

**COLLECTIVE AGREEMENT**

**BETWEEN**

**GLENMORE-ELLISON IMPROVEMENT DISTRICT**



**GLENMORE-ELLISON IMPROVEMENT DISTRICT**

**-AND-**

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



**January 1, 2021 – December 31, 2025**

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## **AGREEMENT BETWEEN:**

**THE GLENMORE-ELLISON IMPROVEMENT DISTRICT,**  
(hereinafter called the "Employer")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 338,**  
Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour Congress  
(hereinafter called the "Union")

### **PREAMBLE**

It is the purpose of both Parties to this Agreement:

- a) to maintain and further industrial peace and harmonious relations;
- b) to improve the practices and procedures of collective bargaining;
- c) to promote conditions favourable to the orderly and constructive settlement of disputes;
- d) to encourage efficiency in operations;
- e) to promote the morale and well-being and security of all employees in the bargaining unit;
- f) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions.

### **ARTICLE 1      MANAGEMENT RIGHTS**

#### **1.01              Rights of the Employer**

Subject to the grievance procedure, the Union recognizes the rights of the Employer to operate and manage the business of the District in all respects, in accordance with its commitments and responsibilities and to make and alter from time to time as necessity arises, rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules and regulations and amendments thereto shall be communicated in writing to the Union.

### **ARTICLE 2      RECOGNITION AND NEGOTIATIONS**

#### **2.01              Bargaining Agency**

The Employer, or anyone authorized to act on its behalf, approves and recognises the Canadian Union of Public Employees, Local No. 338, as the sole bargaining agency for all of its employees except those excluded by the *Labour Relations Act* and hereby consents and agrees to negotiate with the Union or any authorized committee thereof, in any and all matters affecting the relationship between the Parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

**2.02 Work of the Bargaining Unit**

Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purposes of instruction, experimenting, in emergencies or during absences when regular employees are not available.

**2.03 No Other Agreements**

No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement.

**2.04 No Other Bargaining Agent**

In respect of employees covered by this Agreement, the Employer shall not recognize during the currency of this Agreement, any other bargaining agent in respect of any matters herein dealt with.

**ARTICLE 3 CONTINUATION OF ACQUIRED RIGHTS**

**3.01 Applicable Laws**

All provisions of this Agreement are subject to applicable laws now and hereafter in affect. If any law now existing or hereafter enacted, and/or proclamation, and/or regulations shall invalidate any portion of this Agreement the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence and either party, upon notice to the other, may re-open this present Agreement for negotiations.

**3.02 Amalgamations, Regionalization and Merger Protection**

In the event of an amalgamation, annexation or merger the Parties will undertake to ensure that:

- a) Employees shall be credited with all seniority rights with the new employer.
- b) All service credits relating to vacation with pay and sick leave credits shall be recognized by the new employer.
- c) Overall conditions of employment, wage rates and other benefits of the new employer shall be equal to the overall provisions in effect with the current Employer.
- d) No employee shall suffer a loss of employment as a result of merger.
- e) Preference in location of employment in the merged service shall be on the basis of seniority.

## **ARTICLE 4      RESPECT IN THE WORKPLACE**

### **4.01              Respect in the Workplace**

All personnel have the right to work without any form of discrimination, violence, harassment or bullying. All employees are advised of the District's Respect in the Workplace Policy. Any complaints, misconduct or occurrences will be dealt with in accordance with the District's policy and/or the grievance procedure.

## **ARTICLE 5      UNION SECURITY**

### **5.01              Union Members**

All employees, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union. The Union shall be the sole judge of good standing of its members. All future employees shall, as a condition of continued employment, become members in good standing in the Union not later than after one (1) month of continuous employment with the Employer.

## **ARTICLE 6      CHECK-OFF OF UNION DUES**

### **6.01              Union Dues**

The Employer agrees to deduct from the employees, monthly dues or assessments levied in accordance with the Union by-laws.

### **6.02              Deductions**

Deductions shall be made from each payroll period and shall be forwarded to the Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) day of the following month in respect of which deductions have been made, accompanied by a list of all employees from whom deductions have been made and their amounts.

## **ARTICLE 7      CORRESPONDENCE**

### **7.01              Correspondence**

All correspondence between the parties, arising out of this Agreement or incidents thereto, shall pass to and from the Glenmore-Ellison Improvement District and the Secretary of the Union and a copy shall be sent to the Vice President.

## **ARTICLE 8      LABOUR-MANAGEMENT & NEGOTIATIONS COMMITTEE**

### **8.01              Establishment of Committee**

A Committee shall be established consisting of two (2) representatives of the Union (including the Shop Steward) and two (2) representatives of the Employer. The Committee shall enjoy the support of both parties in the

interests of improved service to the public, and job security for employees. The Union agrees to elect annually, one (1) shop steward and to inform the Employer of the name of the person so elected. The Employer shall recognize the shop steward.

## **8.02 Function of Committee**

The Committee shall concern itself with the following general matters:

- a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- b) Improving and extending services to the public.
- c) Promoting safety and sanitary practices.
- d) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- e) Correcting conditions causing grievances and/or misunderstandings.
- f) Negotiate a renewal to this Collective Agreement and any revisions or amendments thereto during its life.

## **8.03 Meetings of Committee**

The Committee shall meet at least once each month, or at the call of either of the Parties, at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Any representative of the Union on this Committee, who is in the employ of the Employer, shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration provided the department head has prior notice. All costs will be covered by the Employer.

## **8.04 Chairperson of the Meeting**

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

## **8.05 Minutes of the Meeting**

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive signed copies of the minutes within five (5) working days following the meeting.

## **8.06 Representative**

Each party to this Agreement shall have the right to have the assistance of a representative when dealing or negotiating with the other party.

## **ARTICLE 9      NEGOTIATIONS**

### **9.01            Printing of the Agreement**

The cost of printing the Collective Agreement in booklet form shall be shared equally between the parties.

## **ARTICLE 10    GRIEVANCE PROCEDURE**

### **10.01          Grievance Procedure**

If a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitral, during the term of the Collective Agreement, there shall be no stoppage of work and the dispute shall be finally and conclusively settled as follows:

- a) The Union shall first try to settle the dispute with the immediate Supervisor.
- b) If no settlement is effected under Clause (a) above, the matter shall, within twenty-five (25) days of being made aware of the happenings giving rise to the grievance, be reduced to writing and submitted to the Administrator.
- c) Where no settlement is effected within thirty (30) days under Clause (b) it shall be submitted to arbitration in accordance with Article 11 hereof.

## **ARTICLE 11    ARBITRATION**

### **11.01          Single Arbitrator**

The Parties agree that a Single Arbitrator shall be used. The Employer and the Union shall make every effort to agree on the selection of an Arbitrator within ten (10) working days after the Party requesting Arbitration has delivered written notice to the other Party.

### **11.02          Appoint an Arbitrator**

In the event that the Parties fail to agree on the choice of an Arbitrator, they shall forthwith request the Director of the Collective Agreement Arbitration Bureau to appoint an Arbitrator.

### **11.03          Timeline**

The Arbitrator will be encouraged to render a decision within fifteen (15) working days from the date of the conclusion of the hearing.

### **11.04          Decision of the Arbitrator**

The decision of the Arbitrator shall be final and binding on the Employer, the Union and any Employee affected by it.

**11.05 Costs of the Arbitrator**

Each Party shall bear one-half (1/2) of the cost of the Arbitrator and each party will be responsible for the remuneration and expenses of its own witnesses, employees, and representatives.

**11.06 Labour Relations Code**

Section 104 of the Labour Relations Code shall apply.

**ARTICLE 12 DISCHARGE, SUSPENSION AND DISCIPLINE**

**12.01 Just Cause for Discipline and Dismissal**

No employee shall receive a written or oral reprimand or warning, be suspended, demoted, dismissed or disciplined except for just and reasonable cause.

**12.02 Burden of Proof**

In cases of dismissal or discipline, the burden of proof of just and reasonable cause shall rest with the District.

**12.03 Right to Have Steward Present**

An employee shall have the right to have their Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact their Steward to be present at the interview.

**12.04 Access to Personnel File**

An employee shall have the right to have access to and review their personnel file, in the presence of the Manager or designate, outside working hours, and to respond in writing to any document contained therein. Such reply shall become part of the employee's record.

**ARTICLE 13 DEFINITIONS**

**13.01 Full Time Employee**

An employee who has successfully completed the probationary period and is employed for regular full time work.

**13.02 Part Time Employee**

An employee who has successfully completed the probationary period and is employed on a permanent part time basis.

Part time employees will be placed on a "Part Time Employment List" after an employee has worked an equivalent of six (6) months full time employment. The list will be based on the date the employee completed an equivalent of six

(6) months full time employment qualifying period. Placement on the list shall entitle the part time employee to limited rights for the purpose of bidding into full time positions such that a part time employee, shall be given first (1<sup>st</sup>) preference for a vacant position, provided they possess the required qualifications, skills, abilities, and knowledge and where no full time employee has applied and is qualified.

A part time employee that becomes a full time employee will carry time worked from the Part Time Employment List to the Seniority List. The seniority date and placement on the list will be calculated based on the conversion of hours worked as a part time employee into full time equivalence of the previous part time position, upon the employee completing the probationary period.

Part time employees who work less than twenty-four (24) hours per week will be eligible to receive eighteen (18%) percent in lieu of all vacation, statutory holidays, other paid leaves, fringe benefits and premiums. Part time employees who actively work twenty-four (24) hours or more per week receive an equivalent amount of pension and benefits as negotiated under this agreement.

### **13.03 Casual Employee**

A person who is employed on an irregular basis to fill vacancies due to the absence of employees through illness, accident, vacation, approved leave of absence, or extra workload. These terms are not to go beyond six (6) months, unless otherwise mutually agreed by all parties. Any position occupied by a casual employee shall be assumed by the person normally holding the position, upon their return from leave.

Casual employees will receive eighteen (18%) percent in lieu of all vacation, statutory holidays, other paid leaves, fringe benefits and premiums.

Casual employees do not acquire seniority.

### **13.04 Student**

A person who is employed for a defined period of time and is attending school, college or university and intends to return to their studies in the subsequent academic year or is enrolled in a co-op education program.

Student employees shall receive paid statutory holidays, other paid leaves and four (4%) percent in lieu of vacation.

Students do not acquire seniority.

### **13.05 Probationary Employee**

Any employee who has not completed the six (6) month probationary period.

## **ARTICLE 14 SENIORITY**

### **14.01 Definition**

Seniority is length of service with the Employer and, except as provided for in Articles 14.02 with respect to part time employment, shall date from the original date of commencing work.

The Employer shall maintain a seniority list showing the commencement date of each employee's seniority. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in April of each year. The Employer shall be notified within thirty (30) days of any errors. The determination of seniority shall be in accordance with the earning system in effect at the time of the alleged error.

Seniority shall operate on a bargaining unit-wide basis.

### **14.02 Full Time and Part Time Employees' Attainment of Seniority**

Newly hired employees appointed to established positions shall be on probation for six (6) calendar months, from the date of commencing work. During the probationary period employees shall be entitled to all rights and privileges of this Agreement unless otherwise provided, except with respect to discharge. The standard of discharge for probationary employees shall be lack of general suitability for continued employment. If deemed appropriate, the Employer may seek to extend the probationary period by consulting with the Union. Notwithstanding these conditions, the Employer may deem the probationary period served at any time, however, the waiting period for benefit coverage, if applicable, must be served in compliance with the benefit carrier's standard eligibility provisions.

On completion of probation in the established position, seniority shall be effective from the original date of commencing work and any days actually worked as a part time employee within the preceding twelve (12) months shall also be counted as time accumulated for seniority purposes. The date of commencing work where part time work is to be counted shall be determined by retroactively adding the number of working days equal to those actually worked by the employee to the date of commencing work as a full time employee. A statutory holiday shall be considered a day of work if the employee has been paid for said day.

### **14.03 Seniority During Absence**

If an employee is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer, the employee shall not lose seniority rights.

An employee shall lose seniority in the event that the employee:

- i) is discharged for just cause and is not reinstated;
- ii) resigns;

- iii) is on an unauthorized absence from work in excess of three (3) working days, unless it was not reasonably possible to notify the Employer;
- iv) fails to return to work after a layoff within seven (7) calendar days, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed in writing of a current address;
- v) is laid off and not re-employed within twelve (12) months after layoff;
- vi) has completed six (6) months of work in a position outside of the bargaining unit.

**14.04 Transfers and Seniority Outside the Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If within six (6) months such an employee returns to the bargaining unit, the employee shall be placed in a job consistent with seniority.

**14.05 New Regular Employee Receiving Medical Health Services**

Newly hired employees shall be on probation per Article 14.02. Upon completion of the probationary period the employee and the employee's family shall be eligible for enrolment in the District's extended health, dental benefit program and other benefits as outlined in this agreement.

**ARTICLE 15 PROMOTIONS AND STAFF CHANGES**

**15.01 Notice in Writing**

Prior to filling any staff change or a promotion covered by the terms of this Agreement, the Employer shall notify the Union in writing and post notice of the position in all shops on all bulletin boards for a minimum of five (5) working days, in order that all members will know about the position and be able to make written application therefore. Such notice shall contain the following information: nature of position, required qualifications, skill, knowledge, education and ability, shift and wage or salary range or rate.

**15.02 Seniority to Apply**

In making staff changes, appointment shall be made to the senior applicant having the required qualifications, skill, knowledge, education and ability. The successful applicant shall be given a trial period to assess their performance. Conditional on satisfactory service, such promotion becomes permanent after a period of sixty (60) days worked. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, they shall be returned to their former position without loss of seniority or salary and any other employee promoted or transferred because the re-arrangement of positions shall also be returned to their former position without loss of seniority or salary.

**15.03 Union Notification**

The Union shall be notified within five (5) working days of any and all appointments, hiring, layoffs, rehiring and terminations of employment.

**15.04 Promotions Requiring Higher Qualifications or Certifications**

In case of promotions requiring higher qualifications or certifications, the Employer shall give consideration to employees who do not possess the required qualifications but are preparing for qualifications prior to filling the vacancy. Such employees may be given an opportunity to qualify within a period of sixty (60) calendar days or such longer period as may be mutually determined and to revert to their former position if the required qualifications are not met within such time.

**15.05 Temporary Assignments**

Notwithstanding the foregoing the Employer can temporarily assign any employee to do any job for three (3) months or less.

An employee temporarily assigned to work in a classification carrying lower rates shall be paid at the rate of pay for their permanent classification. The duration of the temporary assignment can be extended to a maximum of six (6) months by mutual agreement between the District and the Union.

**ARTICLE 16 HOURS OF WORK**

**16.01 Normal Work Week for Outside Employees**

The normal work week for outside employees shall consist of five (5) days, Monday to Friday inclusive. The work day shall consist of eight (8) consecutive hours with one-half (1/2) hour off for lunch. The work week may be altered by reason of special circumstances and work available so long as a minimum of twenty-four (24) hours' notice is given (outside workers). With at least thirty (30) days' notice to the Union, the work schedules may be varied or new schedules implemented. Should such notice be given, the Employer will discuss the implications with the Union prior to the change(s) being implemented.

**16.02 Normal Work Week for Inside Employees**

The normal work week for inside employees shall consist of five (5) days Monday to Friday inclusive. The work day shall consist of seven and one half (7 1/2) consecutive hours exclusive of a one half (1/2) hour lunch break at a time designated by the Employer.

### **16.03**

#### **Rest Periods**

- a) All employees shall be permitted a paid fifteen (15) minute rest period in the first (1<sup>st</sup>) half (1/2) of the work day and a second (2<sup>nd</sup>) such rest period in the second (2<sup>nd</sup>) half (1/2) of the work day.
- b) An employee who is on overtime callout shall be entitled to a paid fifteen (15) minute rest period after each completed two (2) hours of overtime work, provided such work is to extend for a period of time in excess of the said two (2) hours.
- c) An employee who is required to remain at work following the end of the employee's normal work day shall be entitled to a paid thirty (30) minute meal break at the completion of two (2) hours of overtime work and provided that such overtime work is to extend for a period in excess of the two (2) hours.
- d) An employee who is called out and is required to work four (4) hours shall be entitled to a paid thirty (30) minute meal break, provided that such overtime work is to extend for a period in excess of four (4) hours.

## **ARTICLE 17 OVERTIME**

### **17.01 Overtime Defined**

All time worked beyond the normal scheduled work day and the normal scheduled work week, or on a holiday, at the request of the Management, shall be deemed as overtime.

### **17.02 Overtime - Normal Work Day**

All work in excess of eight (8) hours per day for Outside employees and seven and one-half (7½) hours per day for Inside employees shall be paid for at time and one-half (1½x) the regular hourly rate for the first (1<sup>st</sup>) two (2) hours of overtime, and double (2x) the regular hourly rate thereafter.

### **17.03 Overtime - Normal Work Week**

All time worked after normal weekly hours shall be paid for at double (2x) the regular rate of pay for those hours in excess of the normal hours in any one (1) week.

Example #1: An employee normally working Monday to Friday, working overtime on Saturday, Sunday or any Statutory Holiday shall be paid at double (2x) the regular rate.

Example #2: An employee normally working Tuesday to Saturday working overtime on Sunday, Monday or any Statutory Holiday shall be paid at double (2x) the regular rate.

**17.04 Overtime – Statutory Holidays**

Any employee who is required to work on a statutory holiday shall be paid at the rate of double (2x) the regular rate of pay for every hour worked in addition to the employee’s regular holiday pay.

**17.05 Call Out**

An employee called out to work outside normal scheduled working hours shall be paid at double (2x) the regular rate of pay; and shall be paid for a minimum of two (2) hours.

The two (2) hour minimum pay as it applies to that employee shall include all additional call outs occurring within the two (2) hour period from the commencement of the first (1<sup>st</sup>) call out.

**17.06 Provision for Night Time Call Outs**

If an employee gets called in to work for an emergency between the hours of 10:00 p.m. and 4:00 a.m. for a single or combined period equal to or greater than two (2) hours, the employee will receive double (200%) time for all hours worked in this period; and the employee will receive eight (8) hours of grace from work starting at the end of the employee’s last call out with regular wages commencing at normal shift hours (7:00 a.m.).

Example #1: Employee gets called in to work at 10:00 p.m. and works until 12:00 a.m. They, if required, will not return to work until 8:00 a.m.

Example #2: Employee gets called in to work at 2:00 a.m. and works until 4:00 a.m. They, if required, will not return to work until 12:00 p.m.

**17.07 Early Start Overtime**

No employee shall be sent home during a normal scheduled work day to compensate for early start overtime. An employee required to work before the commencement of the employee’s normal work day shall be paid overtime rates of double (2x) time for the period up to the commencement of the normal work day, providing the full normal work day is completed.

**17.08 Overtime Authorization**

There shall be no overtime worked without prior Supervisor or Management authorization.

**17.09 Employee’s Election of Payment Method**

An employee working overtime for which the employee is entitled by the terms of Articles 17.01 - 17.07 shall elect to be paid for such overtime in accordance with the following:

- a) Such overtime to be paid for at the appropriate overtime rate;
- OR -
- b) The option to bank the overtime in an Overtime Bank to a maximum of sixty-four (64) hours to be taken as time off in lieu.

Election of method of payment shall be made by the employee at the time the overtime is reported; however, overtime of less than one (1) hour shall be only in accordance with Article 17.08(a) above.

**17.10 Scheduling of "In Lieu" Time Off**

- a) Request for "In Lieu" time off shall be made at least five (5) working days prior to the desired period of time off, except for sickness or emergency. The Employer shall have the right to defer a request for "In Lieu" time off.
- b) Regularly scheduled vacations shall take precedence over "In Lieu" time.

**17.11 General**

- a) All "In Lieu" time compensation, either for time off or payments in lieu thereof, shall be based on the actual wage rate of the employee at the time the "In Lieu" accruals were earned.
- b) An employee may request payment for outstanding "In Lieu" credits at any time, subject to the Payroll Department receiving two (2) weeks advance notice.
- c) All lieu time accumulated must be taken not later than twelve (12) months from the date earned.
- d) Payout of lieu time outstanding more than twelve (12) months will be made on June 30<sup>th</sup> and December 31<sup>st</sup>, respectively, in each year.

**ARTICLE 18 HOLIDAYS**

**18.01 Statutory Holidays**

All regular employees shall receive one (1) day's holiday with pay for the following Statutory Holidays:

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

And any day proclaimed by the Federal or Provincial Governments as a holiday.

**18.02 Rate of Pay**

Statutory Holidays shall be paid at the employee's regular rate of pay.

**18.03 Christmas / New Year's Shutdown**

Should the Board of Trustees approve a Christmas / New Year's shut-down, the Employer will work cooperatively with the Union to ensure the proposed

closure meets the needs of both Parties. Employees will use vacation pay, banked time, earned-days off or be on leave without pay for non-statutory days. The Employer will make every effort to notify employees of such pending shut-down by November 1<sup>st</sup> each year.

## **ARTICLE 19 VACATIONS AND ENTITLEMENT**

### **19.01 Definitions**

#### **a) Vacation Year – Definition of:**

The term “vacation year” as used in this Agreement shall mean the twelve (12) month period following the employee’s anniversary date as established under Article 14.

#### **b) Vacation Pay Rate**

Payment for vacation days taken shall be at the employee’s regular rate of pay at the time the employee takes that vacation.

### **19.02 Vacation Time**

- New employees will accrue one (1) day of vacation entitlement for each completed month of service to a maximum of ten (10) days;
- After the first (1<sup>st</sup>) anniversary employees shall be granted ten (10) days of vacation with full pay;
- After the second (2<sup>nd</sup>) anniversary employees shall be granted fifteen (15) days of vacation with full pay;
- After the fifth (5<sup>th</sup>) anniversary employees shall be granted eighteen (18) days of vacation with full pay;
- After the seventh (7<sup>th</sup>) anniversary employees shall be granted twenty (20) days of vacation with full pay;
- After the twelfth (12<sup>th</sup>) anniversary employees shall be entitled to twenty-five (25) days of vacation with full pay;
- After the fifteenth (15<sup>th</sup>) anniversary employees shall be entitled to an additional day of vacation with full pay per year of service to a maximum of five (5) additional days.

### **19.03 Compensation for Holidays Falling Within Vacation Schedule**

If a statutory holiday or declared holiday falls on and is observed during an employee’s vacation period, they shall be granted an additional day’s vacation for each such holiday in addition to their regular vacation time.

### **19.04 Employees on Layoffs**

- a) Employees who have earned seniority and have been laid off shall be paid for annual vacations as per Article 19.02 at the time of layoff;

- OR -

- b) If the employee so elects, earned annual vacation credits may be held for use as vacation pay during the following year as per subsection 19.01 (b).
- c) Employees who have been laid off and have been subsequently re-employed shall accrue vacation seniority from previous employment.

**19.05 Scheduling Vacations**

Annual vacations shall be arranged mutually so as to cause a minimum of interruptions of service. Seniority shall prevail in the choice of the annual vacation season, provided the employee will submit the employee's vacation choice by March 31<sup>st</sup>.

Notwithstanding the foregoing, the Employer may allow an accumulation of vacation credits to an employee requesting such consideration in writing, showing good and sufficient cause. Such request is to be submitted to the supervisor or department head and approved by the Employer. Such request shall not be unreasonably denied.

**ARTICLE 20 SICK LEAVE**

**20.01 Entitlement**

- a) Regular employees shall be entitled to sick leave with pay at the employee's regular rate of pay.  
Employees shall accumulate sick leave at the rate of one day per month of service. The accumulation shall be limited to one hundred and twenty (120) days.
- b) Employees shall be granted leave with pay from the employee's accumulated sick leave to care for an immediate family member who is sick or injured. Immediate family member is as defined in Article 21.04 (a).

**ARTICLE 21 LEAVE OF ABSENCE**

**21.01 Union Leave**

- a) The Employer agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to handle a grievance they shall suffer no loss of pay for the time so spent.
- b) Such requests shall be in writing and presented forty-eight (48) hours prior to such leave, and shall not be unreasonably denied. The aggregate of such leave of absence shall not exceed a total of ten (10) days in any one (1) year.
- c) In addition to the leaves allowed under a) and b), at the request of the Union, and by mutual agreement between the Employer and the Union, leave of absence without pay will be granted to employees to attend conventions or other bona-fide meetings of the Canadian Union of Public

Employees or other trade-union body with which the Union is affiliated. Such approval will not be unreasonably withheld.

**21.02 General Leave**

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave in writing. Such leave shall not be unreasonably denied.

Benefits will be available to the Employee at their expense, if compliant with the insurance carrier's conditions for continued coverage are met.

**21.03 Jury or Court Witness Leave**

The Employer shall pay an employee who is required to serve as a juror or crown court witness their regular wage for those days lost. In return the employee shall remit to the Employer such payments as he or she may receive for such services. Employees shall return to work if dismissed by the court before twelve o'clock (12:00) noon.

**21.04 Bereavement Leave**

Regular employees shall be granted leave as follows:

- a) Up to five (5) days if necessary in the case of a death of a partner, parent or child and up to three (3) days if necessary in the case of a death of a brother, brother-in-law, sister, sister-in-law, parent-in-law, step mother, step father, grandchild or grandparent of the employee. Where the normal work days are involved the employee shall be paid their regular wages for such a day or days.
- b) Additional leave of absence without pay will be granted where necessary for the purpose of attending the funeral.

**21.05 Maternity Leave**

Maternity Leave will be in accordance with the provisions of the Employment Standards Act of British Columbia.

**21.06 Parental Leave**

Parental Leave will be in accordance with the provisions of the Employment Standards Act of British Columbia.

**21.07 Education Leave**

- a) Where an employee is required to hold and maintain any qualification tickets to comply with the standards required they shall be paid for lost time at their regular rate of pay while attending such examination.
- b) The Employer shall compensate employees for the fees expended in maintaining their certificates and licences where such certificates/licenses are required by the Employer.

## **ARTICLE 22 LAYOFFS AND RECALL**

### **22.01 Layoffs and Rehiring Procedure**

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order to their seniority, provided that those employees retained are qualified to do the work.

### **22.02 Notice of Layoff**

The Employer shall notify employees with seniority rights who are laid off, two (2) weeks before layoff is to be effective.

### **22.03 Recall**

When a new position of a temporary or permanent nature is developed, the employees laid off shall be recalled in order of seniority, provided that those employees retained are qualified to do the work.

## **ARTICLE 23 PAYMENT OF WAGES AND ALLOWANCES**

### **23.01 Pay Days**

The Employer shall pay salaries and wages on alternate Fridays in accordance with Schedule "A" attached hereto and forming part of this Agreement.

### **23.02 Stand-by**

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

- a) Two (2) hours pay at their regular rate of pay for each normal work day on which the employee was on standby and also worked their regular eight (8) hour shift.
- b) Three (3) hours pay at their regular rate of pay for each day of rest or statutory holiday on which the employee was on standby.

When employees are scheduled on standby they shall be provided technology which will alert them to issues periodically. Where an alert occurs between the hours of 10:00 p.m. and 4:00 a.m. and the Employee's assessment of the situation eliminates the need to attend the workplace, they shall be paid as follows:

- a) One half hour (1/2) at the employee's applicable overtime rate of pay for the first and any subsequent calls that occur during the two (2) hour period from the time of the first call;
- b) If a call extends beyond the two (2) hour period, the employee shall be paid at the employee's applicable overtime rate for the entire time worked.

**23.03 Travel Expenses**

Where an employee is required to use his personal vehicle for the Employer's business, the employee shall be reimbursed at the BC Government rate per kilometre of travel.

**23.04 Per Diem Rates**

Employees required to be away from home in the performance of their duties, including attendance at meetings, seminars or lectures, shall be reimbursed at the BC Government rate for meals and expenses unless otherwise provided. Requests for reimbursement must be accompanied by receipts.

**ARTICLE 24 RETIREMENT BENEFIT**

**24.01 Payout of Accumulated Sick Days**

Sick leave credits will be available for payout to all employees upon leaving the District following employment of not less than ten (10) years and who have reached at least fifty-five (55) years of age. Sick leave would be paid out on resignation for fifty (50%) percent of the value of accumulated days as follows:

- a) After ten (10) years of service: a maximum of thirty (30) days
- b) After fifteen (15) years of service: a maximum of sixty (60) days
- c) After twenty (20) years of service: a maximum of ninety (90) days
- d) After twenty-five (25) years of service: a maximum of one hundred twenty (120) days.

Payouts under this article are not accessible in cases of dismissal for cause.

**ARTICLE 25 JOB RECLASSIFICATION**

**25.01 Increase in Duties and/or Responsibilities**

When duties and/or responsibilities in any classification are increased or when any position not covered by Schedule "A" is established during the lifetime of this Agreement, the rate of pay shall be set by the Employer. If the parties disagree as to the classification and/or rate of the job in question, such dispute shall be submitted to negotiations and if necessary, arbitration. The new rate so established shall become retroactive to the time the position was first filled by the employee.

**ARTICLE 26 BENEFITS AND PENSION**

**26.01 Benefit Plan**

The Union and the Employer have agreed upon benefit coverage in accordance with the Schedule of Benefits – "Schedule B", attached hereto and forming part of this Agreement.

Benefits shall include the following:

- Life Benefits (Group Life, Accidental Death, Disease & Dismemberment, Dependent Life)
- Long Term Disability
- Health Benefits (Prescription Drugs, Extended Health Care, Vision Care, Survivor Benefits, Emergency Travel Assistance)
- Dental Benefits

All benefit premiums are one-hundred percent (100%) District paid with the exception of Long-Term Disability Premiums which are one-hundred percent (100%) paid by the employee.

Additionally, for employees who have an active Long-Term Disability claim, the District will continue to pay their benefit premiums for a period of one year maximum from the last day were actively at work. After that point, if the Employee chooses to continue their benefits, they shall pay the full cost of the benefits.

The onus is on the employee to keep their personal information up to date (i.e. address, changes to dependents with the Ministry of Health.)

The Employer shall provide coverage under the Provincial Medical Services Plan (BC Medical) if the employee so requires.

## **26.02 Municipal Pension Plan**

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

## **ARTICLE 27 HEALTH AND SAFETY**

The Union and the Employer shall co-operate in continuing and perfecting the safety measures in effect.

### **27.01 Payment Upon Injury**

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his regular rate of pay, provided that a duly qualified practitioner states that the employee is unfit for further work on that shift.

### **27.02 Workers' Compensation Benefits**

Where an employee is absent from work as a result of a compensable injury sustained in discharging duties on behalf of the Employer, the employee shall for the first (1<sup>st</sup>) three (3) months of compensation:

- a) turn over to the Employer all wage loss compensation received from the Workers' Compensation Board;

b) receive full pay and benefits from the Employer; after which the employee may elect to access days from their sick bank or banked time to provide top-up to wages provided by WCB.

c) accrue sick leave and vacation credits.

This provision shall apply for a period not exceeding two (2) years. Thereafter the employee will receive benefits direct from the Workers' Compensation Board.

### **27.03 Other Wage Loss**

In any case where an employee is paid by the Employer during any absence due to illness or injury, and the employee receives compensation from a third (3<sup>rd</sup>) party (e.g. ICBC) for an accidental bodily injury or illness, there shall be no "double dipping".

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

On an individual case basis, where an employee recovers substantially less from the third party than is paid by the Employer during the period of absence, the Employer may provide the appropriate top of wages and benefits.

The Canadian Union of Public Employees (CUPE) nor CUPE Local 338 shall be held responsible for any inability to collect from any such employees.

### **27.04 Safety Boots**

For employees who require safety boots to carry out their job and assigned duties, up to two hundred (\$200.00) dollars per annum will be reimbursed to such employees upon presentation of original receipt(s) from the purchase of CSA approved footwear. Employees who so choose may defer the two hundred (\$200.00) dollars until the following year in order to purchase safety boots not to exceed four hundred (\$400.00) dollars and will be required to present the original receipt(s) from the purchase of the CSA approved footwear.

## **ARTICLE 28 TECHNOLOGICAL CHANGE**

### **28.01 Notice of Change**

Glenmore-Ellison Improvement District recognises that it has a responsibility to its employees before the introduction of any technological changes or methods of operation which may adversely affect the continued employment of permanent employees; conditions of employment, wage rates or workloads. In this respect the Employer shall notify the Union of the job description and wage of each position affected which shall be reviewed by the Labour Management Committee prior to any changes being made.

The Employer shall discuss proposed technological change with the Union and will give as much notice as possible to employees affected to give them an

opportunity to train to operate the new machinery or to seek other employment. No permanent employee shall be displaced because of technological change without having received a minimum of four (4) weeks' notice, during which time they will be allowed reasonable time with pay for the purpose of the job interviews.

The Employer further recognises that permanent employees so affected will be given all available opportunities commensurate with seniority and abilities to acquire the necessary knowledge and skills required for retention of their employment.

## **ARTICLE 29   JOB SECURITY**

### **29.01       Contracting Out**

The Union recognizes that the Employer engages sufficient staff and purchases sufficient equipment to maintain a year round operation and that at times the Employer will require the use of contractors beyond the requirement, provided it does not directly result in the layoff of an employee.

## **ARTICLE 30   PRESENT CONDITIONS AND BENEFITS**

All health and welfare benefits which employees now enjoy, receive or possess as employees shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union. Any waiver of contract may not be construed as a continuation of waiver.

## **ARTICLE 31   TERM OF AGREEMENT**

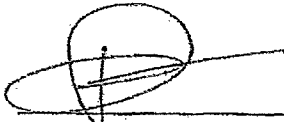
The term and conditions of this Agreement shall be binding and remain in full force and effect from January 1, 2021 to December 31, 2025 and shall continue from year to year hereafter until a new Agreement is reached as provided for in the Statutes of the Province of British Columbia. However, any changes deemed necessary in the Agreement may be made by mutual agreement at any time during the existence of the Agreement.

Either party wishing to negotiate changes, additions or amendments to this Collective Agreement, at renewal time, shall give the other party at least sixty (60) days' notice of such intent.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 29<sup>th</sup> day of DEC., 2021.

**ON BEHALF OF:**

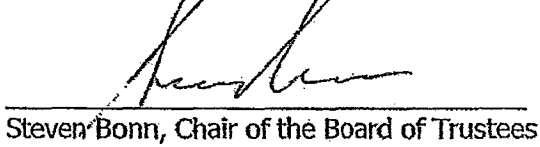
GLENMORE-ELLISON IMPROVEMENT DISTRICT



Dawn Williams, Administrator



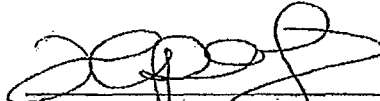
Kevin Burtch, Operations Manager



Steven Bonn, Chair of the Board of Trustees

**ON BEHALF OF:**


CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 338



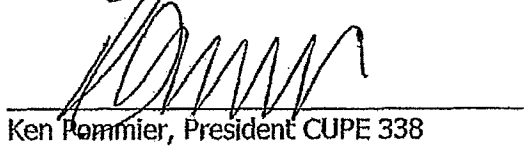
Rachel Champagne, National Representative



Shaun McGaw, Bargaining Committee Member



Danielle James, Bargaining Committee Member



Ken Pommier, President CUPE 338

**SCHEDULE "A"**

**Pay Increase Grid: January 1, 2021 – December 31, 2025**

<b>POSITION</b>	<b>2020</b>	<b>JAN 1, 2021</b>	<b>JAN 1, 2022 2.00%</b>	<b>JAN 1, 2023 2.00%</b>	<b>JAN 1, 2024 2.25%</b>	<b>JAN 1, 2025 2.25%</b>
Project Assistant	\$40.40	\$41.25	\$42.08	\$42.92	\$43.89	\$44.88
Development Clerk	\$27.10	\$32.00	\$32.64	\$33.29	\$34.04	\$34.81
Equip. Operator/Op. Level II	\$33.40	\$35.75	\$36.47	\$37.20	\$38.04	\$38.90
Operator Level III	\$34.72	\$35.75	\$36.47	\$37.20	\$38.04	\$38.90
Operator Level II	\$32.04	\$34.15	\$34.83	\$35.53	\$36.33	\$37.15
Water Quality Tech / Op. Level II	\$36.21	\$36.95	\$37.69	\$38.44	\$39.30	\$40.18
Op. Level I / BackUp Equip. Operator	\$32.70	\$33.75	\$34.43	\$35.12	\$35.91	\$36.72
Office Support Clerk	\$27.10	\$32.00	\$32.64	\$33.29	\$34.04	\$34.81
Meter Tech / Op. Level I	\$30.04	\$32.15	\$32.79	\$33.45	\$34.20	\$34.97

**NOTE:**

Operators will be paid the applicable rate commensurate with their level of certification via the posting procedure.

LETTER OF UNDERSTANDING #1

BETWEEN

THE GLENMORE-ELLISON IMPROVEMENT DISTRICT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 338

**RE: Long Service Recognition**

The Parties hereby agree that the following employee shall receive recognition for his long and dedicated service to Glenmore-Ellison Improvement District in the form of a premium as stated:

- 1) Kelvin Giesbrecht One dollar and fifty cents (\$1.50) per hour worked.  
Effective January 1, 2021

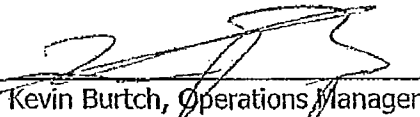
**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 29<sup>th</sup> day of DEC, 2021.

**ON BEHALF OF:**

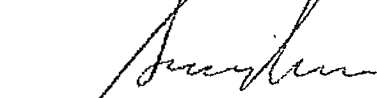
GLENMORE-ELLISON IMPROVEMENT DISTRICT



Dawn Williams, Administrator



Kevin Burch, Operations Manager



Steven Bonn, Chair of the Board of Trustees

**ON BEHALF OF:**

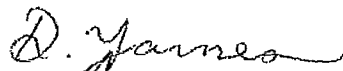
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 338



Rachel Champagne, National Representative



Shaun McGaw, Bargaining Committee Member



Danielle James, Bargaining Committee Member



Ken Pommier, President CUPE 338

**LETTER OF UNDERSTANDING #2**

BETWEEN

THE GLENMORE-ELLISON IMPROVEMENT DISTRICT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 338

**RE: Part Time - % In Lieu / MPP Participation**

Part Time Employees who work less than twenty-four (24) hours per week, and receive eighteen (18%) percent in lieu of benefits as defined under Article 13.02, may participate in the Municipal Pension Plan (MPP), if deemed eligible by MPP Administrators.

In order to accommodate the Employee's request to participate in the Municipal Pension Plan (MPP), all parties agree that the payment of eighteen (18%) percent in lieu will be reduced to nine (9%) percent, to offset the nine (9%) percent currently paid by the Employer as their Contribution to the MPP for this Employee.

The Employer Rate for Contribution is determined by the Municipal Pension Plan, and is adjusted annually. In future years, as this annual Employer Rate for Contribution changes, so will the % in lieu of benefits. The % in lieu value, combined with the MPP Employer Rate, will be adjusted annually to equal eighteen (18%) percent, whether the Employer Rate increases or decreases.

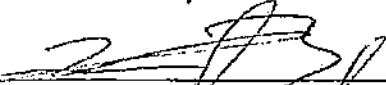
**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 29<sup>th</sup> day of DEC, 2021.

**ON BEHALF OF:**

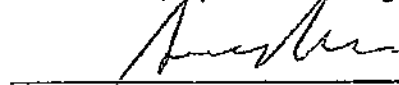
GLENMORE-ELLISON IMPROVEMENT DISTRICT



Dawn Williams, Administrator



Kevin Burch, Operations Manager



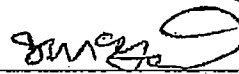
Steven Bonn, Chair of the Board of Trustees

**ON BEHALF OF:**

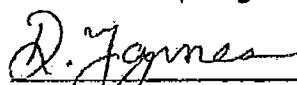
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 338



Rachel Champagne, National Representative



Shaun McGaw, Bargaining Committee Member



Danielle James, Bargaining Committee Member



Ken Pommier, President CUPE 338

**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**THE GLENMORE-ELLISON IMPROVEMENT DISTRICT**

**AND**

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


**RE: Occupational Health and Safety Premium**

The Employer will provide a premium of \$0.50/hr to the employee appointed to be the Worker Health and Safety Representative.

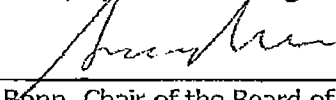
**IN WITNESS WHEREOF** the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 29<sup>th</sup> day of DEC, 2021.

**ON BEHALF OF:**

GLENMORE-ELLISON IMPROVEMENT DISTRICT


  
\_\_\_\_\_  
Dawn Williams, Administrator

  
\_\_\_\_\_  
Kevin Burtch, Operations Manager

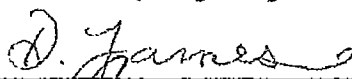
  
\_\_\_\_\_  
Steven Bonn, Chair of the Board of Trustees


**ON BEHALF OF:**

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 338

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

  
\_\_\_\_\_  
Shaun McGaw, Bargaining Committee Member

  
\_\_\_\_\_  
Danielle James, Bargaining Committee Member

  
\_\_\_\_\_  
Ken Pommier, President CUPE 338

# SCHEDULE "B"

## Schedule of Benefits

GEID - Glenmore-Ellison Improvement District

Schedule B

February 1 2021.

RBC Insurance  
Employee Class: 1  
Waiting Period

Policy No. RBC00001178  
All Eligible Employees  
6 months

BENEFITS	DESCRIPTION
<u>Life and AD&amp;D</u> benefit formula overall maximum no evidence maximum Coverage Reduction Termination	1x annual earnings \$150,000 \$150,000 50% at age 65 Earlier of retirement or age 70
<u>Dependent Life</u> spouse amount child amount	\$10,000 \$5,000
<u>Long-Term Disability</u> benefit formula  benefit maximum no evidence maximum waiting period benefit period definition of disability	66.67% of the first \$2,625 of Monthly pre-tax earnings Plus 50% of the remainder \$4,000.00 \$4,000.00 119 days to age 65 2 years "regular occ"
<u>Healthcare</u> single / family deductible out-of-country overall coinsurance drug coinsurance drug reimbursement method drug maximum paramedical coinsurance paramedical per practitioner maximum nursing maximum Best Doctors hospital room	\$0 100% 100% 100% Pay Direct Drug Card unlimited 100% \$500 \$10,000 included semi-private
<u>Vision care</u> deductible Maximum Period eye exams Coverage	\$0.00 \$500 per insured 24 months adult / 12 months child \$75 - 24 months adult / 12 months child Contact lenses, eyeglasses or laser eye correction surgery
<u>Dentalcare</u> deductible coinsurance basic / major annual maximum accidental dental coinsurance recall	\$0 100% basic / 60% major unlimited / \$2,000 100% 1 visit per 6 months

*gm*

*ps*  
*pc*