - LEAVE OF ABSENCE	18
ARTICLE 9 - HOURS OF WORK, OVERTIME, WAGES	19
ARTICLE 10 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS	23
ARTICLE 11 - GENERAL PROVISIONS & CONDITIONS OF EMPLOYMENT	26
ARTICLE 12 – MATERNITY LEAVE/PARENTAL LEAVE	27
ARTICLE 13 - SICK LEAVE	27
ARTICLE 14 - HEALTH WELFARE AND OTHER BENEFITS	29
ARTICLE 15 - SAFETY	32
ARTICLE 16 - TRAINING PROGRAM	32
ARTICLE 17 - WAGE SCHEDULES, ATTACHMENTS & ADDENDA	33
ARTICLE 18 - VARIATIONS	33
ARTICLE 19 - PRINTING OF AGREEMENT	33
ARTICLE 20 - TERM OF AGREEMENT	33
SCHEDULE "A"	36
APPENDIX "A"	38
APPENDIX "B"	39

LETTER OF UNDERSTANDING NO. 1	41
RE: WEEKEND ON-CALL COVERAGE	41
LETTER OF UNDERSTANDING NO. 2	43
RE: STUDENT AND CO-OP STUDENT EMPLOYEES	43
LETTER OF UNDERSTANDING NO. 3	45
RE: SPECIALIZED TRAINING	45
LETTER OF UNDERSTANDING NO. 4	46
RE: COMPRESSED WORK WEEK	46
LETTER OF UNDERSTANDING NO. 5	48
RE: 4X4 SCHEDULE FOR RECREATION MAINTENANCE STAFF	48
LETTER OF UNDERSTANDING NO. 6	51
RE: HOURS OF WORK – COMMUNITY SERVICES ASSISTANT POSITION	51
LETTER OF UNDERSTANDING No. 7	53
RE: 8 HOUR SHIFT – WINTER/SUMMER SHIFT ROTATION FOR FACILITIES WORKER	53
LETTER OF UNDERSTANDING No. 8	56
RE: INFORMATION SYSTEMS TECHNICIAN POSITION	56
LETTER OF UNDERSTANDING No. 9	58
RE: FIRE SERVICES AND SUPPORT CLERK	58
LETTER OF UNDERSTANDING NO. 10	60
PILOT RE: MUTUAL AGREEMENT TO AMEND WORK SCHEDULE	60

DEFINITIONS

(1) Regular Full-Time Employees

A Regular Full-time employee is one who works regular scheduled full-time shifts of either eight (8) hours or seven and one half (7 ½) hours as the case may be. These employees accumulate seniority and are entitled to all benefits outlined in this Agreement.

(2) Regular Part-Time Employees

A Regular Part-time Employee is one who works twenty (20) hours or more each week or works more than four hundred and eighty (480) hours in any twenty-four (24) calendar week period but less than the standard weekly hours of a Regular Full-time Employee. Employees in this category shall receive two dollars (\$2.00) per hour more than their rate established in Schedule "A" in lieu of all health benefits outlined in Article 13 – Sick Leave and Article 14 – Health Welfare and Other Benefits unless otherwise specified. These employees accumulate seniority.

These employees may work up to a standard full-time workweek on a temporary basis for the purposes of augmenting or replacing Regular Full-time staff without changing their employment status. These periods shall not exceed three (3) months (60 working days) without the agreement of the Union. Agreement shall not be unreasonably denied.

(3) a. Casual Employees (Non-Aquatic Staff)

It is not the intention of the District to employ a casual employee instead of employing a regular employee. Casual employees are employed on an on-call basis to cover absences due to sick leave, vacation, special leave or any approved leave or to fill temporary vacancies or augment Regular Full-time and Regular Part-time staff during peak periods. These periods shall not exceed three (3) months (60 working days) without the agreement of the Union. Agreement will not be unreasonably denied.

This class of employee shall include all persons regularly working less than twenty (20) hours per week and others employed to temporarily work as defined above and may, during such periods, work up to the equivalent of full-time employment without having their employment status change.

b. Casual Employees (Aquatic Staff)

It is not the intention of the District to employ a casual employee instead of employing a regular employee. Casual employees are employed on an on-call basis to cover absences due to sick leave, vacation, special leave or any approved leave or to fill temporary vacancies or augment Regular Full-time and Regular Part-time staff during peak periods.

This class of employee shall include all persons regularly working less than twenty (20) hours per week and others employed to temporarily work as defined above and may, during such periods, work up to the equivalent of full-time employment without having their employment status change.

(4) Student Employee

A person who is seventeen (17) years of age and over or a person who is enrolled as a student in a secondary or post-secondary educational institution is one who is hired between May 1st and September 15th on an intermittent basis with the District. This category of employee shall be paid the rates of pay as identified in Letter of Understanding #2 but shall not be entitled to any other health and welfare benefits or premiums for which other employees identified in these definitions are eligible. These employees shall, however, be entitled to the grievance procedure outlined in this Agreement and such benefits as are required by statute. This category of employee does not accrue any seniority.

(5) Rink Attendant

This category of employee shall be paid the rate of pay as identified in Schedule "A" but shall not be entitled to any other health and welfare benefits or premiums for which other employees identified in these definitions are eligible. These employees shall, however, be entitled to the grievance procedure outlined in this Agreement and such benefits as are required by statute. This category of employee does not accrue any seniority.

(6) Probationary Employee

A person hired to become a Regular Full-time or Regular Part-time employee and who is serving the probationary period as provided in this Agreement. These employees are covered by the provisions of this Agreement except as specified otherwise. Employees will only be required to serve one probationary period.

ARTICLE 1 - RECOGNITION OF THE UNION

Section 1

- 1.01 The District or anyone authorized to act on its behalf recognises the Union as the sole collective bargaining agency for its employees, and hereby consents and agrees to negotiate with the Union or anyone authorized to act on behalf of the Union, in any and all matters affecting the relationship between the parties to this Agreement, looking forward to a peaceful and amicable settlement of any differences that may arise between them.
- 1.02 Every employee who is now or hereafter becomes a member of the Union shall maintain their membership in the Union as a condition of their employment; and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of their employment, apply for and maintain their membership in the Union as a condition of their employment.
- 1.03 The District and the Union, their servants and agents, agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, discipline, by reason of national origin, political or religious affiliations, sex, sexual orientation or marital status, nor by reason of their membership in the labour union. The Employer shall comply in all respects to the provisions provided for in the Federal and Provincial Human Rights Legislation.
- 1.04 In the event any other employees of the District engage in a legal strike and place or maintain pickets at the District's premises, then any refusal to work or failure to cross such picket line by the members of this Union shall not be considered a violation of this Agreement.
- 1.05 Without restricting the generality of the foregoing sections it is agreed that the following officers of the employer shall be excluded from the terms of this Agreement:

Chief Administrative Officer	
Director of Corporate Services	Deputy Clerk
Director of Finance	Deputy Director of Finance
Director of Operations	Engineering Project Manager
Director of Fire Services	Deputy Director of Fire Services
Director of Community and Facility Services	Deputy Director of Community and Facility Services
Director of Planning and Development	Executive Assistant (1)

The District may, without consent of the Union, change the foregoing designations of officer positions, and duties associated with each position, PROVIDED THAT:

1. The District provides to the Union a copy of the changed designation and the duties associated with each change; and
2. Such duties have not been previously performed by bargaining unit employees; and
3. Such designation and duties would not be considered as being included in the bargaining unit pursuant to the Union's Certification with British Columbia Labour Relations Board for the employees of the District of Sparwood.

The District also agrees that without the written consent of the Union, the number of officers of the District excluded from the terms of this Agreement shall not exceed thirteen (13) persons.

1.06 It is mutually understood that except as otherwise specified in this Agreement, the District has the right to manage its affairs and operations, and the Union has the right to do the work of the bargaining unit. It is therefore hereby mutually agreed that employees who are members of the Union attending to perform scheduled work shall not be sent home and replaced for such work by employees of the District defined in Article 1.05 hereof as excluded from the terms of this Agreement, save and except in case of emergency, any such emergency to be defined by the District, or by mutual agreement between the parties. This provision does not apply when an employee who is scheduled for work is absent from work without giving notice as required in this Agreement or leaves a scheduled shift during such shift for any reason, and there is insufficient time to locate a substitute or replacement for such employee from among the members of the bargaining unit, a substitute or replacement cannot be obtained through reasonable efforts by the District from among the members of the bargaining unit, or where two hours or less remains in the scheduled shift of such employee.

1.07 Access to Personnel File

Employees shall have the right, by appointment, to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein, such a reply becoming part of the permanent record, within seven (7) business days of being provided with such document. No contents from the employee's file may be introduced as evidence in any hearing, unless the employee was provided with such documents within thirty (30) days of the time of filing such document on the employee's file. If the employee requests a copy of their file, the District will provide it within seven (7) business days at no cost to the employee.

Material of an adverse or disciplinary nature, excluding offences of a violent, dishonesty, harassment or discriminative nature shall be removed from the employee's personnel file after thirty-six (36) months providing there has been no material or discipline of a similar nature added during that period. Any periods of leave in excess of ninety (90) continuous days shall not be included in the calculation of the 36-month period.

Section 2 - Union Check Off and Deduction

- 1.08 The District agrees to deduct from the pay of each member of the Union employed by the District any monthly dues or assessments levied, as set by the Union from time-to-time.
- 1.09 Deductions shall be made from the payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the first (1st) day of the month following accompanied by a list of all employees from whose wages the deductions have been made.
- 1.10 The District agrees to acquaint new employees with the fact that an agreement between the parties is in effect, and with the conditions of employment set out herein, dealing with Union Security and dues check-off; and all new employees shall be presented with a copy of this Agreement by the District on commencement of employment.
- 1.11 The District shall provide Bulletin Boards in all shops and offices upon which the Union shall have the right to post notices of elections, meetings and internal affairs of the Union. Such Bulletin Boards shall be placed in appropriate locations which are accessible to all employees.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The District reserves the right to operate and manage its business and to make and alter from time-to-time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.
- 2.02 Nothing in this Agreement shall be interpreted as interfering in any way with the District's rights to extend, limit, curtail, or shut down its operations or any part thereof when, in its sole discretion, the District may consider it advisable to do so.
- 2.03 The District has the right, subject to the other provisions of this Agreement, to decide how and by whom any work is to be performed. However, in the exercise of this right the District will not contract work out that results directly in the lay-off of any employee from the bargaining unit.
- 2.04 The District further agrees that, if it has available regular qualified employees and possesses and has available the equipment and services necessary to accomplish the work, at and in the time required, all work, the nature of which is normal and routine, normally performed by its employees, will be carried out by employees covered by the Agreement.

ARTICLE 3 - JOINT CONSULTATION AND ADJUSTMENT PLANS

JOINT CONSULTATION

- 3.01 A Joint Labour-Management Consultation Committee shall be established. It shall be composed of two (2) representatives named by the Union and two (2) representatives named by the District Chief Administrative Officer, or designate. The Committee shall meet within five (5) days, upon the request of either Party.
- 3.02 The Committee is established for the purpose of enabling the Parties, during the term of this Agreement, to discuss issues relating to the workplace that affect the Parties or any employee bound by this Agreement.

3.03 ADJUSTMENT PLAN

If the employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment affecting two or more employees to whom this Collective Agreement applies,

- a) the employer shall give notice to the Trade Union that is party to the collective agreement at least sixty (60) days before the date on which the measure, policy, practice or change is to be effected, and
- b) After notice has been given, the employer and trade union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
 - ii) human resource planning and employee counselling and retraining;
 - iii) entitlement to pension and other benefits including early retirement benefits;
 - iv) a bipartite process for overseeing the implementation of the adjustment plan.

3.04 LAYOFF NOTICE OR PAY IN LIEU

Notwithstanding the provisions of Article 7.10 employees being permanently laid off as a result of such "change" shall receive the following notice or pay in lieu of notice:

- a) a regular employee who has completed one (1) or more years of continuous service with the District shall receive two (2) weeks notice or pay in lieu of notice;
- b) regular employees with three (3) or more years of continuous service with the District shall receive one (1) additional week of notice or pay in lieu thereof for each year of continuous service thereafter, to a maximum of eight (8) weeks.

3.05 SEVERANCE PAY

Not less than two (2) days prior to the expiration of the aforesaid period of notice the employee shall inform the District if they elect to receive severance pay as herein provided or whether they wish to exercise bumping rights or retain recall rights in accordance with Article 7.10 of this Agreement.

- a) The severance pay payable to an employee pursuant to this section and in addition to severance payments in accordance with Article 7.11 b) shall be one (1) month's pay at regular rates for each three (3) full years of service completed by the employee, *PROVIDED HOWEVER*, that the severance pay shall not be less than one (1) month's pay or more than three (3) month's pay.
- b) If the employee elects to receive severance pay as described in a) above, they shall forfeit all seniority and employment rights as contained in this Agreement and even if rehired by the District at a later date shall not again be entitled to severance pay as provided in this Article.

3.06 It is agreed that the above provisions satisfy the requirements under the Labour Relations Code respecting Adjustment Plans.

ARTICLE 4 - COMMITTEE ON LABOUR RELATIONS/GRIEVANCES

- 4.01 The District shall appoint and maintain a committee to be called the "Committee on Labour Relations/Grievances" comprised of no more than four (4) members of Council and/or its representatives. The District shall inform the Union of the names of those individuals so appointed.
- 4.02 The Union shall appoint and maintain a Committee to be called the "General Grievance Committee" comprised of no more than four (4) persons who are employees of the District and/or representatives of the Canadian Union of Public Employees. The Union shall inform the District of the individual membership of the Committee.
- 4.03 All correspondence sent from either of the parties to the other shall, in the case of the District to the Union, be sent from the District Chief Administrative Officer, or designate to the President of the Local and/or the National Representative, and in the case of the Union to the District, from the President of the Local or the National Representative to the District Chief Administrative Officer, or designate.

ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.01 The Parties agree that it is desirable that any complaint or grievance should be settled as quickly as possible. Employees are therefore urged to try to settle their complaints with their immediate non-union supervisor as soon after they arise as possible.
- 5.02 Should a dispute arise between the District and any employee or employees regarding the interpretation, application, administration or alleged violation of this Agreement, the following steps shall be adhered to, and an earnest effort shall be made to settle the dispute in the following manner:

5.03 Step 1

Within thirty (30) days after the alleged grievance has arisen or within thirty (30) days from the time the employee(s) should reasonably have known of the occurrence giving rise to the grievance, the employee(s) concerned, in person, with their shop steward/General Grievance Committee member in attendance shall discuss the problem with their immediate non-union Supervisor. If the problem is not resolved within five (5) working days following the meeting described above, it may proceed to Step 2, however, the dispute shall be reduced to writing, signed by the griever(s), the Shop Steward and/or member of the General Grievance Committee and submitted to the District Chief Administrative Officer, or designate within a further five (5) working days.

5.04 Step 2

Within five (5) days after its submission to the District Chief Administrative Officer, or designate, the employee(s) concerned shall, with their Union Steward and/or Union Representative as identified in 5.03 above, meet with the District Chief Administrative Officer, or designate to discuss and endeavour to resolve the grievance. Failing a satisfactory resolution at this stage, the grievance may proceed by submitting a written request to do so within ten (10) days following the meeting referred to above, to Step 3.

5.05 Step 3

A meeting of the Committee on Labour Relations/Grievances of the District and the General Grievance Committee of the Union shall meet within five (5) days of a written request for such a meeting to discuss and endeavour to settle the grievance. Failing to reach a satisfactory settlement of the dispute within five (5) days after such meeting has taken place, then the dispute shall be referred to arbitration as provided in Article 6.

5.06 Time Limits

The time limits in this Article may be varied and/or extended only by mutual agreement between the parties. The time limits shall be calculated in working days, being Monday to Friday and excluding Saturday, Sunday and Statutory Holidays.

5.07 Policy Grievance

In accordance with the appropriate timelines stipulated in Article 5.03, any question of a general application or any dispute regarding the interpretation of, or violation of this Agreement shall be discussed by the Committee on Labour Relations/Grievances and the General Grievance Committee in an attempt to settle the matter. Failing a satisfactory settlement within five (5) days of its submission and/or discussion, the District and/or the Union shall have the right upon giving thirty (30) days notice in writing to the other party to refer the dispute to the Board of Arbitration in accordance with Article 6.

ARTICLE 6 - ARBITRATION

6.01 Should the Committee on Labour Relations/Grievances and the General Grievance Committee fail to settle any difference, grievance or dispute whatsoever arising between the District and the Union or the employee(s) concerned, such difference, grievance or dispute shall be referred to a Board of Arbitration consisting of three (3) members. This process must be initiated within ten (10) days upon the conclusion of Step 3.

6.02 One (1) member is to be appointed by the Committee on Labour Relations/Grievances, one (1) by the Union and the third shall be the Chairman of the Arbitration Board selected by the two thus appointed or, failing such appointment within two (2) weeks after either party has given notice to the other requiring that such appointment be made, by the Director of the Collective Agreement Arbitration Bureau, upon the application of either party. The decision of the said arbitrators, or any two (2) of them made in writing in regard to any difference or differences shall be final and binding upon the District, the Union, and the employee(s) concerned.

6.03 Expenses of Arbitration Board

Each party shall bear the expenses of the arbitrator appointed by such party, and shall pay one half (1/2) of the expenses of the Chairman.

6.04 Authority of Arbitration Board

The Arbitration Board shall have the power to settle the terms of the matter to be arbitrated, but not to amend any article in the Collective Agreement.

6.05 Single Arbitrator

The Parties, by mutual agreement, may use a single arbitrator rather than an Arbitration Board. In such cases, the expense and compensation of the arbitrator shall be shared equally by the Parties.

ARTICLE 7 – SENIORITY: Hiring, Promotions, Layoff

Section 1

- 7.01 a) **Regular Full-time:** Seniority shall be defined as the length of continuous service with the employer since the last date of hire and shall operate on a District-wide basis.
- b) **Regular Part-time:** These employees shall accumulate seniority proportionate to hours worked. To achieve a seniority date that is comparable to Regular Full-time employees this class of employee shall have their hours worked converted to full-time hours to have a seniority date in the bargaining unit.
- c) **The District shall maintain a seniority list showing the date upon which each employee's service commenced, or in the case of Regular Part-time accumulated seniority, the adjusted seniority date. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.**

Section 2 – Probationary Period

- 7.02 (a) **Employees hired to Regular Part-time or Full-time employment shall be considered on probation for a period of four hundred and twenty (420) hours worked from the date of hiring. During their probationary period, employees shall be entitled to all rights and privileges of this Agreement including the grievance procedure. After completion of the probationary period, seniority shall be effective from the original date of employment.**
- (b) **A Probationary Employee may be terminated at any time during the probationary period when they're found to be unsuitable for permanent employment. In determining suitability, the Employer is entitled to consider conduct, quality of work, ability to work with others, ability to meet the performance standards of the District, regular attendance and any other factor which could reasonably be expected to affect work performance.**

Section 3 - Promotions

- 7.03 **Prior to filling any staff changes or promotions covered by the terms of this Agreement, the District shall notify the Union in writing and post notice of the position in the District's official shops, and on all bulletin boards for a minimum of ten (10) working days in order that all members will know about the position and be able to make written application therefore. If the posting is withdrawn the District shall inform the Union.**
- 7.04 **Such notice shall contain the following information: nature of position; skills and ability; required knowledge and education; and wage and/or salary range. No appointment shall be given to any additional employee until after such posting has been completed.**
- 7.05 **In making promotions which do not involve significant changes in duties, appointment shall be made of the applicant senior in service and having the required qualifications.**

- 7.06 a) In making promotions the internal applicant having the required qualifications, ability and knowledge of the position shall be awarded the position. If more than one internal applicant has relatively equal qualifications, ability and knowledge of the position, then seniority shall be the determining factor. The District shall determine qualifications and ability in a fair and equitable manner.
- b) If there are no internal qualified applicants the District may consider external qualified applicants. If there are no external qualified applicants the District shall consider unqualified internal and external applicants in the same competition. If the qualifications, ability and knowledge of the position of the applicants are relatively equal, then seniority shall be the determining factor.
- c) The District will post the name of the successful applicant on the bulletin boards.
- 7.07 The successful applicant shall be placed on trial for a period of sixty (60) days worked.
- (a) In the event the successful applicant proves unsatisfactory in the position during this trial period they shall be returned to their former position during this trial period.
- (b) In the first ten (10) days worked of the trial period the employee may choose to return to their former position. If an employee exercises their rights under this subsection they will be required to repay any course fees paid by the District for courses which the employee has taken for the new position.
- (c) Any other employee promoted or transferred because of the rearrangements of positions shall also be returned to their former position without loss of seniority or rate of pay in that former position. The District may choose to fill with a casual employee or leave vacant the successful applicant's former position during the first ten (10) days of the trial period.
- 7.08 The Union shall be notified of all appointments, hiring, layoffs, re-hiring and terminations of employment:
- 7.09 The Employer also agrees not to fill permanent full-time vacant jobs with two (2) part-time employees except where the Employer cannot fill the vacant job in any other manner.

Section 4 - Layoffs

7.10 Layoff Defined

- a) For the purposes of this Article, a layoff shall be defined as a temporary cessation of active employment for a period not to exceed the term as contained in Article 7.13 (e) and shall include a reduction of hours from *Regular Full-time* to *Regular Part-time*. In the event of a lay-off or recall, seniority shall be the determining factor providing the employee concerned possesses the qualifications and ability to perform the work; the District shall determine the ability in a fair and equitable manner, but the Union reserves the right to grieve the District decisions.

b) **Bumping Rights**

Should layoffs occur, employees about to be laid off shall have the right to utilize their seniority for the purposes of bumping into a position for which they would qualify in accordance with the qualification requirements as contained in a regular job posting and with a) above. The right to bump shall include equal or lower rated positions only, and in no event shall a part-time employee be entitled to increase their number of hours worked. Any employees displaced by this procedure shall be entitled to the same bumping rights.

Employees being laid off shall notify the Employer of their decision to exercise bumping rights within two (2) days of receiving lay-off notice.

c) **Recall Procedure**

An employee shall be recalled in the order of their seniority provided they are qualified to do the work in accordance with a) above.

7.11 a) **Advance Notice of Lay-off**

The District shall give as much notice of impending lay-off as is reasonably possible, but in any event no employee who has worked six (6) months or more of regular bargaining-unit seniority shall receive less than fourteen (14) calendar days notice thereof. If the employee does not have the opportunity to work the days as provided in this Article, he shall be paid in lieu of the days for which work was not made available.

b) **Severance**

Should layoffs occur, employees about to be laid off may elect at the time of lay-off, during or at the expiration of recall rights to accept termination compensation based on the following formula:

Where an employee has completed a period of employment of at least six (6) consecutive months and up to the completion of a period of three (3) consecutive years, two (2) weeks' severance pay, and one (1) additional week of severance pay for each subsequent completed year of employment up to a maximum of eight (8) weeks, or, the employee may elect instead to be placed on the recall list for a period of eighteen (18) months.

c) **No New Employees**

No new regular employee shall be hired into classifications where existing employees from that classification remain on layoff in accordance with Article 7.13 (e) and have not been given an opportunity for recall as contained in this Agreement.

7.12 It shall be the responsibility of the employee to keep the District informed of their current address.

- 7.13 A regular employee who has completed their initial probationary period shall lose their seniority and employment rights:
- a) if they're discharged for just cause;
 - b) resignation or other termination of service by voluntary act of the employee;
 - c) failure to report to work within seven days following a recall to work by and in accordance with a registered letter sent to the last known address of the employee unless through sickness or other just cause;
 - d) absence extending beyond the period of a leave of absence given by the District;
 - e) lay-off for a period in excess of eighteen (18) consecutive months;
 - f) they opt for Severance pay under Article 7.11 of this Agreement.
- 7.14 There shall be no further notice requirements nor shall there be an extension of recall rights where an employee is laid off and subsequently offered temporary work of short duration (ten (10) working days or less) and upon completion of such, is laid off again.

Section 5 - Casual Employees

- 7.15 No bargaining unit seniority shall accrue for a casual employee unless that employee is appointed by letter to a Regular Full-time or part-time position with the District, thereby attaining the status of a regular employee.
- 7.16 Where a casual employee is appointed to a Regular Full-time or Part-time position, they shall serve an initial probationary period as per Article 7.02 of the Collective Agreement. Upon successful completion thereof, the casual employee who becomes a regular employee shall be credited for the purposes of seniority for regular employment, with hours worked over the twelve (12) month period immediately prior to the date the employee attained regular employee status.
- 7.17 Casual employees shall receive one dollar and twenty-five cents (\$1.25) per hour more than their rate established in Schedule A, in lieu of all benefits and premiums, unless otherwise specified, plus vacation pay pursuant to the *Employment Standards Act*.
- 7.18 Provisions dealing with seniority, layoff and recall, promotions and staff changes, sick leave and other special leaves, benefits and vacation shall not be available to Casual employees. Casual employees are permitted to bank overtime pursuant to Article 9.13.
- 7.19 It is understood that the use of casual employees will not result directly in the layoff nor a reduction in the regular hours of work or a loss in regular wages of Regular Full-time and Part-time employees.
- 7.20 Once a casual employee fills a clerical position for more than sixty (60) working days, in a 5 consecutive month period (excluding approved leaves) in the same classification, they will be paid the regular rate of pay for that classification whenever they perform that classification's duties.

ARTICLE 8 - LEAVE OF ABSENCE

- 8.01 Leave of absence without pay and without loss of seniority may be granted by the Employer for good and sufficient reasons, however such leave shall not be unreasonably denied.
- 8.02 Employees granted leaves of absence in excess of one (1) month will be responsible for the full payment of benefit premiums resulting pursuant to Articles 13 and 14 of this Agreement.
- 8.03 Employees who voluntarily assume employment elsewhere during an approved leave of absence period shall be considered by the parties to have voluntarily resigned their employment with the District, and Article 7.13 shall apply.
- 8.04 After discussion with the employee's non-union supervisor, the District Chief Administrative Officer, or their designate shall respond to a request for a leave of absence within five (5) working days, Monday to Friday.
- 8.05 **Collective Bargaining**
- a) A maximum of three (3) bargaining representative in the employ of the District shall have the right of attending collective bargaining meetings, if held during regular working hours, without loss of remuneration. The District and the Union will equally share the cost of the remuneration of the Union bargaining representatives.
 - b) The District agrees that, where permission has been granted to the representatives of the Union to leave their employment temporarily in order to carry on discussions with the District in respect to a grievance, they shall suffer no loss of pay for the time so spent.
- 8.06 **Union Training and Representation at Conventions**
- Leave of absence without pay and without loss of seniority shall be granted upon request to the District to employees elected or appointed to represent the Union at Union sponsored Conventions and meetings, and for training for the Union Executive and Shop Stewards. Such time shall not exceed a total of fifteen (15) working days in any one year.
- 8.07 **Appointment to Union position or Public Office**
- a) Any regular employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority by the District for a period of one year. Such leave of absence shall be renewed each year during their term of appointment.
 - b) Any regular employee who is elected to a Public Office in Provincial or Federal politics shall be granted leave of absence without pay and without loss of seniority by the District for a period of one year. Such leave of absence shall be renewed each year during their first term of office.

8.08 Employees granted leaves of absence pursuant to Clause 8.07 of this Article shall be responsible for the full payment of premiums required pursuant to Articles 13 and 14 of this Agreement.

8.09 Bereavement Leave

Regular employees, at their discretion, shall be granted up to three (3) continuous working days leave without loss of pay, in the case of the death of a parent, spouse, brother, sister, child, grandparent, or grandchild. The above shall include all common-law, step and in-law relationships.

8.10 Jury Duty

Regular employees, if called to serve jury duty, shall receive full pay at their base rate and shall remit to the District any remuneration received for such duty.

ARTICLE 9 - HOURS OF WORK, OVERTIME, WAGES

- 9.01 a) Public Works Operators Standard work week shall consist of five (5) consecutive eight (8) hour days, Monday to Friday commencing at 7:00 am to 3:00 pm with one half (1/2) hour paid lunch.
- b) Clerical Main Office and Public Works Standard work week shall consist of five (5) consecutive seven and one-half (7 ½) hour days, Monday to Friday commencing at 8:30 am to 4:00 pm with one half (1/2) hour paid lunch period.
- c) Clerical Recreation Centre Standard work week shall consist of five (5) consecutive seven and one-half (7 ½) hour days Monday to Friday commencing at 7:00 am to 2:30 pm with one half (1/2) hour paid lunch.
- d) Planning Information Services and Engineering Department Standard work week shall consist of five (5) consecutive eight (8) hour days, Monday to Friday commencing at 8:00 am to 4:00 pm with one half (1/2) hour paid lunch period.
- e) Recreation Maintenance Standard work week shall consist of five (5) consecutive eight (8) hour days, Monday to Friday commencing at 7:00 am to 3:00 pm with one half (1/2) hour paid lunch. This excludes shift workers covered under Letters of Understanding.
- f) Recreation Centre Regular Part-time Cashier Standard work week shall consist of four (4) consecutive six and one half (6 ½) hour days, Monday to Thursday commencing at 4:30 pm to 9:00 pm with one half (1/2) hour paid lunch.
- 9.02 The regular working week, together with the hours of work per day, may be varied upon mutual agreement between the District and the Union. Mutual agreement shall not be unreasonably denied.

9.03 The standard work shift for an employee who works on shift basis shall consist of eight (8) hours of work at the working place as hereinafter designated:

Day Shift - Commencing 7:00 am - 8:00 am

Afternoon Shift - Commencing 2:00 pm - 4:00 pm

Night Shift - Commencing 10:00 pm - 12:00 midnight.

There shall be for each employee on shift a one-half (1/2) hour paid lunch period during the fourth or fifth hour of the shift.

Any employee who is called in to work on an emergency basis will be paid based on the shift in which the majority of the hours are worked.

9.04 If an Employee is required to work during their regular paid lunch break, they will be provided another time period during that workday to complete their lunch break without reduction in their scheduled hours of work. If an employee is taking a partial day off work, the entirety of the time that they are not at work shall be covered with an approved absence, including the lunch break.

9.05 The District shall have the right to institute a shift schedule inclusive of Saturdays and Sundays, provided that such shifts are regularly scheduled and mutually agreed upon and set for a period of two (2) consecutive work weeks worked, or over; and further, that employees working such scheduled shifts shall receive two (2) consecutive days of rest in each work week. Such agreement will not be unreasonably denied. The overtime provisions of this Article shall not apply in respect to such shifts provided that any employee working their scheduled days of rest shall receive overtime as set out in this Article.

9.06 For continuous operations, schedules established by the District shall designate over the period covered by such schedules, two (2) days of rest in each seven (7) days Monday to Sunday. In such schedules not more than five (5) consecutive days shall be days for which straight time is payable.

9.07 In the event of an employee properly reporting to work on any day and being sent home before commencing work, they shall be paid for two (2) hours at regular rates.

9.08 All Regular Full-time employees shall be permitted a ten (10) minute rest period both in the first half and the second half of a shift, on the job. All other employees shall be permitted a ten (10) minute rest period for each four (4) hours worked on the job.

9.09 Subject to the aforementioned provisions of this Article one and one-half (1 1/2) times the regular rate will be paid for work performed as follows:

Outside: For the first three (3) hours in excess of eight (8) hours per day and to an accumulation of eight (8) hours per week, Monday to Friday.

Clerical: For the first three (3) hours in excess of seven and one-half (7 1/2) hours per day and to an accumulation of eight (8) hours per week, Monday to Friday.

Shifts established under Article 9.06: For the first three (3) hours in excess of seven and one-half (7 1/2) or eight (8) hours per day, as the case may be, and to an accumulation of eight (8) hours per week for the five (5) consecutive scheduled workdays.

9.10 All hours in excess of the above provision and any hours worked on Saturday or Sunday or an employee's regular days off, as the case may be, and all hours worked on any call-out and all hours worked on Statutory Holidays shall be paid at double (2x) the regular rate of pay. For Public Works Operators called out for a snow event with a start time of 6:00 am, one hour of double time will be paid.

9.11 Overtime and call-out time shall be distributed as equally as reasonably possible among employees engaged in similar types of operations and who are qualified to perform the work that is available. The District and the Union agree any overtime is voluntary provided the District can require an employee to work overtime in the inverse order of seniority if the employees refuse to work in the case of an emergency.

It is understood that where all employees refuse to work overtime as required above, the employer may take whatever steps it deems necessary to have non-bargaining unit persons perform the work and the Union shall have no claims or recourse against the Employer for such action.

9.12 There shall be no extended amount of overtime worked in any operation while there are employees on lay-off in the same or similar type of operation, and qualified to perform the available work.

9.13 Overtime may be banked by employees on the following terms:

- a) Employees must declare their intention to bank overtime prior to working it.
- b) Overtime may be banked to a maximum of eighty (80) hours.
- c) Scheduling of banked overtime will be done by mutual agreement. Employees must give the District no less than fourteen (14) days' notice of their intention to take banked overtime.
- d) Every employee's overtime bank must be cleared annually by November 30th. If an overtime bank is not cleared by November 30th the time remaining will be automatically cleared by payment in cash.
- e) This provision does not apply to overtime accrued during an emergency response where costs are recoverable from other levels of government and in that event, overtime must be paid out.

9.14 Employees required to work more than two (2) consecutive hours directly after their scheduled work day shall be permitted a meal at the District's expense not to exceed \$15.00 per meal, reimbursable by presentation of a receipt.

9.15 Regular Full-time and eligible Part-time employees not on Stand-by who are called out and required to work in any emergency outside their regular working hours shall be paid a minimum of two (2) hours at overtime rates.

- 9.16 Regular Full-time and Part-time employees working afternoon shift shall be paid a shift premium of sixty cents (\$0.60) per hour over and above their regular rates of pay or working night shift shall be paid a shift premium of seventy-five cents (\$0.75) per hour over and above their regular rates of pay for shifts consisting of at least eight (8) hours as per Article 9.03.
- 9.17 Shift differentials will not be paid for the hours employees work on overtime rates or on statutory holidays.
- 9.18 Regular Full-time and Part-time employees shall receive a premium of one dollar (\$1.00) per hour for all work performed on their regularly assigned shifts on Saturday and Sunday for shifts consisting of at least eight (8) hours as per Article 9.03. These premiums shall not be paid for hours worked at overtime.
- 9.19 Any employee required in the course of their work to come into direct contact with road oil or hot asphalt, live sewage or major water leaks requiring repairs shall receive an additional one dollar (\$1.00) per hour while actually engaged therein.
- Where an employee is required to work under this clause, the employee shall be notified by their Supervisor on the day previous to the commencement of such work.
- 9.20 Any employee assigned lead hand duties will be paid a one dollar (\$1.00) premium in addition to their regular rate of pay.
- 9.21 The District shall pay salaries and wages biweekly, the date to be arranged by mutual agreement. On each payday, each employee shall be provided with an itemized statement of their wages and deductions.
- 9.22 If an employee substitutes on any job during the absence of another employee or performs duties of a higher classification, they shall receive the rate for the job or their regular rate, whichever is the greater. Upon return to their former position, they shall be paid the normal rate of this position. When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced.
- 9.23 When there is any change in any classification, or the duties of a classification, and/or rate of pay, or when any position not covered by Schedule "A" is established during the life of this Agreement, the classification and/or rate of pay of the job in question shall be subject to negotiations between the District and the Union. The new rate shall become retroactive to the time the position was filled by the employee. If a new rate cannot be agreed to the matter may be referred to the grievance procedure.
- 9.24 Where an employee is temporarily assigned to perform the duties of a higher classification, such employee shall retain their normal classification, even though receiving higher pay during the time they're performing functions in the higher classification.

ARTICLE 10 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS

10.01 The following Paid Holidays will be observed:

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

and any other paid holiday proclaimed by the Provincial or Federal Governments.

When any of the above holidays fall on a Saturday and/or Sunday and is not proclaimed as being observed on some other day the preceding Friday and/or following Monday shall be deemed to be the holiday for the purpose of this Agreement, provided however, that the District has the final right to allotment of days in order to ensure orderly operations of the District.

- 10.02 One (1) day as a floating holiday for Regular Full-time employees which must be taken prior to the end of the calendar year. Probationary employees shall not be entitled to a floating holiday. Floating holiday shall be taken at a time which is acceptable to both the District and the employee and the date shall be confirmed in writing fourteen (14) days before its occurrence. However, the number of employees as described above, granted a floating holiday at any one time will, at the discretion of the District, be limited to ensure a productive and orderly operation of the Municipality.
- 10.03 An employee shall be entitled to Statutory Holiday pay for any of the above-named holidays not worked, provided they meet all of the following eligibility requirements:
- (a) They've been in the employ of the District at least thirty (30) days and has earned wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday.
- 10.04 Holiday pay for a holiday not worked shall be computed by multiplying the appropriate standard hourly rate by eight (8) hours in the case of a regular outside worker, seven and one-half (7 1/2) hours in the case of regular clerical employees and guards, or pro-rata in the case of Regular Part-time employees.
- 10.05 No holiday pay shall be paid to any employee for any holiday which occurs during a period of lay-off or leave of absence, or which occurs following the effective date of termination of employment.
- 10.06 An employee will not be penalized, with respect to holiday pay, for absences incurred on afternoon shift Christmas Eve and New Year's Eve.
- 10.07 If a holiday falls within an employees' authorized vacation, they shall receive at their regular hourly rate, eight (8) hours pay in the case of full-time outside employees; seven and one-half (7 1/2) hours pay in the case of full-time clerical employees or guards or pro-rata in the case of Part-time employees, in addition to their regular vacation pay, provided they're eligible under the provisions of this Article.

Section 2 - Annual Vacations

10.08

After one (1) year of service every employee shall be granted	two (2) weeks vacation with pay
After two (2) years of service employees shall be granted	three (3) weeks vacation with pay
After four (4) years of service employees shall be granted	four (4) weeks vacation with pay
After eleven (11) years of service an employee shall be granted	five (5) weeks vacation with pay
After fifteen (15) years of service an employee shall be granted	six (6) weeks vacation with pay
After twenty (20) years of service an employee shall be granted	seven (7) weeks of vacation with pay

- 10.09 Regular Part-time employees will be entitled to up to two weeks of paid vacation leave on January 1st, of the first year following their hire date. The paid vacation entitlement will be calculated on the percentage of hours worked during the previous calendar year compared to 1950 hours worked, inclusive of authorized leaves or holidays.
- 10.10 Regular Part-time employees will be moved up on the vacation grid, proportionate to completed years of service converted to full-time hours of 1950 hours, inclusive of authorized leaves or holidays.
- 10.11 An employee leaving the service at any time in their vacation year before they've had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. When an employee dies, their estate shall be credited with the value of vacation credits owing to them.
- 10.12 All employees shall be granted the vacation period at such time as may be mutually agreed upon by the District and the employee. Preference in choice of vacation dates shall be determined by seniority of service. However, requests for vacations are to be submitted to the employee's immediate non-union supervisor prior to March 31st of each year covering the period to March 31st of the following year. The District agrees that they will make every reasonable attempt to respond to the vacation request within thirty (30) days of the March 31st deadline. Vacation requests submitted after March 31st will be considered on a first come first serve basis.

Employees not having their request in by June 1st may be scheduled by the District.

- 10.13 Where an employee is hospitalized (certified by a Medical Practitioner,) on bereavement, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date. by mutual agreement, in the contract year.
- 10.14 For each period of thirty (30) consecutive days an employee is absent from work in the preceding calendar year, there shall be deducted from the vacation pay to which they

would otherwise be entitled in the succeeding year, one twelfth (1/12th) of such vacation pay. This time will still be accrued and available to the employee as unpaid vacation time.

Only time spent on vacation for which the employee is paid or time lost because of sickness or accident and compensated under other provisions of this agreement shall be considered as time worked. An employee absent in excess of one (1) year due to sickness or accident will not be eligible to accrue further vacation entitlements until they return to active employment. Time worked is defined as:

- Regular time worked
- Bank time taken
- Statutory Days
- First day of WCB Claim and time on an accepted WCB Claim to the maximum allowed under the Collective Agreement, which is 18 months
- While using their 6 days sick leave paid by the employer
- Jury duty
- Approved Union time off
- Floater Day
- Bereavement Leave

10.15 In extenuating circumstances, subject to the department head and District Chief Administrative Officer, or designate's written approval, up to one week of vacation entitlement may be carried over to the next year.

ARTICLE 11 - GENERAL PROVISIONS & CONDITIONS OF EMPLOYMENT

- 11.01 Any regular employee who has completed a minimum of five (5) years of continuous service shall be entitled, on termination other than dismissal for cause, to severance pay equal to one (1) days regular wages for each year of continuous service.
- 11.02 If an employee should absent themselves from work for any reason, they're required to notify their immediate Supervisor within the first hour prior to their shift.
- 11.03 The District agrees to pay the full cost of any course of instruction required by the District for any employee to better qualify the employee to perform their job. The District shall use its own discretion as to whether or not the instruction is required.
- 11.04 The District shall provide fire insurance covering the tools owned by employees and used in performance of their duties with the District while such tools are located on property of the District.
- 11.05 Proper accommodations, including washrooms, shall be provided for employees to have their meals and keep their clothes.

SEXUAL/PERSONAL HARASSMENT

- 11.06 The Employer and the Union recognize the right of all employees to work in an environment free from sexual and personal harassment. Any complaint alleging sexual or personal harassment shall be treated seriously and be dealt with through the District's Bullying or Harassment Policy.

Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health or job practice or endangers an employee's employment status or potential.

Personal harassment shall be defined as intentionally offensive comments or actions deliberately designed to demean and/or belittle an individual or cause personal humiliation.

ARTICLE 12 – MATERNITY LEAVE/PARENTAL LEAVE

- 12.01 Upon written request, the District shall grant Maternity Leave and Parental Leave without pay and without loss of seniority in accordance with the Employment Standards Act of British Columbia and any other Federal Regulations.

An Employee intending to return to work after this Leave shall provide the District with at least two weeks' notice. On return, the employee will be placed in their former position or a comparable position. An employee shall retain full employment status and accumulate all benefits of the Agreement while on Maternity/Parental Leave.

ARTICLE 13 - SICK LEAVE

- 13.01 An employee must give notification that they will be absent from work due to illness. A supervisor may request that the employee obtain a medical certificate, the cost of such certificate to be borne by the Employer.

- 13.02 a) On January 1st of each year each Regular Full-time employees shall be entitled to six (6) days sick leave annually. Newly hired Regular Full-time employees shall have their sick leave pro-rated based on their hire date for that calendar year. If any employee has sick days remaining on December 31st the employee will be entitled to carryover a maximum of four (4) unused sick days to the following year. At no time shall an employee have more than ten (10) sick days available at one time.

- b) Sick leave may be used for an employee's personal illness including mental health, bereavement, injuries that are not work related, and health care appointments covered under the district's Health Care Benefits. Sick leave may also be used for a member of an employee's immediate family for illness and health care appointments covered under the District's Health Care Benefits (including the birth of a child).

- c) If sick leave is exhausted, the employee may request to take the leave as banked overtime or vacation time, to be approved by their non-union supervisor.

- 13.03 Notwithstanding Definition 2, Regular Part-time employees shall be entitled to six unpaid sick days, prorated, and upon utilization of those sick days, may be required to exhaust any unused vacation or banked overtime before any further unpaid sick leave is granted.

- 13.04 a) The District shall pay one hundred percent (100%) of the premiums for a weekly indemnity plan providing short term income replacement benefit for Regular Full-time employees unable to work due to sickness and/or accident for which benefits are not compensable under the "Workers' Compensation Act". The plan will provide employees with seventy (70%) percent of earnings to a maximum of twenty-six (26) weeks.

- b) In the event of an accident as described above, payment begins on the first day. In the event of sickness, payments will commence on the fourth (4th) day of illness or on the first day hospitalized due to illness.

- c) The District will pay one hundred percent (100%) of the monthly premium providing a long-term income replacement benefit for employees unable to work due to a

total disability. The plan will provide employees with two-thirds of earnings to a maximum monthly benefit of Four Thousand Five Hundred (\$4,500.00) on a non-evidence basis, commencing after twenty-six (26) weeks of weekly indemnity benefits and to continue to age sixty-five (65).

- d) The District agrees that if payments from the District's weekly indemnity and long-term disability insurance plans arrive late, the District will make these payments to an employee and the employee will turn over cheques received from the insurance company for which he has already received an advance from the District, to the District on their arrival as reimbursement for such payments, provided that the claim for these payments has been accepted by the Carrier.

ARTICLE 14 - HEALTH WELFARE AND OTHER BENEFITS

- 14.01 The provisions of the Municipal Pension Plan and the Canada Pension Plan shall apply as provided by law.
- 14.02 All employees shall be covered by the provisions of the Employment Insurance Act.
- 14.03 The District shall pay one hundred (100%) percent of the premiums of an extended health benefit plan and a dental plan, for all Regular Full-time employees. In the case of absence for illness, the District contribution will be paid for a maximum of one (1) year from commencement of illness. Thereafter, and for the full period of any other authorized absence, the employee may pay for the full premium through the District if they so desire.
- a) The employer agrees to provide the following dental plan coverage:
 - Plan A – ninety-five (95) % for basic services
 - Plan B – fifty (50) % for major services (Dentures reimbursed at one hundred (100) %)
 - Plan C – fifty (50) % for orthodontic work up to \$3500The above Plan will include coverage for white (composite) fillings for permanent teeth.
 - b) The District shall offer eyewear coverage for each employee and family dependant, to a maximum payout every two (2) years, of \$600.00.
 - c) The District shall pay one hundred (100%) of the premiums for a Direct Payment Pharmacy Plan.
 - d) Vision Care – The District shall provide coverage of up to one hundred and ten dollars (\$110.00) for the actual cost of an eye examination every two (2) years.
 - e) The District shall pay One Hundred (100%) percent of the premiums for an Employee and Family Assistance Program.
- 14.04 The Medical Services Plan of British Columbia has been changed from an individually paid premium system to a system funded by an employer paid payroll tax. If the government, at any time in the future, reverts back to an individually paid premium system from the employer paid payroll tax, the parties agree that the employer will pay 100% of the premium for eligible benefited employees on the same basis as exists in the 2016-2021 Collective Agreement.
- 14.05 The District shall contribute one hundred percent (100%) of the actual cost of the premiums on behalf of all Regular Full-time employees covered by the provisions of this Agreement, of a Group Life Insurance Plan which will provide the employee with insurance equal to two times (2x) their annual salary.
- 14.06 Regular employees who have worked at least one continuous year by December 1st shall, during the term of this Collective Agreement receive each year a Christmas Bonus of One Hundred Fifty (\$150.00) Dollars.

- 14.07 Following six (6) months of continuous employment, Regular Full-time employees shall receive one hundred and fifty (\$150.00) dollars per year clothing allowance. Regular Part-time (non-lifeguard) employees will receive the allowance on a pro-rate basis, based on hours worked compared to 1950 hours. Regular Part-time Instructors/Lifeguards will be provided a swimsuit allowance of seventy-five (\$75.00) dollars per year.

Employees required by the WorkSafeBC Regulations and/or the District to wear safety footwear shall be reimbursed the actual cost to a maximum of one hundred fifty (\$150.00) dollars per annum, upon proof of purchase. If any portion of \$150.00 is not claimed, the remaining amount can be carried over to the following year. At no time will there be more than \$300.00 reimbursed in any one calendar year.

The Employer shall provide a maximum of three (3) pairs of reflective coveralls weekly, through a cleaning service, to those Public Works employees requiring them for safety or protective wear. The exception to this is the mechanic, who will receive five (5) pairs of reflective coveralls weekly. All protective clothing remains the property of the District and must be turned in for replacement or when leaving the service of the District.

Aquatic Deck Staff:

The District will assume, upon proof of payment:

- a) The cost of necessary safety footwear for permanent employees to a maximum of \$125.00 dollars annually.
 - b) The cost of necessary safety footwear for temporary, casual and student employees, after 500 hours worked, to a maximum of sixty-five (\$65) dollars annually.
- 14.08 An employee who is injured on the job and who is required to seek medical attention for such injury shall be granted leave with pay at their regular basic rate for the time so spent on that day. Where the employee is directed by the attending Medical Doctor to not return to work on the day of injury and where a medical certificate of confirmation is supplied, the employee shall be compensated for the remainder of their shift at their normal basic rate.
- 14.09 The terms and conditions of the Workers' Compensation Act and its regulations shall apply in all District operations, as appropriate. Employees shall continue to be entitled to claim benefits from the M.S.P., E.H.B., Group Life, A.D. & D. and Dental Plans during the period required to complete the claim and return to work or eighteen (18) months, whichever is the lesser. Seniority will continue to accrue while they're deemed an employee.

Further, in order to continue receiving regular payments while an employee is off work and being compensated by the W.C.B., it is agreed that the affected employee may elect to assign their Workers Compensation cheque to the District, and where the employee so elects, the District will pay the comparable amount to the employee. It is understood that such payments shall continue for a maximum period of twelve (12) months, and/or only so long as the claim is not in dispute.

- 14.10 In circumstances where a member of the CUPE bargaining Unit may be unable to perform the regular duties of their position due to a mental or physical disability, the Employer and the Union, together with the affected employee, shall meet to discuss and to consider the available evidence regarding the existence and nature of the disability and, if necessary,

options with respect to the accommodation of the employee. The parties agree to work together to consider how the employee's disability can best be accommodated without causing undue hardship to the Employer, the employee, or the Union. The affected employee shall participate and cooperate fully in the process.

ARTICLE 15 - SAFETY

- 15.01 The Union and the District shall cooperate in continuing and perfecting the safety measures now in effect.
- 15.02 A joint Occupational and Safety Committee shall be established as required by the *Workers Compensation Act*.
- 15.03 All employees working in any dangerous capacity shall be supplied with all necessary safety tools, safety equipment, and protective clothing when needed. A first aid kit shall be supplied by the District to each mobile unit of employees.
- 15.04 The Safety Committee shall assure that all Workers' Compensation Board rules and regulations are understood and applied as pertinent.
- 15.05 All Safety Committee recommendations shall be satisfactorily dealt with on a first priority basis.
- 15.06 Employees may choose to take immunization for Hepatitis A and B and be reimbursed by the District provided they are done as a combination immunization package.

ARTICLE 16 - TRAINING PROGRAM

- 16.01 The District will maintain a departmental system of "on the job" training so that employees shall have the opportunity of receiving training and qualifying for other positions, in the event of a vacancy arising. Accordingly, senior employees shall be allowed regular opportunities, duly authorized, to learn the work of such positions during the regular working hours, by arranging with interested employees to exchange positions for temporary periods without affecting the rate of pay of the regular employees engaged in such work. Employees duly authorized to train for such jobs shall receive the rate of pay of the position for which they are training, provided that such employees are performing the job in the absence of the regular employee. Such training periods shall not exceed a period of thirty (30) training days for any one position.
- 16.02 Employees who acquire specialized training through the District's Training Program shall be required to stay in that field of work for which they were trained for the time outlined in Letter of Understanding #3 unless otherwise agreed. Specialized training not listed in the Letter of Understanding will be agreed to between the Union and the District prior to commencing training.

ARTICLE 17 - WAGE SCHEDULES, ATTACHMENTS & ADDENDA

17.01 Employees shall be compensated in accordance with the applicable wage schedule, attachments and addenda appended to this Agreement.

ARTICLE 18 - VARIATIONS

18.01 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during its existence. All changes to be made as a Letter of Understanding/Agreement, signed by both the District and the Union.

18.02 No Conflicting Agreements

No employee shall be required or permitted to make any agreements with the District or its representatives which directly conflict with this Agreement.

ARTICLE 19 - PRINTING OF AGREEMENT

19.01 The Union will be responsible for the amending and drafting of the Collective Agreement and the costs associated with the printing and supply of the Collective Agreement will be borne equally between the Parties.

ARTICLE 20 - TERM OF AGREEMENT

20.01 This Agreement shall remain in effect from March 1, 2021 and expire the last day of February, 2026, but shall not terminate at the expiration of that period unless notice in writing of the termination has been given by one party to the other within four (4) months but not less than two (2) months immediately preceding the date of expiry. If no such notice is given, this Agreement shall remain in effect until terminated by either party upon notice in writing given two (2) months but not less than one (1) month immediately preceding the date of expiry of this Agreement, by notice require the other party to commence collective bargaining.

20.02 TERM: Five (5) years.

Year 1: Retroactive to March 1, 2021, a 1.5% increase across the board to all classifications, excluding the Rink Attendant classification. This includes all present and former employees who were employed by the District as of March 1, 2021.

Year 2: Effective March 1, 2022, a general increase across the board to all classifications, excluding the Rink Attendant classification equal to the 12-month average change in BC CPI (all items) calculated by Stats Canada, reference date January 2022, subject to the note below.

Year 3: Effective March 1, 2023, a general increase across the board to all classifications, excluding the Rink Attendant classification, equal to the 12-month average change in BC CPI (all items) calculated by Stats Canada, reference date January 2023, subject to the note below.

Year 4: Effective March 1 2024 a general increase across the board to all classifications, excluding the Rink Attendant classification, equal to the 12-month average change in BC CPI (all items) calculated by Stats Canada, reference date January 2024, subject to the note below.

Year 5: Effective March 1, 2025 a general increase across the board to all classifications, excluding the Rink Attendant classification, equal to the 12-month average change in BC CPI (all items) calculated by Stats Canada reference date January 2025, subject to the note below.

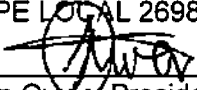
Note:

- **The annual increase in years 2, 3, 4 and 5 is based on the 12-month average change in BC CPI (all items) as calculated by Stats Canada, for the January reference date for the applicable year. The Parties agree that the annual increase shall not be less than 2.0% or more than 2.5%.**

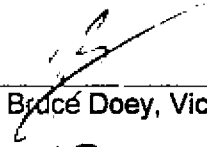
IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf,

this 2nd day of June, 2021.

SIGNED ON BEHALF OF:
CUPE LOCAL 2698



John Owen, President



Bruce Doey, Vice President

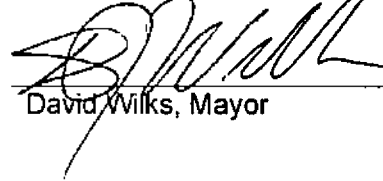


Keith Nielson,
CUPE National Representative

SIGNED ON BEHALF OF:
DISTRICT OF SPARWOOD



Michele Schalekamp,
Chief Administrative Officer



David Wilks, Mayor

SCHEDULE "A"
CUPE RATE SCHEDULE 2021 - 2025

	<u>01-Mar-21</u>	<u>01-Mar-22</u>	<u>01-Mar-23</u>	<u>01-Mar-24</u>	<u>01-Mar-25</u>
	1 50%	2 00%	2 00%	2 00%	2 00%
BC CPI		***	***	***	***
Public Works and Recreation					
Casual	27.86	28.42	28.99	29.57	30.16
Recreation Maintenance # 1	34.63	35.32	36.03	36.75	37.49
Recreation Maintenance # 2	36.36	37.09	37.83	38.59	39.36
Chief Facility Maintenance Operator	41.28	42.11	42.95	43.81	44.69
Roads and Park Maintenance 1 (start)	27.86	28.42	28.99	29.57	30.16
Roads and Park Maintenance 1 (after year 1)	30.03	30.63	31.24	31.86	32.50
Roads and Park Maintenance 1 (after year 2)	34.13	34.81	35.51	36.22	36.94
Roads and Park Maintenance 2	36.36	37.09	37.83	38.59	39.36
Roads and Park Maintenance 3	37.40	38.15	38.91	39.69	40.48
Roads and Park Supervisor	41.28	42.11	42.95	43.81	44.69
Utilities Operator 1 (start)	27.86	28.42	28.99	29.57	30.16
Utilities Operator 1 (after year 1)	30.03	30.63	31.24	31.86	32.50
Utilities Operator 1 (after year 2)	34.13	34.81	35.51	36.22	36.94
Utilities Operator 2	36.36	37.09	37.83	38.59	39.36
Utilities Operator 3	37.40	38.15	38.91	39.69	40.48
Utilities Supervisor	41.28	42.11	42.95	43.81	44.69
Certified Mechanic/Journeyman	41.23	42.05	42.89	43.75	44.63
Technical					
Information Systems Technician	37.87	38.63	39.40	40.19	40.99
Engineering/Planning Technician 1	37.87	38.63	39.40	40.19	40.99
Engineering/Planning Technician 2	43.36	44.23	45.11	46.01	46.93
Clerical					
Casual	27.86	28.42	28.99	29.57	30.16
Office Clerk 1	31.11	31.73	32.36	33.01	33.67
Office Clerk 2	33.85	34.53	35.22	35.92	36.64
Office Clerk 3	36.43	37.16	37.90	38.66	39.43
Community Services Assistant	36.43	37.16	37.90	38.66	39.43
Cashier	27.86	28.42	28.99	29.57	30.16
Pool					
Lifeguard Casual on Call (NSL & SFA)	23.05	23.51	23.98	24.46	24.95
Lifeguard/Instructor 1 (NLS, SFA & WSI)	27.43	27.98	28.54	29.11	29.69
Lifeguard/Instructor 2 (Part-time)	28.07	28.63	29.20	29.78	30.38
Lifeguard/Instructor 3 (Full-time) *	28.65	29.22	29.80	30.40	31.01
Aquatic Supervisor (Full-time)	32.78	33.44	34.11	34.79	35.49
Other					
Rink Attendant **	17.35	**	**	**	**

* Lifeguard/Instructor 3 also receives the lead hand premiums as appropriate

**The Rink Attendant wage will be the BC Provincial hourly minimum wage plus \$2.15/hr

SCHEDULE "A" (Continued)

*** The wage rate will be the higher of the calculated rate or BC CPI (all items) at January of each year, to a maximum of 2.5%

Note: It is agreed that the position in recreation currently at Clerk 2 rate will become Clerk 1 rate upon becoming vacant

APPENDIX "A"

EOCP Certification Premium

Those employees who are employed or providing coverage in the position of:

Utilities Foreman	Utilities Operator 3
Utilities Operator 2	Utilities Operator 1

who have successfully obtained certification through the Environmental Operators Certification Program (EOCP) shall receive a per hour wage premium for each level of certification achieved for the following:

Level 1 Certification – \$0.25 per hour	Level 2 Certification – \$0.25 per hour	Level 3 Certification - \$0.25 per hour
- Water Distribution I	- Water Distribution II	- Water Distribution III
- Water Treatment I*	- Water Treatment II*	- Water Treatment III*
- Wastewater Collection I	- Wastewater Collection II	- Wastewater Collection III
- Wastewater Treatment I	- Wastewater Treatment II	- Wastewater Treatment III

These premiums will be included as part of the employee's regular pay. For clarification purposes this means that the premiums will be included when the employee is on any paid leave.

Before receiving premiums for level 3 certifications, all required level 2 certifications need to be completed. Employee requests for increased training / certification shall not be unreasonably denied.

* Water Treatment is not currently required for District operations but may become a requirement in future years.

APPENDIX "B"

Progression through the Public Works and Utilities Classifications

1. Promotions

- a. After having completed the minimum required Public Works Experience in a position, an employee possessing the necessary knowledge, skills, abilities, qualifications and experience for the next classification level, may request in writing to the Director of Operations to be promoted to the next classification level.

- b. The Director of Operations shall evaluate the employee's request in a fair and equitable manner relative to the respective job description for which the employee is requesting to be promoted into within sixty (60) days of a written request being made. Following evaluation, the employee will be either moved to the next classification level or receive feedback on the areas requiring improvement. If additional training or experience is needed, the employee may re-apply after six (6) months have lapsed since the last written request to be promoted to the next classification level.

- c. The following table establishes the minimum experience and certification criteria that will be applied when evaluating the employee's knowledge, skills, abilities, qualifications and experience. Achieving such experience and certification does not necessarily entitle an employee to promotion:

Classification Level	Education	Public Works Experience	Utilities Operators
Level 1	High School Diploma or Equivalent	6-12 months on public works related infrastructure experience	6-12 months on public works related infrastructure experience
Level 2	High School Diploma or Equivalent	5 years Public Works experience and possessing qualifications, knowledge, skills & abilities	5 years Public Works experience and One (1) of Water Distribution 1 or Wastewater Treatment 1
Level 3	High School Diploma or Equivalent	8 years Public Works experience and possessing qualifications, knowledge, skills & abilities	8 years Public Works experience and Two (2) of Water Distribution 1, Wastewater Collection 1, or Wastewater Treatment 1

2. Public Works Experience Calculation

Public Works Experience is calculated commencing on the date of hire, based on full time hours worked including vacation, sick days and statutory holidays, less any time away for maternity, paternity, short term disability, long term disability, workers compensation or other approved leave of absence, with or without pay.

3. Substitution During the Absence of an Employee

Substitution for any job during the absence of another employee shall only be credited, for the purpose of calculating Public Works Experience, at an employee's current classification level. Notwithstanding Article 9.22, a Public Works Employee while substituting for any job during the absence of another Public Works Employee shall be paid at the rate of their current classification level, subject to Article 9.20. For greater certainty, an employee assigned lead hand duties pursuant to Article 9.20 shall not be entitled to an additional premium for Student Supervision.

LETTER OF UNDERSTANDING NO. 1

Between

THE DISTRICT OF SPARWOOD

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2698

RE: WEEKEND ON-CALL COVERAGE

The Union and the District have agreed to implement coverage for weekend on-call for the Public Works Department.

3:00 pm Friday to 7:00 am Saturday	\$ 50.00
7:00 am Saturday to 7:00 am Sunday	100.00
7:00 am Sunday to 7:00 am Monday	100.00
Total Weekend Cost	\$ 250.00
Additional Cost per statutory holiday (per day)	\$ 100.00

It is agreed that on-call is on a volunteer basis but only available to those individuals that normally do the weekend checks on water/sewer and those capable of operating a sand truck.

Duties of Person on Call:

Pick up cell at 3:00 pm on the Friday - Check for cell phone and binder which includes the automobile and house charger, phone list, overtime list and diary book.

Must stay in cell range to ensure a 20 minute response time.

The person on call should be the one answering the cell phone – do not relay messages. Phone must remain on 24 hours per day.

Make a record of all phone calls, even those that do not require a person to be called out. Call out other employees when required – check the overtime list and call out the one with the least amount of overtime providing they are able to handle the job.

Coverage Time – Does not change to call out time until a person actually goes out onto a job. Answering the phone and calling out other people to the job is covered under the weekend flat rate.

On a 4 day weekend:

The person that starts the weekend will receive \$250.00 and the second person will receive \$200.00.

Change over to the second person is at 7:00 am on the third day – (Hand to Hand).


In Case of Emergency – If you have a personal emergency and you need to pass on the phone to another employee you need to do this physically – Hand to Hand.

Dated this 2nd day of June, 2021.

SIGNED ON BEHALF OF:
CUPE LOCAL 2698



John Owen, President



Bruce Doey, Vice President



Keith Nielson,
CUPE National Representative

SIGNED ON BEHALF OF:
DISTRICT OF SPARWOOD



Michele Schalekamp,
Chief Administrative Officer



David Wilks, Mayor

LETTER OF UNDERSTANDING NO. 2

Between

THE DISTRICT OF SPARWOOD

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2698

RE: STUDENT AND CO-OP STUDENT EMPLOYEES

Both Parties hereto agree to the employment of students according to the following terms and conditions:

1. The Employer agrees not to hire Students with the intent to diminish the status of Permanent Employees and/or use Students at student rates of pay, thereby lessening the opportunities of providing permanent jobs for employees. No students will be hired in a department if any employee from that department is on layoff. The provision regarding layoff shall only apply to layoffs that occur after May 1, 2021.
2. A student employee is defined as follows:
 - a) Student: A person who is enrolled full-time as a student in secondary or post-secondary studies.
 - b) Co-op Student: A person who is enrolled in a Post-Secondary Program that is related to the work being assigned. This employee may assist in the Planning, Engineering, Public Works and Information Systems Department.
3. This category of employee shall be paid student rates of pay as identified below and such benefits as are required by statute but shall not be entitled to any other health and welfare benefits or premiums for which other employees may receive. These employees shall, however, be entitled to the grievance procedure outlined in this Agreement and shall pay Union dues. The employee's term of employment may be discontinued as per the Employment Standards Act. This category of employee does not accrue any seniority.
4. The pay rates are as follows:

Position	01-Mar-21	01-Mar-22	01-Mar-23	01-Mar-24	01-Mar-25
BC CPI		***	***	***	***
Student Labourer	\$18.08	\$18.44	\$18.81	\$19.19	\$19.57
Co-op Student 1 st Year	\$19.67	\$20.06	\$20.46	\$20.87	\$21.29
Co-op Student 2 nd Year	\$21.26	\$21.69	\$22.12	\$22.56	\$23.01
Co-op Student 3 rd Year	\$22.32	\$22.77	\$23.23	\$23.69	\$24.16

*** The wage rate will be the higher of the calculated rate or BC CPI (all items) at January of each year, to a maximum of 2.5%

5. Students

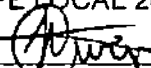
- a) The District may hire up to sixteen (16) students in total for the positions between May 1st and September 15th on an intermittent basis with the District.
- b) Students may be scheduled to work shifts inclusive of Saturday and Sunday.
- c) Students may work more than 5 consecutive shifts in a row if requested by the District and if the Union and Student are in agreement, provided that, no Student Employee is scheduled to work more than 80 hours in any one pay period or 10 hours in any one day.
- d) The Parties hereto further acknowledge and agree that paragraph 9.06 of the collective agreement is specifically waived for Student Employees, and that no overtime rates will apply unless the employee works in excess of 80 hours in any pay period or 10 hours in any one day.
- e) Students may not operate any self-propelled ride-on equipment, excluding passenger vehicles.

6. Co-op Student


No more than two students may be employed as a Co-op Student under this letter of understanding at any one time. The work term may be no more than any eight (8) month period as determined by the Post-Secondary Program the student is enrolled in.

Dated this 21st day of June, 2021.

SIGNED ON BEHALF OF:
CUPE LOCAL 2698



John Owen, President



Bruce Doey, Vice President



Keith Nielson,
CUPE National Representative

SIGNED ON BEHALF OF:
DISTRICT OF SPARWOOD



Michele Schalekamp,
Chief Administrative Officer



David Wilks, Mayor

LETTER OF UNDERSTANDING NO. 3

Between

THE DISTRICT OF SPARWOOD

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2698

RE: SPECIALIZED TRAINING

The Union and District agree that the categories of specialized training under Article 16.02 shall include:

	FIELD OF WORK	TYPE OF COURSES	TIME PERIOD
A	Refrigeration Certification	Refrigeration Operator (5 th Class Power Engineer) and/or Ice Facility Operator or Equivalent	4 years
B	Water/Waste Water	EOCP training towards certification	5 years


For clarification purposes concerning A and B above, the parties agree that an employee is only subject to the time period in that field of work once.

Dated this 21st day of June, 2021.

SIGNED ON BEHALF OF:
CUPE LOCAL 2698



John Owen, President



Bruce Doey, Vice President

Keith Nielson,
CUPE National Representative

SIGNED ON BEHALF OF:
DISTRICT OF SPARWOOD



Michele Schalekamp,
Chief Administrative Officer



David Wilks, Mayor

LETTER OF UNDERSTANDING NO. 4

Between

THE DISTRICT OF SPARWOOD

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2698

RE: COMPRESSED WORK WEEK

The Union and the District have agreed to implement a compressed work week schedule for Regular Full-time employees in the following Departments, subject to cancellation by either party on thirty (30) days written notice to the other party:

Main Office and Public Works Clerical staff
Public Works Non-Clerical Staff
Full-time Leisure Centre Staff excluding Aquatic Staff – Shelly Hume is grandfathered
Planning, Information Services and Engineering Staff

The overriding basic principles in the compressed work week are that there shall be no additional salary or benefit cost to the District and no reduction in service to the public.

Employees in the above mentioned departments must obtain the approval from their non-union supervisor to participate in the compressed work week and a schedule will be determined taking into account the number of employees participating in the program, the need to alternate days off and other operational issues. Public Works Operators shall work their additional hour at the end of their shift.

Sick leave will be based on the time absent from work on the scheduled day, for example, if an employee were scheduled to work a 9 hour shift, 9 hours of sick leave time shall be taken.

Vacation and floater time is converted to hours and taken in hours.

On a paid Statutory Holiday, the employee receives the statutory holiday pay for either a 7 ½ hour day or 8 hour day, as the case may be, and is required to make up such time within the same pay period. The employee may choose to either submit adequate leave for the balance or alternatively, the compressed work week schedule may be revised to allow the employee to work the extra time necessary to cover the Statutory Holiday, on another day within that pay period. The day on which such make up time will be worked will be subject to the department head's approval. Make up time will not be subject to overtime or evening/ weekend premiums.

Additional hours worked on the compressed work week schedule cannot be banked and must be taken within the compressed work week schedule, excepting where an employee has been requested to cover an absence or snow event as contemplated in the paragraph below, and in that event, the day off shall be taken no later than the current or next compressed work week schedule.

In an extraordinary event such as snow storm or absence of other scheduled employees, the District may request an employee to change their scheduled day off to another day. The District agrees to minimize these requests as much as possible and the Employee participating in the program agrees to make their best effort to accommodate such requests when made.


When an employee returns to work after being off on short term (WI), long-term (LTD), or WCB, if they are returning in the middle of a pay period cycle, the employee will need to return to their regular schedule until the pay period cycle is concluded and then start fresh with their compressed work week schedule on the first day of the new pay period.

Dated this 2nd day of June, 2021.

SIGNED ON BEHALF OF:
CUPE LOCAL 2698



John Owen, President



Bruce Doey, Vice President



Keith Nielson,
CUPE National Representative

SIGNED ON BEHALF OF:
DISTRICT OF SPARWOOD



Michele Schalekamp,
Chief Administrative Officer



David Wilks, Mayor

LETTER OF UNDERSTANDING NO. 5

Between

THE DISTRICT OF SPARWOOD

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2698

RE: 4X4 SCHEDULE FOR RECREATION MAINTENANCE STAFF

The District of Sparwood and CUPE local 2698 hereby mutually agree as follows:

This letter shall remain in effect unless cancelled by either party upon thirty (30) days written notice to the other party. This letter shall be deemed to form part of the Collective Agreement in effect at the date hereof made between the parties.

In the event of cancellation of this shift, there shall be no loss of pay or overtime resulting from the transition back to previous continuous operations work schedule. A transition shift for all affected employees shall be agreed to between the parties.

Terms Applying to Employees Working a Four days on, 4 days off Shift Schedule

- 1 This agreement varies the Collective Agreement, as required, to establish the unique terms and conditions of employment applying to these employees.
- 2 As an overriding principle for the implementation of this shift, there shall be no new or additional costs to the District as a result of employees working a 4X4 schedule outside of what is stipulated in this letter.
- 3 Hours of Work
 - a) The regular workday shall be eleven and one-half (11.5) hours.
 - b) For purposes of calculating overtime, an employee's work week shall commence on the first rest day of the eight (8) day work cycle and end on the last workday of that cycle.
 - c) Day shift commences between 5:30 am and 9:00 am as determined by the District. The District will provide 48 hours notice when it is necessary to change the start time. No afternoon shift premium will be paid for hours worked on a regular day shift.
 - d) Afternoon shift commences between 11:00 am and 12:30 pm. The start time may be changed by mutual agreement to facilitate the operation of the facilities, or to optimize the work schedule.
 - e) When a shift begins at times other than the commencement times for day shift and/or afternoon shift, afternoon shift premium will be paid for any hours worked after 3:00 pm.

- f) Employees shall work a rotating work cycle consisting of four (4) consecutive work shifts, followed by four (4) consecutive rest days.
- g) Employees shall work a regular schedule consisting of four consecutive day shifts, and four consecutive afternoon shifts in each eight (8) day work cycle. When, for operational reasons, the District requires an employee to work a combination of different shifts in any work cycle, it shall provide two (2) weeks' notice to the affected employee(s).
- h) Employees may be required to work split shifts, when operational needs require. Recognizing the Union's desire to minimize the number of split shifts worked, the District shall notify the Union, should it materially increase its historical usage of split shifts. A split shift will not be classified as a 'call out' or a 'call back' and will not be subject to overtime pay unless extra hours are assigned.
- i) Employees shall be given a minimum of eight (8) hours off duty following completion of one regularly scheduled shift and commencing work on their next regularly scheduled shift.
- j) Notwithstanding the shift provisions set out in this paragraph, the parties hereto agree that the afternoon shift shall be moved to day shift at the times of the year when the physical plant is not operating, PROVIDED THAT upon 48 hours advance notice, the start time may be changed to encompass afternoon shift hours, such that the employee can complete their shift as early as possible, in order to provide coverage to facilitate the operation of the facilities."

4. Work Breaks

- a) There shall be a one-half (0.5) hour paid meal break per shift.
- b) There shall be two (2) paid fifteen (15) minute coffee breaks per shift; one in the first half of the shift, the other in the second half.

5. Overtime

- a) Overtime shall apply after an employee works in excess of eleven and one-half (11.5) hours in any workday or in excess of forty-six (46) hours in any eight (8) day work cycle.
- b) Overtime rates shall be calculated as follows:
 - i) Daily: One and one-half times (1.5X) the applicable base rate for the first three (3) hours of overtime worked in any day and two times (2X) the applicable base rate for the balance of overtime worked on that day.
 - ii) All hours in excess of the above provision including the employee's regular days off and Stat Holidays will be paid at 2X the regular rate of pay.

6. Paid Holidays

- a) Paid holidays shall be recognized on the calendar day in which they fall.
- b) Employees who are not required to work on a paid holiday falling on a scheduled work day, shall be paid eleven and one half (11.5) hours pay at their regular basic rate for each such day.
- c) Employees who are not required to work on a paid holiday falling on a scheduled rest day, shall receive eight (8) hours pay at their regular base rate for each such day. These employees may elect to receive this payment as banked time off provided such election is made sufficiently in advance so it can be processed in the normal fashion by the payroll department.
- d) Employees required to work on a paid holiday, other than on a call-out, shall be paid two times the applicable base rate for all hours so worked plus statutory holiday pay.

7. Annual Vacation

Annual Vacation entitlement shall be calculated on the basis of a vacation day being equivalent to eight (8) working hours.

8. Sick Leave and Bereavement Leave

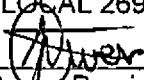
Eligible employees shall accrue sick leave and bereavement leave at the rate of eight (8) hours for each day of their sick leave or bereavement leave entitlement.

9. Jury Duty

Employees eligible for Jury Duty shall be paid the equivalent of the scheduled hours for each scheduled day of work so granted.

Dated this 2nd day of June, 2021.

SIGNED ON BEHALF OF:
CUPE LOCAL 2698



John Owen, President



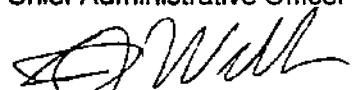
Bruce Doey, Vice President

Keith Nielson,
CUPE National Representative

SIGNED ON BEHALF OF:
DISTRICT OF SPARWOOD



Michele Schalekamp,
Chief Administrative Officer



David Wilks, Mayor

LETTER OF UNDERSTANDING NO. 6

Between

THE DISTRICT OF SPARWOOD

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2698

RE: HOURS OF WORK – COMMUNITY SERVICES ASSISTANT POSITION

The District of Sparwood and CUPE Local 2698 hereby mutually agree as follows:

Terms applying to the hours of work for the Community Services Assistant position:

This agreement varies the Collective Agreement, as required, to establish the unique terms and conditions of employment applying to this position.

There shall be no new or additional costs to the District as a result of the introduction of the Community Services Assistant position outside of the negotiated pay rate and what is stipulated in this letter.

(a) Normal Hours of Work

Hours of work for this position will normally consist of five consecutive days, Monday to Friday, commencing at 8:00 am and finishing at 3:30 pm with a one-half hour paid lunch.

Variations to the normal hours of work to include evenings and/or weekends will occur on a regular basis in order to carry out the duties of this position, including:

- Visiting each program at least once, and in most cases twice or more through the duration of the program to evaluate instructors and monitor customer satisfaction;
- Attend registration evenings and special events.

On such occasions the hours of work will be changed to accommodate these duties and no overtime shall apply, unless the hours of work exceed 37.5 hours in a work week. When operational needs require, split shifts may be required. A split shift will not be classified as a 'call out' or a 'call back' and will not be subject to overtime pay unless extra hours are assigned.

When a shift begins at times other than the normal commencement times for day shift, afternoon shift premiums will be paid for any hours worked after 5:00 pm.

In the event that weekend work is required, the regular weekend shift premiums will apply.

In the event that a compressed work week is implemented for this position, the overriding basic principle is that there shall be no additional salary or benefit cost to the District and no reduction in service to the public will apply, particularly with respect to shift premiums and overtime.

(b) Scheduling

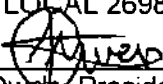
The weekly work plan will be assigned by the Director of Community and Facility Services in consultation with the Community Services Assistant and scheduled in advance to allow the Community Services Assistant to plan accordingly. Overtime rates will normally not apply to variations in the work schedule of this nature.

(c) Overtime

There may be occasions when it is necessary for the Community Services Assistant to work extra hours, and on those occasions overtime rates will apply. In such instances the Director of Community and Facility Services will assign the extra work and approve the use of overtime in advance.

Dated this 2nd day of June, 2021.

SIGNED ON BEHALF OF:
CUPE LOCAL 2698



John Owen, President

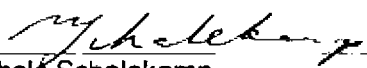


Bruce Doey, Vice President



Keith Nielson,
CUPE National Representative

SIGNED ON BEHALF OF:
DISTRICT OF SPARWOOD



Michele Schalekamp,
Chief Administrative Officer



David Wilks, Mayor

LETTER OF UNDERSTANDING No. 7

Between

THE DISTRICT OF SPARWOOD

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2698

RE: 8 HOUR SHIFT – WINTER/SUMMER SHIFT ROTATION FOR FACILITIES WORKER

The District of Sparwood and CUPE Local 2698 hereby mutually agree as follows:

This letter shall remain in effect unless cancelled by either party upon thirty (30) days written notice to the other party. This letter shall be deemed to form part of the Collective Agreement in effect at the date hereof made between the parties.

For the purpose of this Letter of Understanding:

- Winter shall mean from the 16th day of October to the 31st day of March in the following year;
- Summer shall mean from the 1st day of April to the 15th day of October each year.

Terms and conditions applicable to the Employee covered by this Letter of Understanding are as follows:

1. This Letter of Understanding will apply to no more than one employee at a time.
2. This agreement varies the Collective Agreement, as required, to establish the unique terms and conditions of employment applying to these employees. If this Letter of Understanding is silent on a term and condition presently in the Collective Agreement, the Collective Agreement terms will stand.
3. A Recreation Maintenance Worker will be assigned to a winter/summer shift schedule with the understanding that this employee may replace Recreation Maintenance Workers on the 4x4 schedule while they are on extended annual vacation and/or sick leave. There shall be no loss of pay resulting from the transition to the 4x4 schedule when the change is to replace other Recreation Maintenance Workers on annual vacation and/or sick leave.
4. Hours of Work
 - a. The regular workday shall be eight (8) hours.
 - b. The shift schedule shall be eligible for the compressed work week as defined under the terms of the Collective Agreement.

- c. Shift start times may be changed to facilitate the operation of facilities, or to optimize the work. The employee will be provided with 48 hours written notice during the summer shift schedule and 24-hour written notice during the winter shift schedule of any change in start time.
- d. Day shift shall commence between 6:00 am and 11:00 am, as determined by the operational requirements subject to subsection c) above.
- e. Afternoon shift shall commence between 11:00 am and 2:00 pm, as determined by the operational requirements subject to subsection c) above.
- f. When a shift begins at times other than the commencement times for day shift and/or afternoon shift, afternoon shift premiums will be paid for any hours worked after 3:00 pm.
- g. Employees shall be given a minimum of eight (8) hours off duty following completion of one regularly scheduled shift and commencing work on their next regularly scheduled shift.

5. Winter/Summer Shift Schedule

- a. Subject to operational requirements arising from holidays or other leaves the summer shift shall be from Monday through Friday.
- b. Subject to operational requirements arising from holidays or other leaves the winter shift schedule shall be from Thursday through Monday.
- c. There shall be no loss of pay resulting from the transition from the winter to summer or summer to winter schedules.

6. Overtime shall apply after an employee works in excess of eight (8) hours in any workday, or in excess of forty (40) hours in any seven consecutive day period.

7. Paid Holidays

- a. Statutory holidays shall be recognized on the calendar day in which they fall.
- b. Employees who are not required to work on a Statutory holiday falling on a scheduled workday, shall be paid eight hours pay at their regular basic rate for each such day.
- c. Employees who are not required to work on a Statutory holiday falling on a scheduled rest day, shall receive eight (8) hours pay at their regular base rate for each such day. These employees may elect to receive this payment as banked time off provided such election is made sufficiently in advance so it can.

- d. Employees required to work on a Statutory holiday, other than on a call-out, shall be paid two times the applicable base rate for all hours so worked.
- e. Employees called out on a Statutory holiday shall be paid the call-out rate in addition to regular pay for the Statutory holiday.

8. Annual Vacation

Vacation entitlement shall be calculated based on a vacation day being equivalent to eight (8) working hours.

9. Sick Leave and Bereavement Leave Eligible employees shall accrue sick leave and bereavement leave at the rate of eight (8) hours for each day of their sick leave or bereavement leave entitlement.


10. Jury Duty Employees eligible for Jury Duty shall be paid the equivalent of the scheduled hours for each scheduled day of work so granted.

Dated this 21st day of June, 2021.

SIGNED ON BEHALF OF:
CUPE LOCAL 2698



John Owen, President



Bruce Doey, Vice President



Keith Nielson,
CUPE National Representative

SIGNED ON BEHALF OF:
DISTRICT OF SPARWOOD



Michele Schalekamp,
Chief Administrative Officer



David Wilks, Mayor

LETTER OF UNDERSTANDING No. 8

Between

THE DISTRICT OF SPARWOOD

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2698

RE: INFORMATION SYSTEMS TECHNICIAN POSITION

The District of Sparwood and CUPE Local 2698 hereby mutually agree as follows:

The terms of the Collective Agreement between the parties will apply to this position except as defined below.

Terms applying to the Information Systems Technician position:

This agreement varies the Collective Agreement, as required, to establish the unique terms and conditions of employment applying to this position.

(a) Normal Hours of Work

Hours of work for this position will normally consist of five consecutive eight (8.0) hour days, Monday to Friday, commencing at 8:00 am and finishing at 4:00 pm which includes a one-half hour paid lunch. This position will be entitled to two (2) consecutive days of rest.

Variations to the normal hours of work to include evenings and/or weekends will occur on a regular basis in order to carry out the duties of this position that can not occur during the normal hours of work, including:

- Information technology system maintenance;
- Hardware repairs and maintenance;
- Software updates and server reboots;
- Attendance at Council and Committee meetings for AV system support.

On such occasions the hours of work will be changed to accommodate these duties and will be deemed regular hours. When operational needs require, split shifts may be required. A split shift will not be classified as a 'call out' or a 'call back' and will not be subject to overtime pay unless extra hours are assigned.

When a shift begins at times other than the normal commencement times for day shift, afternoon shift premiums will be paid for any hours worked after 4:00 pm.

In the event that weekend work is required, the regular weekend shift premiums will apply.

In the event that a compressed work week (EDO) is implemented for this position, the overriding basic principle is that there shall be no additional salary or benefit cost to the District and no reduction in service to the public will apply, particularly with respect to shift premiums and overtime.

(b) Scheduling

The weekly work plan will be assigned by the Director of Finance in consultation with the Information Systems Technician and scheduled in advance to allow the Information Systems Technician to plan accordingly. Overtime rates will normally not apply to variations in the work schedule of this nature. Article 9.01 of the Collective Agreement shall not be applicable to the Information Services Technician.

(c) Overtime

There may be occasions when it is necessary for the Information Systems Technician to work extra hours, and on those occasions the following overtime rates will apply,

- i. For the first three (3) hours in excess of eight (8) hours in any workday to an accumulation eight (8) hours for the five (5) consecutive scheduled workdays the employee will be paid one and a half (1 ½) times their regular rate of pay.
- ii. All hours in excess of the above provision and on the employee's days of rest and work performed on a Statutory Holiday will be paid at double (2X) the regular rate of pay.

In such instances the Director of Finance will assign the extra work and approve the use of overtime in advance.

This Letter of Understanding is attached to, and forms part of, the Collective Agreement and expires with the Collective Agreement.

Dated this 2nd day of June, 2021.


SIGNED ON BEHALF OF:
CUPE LOCAL 2698



John Owen, President



Bruce Doey, Vice President



Keith Nielson,
CUPE National Representative

SIGNED ON BEHALF OF:
DISTRICT OF SPARWOOD



Michele Schalekamp,
Chief Administrative Officer



David Wilks, Mayor

LETTER OF UNDERSTANDING No. 9

Between

THE DISTRICT OF SPARWOOD

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2698

RE: FIRE SERVICES AND SUPPORT CLERK

The District of Sparwood and CUPE Local 2698 hereby mutually agree as follows:

The Terms of the Collective Agreement between the parties will apply to this position except as defined below.

Terms applying to the Fire Services and Support Clerk position:

This agreement varies the Collective Agreement, as required, to establish the unique terms and conditions of employment applying to this position.

(d) Normal Hours of Work

This is a Regular Part-time position at 0.75 full-time equivalent of up to 1,460 hours annually. Working hours will fall within the range of Monday – Friday from 8:00 am – 4:30 pm, with starting and ending times of each workday being determined by the District, as required. If there are any changes to the one (1) week work plan, a forty-eight (48) hour notice will be given to the employee. The compressed work week schedule does not apply to this position. This position will be entitled to two (2) consecutive days of rest.

(e) Scheduling

The weekly work plan and hours of work will be assigned one (1) week in advance by the Director of Fire Services in consultation with the Support Clerk and scheduled in advance to allow the Support Clerk to plan accordingly. A fixed schedule is to be agreed upon between the employee and the employer. The Deputy Director of Finance and the Director of Operations will coordinate support coverage requirements through the Director of Fire Services.

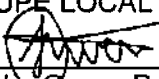
(f) Rate of Pay

The Rate of Pay shall be at the Office Clerk 1 rate as per Schedule "A" of the Collective Agreement. Terms and Conditions for this position will align with Part-time positions in accordance with CUPE 2698 Collective Agreement.

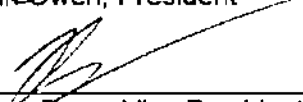
This Letter of Understanding is attached to, and forms part of the Collective Agreement and expires with the Collective Agreement.

Dated this 2nd day of June, 2021.


SIGNED ON BEHALF OF:
CUPE LOCAL 2698



John Owen, President

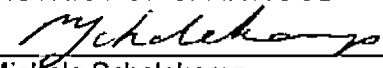


Bruce Doey, Vice President

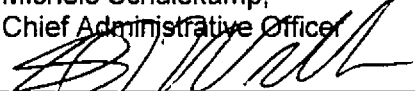


Keith Nielson,
CUPE National Representative

SIGNED ON BEHALF OF:
DISTRICT OF SPARWOOD



Michele Schalekamp,
Chief Administrative Officer



David Wilks, Mayor

LETTER OF UNDERSTANDING NO. 10

Between

THE DISTRICT OF SPARWOOD

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2698

PILOT RE: MUTUAL AGREEMENT TO AMEND WORK SCHEDULE

The Parties agree to the following:

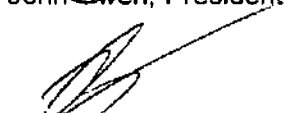
1. All employees whose work hours are defined in Article 9.01 b), c) d) and e) will be entitled to:
 - a. With the agreement of their non-union supervisor an employee may request periodically an adjustment to the start and end time of their workday.
 - b. With the agreement of their non-union supervisor an employee may request periodically an adjustment to the length of their day as long as their 75 or 80 hour pay periods are maintained.
2. It is agreed that there shall be no additional salary or benefit cost to the District and no reduction in service to the public as a result of any adjustment.
3. This Letter of Understanding will be reviewed no later than March 1, 2022. At that time options may include:
 - a. An expansion to other work schedules under Article 9.
 - b. Continuation of the present arrangement.
 - c. Termination of the Letter of Understanding.

Dated this 2nd day of June, 2021.

SIGNED ON BEHALF OF:
CUPE LOCAL 2698



John Owen, President



Bruce Doey, Vice President

Keith Nielson,
CUPE National Representative

SIGNED ON BEHALF OF:
DISTRICT OF SPARWOOD



Michèle Schalekamp,
Chief Administrative Officer



David Wilks, Mayor