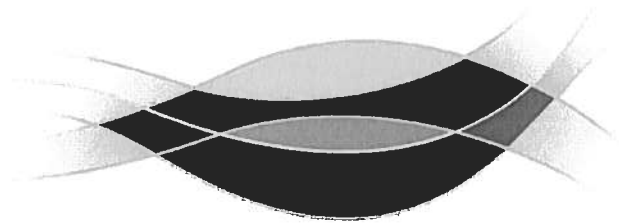


COLLECTIVE AGREEMENT

BETWEEN

DISTRICT OF LAKE COUNTRY



LAKE COUNTRY

Business. The Okanagan Way.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL NO 338



JANUARY 1, 2020 – DECEMBER 31, 2024

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AGREEMENT BETWEEN:

THE DISTRICT OF LAKE COUNTRY
(hereinafter called the "*District*")

AND:

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

PREAMBLE

WHEREAS the *District* is an employer within the meaning of the Labour Relations Code;

AND WHEREAS the *Union* is a trade union within the meaning of said Code and is the bargaining authority for the employees of the District of Lake Country except those exempt positions excluded within the body of this contract;

AND WHEREAS it is the desire of both parties to this Agreement:

- 1) To promote and encourage harmonious relations and settled conditions of employment between the *District* and the *Union*;
- 2) To recognize the mutual value of joint discussions in matters pertaining to working conditions, duties and responsibilities, scale of wages, safety and other related matters;
- 3) To encourage efficiency in operation of the *District* and the services of which it provides to the community;
- 4) To promote the morale, well-being and security of all employees in the bargaining unit of the *Union*; and
- 5) To secure prompt and ethical settlement of grievances through this Agreement.

AND WHEREAS it is desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement:

THEREFORE, the parties agree as follows:

ARTICLE 1 PURPOSE OF THE AGREEMENT

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

The attached Schedules and Letters of Understanding form part of this Agreement.

ARTICLE 2 RECOGNITION

2.01 Bargaining Agent

The *District* recognizes the *Union* as the sole and exclusive bargaining agent for the employees for the purpose of collective bargaining with respect to rates of pay, hours of employment and all other terms and conditions of employment. The *Union* will be responsible for providing to the *District*, the names of current executive members and shop stewards as well as the names of members serving on Joint Committees. The *District* recognizes the right of the *Union* to have the services of a representative from the Canadian Union of Public Employees in any dealings with the Employer.

2.02 Invoiced Leaves of Absence Reimbursement

The *Union* will provide reimbursement to the Employer within thirty (30) days for authorized Leaves of Absence invoiced under Article 28.04 and/or Article 28.05.

2.03 Bargaining Unit Work

Except for emergent, incidental, unanticipated situations, when no direct labour is available or where contracting out is allowed under Article 7 of this Agreement, the *District* will not use non-bargaining unit employees to perform work that is normally performed by bargaining unit employees.

Incidental situations include recreation program instructors whether or not remunerated through payroll.

2.04 Volunteer Workers

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

2.05 Exclusions

The parties recognize that as the District grows and operations change, more excluded and union positions will be created, recognizing the Labour Relations Board's established requirements to exclude positions from a bargaining unit.

ARTICLE 3 MANAGEMENT RIGHTS

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

ARTICLE 4 NO DISCRIMINATION OR VIOLENCE

4.01 No Discrimination

The *District* and its agents agree that there should be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, termination, discipline, dismissal, or otherwise by reason of the race,

colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

The foregoing does not apply:

- a) as it relates to age, to a bona fide scheme based on seniority, or
- b) as it relates to marital status, physical or mental disability, sex or age, to the operation of a bona fide retirement, superannuation or pension plan or to a bona fide group or employee insurance plan, or
- c) with respect to a refusal, limitation specification or preference based on a bona fide occupational requirement.

4.02 Good Faith

An employee shall at all times and in like manner act in good faith toward the employer.

4.03 Violence

All personnel have the right to work without violence or threats of violence. Any complaints, misconduct, or occurrences will be dealt with in accordance with the DISTRICT's policy.

ARTICLE 5 UNION SECURITY AND CHECKOFF OF UNION DUES

5.01 Copies of the Collective Agreement

The *District* shall inform all employees that a Collective Agreement between the *District* and the *Union* is in effect and of the conditions of employment set out in Clauses 5.02 and 5.03 dealing with *Union* security and dues checkoff. The *District* shall give all new employees a copy of the current Agreement at the time of employment.

5.02 Membership in the Union

Every employee who is now or hereafter becomes an employee shall become a member of the *Union* within thirty (30) days and shall maintain their membership in the *Union* as a condition of employment, subject to the Labour Relations Code.

5.03 Assignment of Wages Form

An employee shall, as a condition of employment, complete an Assignment of Wages form, authorizing the *District* to deduct from their earnings and pay to the *Union* the dues, initiation fees and/or assessments as directed by the *Union* in accordance with its constitution and bylaws. The *Union* will promptly provide information in writing to the *District* regarding union dues and/or other assessments including rates, amounts, classifications, exemptions and amendments, and all other information required to properly administer the deduction and remittance of union dues and/or assessments.

5.04 A Charge of Wrongful Deduction of Dues

If an employee charges the *District* with wrongful deduction of dues or levies as per Article 5.03, such charge shall be referred to the *Union*. The *District* shall be indemnified from such charges.

5.05 Remittance

The *District* shall deduct from each salary payment of each employee the union dues as determined by the *Union*. These dues shall be remitted to the *Union* by the fifteenth (15th) of the following month along with a list of the names of all employees from whose wages deductions have been made.

ARTICLE 6 STRIKE AT DISTRICT PREMISES

6.01 Picket Lines

In the event that a legal strike or a legal picket line by a third (3rd) party is set up at any premises, any refusal or failure to cross such picket line by employees shall not be considered a violation of this Agreement nor constitute sufficient grounds for suspension, dismissal or warning of unsatisfactory service.

6.02 Essential Services

In consideration of the provision of this Section, the *Union* agrees to staff during a strike those essential services that are necessary to protect the health, safety or welfare of the citizens, namely, emergency dispatch, fire department emergency call-outs, water and sewer services.

6.03 During Collective Agreement Term

There shall be no strikes or lockouts so long as this Collective Agreement remains in effect.

ARTICLE 7 CONTRACTING OUT

7.01 Right to Contract Out

The *District* has the right to contract out; however, no Full-time employees as of May 2, 1995 will suffer loss of employment as a result of contracting out.

7.02 Should a Position be Contracted Out

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

- a) Place the affected employee(s) in other work consistent with their experience and training if other positions are available in the *District* or;
- b) Provide assistance for job search, counselling and re-training for positions outside of the *District*;
- c) Provide right of first (1st) refusal to submit a contract bid to provide the position, which is the subject of contracting out.

7.03 New Positions

Notwithstanding Clause 14.02 and following consultation with the *Union*, the *District* may contract out any new positions where it deems appropriate.

ARTICLE 8 INDEMNITY

Job related liability protection shall be in accordance with the District of Lake Country Officers and Employees Indemnification Bylaw.

ARTICLE 9 EMPLOYEE CATEGORIES

9.01 Regular Full-time Employee

- a) Defined as working thirty-five (35) hours per week, thirty-seven and one-half (37½) or forty (40) hours per week as the case may be, continuous year round for an indefinite period of time.
- b) Such employee who is absent from work due to sickness, maternity or bereavement, shall remain a Regular Full-time employee.

9.02 Regular Part-time Employee

- a) Defined as working less than thirty-five (35) hours per week, thirty-seven and one-half (37½) or forty (40) hours per week as the case may be, continuous year round for an indefinite period of time.
- b) Such employee who is absent from work due to sickness, maternity or bereavement, shall remain a Regular Part-time employee.
- c) Shall receive seventeen point four (17.4%) percent in-lieu of all benefits, including statutory holidays and will be applied to regular earnings. When enrolled in the Pension Plan the seventeen point four (17.4%) percent in-lieu amount will be reduced by the employer's contribution rate as it fluctuates.

9.03 Term Employee

- a) Defined as working for a finite period of time, up to a maximum of one (1) year. A term may be extended on a case by case basis by mutual written agreement between the Union and the Employer.
- b) Receives no seniority and receives no bidding rights for vacant positions.
- c) If a Term employee becomes a Regular Full-time or Regular Part-time employee in the same position immediately following the end of the term, without break in employment, seniority will be backdated to the first (1st) day of employment as a Term employee. In addition, future vacation entitlement will be based on the first (1st) day as a term, with no adjustment for vacation entitlement received as a Term employee.

- d) Shall receive seventeen point four (17.4%) percent in-lieu of all benefits, including statutory holidays and vacation and will be applied to regular earnings. When enrolled in the Pension Plan the seventeen point four (17.4%) percent in-lieu amount will be reduced by the employer's contribution rate as it fluctuates.
- e) Term employees who have completed a term of greater than six (6) consecutive Full-time equivalent months, and who subsequently obtain permanent or Part-time status in the same position, shall not be subject to a probation or trial period.

9.04

Casual Employee

- a) Defined as all other employee categories, including but not limited to those working on an on-call basis or on a seasonal basis.
- b) Receives no seniority and receives no bidding rights for vacant positions.
- c) Shall receive seventeen point four (17.4%) percent in-lieu of all benefits, including statutory holidays and vacation and will be applied to regular earnings. When enrolled in the Pension Plan the seventeen point four (17.4%) percent in-lieu amount will be reduced by the employer's contribution rate as it fluctuates.
- d) Casual employees who have completed a term of greater than six (6) consecutive Full-time equivalent months, and who subsequently obtain permanent or Part-time status in the same position, shall not be subject to a probation or trial period.

9.05

Student Employee

- a) Defined as those working as a summer student or a co-op student.
- b) Receives no seniority and receives no bidding rights for vacant positions.
- c) Shall receive seventeen point four (17.4%) percent in-lieu of all benefits, including statutory holidays and vacation and will be applied to regular earnings. When enrolled in the Pension Plan the seventeen point four (17.4%) percent in-lieu amount will be reduced by the employer's contribution rate as it fluctuates.

ARTICLE 10 NEGOTIATIONS

10.01 Bargaining Committee

A Bargaining Committee shall be appointed and consist of up to four (4) members of the Employer, plus one (1) employer representative if required. The *Union* shall appoint up to four (4) members plus one (1) representative if required. The Chief Administrative Officer and the President of the *Union* may be Ex-Officio members of this committee.

10.02 Purpose of the Committee

The committee is to develop bargaining proposals for presentation to the other party and to work together in a spirit of co-operation during contract negotiations with the aim of renewing the expired or expiring collective agreement.

10.03 Time Off for Meetings

Any Bargaining Committee member who is in the employ of the *District* shall have the right of attending Bargaining Committee meetings held within working hours without the loss of wages.

ARTICLE 11 EMPLOYEE RIGHTS

11.01 Job Sharing

Employees will have the right to request job sharing when deemed practical. Such requests will be granted at the sole discretion of the *District*.

11.02 Workplace Respect

All employees have the right to enjoy good working relationships with each other and with management. Refer to the *District's* Workplace Respect Policy No. 129 and the *District's* Code of Ethics Policy No. 130.

11.03 Employee Remuneration

Employees will be paid by the *District* in accordance with Schedule A. An employee temporarily re-assigned to a position in a lower paygrade shall continue to be paid at the rate for their regular position.

ARTICLE 12 GRIEVANCE AND ARBITRATION PROCEDURES

12.01 Recognition of Union Stewards and Union Vice President

The Steward and/or Union Vice President may assist any employee, which the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure. Such time shall be recognized as regular time worked, provided approval has been received from the immediate excluded supervisor. Such permission shall not be unreasonably denied.

12.02 Definition of Grievance

Should a dispute arise between the Employer and any employee regarding the interpretation or application of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, an earnest effort shall be made to settle the dispute. All grievances shall be resolved without work stoppage in keeping with the procedures of this Article.

12.03 Pre-Grievance Discussion

The employee shall make an earnest effort to resolve the matter with their supervisor. An employee may attend this meeting with or without a Shop

Steward or Union Vice President. It is understood that any resolutions arrived at during this informal stage are non-binding on the Parties.

12.04

Procedure

Failing a satisfactory settlement of the matter at 12.03 the dispute will be settled in the following manner:

Step 1:

The aggrieved employee(s) shall submit the grievance in writing to their Steward. If the *Union* considers the grievance to be justified, the employee together with the Steward or Union Vice President shall seek to settle the dispute with the employee's immediate supervisor or designate within twenty-five (25) calendar days from the time the allegation became known to the employee or the *Union*. The Supervisor shall respond within seven (7) calendar days of the meeting in Step 1.

Step 2:

Failing resolution at Step 1, the *Union*, if it wishes to pursue the grievance, shall submit the grievance in writing to the Chief Administrative Officer or designate within seven (7) calendar days following the response at Step 1. The Chief Administrative Officer or designate shall meet with the *Union* and the aggrieved employee in an effort to investigate and resolve the grievance. The Chief Administrative Officer or designate shall respond within fourteen (14) calendar days of the meeting in Step 2.

Step 3:

Failing resolution at Step 2, the *Union*, if it is pursuing the grievance to arbitration, shall inform the Chief Administrative Officer in writing within fourteen (14) calendar days following the response at Step 2. Any such Arbitration shall be conducted in accordance with Article 12.06.

12.05

General Application Grievance

Where a dispute involving a question of general application or interpretation occurs, or the *Union* has a grievance, Step 1 of the Procedure may be bypassed.

12.06

Grievance Arbitration

- a) The *District* and the *Union* shall select an arbitrator by mutual agreement. This selection process shall take place within fourteen (14) calendar days of the declared intention to institute arbitration procedures. This period may be extended by mutual agreement. If the parties fail to agree on an arbitrator, either party may apply to the Minister of Labour to appoint an arbitrator.
- b) Upon the selection or appointment, the arbitrator shall fix a date for hearing the grievance.
- c) The award of the arbitrator shall be binding upon the parties, but in no event shall the arbitrator have the power to alter, modify or amend this Agreement in any respect.

- d) The *District* and the *Union* shall each pay one-half (½) of the fees and expenses of the arbitrator.

12.07 District Initiated Grievances

- a) The *District* may submit a grievance in writing to the *Union*, upon receipt of which the Union Vice President shall meet with the Chief Administrative Officer or designate with a view to bringing about a settlement.
- b) If a satisfactory settlement is not reached within fourteen (14) calendar days after the *District* submitted the grievance in writing to the *Union*, the *District* may within a further fourteen (14) calendar days refer the grievance to Arbitration as set out in Article 12.06.

12.08 Amending Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by mutual consent of the parties.

ARTICLE 13 DISCIPLINE, SUSPENSION AND/OR DISCHARGE

13.01 Burden of Proof

In cases of discipline, suspension and/or discharge, the burden of proof of just cause shall rest with the *District*.

13.02 Right to Have a Steward Present

An employee shall have the right to have their Steward or Union Vice President present for any meeting or discussion, which may result in discipline, suspension or discharge.

13.03 Disciplinary Report

Whenever the conduct or the work standard of an employee is of such a nature to warrant disciplinary action, the employee shall be notified in writing by the *District* in a timely manner, with full disclosure of the reasons, grounds for the action, and/or penalty, with a copy to the *Union*.

13.04 Personnel Records

An Employee has the right:

- at any mutually convenient time to have access to and review their personnel record in the presence of a human resources representative;
- to request copies of any material viewed in their personnel record; and
- to respond in writing to any material viewed and have such response form a part of the employee's record.

In any disciplinary matter, the Employer will not refer to events in an employee's personnel file following twenty-four (24) months without a similar infraction.

ARTICLE 14 PROBATIONARY PERIOD

14.01 Probationary Period Time

Each new Regular Full-Time and Regular Part-Time employee hired for any position with the *District* shall be required to serve a full six (6) month probationary period (equivalent full-time hours for part-time), during which time their employment may be terminated if it is considered that said employee is not capable of fulfilling the duties of such position.

14.02 Early Approval

The Chief Administrative Officer may approve the successful completion of probation prior to the end of the full six (6) month term.

ARTICLE 15 JOB POSTING

15.01 Newly Formed or Coming Vacant

- a) In the event of any position within the Bargaining Unit being newly formed or coming vacant, the position will be posted as early as possible on employee bulletin boards in each of the employer's facilities for a minimum of ten (10) working days. The posting may be reduced to five (5) working days with the approval of the *Union*. This is done to ensure that every effort is made to inform employees of any vacancies and enable those interested to make application.
- b) Such notice shall include the following information: nature of position, required education, knowledge, skills, ability, shift, and wage or salary rate.
- c) The Employer is not responsible for individual notification of postings to any employees under any circumstances.
- d) When a posted position is filled, the name of the successful applicant will be provided and copied to the *Union*.

15.02 Seniority

The Parties recognize that job opportunities should increase based on seniority. Therefore, when filling a vacant or new position, the appointment shall be made of the applicant with the most seniority that possesses the required qualifications or equivalents and is capable of performing the duties of the position with minimal training costs to the *District*. Qualifications include skill, knowledge, education and ability.

15.03 Trial Period

When a job vacancy or new position is filled by an existing Regular Full-Time or Regular Part-time employee, the employee concerned shall serve a trial period of three (3) months.

- a) If the employee's performance is determined to be unsatisfactory or if the employee is dissatisfied anytime during the trial period, the employer will

protect their employment and former wage rate by placing the employee in a suitable position if the former position has since been filled.

- b) Notwithstanding the above, if the employee's performance is unsatisfactory, the employer may extend the trial period not to exceed one (1) month.
- c) During the trial period the employee will receive the rate of pay for the position as listed in Schedule A.

ARTICLE 16 SENIORITY

16.01 Qualifying for Seniority

Regular Full-Time and Regular Part-time employees who have successfully completed the probationary period outlined in Article 21 will commence compiling seniority based on their first (1st) day of continuous employment with the *District*.

16.02 Calculation of Seniority

Seniority shall operate on a bargaining unit-wide basis.

Seniority is defined as the accumulated hours worked expressed as Full-time equivalent years based on the following formulae:

**35 hour work week: 37.5 hour work week 40 hour work
week**

$$\frac{\textit{Hours Worked}}{1820} \quad \textit{or} \quad \frac{\textit{Hours Worked}}{1950} \quad \textit{or} \quad \frac{\textit{Hours Worked}}{2080}$$

Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force, vacation preference, and recall, as set out in other provisions of this Agreement.

Notwithstanding the foregoing, seniority for employees inherited through successorship who were not previously covered by a collective agreement will have their seniority calculated as follows:

- a) Seniority with the *District* for the purposes of competing for new positions and vacancies across departments, or
- b) Seniority with the *District*, plus years of service with Winfield Okanagan Centre Irrigation District for the purposes of calculating vacations, layoffs and competitions for positions within the water department.

Term, and Casual, and Student Employees shall not accumulate seniority, or have seniority rights under this Agreement.

16.03

Termination of Seniority

- a) Except as provided in Article 15.03 (b), an employee shall not lose their seniority if absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.
- b) An employee shall lose seniority in the event they:
 - i) are discharged for just cause and not reinstated;
 - ii) resign;
 - iii) are absent from work in excess of five (5) working days without approval, unless it was not reasonably possible to contact the *District* to request such approval;
 - iv) fail to return to work following a layoff, within the period prescribed in Article 16, unless unable to do so because of sickness, or other cause acceptable to the *District*;
 - v) are laid off for a period longer than one (1) year or in accordance with Article 16;
 - vi) assume an exempt position with the *District* and elects to stay in that position beyond one (1) year;
 - vii) accept severance pay under the provisions of Article 32;
 - viii) are absent from work due to illness or accident for a period of sixty (60) months. On a periodic basis within the sixty (60) months, the *District* and the *Union* will meet to review the status, medical prognosis and medical information of the employee. The sixty (60) month period may be extended up to a year or their seniority terminated.

16.04

Seniority List

A seniority list will be prepared and posted annually on or before July 1st in all facilities where employees are employed by the *District*.

ARTICLE 17 LAYOFFS AND RECALLS

17.01

Definition

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

17.02

Roll of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service with the *District*. Employees shall be laid off within their departments in the reverse order of their seniority, provided that there are available employees with seniority who are qualified and willing to do the work of the laid off employees.

17.03 Notice of Layoff

The *District* shall notify employees with seniority rights who are to be laid off, twenty (20) working days before the layoff is to take effect. Employees receiving layoff notice pursuant to this Article shall not displace employees in other job descriptions.

17.04 Recall Procedure

- a) Employees shall be recalled in the order of their seniority, provided the employee is qualified to perform the work.
- b) Such employees shall return to work within five (5) working days (or such longer period as may be mutually agreed upon) after recall notice has been given.

17.05 Maintaining Seniority

Employees will maintain their seniority and be eligible for recall provided they have completed the probationary period as outlined in Article 21 and there have been no periods of layoff greater than twelve (12) months. Employees with one (1) or more years' service will retain recall rights of one (1) additional month for each year of service to a maximum of twelve (12) additional months.

ARTICLE 18 HOURS OF WORK

18.01 Normal Work Pattern

A normal work pattern shall consist of five (5) seven (7) hour days, seven and one-half (7½) hour days or eight (8) hour days as the case may be. No seven (7) hour shift for employees shall be spread over a period longer than eight (8) hours, with one (1) hour off for lunch. Variation of the normal workday may be made by mutual agreement of the *District* and the employee.

It is recognized that facilities, parks, sewer, roads and utility workers' normal work patterns include weekend operations.

While the employer intends to maintain consistent workweek patterns, the parties recognize that in some positions a variation of the normal pattern of work is required from time to time. This requirement will be identified in a position's job description and/or job posting.

Except as provided in Article 17.05, the *Union*, where practical, will be notified of any proposed variation under this clause.

18.02 Forty (40) Hour Work Week Positions

The normal workweek for the following positions will be based on forty (40) hours:

- Assistant Fire Chief;
- Chief Building Inspector;
- Chief Operating Engineer

- Deputy Chief Building Inspector;
- Engineering Technician I, II;
- Parks and Facilities Operator I, II;
- Facilities Custodian;
- Parks and Facilities Superintendent;
- Facilities Maintenance Operator;
- Parks & Facilities Maintenance Operator;
- Fire Department Maintenance Operator;
- Fire Inspector;
- Gardener;
- GIS Coordinator;
- Landscape Construction Technician;
- Landscape Design Technician;
- Parks Foreman;
- Process & Instrument Technician I, II, III, IV;
- Public Works Crew Leader;
- Public Works Operator I and II;
- Roads Superintendent;
- Senior Engineering Technician;
- Support Analyst;
- Utility Operator I, II, III, IV;
- Utility Superintendent;
- Wastewater Crew Leader;
- Wastewater Operator I, II, III, IV;
- Water Quality Technician.

Normal workweek hours for new positions will be as posted.

18.03 Thirty-seven and One Half (37½) Hour Work Week Positions

The normal workweek for the following positions will be based on thirty-seven and one half (37½) hours:

- Recreation & Customer Services Supervisor
- Financial Analyst & Services Supervisor

Normal workweek hours for new positions will be as posted.

18.04 Schedule Patterns

The *District* may implement schedules that apply over a period of twenty-six (26) weeks that form a pattern that repeats over a period of not more than eight (8) consecutive weeks and under which the employees covered by the work schedules are to work an average of not more than forty (40) hours per week at the employee's regular rate.

18.05 Rest Period

All employees will be permitted a fifteen (15) minute paid rest period in each half (1/2) of the work day and a one (1) hour unpaid lunch break in the middle of the shift, or as otherwise agreed upon by the *District* and the employee.

18.06 Revisions of Hours of Work

Notwithstanding Article 17.01, the employer may temporarily revise an employee's hours of work.

Regular Full-time and Regular Part-time employees will receive a minimum of seven (7) calendar days' notice of any change in their normal work schedule.

Prior to assigning evening work, the employer will consult with the employee and will make reasonable accommodation where the employee's personal circumstances preclude evenings.

18.07 Reporting for work

In the event that a Regular Full-time or Regular Part-time employee reports for work but is sent home before or after commencing work, they shall be paid for a minimum of two (2) hours at regular rates. This Article will not apply where an employee has been sent home for disciplinary reasons.

Notwithstanding the above, employees will not be provided a minimum in excess of their scheduled shift or in circumstances where the employee determined their shift.

ARTICLE 19 PREMIUM RATES

Compensation under this Article is not part of regular hours worked, and is not subject to or used in the calculation of seniority or benefits, including but not limited to vacation accrual, wellness accrual, group life and Long Term Disability (LTD). This compensation is not overtime pay and is not eligible for banking to be taken as time off in lieu of payment.

19.01 Shift Premium

A shift premium of one dollar (\$1.00) per hour will be paid for all non-overtime hours worked after 6:00 pm and before 6:00 am. This premium will be paid for the complete shift when a majority of said shift falls within premium hours. Casual employees are not eligible for a shift premium.

19.02 Standby

The *District* is responsible for setting and approving standby assignments and schedules.

Compensation will be provided to an employee who is required to be on standby at times other than their regular shift at a minimum of two (2) hours for each day at their regular rate on work days and three (3) hours on days of rest and statutory and District-approved holidays whether or not the employee is called out, effective (November 4, 2020).

This provision applies to those employees required to be on standby on their regularly scheduled work day, their regular day of rest and statutory and District-approved holidays.

ARTICLE 20 CALL-OUTS

An Employee who:

- Is called back to work after they have completed their normal day's work and has left the District's premises, or
- Is called in to work before their regular starting time,

shall be paid double (2x) time for all hours worked. Such employee shall be guaranteed a minimum of two (2) hours pay, except when the call-out extends into an employee's normal work day.

ARTICLE 21 OVERTIME PAY

21.01 Overtime Defined

All time worked in excess of seven (7) hours in one (1) day or thirty-five (35) hours in one (1) week [or seven and one half (7½) hours in one (1) day or thirty-seven and one half (37½) hours in one (1) week, or eight (8) hours in one (1) day or forty (40) hours in one (1) week, as the case may be], or outside the scheduled hours constituting any employee's normal work day or week, as is contemplated in Article 17.01 or 17.05 shall be considered overtime and shall be paid for as follows:

- a) On an employee's normal work day, time and one-half (1.5x) for the first (1st) two (2) hours and double time (2x) thereafter;
- b) On an employee's day of rest, double time (2x);
- c) The Regular Full-time, Regular Part-time or Term employee has the exclusive option to take compensatory time off in lieu of payment by banking the overtime, with such time off to be authorized by the Department Head. The following limitation applies to banked overtime:
 - i) An employee may not have at any time an accumulated banked overtime balance of more than:
 - Seventy (70) hours based on a seven (7) hour work day;
 - Seventy-five (75) hours based on a seven point five (7.5) hour work day;
 - Eighty (80) hours based on an eight (8) hour work day.

Unused banked time may be carried over into the next calendar year. All overtime over and above the limitation on banked overtime will be paid out at the applicable rates. Any unused overtime over the 70/75/80 hours in the employee's bank as of December 31st of a calendar year will be calculated and any unused balance over the 70/75/80 hours will be paid out in the first pay period of December of the following year. (An overtime bank is calculated on December 31st. Any used overtime from this balance that has neither been taken in time off nor as a lump sum prior to the first

pay period of December of the year following, will be paid out at the employee's current rate of pay).

- d) All overtime where and when possible must be authorized in advance by the Department Head. An employee shall not receive overtime pay for any overtime work unless authorization by the Department Head is given.

21.02 No Pyramiding

There shall be no pyramiding of overtime and premium rates of compensation. This restriction does not apply to Article 36 - Lead Hand Rate.

21.03 Meal Allowance

A meal allowance of up to twenty-five (\$25.00) dollars with original receipts will be reimbursed when an employee is required to work three (3) hours or more of unanticipated overtime, without a meal break, immediately following a normal work shift.

ARTICLE 22 VACATIONS

22.01 Vacation Period and Entitlement

The annual vacation period and entitlement is based on a full calendar year of January 1st to December 31st.

Vacation days are credited to employees prior to being earned at the beginning of the year, or in the case of new employees, upon hiring.

Upon termination of employment, all unused vacation will be paid out to the employee on the last pay. If an employee has negative vacation then this amount will be deducted off the last pay.

Employees who leave the employ of the *District* during a calendar year will only be credited with vacation entitlement that has accrued up to the date they terminate employment with the *District*.

For Regular Full-time employees, the vacation entitlement for each full calendar year is as follows:

Start through 4 th calendar year	3 weeks (15 days)
5 th through 13 th calendar year	4 weeks (20 days)
14 th through 20 th calendar year	5 weeks (25 days)
21 st calendar year and after	6 weeks (30 days)

Vacation allotment in the calendar year of hiring will be 3 weeks, prorated from the start date to the end of the calendar year.

22.02 Vacation During Leave

For all leaves of absence where the employee is not paid directly from the *District* (such as maternity/parental leave, leave without pay, Long Term Disability, WCB) over one (1) month in duration, vacation does not accrue, except for maternity/parental leave but only when the employee returns to work after the maternity/parental leave.

An employee who is on Long Term Disability Benefits and who participates in a Return to Work Program will earn vacation on a prorated basis. Vacations may be earned only for that period on the Program immediately before an employee's return to Full-time active employment.

22.03 Maximum Length of Vacation

No employee shall take more than fifteen (15) days of vacation time off at any one (1) time without the approval of the Chief Administrative Officer.

22.04 Carry-Over of Unused Vacation

Upon written notification to the Chief Financial Officer, an employee may carry over a maximum of ten (10) days' vacation time to the next year.

Upon written notification to the Chief Financial Officer, an employee may request the pay out of a maximum of ten (10) days' vacation time per calendar year.

Remaining vacation allotment must be scheduled.

22.05 Preference In Vacation

- a) Employees wishing to exercise their seniority in the selection of vacation must submit their preferences to their supervisor by February 28th each year. Seniority will apply only to vacation requests submitted within this time limit. Employees may select blocks of vacation days of up to three (3) weeks for consideration. Supervisors will allocate employee's requests based on seniority to a maximum of three (3) weeks per employee. After considering the first (1st) choice and granting a block from each employee who has applied, additional blocks will be considered. When dates conflict and where two (2) or more employees cannot be allowed to take their vacation at the same time, then seniority shall prevail. The employer will have the final determination in approving requests.
- b) Vacation requests received subsequent to February 28th will be granted on a first-come first-served basis subject to operational needs.
- c) For the purposes of this article a block of vacation days means consecutive work days.

Notwithstanding (a) and (b) above vacations will be granted by mutual agreement between the employee and the employer.

22.06 Serious Illness or Bereavement During Vacation

Where during any period of vacation a Full-time employee becomes seriously ill or is granted bereavement leave, the period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date. The scheduling shall be mutually agreed. The Employer may require from the employee proof of serious illness.

ARTICLE 23 HOLIDAYS

23.01 Statutory Holidays & Approved Holidays by the District List

All Regular Full-time employees shall receive one (1) day off with pay on the holidays listed below and any other day proclaimed by the Federal or Provincial Government as a statutory holiday.

Statutory Holidays

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

Additional Approved Holidays by the Employer

Easter Monday	Boxing Day
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23.02 When Falls on a Saturday or Sunday

Where a holiday as listed in Article 23.01 falls on a Saturday or Sunday, the parties will mutually agree whether to observe the holiday on the Friday or the Monday. The schedule for holidays falling on Saturday or Sunday including the Christmas closure period will be posted as early as possible each year.

23.03 Working on a Holiday

All employees required to work holidays as listed in Article 23.01 will be paid double (2x) time for all hours worked plus regular pay for those days.

23.04 Holiday on Day of Rest

If a holiday as listed in Article 23.01 falls on a shift worker's day of rest, the employee shall be paid regular shift hours for the holiday.

ARTICLE 24 EMPLOYEE BENEFIT PLANS

24.01 Group Medical Services Plan

The following rules and regulations governing the Group Medical Services Plan shall apply to all Regular Full-time employees of the *District* covered by this Agreement:

- a) Participation by all of the above-noted employees shall be compulsory except those employees that shall be granted exemption upon producing satisfactory evidence that similar benefits are provided by said employee's *spouse* (as defined in Schedule B).
- b) The employee shall be enrolled effective the first (1st) day of the first (1st) full month of service.

- c) Premium costs of the Group Medical Services Plan shall be paid one hundred (100%) percent by the *District*.
- d) An employee's medical coverage shall cease one (1) calendar month following the date upon which their employment with the *District* terminates for any reason.

24.02 Group Dental Plan

The following provisions governing the Group Dental Plan, in addition to those set by the benefit carrier, shall apply to all Regular Full-time employees of the *District*:

- a) Participation by all of the above-noted employees shall be compulsory except those employees that shall be granted exemption upon producing satisfactory evidence that similar benefits are provided by said employee's *spouse* (as defined in Schedule B).
- b) The employee shall be enrolled effective the first (1st) day following the completion of three months' employment.
- c) Premium costs of the group Dental Plan shall be paid one hundred (100%) percent by the *District*.
- d) Plan A (Basic) one hundred (100%) percent coverage;
Plan B (Major Restorative) sixty-five (65%) percent coverage;
Plan A & B combined annual maximum two thousand five hundred (\$2,500) dollars per family member;
Plan C (Orthodontics) fifty (50%) percent coverage with a lifetime maximum of three thousand (\$3,000);
- e) The employee's dental coverage shall cease on the last day in which their employment terminates for any reason.

24.03 Group Life Insurance, Accidental Death & Dismemberment, Dependant Life

The following provisions governing the life insurance, accidental death and dismemberment (AD&D) and dependent life benefit plans, in addition to those set by the benefit carrier, shall apply to all Regular Full-time employees of the *District*:

- a) Participation by all of the above-noted employees shall be compulsory.
- b) The employee shall be enrolled effective the first (1st) day following the completion three months' employment.
- c) Premium costs of the plans shall be paid fifty (50%) percent by the *District* and fifty (50%) percent by the employee.
- d) Group Life and AD&D coverage of two (2) times annual earnings up to a maximum of one hundred fifty thousand (\$150,000) dollars; Dependent Life coverage of five thousand (\$5,000) dollars for spouse and two thousand five hundred (\$2,500) dollars for each dependent child.

- e) The employee's coverage shall cease on the last day in which their employment terminates for any reason.

24.04 Extended Health Benefit Plan

The following provisions governing the Extended Health Benefit Plan, in addition to those set by the benefit carrier, shall apply to all Regular Full-time employees of the *District* covered by this Agreement:

- a) Participation by all of the above-noted employees shall be compulsory except those employees that shall be granted exemption upon producing satisfactory evidence that similar benefits are provided by said employee's spouse.
- b) The employee shall be enrolled effective the first (1st) day following the completion of three months' employment.
- c) Premium costs of the plans shall be paid one hundred percent (100%) percent by the *District* effective (November 4, 2020).
- d) Prescription drugs at one hundred (100%) percent reimbursement, including pay direct drug card, except the employee will pay the dispensing fee;
- e) Vision Care at four hundred (\$400) dollars every twenty-four (24) months for adult and four hundred (\$400) dollars every twelve (12) months for qualified dependent children under eighteen (18); Eye Exam at eighty (\$80) dollars every twenty-four (24) months.
- f) Para-medical coverage as follows:
- Massage therapist, Chiropractor, Physiotherapy, Acupuncture, Naturopath, Osteopath, Podiatrist, Speech Therapist combined one thousand two hundred (\$1200) dollars yearly maximum;
 - Psychologist, Social Worker and Registered Clinical Counsellor combined one thousand (\$1000) dollars yearly maximum.
- g) The employee's coverage shall cease on the last day in which their employment terminates for any reason.

24.05 Long Term Disability (LTD) Plan

The following provisions governing the long term disability plan, in addition to those set by the benefit carrier, shall apply to all Regular Full-time employees of the *District*.

- a) Participation by all of the above-noted employees shall be compulsory.
- b) The employee shall be enrolled effective the first (1st) day following the completion of three months' employment.
- c) Premium costs of the plan shall be paid one hundred (100%) percent by the employee.

- d) Coverage at sixty-seven (67%) percent monthly earnings up to three thousand five hundred (\$3,500) dollars after one hundred nineteen (119) day waiting period.
- e) The employee's coverage shall cease on the last day in which their employment terminates for any reason.

ARTICLE 25 PENSION PLAN

The Public Sector Pension Plans Act applies to the *District* and its employees.

The parties agree to move the eligible employees in Fire Services from Group 2 to Group 5 pension plan. All associated costs will be in accordance with the Municipal Pension plan rules.

ARTICLE 26 WELLNESS LEAVE

26.01 Definition

Wellness leave means the number of working hours an employee is permitted to be absent from work without loss of pay to attend to the physical and mental health needs of the employee or of an immediate family member. This does not include leave that is compensable under the provisions of the Workers' Compensation Act.

26.02 Annual Wellness Leave

All Regular Full-time and Regular Part-time employees covered by this Agreement shall be granted wellness leave on a pro-rated basis up to a maximum of twelve (12) working days each year, based on the current amount for Full-time.

26.03 Wellness Leave Bank Maximum

- a) Unused wellness leave may be accumulated by a Regular Full-time employee up to a maximum of one hundred (100) days.
- b) Unused wellness leave may be accumulated by a Regular Part-time employee up to a maximum of one hundred (100) days prorated to normal workweek.

26.04 Wellness Leave WCB Reimbursement

When an employee is on a WCB claim and the *District* pays the employee for wellness leave, the *District* will credit the employee's wellness bank for the amount received from WCB in proportion to the employee's salary and benefits.

26.05 Supplemental Unemployment Benefit (SUB) Bank

- a) The Supplemental Unemployment Benefit Bank (the Bank) is designed as a safety net for Regular Full-time and Regular Part-time employees who have completed their probation, and have six hundred (600) hours of insurable employment to provide added protection for any period of

serious illness prior to becoming eligible for Long Term Disability (LTD). It cannot be accessed for serious illness of family members or others.

- b) The Bank is not accessible to employees who are denied eligibility and/or fail to utilize Employment Insurance Benefits.
- c) Access to the Bank will be cut off after one hundred and nineteen (119) calendar days for any one (1) occurrence.
- d) It is the employee's responsibility and at their cost to provide adequate verification of their eligibility for the bank including submitting the applicable *District* forms completed by their healthcare provider(s) and verification of EI benefits in order to access the provisions of the Bank.
- e) The Human Resources and Finance Departments will jointly administer and ensure compliance with these terms.
- f) Employees noted in (a), who are unable to work due to a period of Serious Illness lasting or expected to last eighteen (18) business days or more and who have exhausted their personal accumulated wellness leave must request a Record of Employment from the Finance Department, submit a SUB application to the Human Resources and Safety Manager and apply for Employment Insurance benefits.
- g) The SUB Bank will pay employees zero (0%) percent of full pay during the one (1) week employment insurance waiting period and thirty-five (35%) percent of full pay while they are in receipt of employment insurance benefits to a maximum of fifteen (15) weeks in any one (1) occurrence. An employee's annual wellness leave is eligible to cover the waiting period.
- h) Employees who have accessed the SUB bank and are reimbursed by a Third (3rd) Party will repay one hundred (100%) percent of the recovered value for the SUB they have received. This repayment is due at the time reimbursement is received by the employee. If not reimbursed, there is no repayment required.
- i) SUB payments are not insurable earnings, therefore no employment insurance premiums will be deducted, however all other usual deductions will continue including pension contributions as SUB payments are pensionable service.
- j) Annual wellness leave is accrued as a percentage of regular earnings, therefore employees will only accrue wellness leave based on the pro-rated thirty-five (35%) percent SUB payment amount.

ARTICLE 27 PREGNANCY & PARENTAL LEAVE

Employees shall be granted a pregnancy or parental leave under the provision of the Employment Standards Act and subject to the limitations of the *District's* benefit carriers or the Pension Corporation of British Columbia. The employee shall submit to the Chief Administrative Officer a written request for leave,

except when unavoidable, at least one (1) month prior to the commencement of such leave.

ARTICLE 28 LEAVES OF ABSENCE

28.01 Requests for Leave of Absence

An employee may in writing request a leave of absence without pay for good and sufficient reasons, such leave shall be granted at the discretion of the Chief Administrative Officer.

28.02 Cost of Benefits During Unpaid Leave

- a) For leaves under Article 27, leaves related to LTD, or unpaid wellness leaves the employee maintains responsibility for their share of benefit costs.

The employer maintains their cost share of benefits for up to a maximum of two (2) years on LTD and then the employee assumes the full responsibility for all group benefit premiums.

- b) For non-medical leaves (e.g. unpaid vacation, sabbatical) greater than five (5) working days, the employee assumes responsibility for both the employer and employee benefit costs.
- c) For any approved leave of absence the continuation of benefits will be subject to complying with these rules as well as those of the benefit plans.

28.03 Bereavement Leave

- a) An employee shall be granted leave with pay, to a maximum of three (3) days, in the event of a death in the employee's family. Family shall include: spouse, son, daughter, father, mother, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, step child, grandchild, step parent, fiancée, son-in-law, daughter-in-law, sister-in-law, brother-in-law and other persons subject to the approval of the Chief Administrative Officer.
- b) A maximum of two (2) additional days leave without loss of pay or benefits will be granted in the event of the death of an employee's spouse, son, daughter, father, mother, brother or sister, and other persons subject to the approval of the Chief Administrative Officer.
- c) One half (½) day of an employee's regular work day, up to a maximum of four (4) hours shall be granted without loss of pay to attend the funeral of a close friend, a relative not listed above, or to serve as a pall bearer. This provision shall not apply to scheduled days off.

28.04 Unpaid Leave for Full-time Public or Union

- a) The *District* recognizes the right of an employee to participate in public affairs. Therefore, the employee must give notice in writing of their intention to consent to nomination. The *District* must allow a leave of absence for a minimum of the nomination period without pay or loss of

seniority, so that the employee may be a candidate in a federal, provincial, or municipal election. The Chief Administration Officer may approve a longer leave of absence. An employee who is elected to public office must resign from the *District* prior to being sworn in or assuming office.

- b) An employee who is elected to a Full-time position with the *Union* or selected for a Full-time position with the *Union* shall be granted leave of absence without pay or loss of seniority for the duration of their office. Renewal of such leave shall be subject to the approval of the Chief Administrative Officer.

28.05 Leave of Absence for Union Functions

In addition to leaves allowed under Article 28.04, at the request of the *Union*, and by mutual agreement between the *District* and the *Union*, leave of absence with pay, and without loss of seniority will be granted to Employees to attend *Union* courses, conventions, or other bona-fide meetings of the Canadian Union of Public Employees. Upon completion and approval of the leave form, the *District* will continue to pay and provide benefits to the employee and will be reimbursed by the *Union* for such costs.

ARTICLE 29 TRAINING COURSES AND PROGRAMS

Employees attending courses shall be subject to the following:

- a) The training course or program must be department related and approved by the Department Head.
- b) The training course or program must demonstrate a substantial value in improving job skills.
- c) The Department Head shall be satisfied that the employee's current work program is up-to-date and that their position is being covered by another staff member.
- d) The training course or program must be successfully completed.
- e) Training at the request of the employee will be documented on a training form prior to attending any course which will confirm the reason for the request, the employee's signature and, if approved, the signature of the Department Head.
- f) Should the employee leave the employment of the *District* within one (1) year following the successful completion of the course, the employee shall refund on a pro-rata basis the course/program fee if the training was at the request of the employee.
- g) Employees are not entitled to overtime provisions for travel or attendance under Article 29 or Article 30.
- h) In conjunction with the current Annual Performance Review & Development Plan, employees may be considered for individual training to support development, outside of their training required to maintain

their position. In doing so, the *District* will consider the following factors in this order:

- 1) Budget
- 2) Operational requirements
- 3) Previous opportunity for training
- 4) Seniority within the department

A District Training Roster will be available to all employees on request.

Employees shall receive an Annual Performance Review & Development Plan.

ARTICLE 30 TRAVEL EXPENSES

Travel expenses for travel, lodging, meals, and registration, etc. will be paid in accordance with District of Lake Country policy.

ARTICLE 31 PRIVATE CAR ALLOWANCE

When an employee is required and has been authorized to use their privately owned motor vehicle on *District* business, the employee shall be governed by *District* Policy.

ARTICLE 32 SEVERANCE PAY

32.01 Severance Pay Eligibility

Regular Full-time and Regular Part-time employees with five (5) years or more of continuous service with the *District* are eligible for severance pay when:

- a) the employee is unable to continue in their job because of non-compensable injury or illness, mental or physical condition, or
- b) the employee becomes redundant due to the introduction of new methods, equipment or re-organization.

The *District* will endeavour to place such an employee in other work consistent with their mental or physical condition or other qualifications and will endeavour to provide any necessary training or re-training. Should the employee refuse to be placed in such other work or to undergo training, they shall not be entitled to severance pay.

32.02 Severance Pay shall be based on the following:

- a) One (1) week's pay for each year of service.
- b) The amount of Severance Pay to which an employee shall be entitled shall not exceed ten (10) weeks.
- c) The provisions of the Employment Standards Act will apply where the benefits applicable are superior to those within the Collective Agreement.

ARTICLE 33 VALID DRIVER'S LICENSE

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

ARTICLE 34 SAFETY OF EMPLOYEES

34.01 Influence of Alcohol or Drugs

If, in the opinion of a Department Head or other supervisor, an employee is under the influence of alcohol or drugs, either by detecting it on their breath or by some other manner of detection or observation, the Department Head or Supervisor shall without delay suspend the employee for one (1) day without pay and require that they leave the work place. The Supervisor shall make the necessary arrangements to get the employee home.

Following the suspension, the Department Head or Supervisor shall immediately inform the Chief Administrative Officer and the Union Vice President of the action taken.

34.02 Safety Committee

A Safety Committee shall be set up as required by the provisions of WorkSafe BC. The *District* and the *Union* shall each appoint members to this Committee. Meetings shall be held during working hours, as required, or at the request of the chair(s).

34.03 Safety Boots

If required to carry out their job and assigned duties, as determined by the Human Resources and Safety Manager, Safety Committee or WorkSafe BC, up to one hundred fifty (\$150) dollars per twelve (12) months to reimburse the cost of CSA approved safety boots will be provided to a Regular Full-time or Regular Part-time employee. Employees who so choose may defer the one hundred fifty (\$150) dollars until the following year in order to purchase safety boots not to exceed three hundred (\$300) dollars over the twenty-four (24) month period. Reimbursement for the expense will only be released after successful completion of probation.

34.04 Basic Rain Gear

The *District* shall provide basic rain gear for outside crews including jackets, pants, and hats.

ARTICLE 35 JURY DUTY

A Regular Full-time or Regular Part-time employee required to serve as a juror or obey a subpoena as a court witness shall be granted leave with pay to fulfill

such obligation. The employee shall provide proof of such required service and shall pay to the *District* any fees received for such service.

ARTICLE 36 LEAD HAND RATE AND LEAD OPERATOR

36.01 Lead Hand Rate

When necessary to provide direction, a lead hand shall be appointed by the Supervisor or Department Head to do the same work as other employees but shall, in addition, supervise that group of employees.

A lead hand shall receive a differential of one (\$1) dollar per hour in addition to the employee's regular rate of pay.

36.02 Lead Operator Premium

The employer will designate lead operator(s) in accordance with the operating permit requirements for the following systems:

- 1) Wastewater collection
- 2) Wastewater treatment
- 3) Water treatment
- 4) Water distribution

For each system, the designated lead operator will receive one (\$1) dollar per hour premium in addition to the employee's regular rate of pay. (Retroactive to January 1st, 2020)

ARTICLE 37 JOB EVALUATION MAINTENANCE PROCEDURES

37.01 Joint Job Re-evaluation Committee

The Joint Job Re-evaluation Committee (JJRC) shall attempt to make decisions regarding the appropriate pay grade through the re-evaluation of substantively changed jobs.

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

The decision shall be final and binding on the parties.

37.02 Request to Revise Job Descriptions

An employee who feels the position has changed enough to warrant an increase may request in writing that the Human Resources Department, in concert with the appropriate Department Head, revise their job description.

Revised job descriptions are reviewed as necessary. If required, the JJRC may call on the Department Head and/or employee for any clarification required in making a decision. If the Committee is unable to come to an agreement, the avenue of resolution is as above.

37.03 Management's Exclusive Right

Following consultation with the *Union*, it is management's exclusive right to set the final pay grades for newly established positions.

ARTICLE 38 GENERAL

38.01 Tools

The *District* shall supply all tools and equipment required by employees in the performance of their duties.

ARTICLE 39 WAGES

Probationary employees shall be paid at 90% of the rate of pay during the probation period.

ARTICLE 40 TERM OF AGREEMENT

40.01 Dates of Agreement

This agreement, unless changed by mutual agreement of both Parties hereto, shall be in force and effect from January 1, 2020 until December 31, 2024, and thereafter from year to year subject to Section 40.02 below.

40.02 Continue in Full Force and Effect

The present agreement shall continue in full force and effect until:

- a) the *Union* commences a legal strike;
- b) the *District* commences a legal lockout; or
- c) the parties enter into a new Collective Agreement.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 16th day of JUNE, 2021.

ON BEHALF OF:

DISTRICT OF LAKE COUNTRY



Tanya Garost,
Chief Administrative Officer



Matthew Salmon
Director of Engineering & Environmental Services

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 338



Rachel Champagne
CUPE National Servicing Representative



Kerri Pommier
CUPE Local 338 President



Annie Lynch
CUPE Local 338 Vice-President

SCHEDULE "A" – WAGE RATES

PAY GRADE	Rates effective April 1st each year	2019	2020	2021	2022	2023	2024
	POSITION		2.00%	2.00%	2.00%	2.25%	2.50%
16	Chief Building Inspector	\$44.94	\$45.84	\$46.76	\$47.69	\$48.77	\$49.99
15	Deputy Chief Building Inspector	\$43.97	\$44.85	\$45.75	\$46.66	\$47.71	\$48.90
14	Parks & Facilities Superintendent Roads Superintendent Utility Superintendent Financial Analyst & Services Supervisor Senior Planner Senior Engineering Technician GIS Coordinator Building Inspector II	\$41.77	\$42.61	\$43.46	\$44.33	\$45.32	\$46.46
13	Assistant Fire Chief Planner Process & Instrument Tech IV Support Analyst Wastewater Crew Leader	\$39.52	\$40.31	\$41.12	\$41.94	\$42.88	\$43.95
12	Fire Inspector Development Technician II Engineering Technician II Parks Foreman Cultural Development Co-ordinator WWTP Operator IV Utility Operator IV Landscape Design Technician Public Works Crew Leader Financial Analyst Landscape Construction Technician	\$37.42	\$38.17	\$38.93	\$39.71	\$40.60	\$41.62
11	Chief Operating Engineer Recreation & Customer Services Supervisor Water Quality Technician Bylaw Services Officer Process & Instrument Tech III Plan Checker / Building Inspector	\$35.46	\$36.17	\$36.89	\$37.63	\$38.48	\$39.44
10	Engineering Technician I Fire Department Maintenance Operator Utility Operator III Process & Instrument Tech II Recreation Coordinator WWTP Operator III	\$33.53	\$34.20	\$34.88	\$35.58	\$36.38	\$37.29
9	RCMP Exhibit Clerk Leisure Services Coordinator Utility Operator II WWTP Operator II Parks & Facilities Op II Process & Instrument Tech I Planning Technician	\$31.78	\$32.42	\$33.06	\$33.73	\$34.48	\$35.35

	Protective Services Admin Gardener						
8	Accounting Clerk II Community Services Technical Clerk Parks & Facilities Operator RCMP Detail Clerk Utility Operator WWTP Operator	\$30.06	\$30.66	\$31.27	\$31.90	\$32.62	\$33.43
7	Accounting Clerk Corporate Services Clerk Facilities Maintenance Operator Public Works Operator II	\$28.48	\$29.05	\$29.63	\$30.22	\$30.90	\$31.68
6	Customer Service Clerk Community Services Clerk Emergency Services Clerk Engineering Services Clerk Infrastructure Clerk Parks and Recreation Clerk Public Works Operator I	\$26.98	\$27.52	\$28.07	\$28.63	\$29.28	\$30.01
5	Receptionist	\$25.52	\$26.03	\$26.55	\$27.08	\$27.69	\$28.38
4	Facilities Custodian	\$24.14	\$24.63	\$25.12	\$25.62	\$26.20	\$26.85
3	Office Assistant	\$22.90	\$23.36	\$23.83	\$24.30	\$24.85	\$25.47
2		\$21.66	\$22.09	\$22.54	\$22.99	\$23.50	\$24.09
1		\$20.52	\$20.93	\$21.35	\$21.77	\$22.26	\$22.82
	Student - Technical	\$18.75	\$19.00	\$19.25	\$19.50	\$19.75	\$20.00
	Student - Non-Technical	\$16.75	\$17.00	\$17.25	\$17.50	\$17.75	\$18.00

Note: Term and Casual employees are hired at full wage

**SCHEDULE "A" – WAGE RATES
6 MONTH PROBATION WAGE RATES**

PAY GRADE	POSITION	2020	2021	2022	2023	2024
16	Chief Building Inspector	\$41.26	\$42.08	\$42.93	\$43.89	\$44.99
15	Deputy Chief Building Inspector	\$40.36	\$41.17	\$42.00	\$42.94	\$44.01
14	Parks & Facilities Superintendent	\$38.34	\$39.11	\$39.89	\$40.79	\$41.81
	Roads Superintendent Utility Superintendent Financial Analyst & Services Supervisor Senior Planner Senior Engineering Technician GIS Coordinator Building Inspector II					
13	Assistant Fire Chief Planner Process & Instrument Tech IV Support Analyst Wastewater Crew Leader	\$36.28	\$37.00	\$37.75	\$38.59	\$39.56
12	Fire Inspector Development Technician II Engineering Technician II Parks Foreman Cultural Development Co-ordinator WWTP Operator IV Utility Operator IV Landscape Design Technician Public Works Crew Leader Financial Analyst Landscape Construction Technician	\$34.35	\$35.04	\$35.74	\$36.54	\$37.46
11	Chief Operating Engineer Recreation & Customer Services Supervisor Water Quality Technician Bylaw Services Officer Process & Instrument Tech III Plan Checker / Building Inspector	\$32.55	\$33.20	\$33.87	\$34.63	\$35.50
10	Engineering Technician I Fire Department Maintenance Operator Utility Operator III Process & Instrument Tech II Recreation Coordinator WWTP Operator III	\$30.78	\$31.40	\$32.02	\$32.74	\$33.56
9	RCMP Exhibit Clerk Leisure Services Coordinator Utility Operator II WWTP Operator II Parks & Facilities Op II	\$29.17	\$29.76	\$30.35	\$31.04	\$31.81

	Process & Instrument Tech I Planning Technician Protective Services Admin Gardener					
8	Accounting Clerk II Community Services Technical Clerk Parks & Facilities Operator RCMP Detail Clerk Utility Operator WWTP Operator	\$27.60	\$28.15	\$28.71	\$29.36	\$30.09
7	Accounting Clerk Corporate Services Clerk Facilities Maintenance Operator Public Works Operator II	\$26.14	\$26.67	\$27.20	\$27.81	\$28.51
6	Customer Service Clerk Community Services Clerk Emergency Services Clerk Engineering Services Clerk Infrastructure Clerk Parks and Recreation Clerk Public Works Operator I	\$24.77	\$25.26	\$25.77	\$26.35	\$27.01
5	Receptionist	\$23.42	\$23.89	\$24.37	\$24.92	\$25.54
4	Facilities Custodian	\$22.16	\$22.61	\$23.06	\$23.58	\$24.17
3	Office Assistant	\$21.02	\$21.44	\$21.87	\$22.36	\$22.92
2		\$19.88	\$20.28	\$20.69	\$21.15	\$21.68
1		\$18.84	\$19.21	\$19.60	\$20.04	\$20.54
	Student - Technical	N/A	N/A	N/A	N/A	N/A
	Student - Non-Technical	N/A	N/A	N/A	N/A	N/A

Other Pay Rates:

\$0.25 per year increase

Student / Co-op and Career Path Student / Technical Position

April 1, 2020	\$19.00
April 1, 2021	\$19.25
April 1, 2022	\$19.50
April 1, 2023	\$19.75
April 1, 2024	\$20.00

Student / Co-op and Career Path Student / Non-Technical Position (this category includes Skate Patrol/Cashier)

April 1, 2020	\$17.00
April 1, 2021	\$17.25
April 1, 2022	\$17.50
April 1, 2023	\$17.75
April 1, 2024	\$18.00

SCHEDULE B DEFINITIONS

SPOUSE

Designates legal spouse, common-law spouse, and same sex partner of an employee, provided that the relationship between the couple meets the requirements of a 'common-law' relationship as determined by the benefit plan insurers. This definition shall apply to all Articles of this agreement.

HARASSMENT

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment.

SERIOUS ILLNESS

A serious health condition is defined as an illness, injury impairment, or physical/mental condition that meets any one of the following:

- 1) Involves inpatient care in a hospital, hospice, or residential care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care.
- 2) Continuing treatment by a health care provider that consists of a period of incapacity for more than six (6) consecutive business days that also involves treatment two (2) or more times by a health care provider.
- 3) Chronic conditions-episodic incapacity (e.g. diabetes, epilepsy), permanent/long-term conditions (e.g. Alzheimer's, terminal cancer), or multiple treatment (e.g. chemotherapy, dialysis).

This definition shall apply to Articles 22.06 and 26.08.

STUDENT

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

CO-OP AND CAREER PATH STUDENTS

A person who is registered in a recognized cooperative education program in a participating post-secondary institution. A career path student is a student pursuing a course of studies that aligns with the District of Lake Country's human resources needs.

FULL CALENDAR YEAR

A period of time spanning from the first (1st) business day in a year up to and including the last business day in a year.

FULL CALENDAR MONTH

A period of time spanning from the first (1st) business day in a month up to and including the last business day in a month.

DEPARTMENT

The departments currently consist of Administration & Corporate Services; Planning & Development, Engineering & Environmental Services, Infrastructure Services, and Protective Services.

IMMEDIATE FAMILY

The spouse, child, parent or in-law, guardian, sibling, grandchild or grandparent of an employee, or any person who lives with an employee as a member of the employee's family.

YEAR OF SERVICE

The accumulation of a minimum of eighteen hundred and twenty/ nineteen hundred/ two thousand eighty (1820/1900/2080) regular hours of service for employees other than Full-time. A year of service for Regular Full-time employees shall mean one (1) calendar year.

LETTER OF UNDERSTANDING #1

BETWEEN

THE DISTRICT OF LAKE COUNTRY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 338

RE: Assistant Fire Chief

To address the unique work environment and conditions of the Assistant Fire Chief position(s), the Parties agree to the following:

- 1) The Assistant Fire Chief will work an average of eighty (80) hours bi-weekly, on a flexible schedule of varying shift lengths including evening and weekend operations.
- 2) The actual schedule shall be determined by the Assistant Fire Chief to meet the needs of the department, however the Director of Fire and Emergency Services retains the right to amend or reject the schedule.
- 3) The bi-weekly schedule shall include time allocated for emergency callouts; training and practice schedules; general office duties; and other associated position and department duties.
- 4) The bi-weekly schedule shall be arranged and adjusted to maintain compliance with (1) above. During periods of higher than normal emergency callouts or training activities, general office hours and associated duties will be reduced to offset the additional callout or training hours. During periods of lower than normal emergency callouts or training activities, general office hours and associated duties will be increased.
- 5) Articles 18 (Premium Rates), 19 (Call-Outs) and 20 (Overtime Pay) shall not apply to this position; however, the Assistant Fire Chief shall receive one (1) week per year in-lieu of Standby.
- 6) Any hours worked in excess of the normal eighty (80) hours bi-weekly and up to one hundred (100) hours biweekly may be claimed at time and one-half (1 1/2x) rates. Any hours worked in excess of one-hundred (100) hours in a bi-weekly period may be claimed at double-time (2x) rates.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 16th day of JUNE, 2021.

ON BEHALF OF:


ON BEHALF OF:

DISTRICT OF LAKE COUNTRY

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 338




Tanya Garost,
Chief Administrative Officer



Rachel Champagne
CUPE National Servicing Representative



Matthew Salmon
Director of Engineering & Environmental Services



Ken Pommier
CUPE Local 338 President



Annie Lynch
CUPE Local 338 Vice-President

LETTER OF UNDERSTANDING #2

BETWEEN

THE DISTRICT OF LAKE COUNTRY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 338

RE: Management Trainee Position

The Parties agree to the creation of a management trainee position (the Position) for the purpose of succession within the *District* with the following understandings and amendments to Article 15 of the collective agreement.

- 1) The Position will be excluded from the bargaining unit.
- 2) Not more than one (1) Position per department and not more than two (2) Positions in the *District* at any time.
- 3) The Position will not exceed two (2) years duration without agreement of the Parties.
- 4) In each case, the Employer will specify the excluded position listed in Article 2.05 for which the Position is created.
- 5) Article 15.03 (b) (vi) will not apply. Employees will retain their seniority while in the Position, but will not accrue seniority while in such position.
- 6) If at the end of the duration of the Position there is no management vacancy, OR If the employee's performance is determined to be unsatisfactory, OR If the employee is dissatisfied with the position;

The employer will protect the employee's employment and former position's unionized wage rate by placing the employee in a suitable position if the former position has since been filled. Such placement will not result in the displacement or layoff of any regular employee

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 16th day of JUNE, 2021.

ON BEHALF OF:

DISTRICT OF LAKE COUNTRY



Tanya Garost,
Chief Administrative Officer



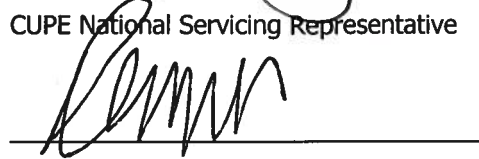
Matthew Salmon
Director of Engineering & Environmental Services

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 338



Rachel Champagne
CUPE National Servicing Representative



Ken Pommier
CUPE Local 338 President



Annie Lynch
CUPE Local 338 Vice-President

LETTER OF UNDERSTANDING #3

BETWEEN

THE DISTRICT OF LAKE COUNTRY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 338

RE: Recreation & Customer Services Supervisor, Recreation Coordinator, and Leisure Services Coordinator

Whereas the Recreation & Customer Services Supervisor's, the Recreation Coordinator, and Leisure Services Coordinator's schedule includes evenings and weekend hours;

And whereas the Recreation & Customer Services Supervisor, Recreation Coordinator, and Leisure Services Coordinator are required to attend to duties during hours/shifts that will vary from week to week;

And whereas the Recreation & Customer Services Supervisor, Recreation Coordinator, and Leisure Services Coordinator will have considerable control over the work schedule;

Therefore, the *District* and the *Union* agree to the following:

- The Recreation & Customer Services Supervisor will work thirty-seven point five (37.5) hours per week, on a flexible schedule of varying shift lengths;
- The Recreation Coordinator will work thirty-five (35) hours per week, on a flexible schedule of varying shift lengths;
- The Leisure Services Coordinator will work thirty-five (35) hour per week, on a flexible schedule of varying shift lengths;
- The schedule shall be determined by the Recreation & Customer Services Supervisor, Recreation Coordinator, and Leisure Services Coordinator to meet the needs of the program, but the Corporate Services Manager retains the right to approve or reject the schedule. All overtime must be preapproved by the Corporate Services Manager, as per the Collective Agreement;
- The schedule shall be arranged to avoid overtime. Any hours worked in excess of the bi-weekly pay period of seventy-five (75) hours or bi-weekly pay period of seventy (70) hours, and up to and including ninety-five (95) or ninety (90) hours shall be compensated at time and one-half (1½x).
- A shift premium will apply in accordance with the Collective Agreement.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 16th day of JUNE, 2021.

ON BEHALF OF:

DISTRICT OF LAKE COUNTRY



Tanya Garost,
Chief Administrative Officer



Matthew Salmon
Director of Engineering & Environmental Services

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 338



Rachel Champagne
CUPE National Servicing Representative



Ken Pommier
CUPE Local 338 President



Annie Lynch
CUPE Local 338 Vice-President

LETTER OF UNDERSTANDING #4

BETWEEN

THE DISTRICT OF LAKE COUNTRY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 338

RE: Bylaw Services Officer

Whereas the Bylaw Enforcement Program will require some evening and weekend hours;

And whereas the Bylaw Services Officer is required to attend to duties during hours/shifts that will vary from time to time;

And whereas the Bylaw Services Officer will have considerable control over the work schedule;

Therefore, the *District* and the *Union* agree to the following:

- The Bylaw Services Officer will normally work thirty-five (35) hours per week if Full-time, on a flexible schedule of varying shift lengths;
- The schedule will be determined by the Corporate Services Manager in consultation with the Bylaw Services Officer to meet the needs of the program, which will include evening and weekend work;
- The Bylaw Services Officer shall use discretion when called out to enforce bylaw complaints during evenings or weekends such that overtime is avoided;
- The schedule will be arranged to avoid overtime. Any hours in excess of the normal bi-weekly pay period of seventy (70) hours including call-outs, up to and including ninety (90) hours shall be compensated at time and one-half (1½x);
- A shift premium will apply in accordance with the Collective Agreement.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 16th day of JUNE, 2021.

ON BEHALF OF:

DISTRICT OF LAKE COUNTRY



Tanya Garost,
Chief Administrative Officer



Matthew Salmon
Director of Engineering & Environmental Services

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 338



Rachel Champagne
CUPE National Servicing Representative



Kerr Pommier
CUPE Local 338 President



Annie Lynch
CUPE Local 338 Vice-President

LETTER OF UNDERSTANDING #5

BETWEEN

THE DISTRICT OF LAKE COUNTRY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 338

RE: Sick Leave Payout

With respect to the above cited subject matter, the Employer and the Union, hereinafter referred to as the "Parties", do hereby expressly and mutually agree as follows:

- 1) Employees may elect to:
 - a) Be paid out in accordance with the calculation below and have their sick banks reduced by the corresponding number of hours,
OR;
 - b) Retain their sick bank hours for future use with no payout.
- 2) This election for the payout must be made prior to Friday, December 4, 2020.
- 3) The payout will be based on the following calculation, as per article 26.06 of the 2015-2019 Collective Agreement:
 - i) After having served a minimum of five (5) years:
 - accumulated sick hours x twenty-five (25%) percent x average wage (to a maximum of twenty-five (25) days).
 - ii) After having served a minimum of ten (10) years of where the combination of an employee's age plus years of service is a minimum of seventy (70), whichever comes first (1st):
 - accumulated sick hours x fifty (50%) percent x average wage (to a maximum of fifty (50) days).

Average wage for this calculation is defined as the average hourly wage of the employee on January 1st of the ten (10) previous years.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 16th day of JUNE, 2021.

ON BEHALF OF:

DISTRICT OF LAKE COUNTRY



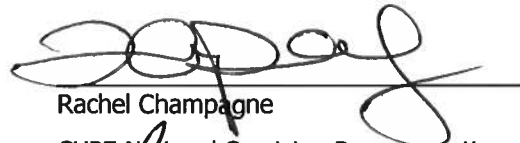
Tanya Garost,
Chief Administrative Officer



Matthew Salmon
Director of Engineering & Environmental Services

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 338



Rachel Champagne
CUPE National Servicing Representative



Ken Pommier
CUPE Local 338 President



Annie Lynch
CUPE Local 338 Vice-President

LETTER OF UNDERSTANDING #6

BETWEEN

THE DISTRICT OF LAKE COUNTRY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 338

RE: Fire Protective Services

To address the unique work environment and conditions of Fire Protective Services positions, the parties agree to the following:

- 1) Fire Department Maintenance Operator, Protective Services Administrator, Fire Inspector can elect not to attend Emergency Call Outs during lunch hour at anytime. Upon providing notification to the supervisor, Fire Department Maintenance Operator, Protective Services Administrator, Fire Inspector can elect to attend an Emergency Call Out during lunch hour and either:
 - a) Recommence a full lunch hour after attending to the Call Out; OR
 - b) Use Earned Time Off Policy NO. 15-144 to bank:
 - i) One hour if attending a Call Out in the first thirty (30) minutes of the lunch hour; OR
 - ii) Half an hour if attending a Call Out in the second thirty (30) minutes of the lunch hour.
- 2) Fire Department Maintenance Operator, Protective Services Administrator, Fire Inspector will be paid the double-time Paid On Call rate for the first hour of all calls including calls that continue into or continue after regular District of Lake Country scheduled hours. District of Lake Country wages will be paid for all District of Lake Country regular hours worked regardless of any overlap with Paid On Call first hour rates being paid.
- 3) All Protective Services members, including Fire Department Maintenance Operator, Protective Services Administrator and Fire Inspector will be provided with two (2) pairs of pants, two (2) shirts annually. Uniforms will be replaced as needed. The safety boot allowance of Article 34.03 of the Collective Agreement will be provided to all Protective Services staff.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 16th day of June, 2021.

ON BEHALF OF:

DISTRICT OF LAKE COUNTRY



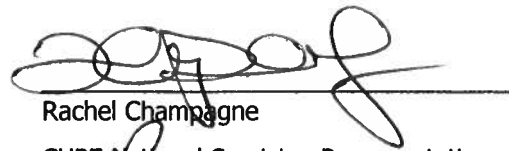
Tanya Garost,
Chief Administrative Officer



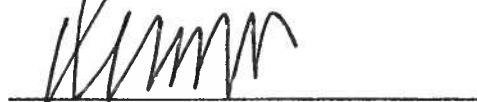
Matthew Salmon
Director of Engineering & Environmental Services

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 338



Rachel Champagne
CUPE National Servicing Representative



Ken Pommier
CUPE Local 338 President



Annie Lynch
CUPE Local 338 Vice-President

LETTER OF UNDERSTANDING #7

BETWEEN

THE DISTRICT OF LAKE COUNTRY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 338

RE: Cultural Development Coordinator

Whereas the Cultural Development Coordinator's schedule includes evening and weekend hours;

And whereas the Cultural Development Coordinator is required to attend to duties during hours/shifts that will vary from week to week;

And whereas the Cultural Development Coordinator will have considerable control over the work schedule;

Therefore, the *District* and the *Union* agree to the following:

- The Cultural Development Coordinator will work thirty-five (35) hours per week, on a flexible schedule of varying shift lengths;
- The schedule shall be determined by the Cultural Development Coordinator to meet the needs of the program, but the Corporate Services Manager retains the right to approve or reject the schedule. All overtime must be preapproved by the Corporate Services Manager, as per the Collective Agreement;
- The schedule shall be arranged to avoid overtime. Any hours worked in excess of the normal bi-weekly pay period of seventy (70) hours, and up to and including ninety (90) hours shall be compensated at time and one-half (1 1/2x).

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 16th day of JUNE, 2021.

ON BEHALF OF:

DISTRICT OF LAKE COUNTRY



Tanya Garost,
Chief Administrative Officer



Matthew Salmon
Director of Engineering & Environmental Services

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 338



Rachel Champagne
CUPE National Servicing Representative



Ken Pommier
CUPE Local 338 President



Annie Lynch
CUPE Local 338 Vice-President

LETTER OF UNDERSTANDING #8

BETWEEN

THE DISTRICT OF LAKE COUNTRY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 338

RE: Support Analyst

Whereas the Support Analyst's schedule includes evenings and weekend hours;

And whereas the Support Analyst is required to attend to duties during hours/shifts that will vary from week to week;

And whereas the Support Analyst will have considerable control over the work schedule;

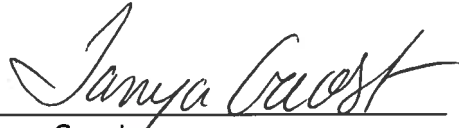
Therefore, the *District* and the *Union* agree to the following:

- The Support Analyst will work forty (40) hours per week, on a flexible schedule of varying shift lengths;
- The schedule shall be determined by the Support Analyst to meet the needs of the program, but the Information Manager retains the right to approve or reject the schedule. All overtime must be preapproved by the Information Manager, as per the Collective Agreement;
- The schedule shall be arranged to avoid overtime. Any hours worked in excess of the normal bi-weekly pay period of eighty (80) hours, and up to and including ninety (90) hours shall be compensated at time and one-half (1 1/2x).

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 16th day of JUNE, 2021.

ON BEHALF OF:

DISTRICT OF LAKE COUNTRY



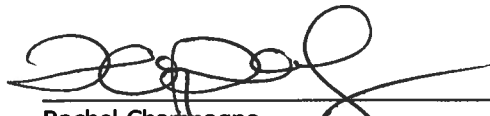
Tanya Garost,
Chief Administrative Officer



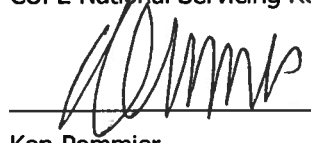
Matthew Salmon
Director of Engineering & Environmental Services

ON BEHALF OF:

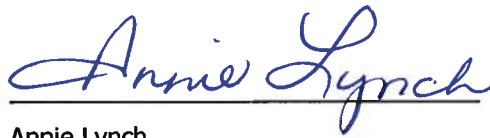
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 338



Rachel Champagne
CUPE National Servicing Representative



Ken Pommier
CUPE Local 338 President



Annie Lynch
CUPE Local 338 Vice-President