

COLLECTIVE AGREEMENT
BETWEEN
CULTUS LAKE PARK BOARD
AND
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 458

JANUARY 1, 2021- DECEMBER 31, 2024

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THIS AGREEMENT SIGNED THIS ____ DAY OF _____, 2021

BETWEEN:

CULTUS LAKE PARK BOARD
(hereinafter called the "Employer")

Of the First Part

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 458
(hereinafter called the "Union")

Of the Second Part

WITNESSETH THAT:

ARTICLE 1 – PREAMBLE

1.01 Preamble

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

- a) To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union;
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- c) To encourage efficiency in operation, and:
- d) To promote the morale, well-being and security of all employees in the Bargaining Unit of the Union;

AND WHEREAS it is now desirable that the methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement (hereinafter called the "Agreement" or "Collective Agreement").

NOW THEREFORE the parties hereto agree as follows:

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The management of the operation and staff, except as expressly limited by this Agreement, is reserved to and vested exclusively in the Employer.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Recognition

The Employer recognizes the Canadian Union of Public Employees, Local 458 (Cultus Lake Park Board), as the sole and exclusive collective bargaining agency for all regular employees, save and except those who are excluded by the Labour Relations Code of British Columbia, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking toward a peaceful and amicable settlement of any differences that may arise between them.

3.02 No Other Agreements

No employees shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

3.03 Union Orientation

It is understood that a Union representative will be permitted fifteen (15) minutes during working hours, at a time agreed between the Union and the Employer, to inform newly hired employees of the Union's role within the Bargaining Unit.

3.04 Union Representation in Disciplinary Matters

An employee, at their option, shall have the right to choose to have Union representation present at any discussion with the Employer which involves disciplinary action. Where the Employer intends to interview an employee for disciplinary purposes, the Employer shall notify the employee, at least 24 hours in advance (exclusive of Saturdays, Sundays and General Holidays), of the purpose of the interview, provided that this does not result in an undue delay of the appropriate action being taken. During this notice period, the employee may contact their Union representative to be present at the interview.

3.05 Bargaining Unit Work

- a) Persons employed by the Employer, who are not bargaining unit members, will not perform work that is normally performed by bargaining unit employees, except in the following circumstances or for the following purposes:
 - i) training and/or instruction of bargaining unit employees;
 - ii) self-education and/or evaluation of the job tasks performed by bargaining unit employees;
 - iii) inquiring into and/or resolving concerns or complaints brought forward by member(s) of the public; and/or

- iv) in the case of an urgent situation where a bargaining unit employee is not readily available to perform the work.
- b) The performance of any bargaining unit work by a person referred to in paragraph (a) above shall not, by itself, reduce the hours of work of any employee in the bargaining unit

3.06 Changes to Agreement

All agreed changes to terms of the Collective Agreement, and agreed interpretations of the application of the terms, shall be in writing between the Parties. In the absence of this, the strict wording of the Agreement shall be applied.

3.07 Membership Contact Information

The Union shall be provided names, telephone and email contact information for its members at least once a year.

ARTICLE 4 - DEFINITION OF EMPLOYEES

4.01 Employee

"Employee" shall mean a person who is an employee as defined in the Labour Relations Code of British Columbia.

4.02 Probationary Employee

- a) "Probationary Employee" shall mean an inside/outside employee serving an initial period in accordance with 4.02 b) ("the probationary period") to determine suitability for employment. The probationary period may be extended by mutual consent of both parties in writing.

During the probationary period, competence and suitability of the employee for continued employment shall be determined at the sole discretion of the Employer. If the Employer does not find the employee competent and/or suitable for continued employment, a probationary employee may be terminated at any time during the probationary period without notice.

Such employees shall have the right to the grievance procedure as outlined in Article 8 of this Collective Agreement.

During the probationary period, employees shall not be entitled to seniority or to the benefits provided by this Agreement, except those benefits to which the employee is entitled by statute.

After successfully completing the probationary period, seniority shall be credited to the employee and effective from original date of employment or in accordance with the applicable provisions of the Collective Agreement Benefits shall become effective in accordance with the regulations outlined by Health & Welfare, Insurance and pension plan carriers.

- b) The probationary period for a regular full-time employee shall be six (6) calendar months from the date of hire.

The probationary period for a regular part-time, special assignment or casual employee is the equivalent in hours worked of a probationary regular full-time employee, as follows:

- 975 hours actually worked for outside employees
- 910 hours actually worked for inside employees

- c) The probationary period for a Seasonal Employee is the equivalent in hours worked of a probationary regular full-time employee as follows:

- 975 hours actually worked.

Seasonal Employees, who have not completed their probationary period at the end of their seasonal employment, shall be offered an available position the following season in their applicable Schedule E or F based on their straight-time hours paid, provided the Seasonal Employee

- had a minimum of four hundred (400) hours actually worked during the season, and
- remained employed with the Employer at the end of the specified term, if any, of the Seasonal Employee's employment.

Seasonal Employees, who are returning to work for the Employer from one season to the next season and who have not yet completed the probationary period, shall have their hours actually worked during the previous season credited towards the completion of their probationary period.

Note: The Parties agree that any Seasonal Employee who has worked for the Employer during both the 2019 and 2020 seasons shall be considered to have completed their probationary period.

- d) Special Assignment Employees, who have not completed their probationary period at the end of their assignment, shall be offered a Special Assignment position in their applicable Schedule which becomes available within the period of one (1) year from the end of their assignment, based on their straight-time hours paid, provided the Special Assignment Employee

- had a minimum of four hundred (400) hours actually worked during their assignment, and
- remained employed with the Employer at the end of the specified term of their assignment.

Special Assignment Employees, who are returning to work for the Employer from one assignment to the next assignment and who have not yet completed the probationary period, shall have their hours actually worked during the previous assignment credited towards the completion of their probationary period.

4.03 Regular Employee

Regular employee shall mean a full-time or part-time employee who has successfully completed the probationary period and who is employed on a regular basis.

Upon completion of the probationary period:

A regular full-time employee shall be entitled to all benefits provided by the Collective Agreement.

A regular part-time employee shall be entitled to all benefits on a pro-rata basis in proportion to their straight time hours worked.

A regular part-time employee who is not eligible for benefit coverage shall receive a percentage in lieu of benefits at the applicable rate set out in Section 4.08 on each pay cheque (such payment being inclusive of items such as statutory holidays, annual vacations and all other benefits)

Commencement of benefit participation and coverage under the benefit plans shall be in accordance with individual plan requirements.

4.04 Special Assignment Employees

"Special Assignment Employees" shall be defined as those employees who are hired:

- i) for a special project, or for a specified purpose, for a specific period of time – not normally to exceed four (4) months; or
- ii) to replace, directly or indirectly, an employee who is on leave of absence from work for a duration not to exceed, subject to sub-paragraph (iii) below, twelve (12) months; or
- iii) to replace, directly or indirectly, an employee who is on Maternity and/or Parental Leave for a duration not to exceed the length of the Maternity and/or Parental Leave granted to the employee.

Such period of time may be extended by mutual consent of both parties in writing

Special Assignment Employees shall not be entitled to benefits. However, Special Assignment Employees shall receive a percentage in lieu of benefits at the applicable rate set out in Section 4.08 on each pay cheque (such payment being inclusive of items such as statutory holidays, annual vacations and all other benefits).

A "Special Assignment Employee" shall be hired when a claim for illness or injury has been approved through WCB or Weekly Indemnity after six (6) weeks of absence.

4.05 Casual Employees

Casual Employees shall be defined as employees who are employed to replace, when required by the Employer, employees who are absent from work for a period which is anticipated to be no more than fifteen (15) consecutive work days in duration.

Casual Employees shall not be entitled to benefits. However, Casual Employees shall receive a percentage in lieu of benefits at the applicable rate set out in Section 4.08 on each pay cheque (such payment being inclusive of items such as statutory holidays, annual vacations and all other benefits).

4.06 Seasonal Employees

Seasonal Employees shall not be entitled to benefits. However, Seasonal Employees shall receive a percentage in lieu of benefits at the applicable rate set out in Section 4.08 on each pay cheque (such payment being inclusive of items such as statutory holidays, annual vacations and all other benefits).

4.07 Notification of Employee Status

The Employer agrees to notify the Union and provide a copy to the Local President and the CLPB Unit Chair, in writing, when an employee covered by this Agreement is hired, promoted, transferred, laid off, recalled, disciplined, suspended, removed from the seniority list or when his/her employment is terminated.

4.08 Percentage to be Paid in Lieu of Benefits

- a) The percentage to be paid in lieu of benefits will be applied to the employee's base rate, and the payment shall be based on the following:
 - i) less than two (2) calendar years of continuous service with the Employer – 10.6%;
 - ii) two (2) calendar years of continuous service with the Employer or greater – 12.6%.

- b) The Parties agree that any Special Assignment Employee who
- i) is employed with the Employer as of the date of ratification of the 2021 – 2024 Collective Agreement, and
 - ii) was employed with the Employer as a Special Assignment Employee during both the 2019 and 2020 calendar years,

shall be entitled to receive the 12.6% payment in lieu of benefits effective the first full payroll cycle following the date of ratification of the 2021 – 2024 Collective Agreement by both Parties.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 Employees

All regular employees covered by the Union's Certificate of Bargaining Authority shall pay to the Union a monthly fee equal to the monthly dues of the Union, such payments to be made by payroll deduction. It is understood and agreed that membership in the Union shall be a condition of employment.

ARTICLE 6 - CHECK OFF OF UNION DUES

6.01 Deductions

The Employer shall deduct from every employee any monthly dues, initiations, or general assessments levied, in accordance with the Union Constitution and/or Bylaws and owing by him/her to the Union.

6.02 Check Off and Remittance

The Employer agrees to the check off of all Union dues, fees and general assessments levied in accordance with the Constitution and/or Bylaws of the Union. The Union agrees to advise the Employer of the amounts of such Union dues and/or general assessments as may be determined from time to time by the said Union. The Employer, upon receipt of such advice from the Union, shall thereupon deduct from the earnings of the employees such dues, fees and general assessments and shall forward to the Union the total of such amount deducted together with amendments to the list, of those employees from whom such deductions were made; such deductions to be remitted to the Union Treasurer not later than the fifteenth (15th) day of the following month. A Certificate of Payroll Deduction authorization shall be provided to the Employer by the employee.

Upon receipt of thirty (30) days written notice from the Union, the Employer will thereafter remit such deductions to the CUPE National office with a copy to the Local Union Treasurer not later than the 15th of the following month.

ARTICLE 7 - UNION COMMITTEES

7.01 Representation

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

7.02 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. On all occasions, the Employer shall be informed by the representative of his presence and the reason for it.

7.03 Local Bargaining Committee

A local Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Union as appointees of the Union. The Union will advise the Employer of the Union Nominees to the Committee.

Members of the local Bargaining committee will be granted a maximum of two (2) days, or other such time as mutually agreed by the parties, time away from the workplace to prepare for collective bargaining. Wages during such time will be billed to and paid by the Union.

7.04 Labour Management Committee

All matters of mutual concern pertaining to the Collective Agreement and other working conditions, including any workload concerns, etc., shall be referred to the Labour Management Committee for discussion and settlement.

7.05 Meeting of Labour Management Committee

In the event either party wishes to call a meeting of the Labour Management Committee, the meeting shall be held at a time and place fixed by mutual agreement. However, such meetings must be held not later than fourteen (14) calendar days after the request has been given, unless otherwise mutually agreed.

7.06 Time Off for Meeting

Any representative of the bargaining or labour management committee who is in the employ of the Employer shall have the privilege of attending committee meetings held within working hours without loss of remuneration.

7.07 Technical Information

Upon request, the Employer shall make available to the Union information required by the Union with respect to wage rates, pension, and benefit packages and other relevant documents which the Employer has readily available; provided always that such information requested is not confidential and is the property of the Employer and that the Employer has a legal right to disseminate said information.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Grievance

Should any difference arise between the persons bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including any question governing the dismissal or suspension of any employee bound by this Agreement, and including any question as to whether any matter is arbitrable, there shall be no stoppage of work on account of such difference and an earnest effort shall be made to settle the difference in the following manner.

8.02 Grievance Policy

Policy Grievances submitted by the Employer or the Union shall be resolved as follows:

Step 1: The Employer or the Union shall first take up the grievance verbally with the Manager or the Union, as the case may be, within seven (7) calendar days from the time the Employer or the Union ought to have reasonably known of the event giving rise to the grievance.

Step 2: If the grievance is not satisfactorily settled in Step 1, it shall be reduced to writing, and submitted to the Chief Administrative Officer or the local Union, no later than seven (7) calendar days following the discussion with the Manager at Step 1. The Chief Administrative Officer or the local Union, as the case may be, shall reply in writing within the next seven (7) calendar days of the meeting.

If a satisfactory settlement is not reached at Step 2 then either party may give written notice of arbitration to the other.

8.03 Grievance Steps

Except for Employer and Union Policy Grievances, all grievances shall be resolved as follows:

Step 1 (Optional):

The employee involved is encouraged to make an earnest effort to resolve the issue in dispute with their immediate Management Supervisor within seven (7) calendar days from the time the employee ought to have reasonably known of the event giving rise to the dispute. The employee, at their option, may choose to be represented by a Shop Steward at this Step of the process.

Step 2:

Failing a resolution at Step 1, if utilized, and the Union wishes to proceed further, the issue in dispute shall be reduced to a written grievance and submitted to the Chief Administrative Officer within fourteen (14) calendar days from the time the employee ought to have reasonably known of the event giving rise to the dispute. The Chief Administrative Officer will meet with the parties to discuss the grievance within ten (10) calendar days of receipt of the written grievance. If the parties are unable to settle the grievance within fourteen (14) calendar days of receipt of the written grievance, then the Union may give written notice of advancement to arbitration to the Employer.

8.04 Permission to Leave Work

The Employer agrees that stewards shall not be hindered, coerced, restrained, or interfered with in any way in the performance of investigating disputes and presenting adjustments provided in this article. The Union recognizes that each steward is employed full-time by the Employer and that he/she will not leave his/her work during working hours except to perform aforementioned duties under this Agreement. Therefore, no steward shall leave his/her work without obtaining the permission of his/her supervisor, which permission shall not be unnecessarily withheld.

ARTICLE 9 - ARBITRATION

9.01 Single Arbitrator

- a) Arising out of Article 8, the Parties shall, within fourteen (14) calendar days of receipt of the written notice of the advancement of the grievance to arbitration, agree on a single Arbitrator to hear the grievance. Failing such agreement, either Party may request the Director of the Collective Agreement Arbitration Bureau to appoint such an Arbitrator.

- b) The expenses and compensation of the Arbitrator shall be shared equally between the Parties.

9.02 Decision by Arbitrator

The Arbitrator will be encouraged to commence the hearing within fourteen (14) calendar days following appointment, and will be further encouraged to render a decision within fourteen (14) calendar days from the conclusion of the hearing.

9.03 Reinstatement by Arbitrator Order

In the event the Arbitrator finds that an employee has been dismissed or suspended for other than proper cause, the Arbitrator may direct the Employer to reinstate the employee and pay to the employee a sum equal to his/her wages or salary lost by reason of such suspension or discharge, or such lesser sum as in the opinion of the Arbitrator is fair and reasonable, or make such other order as it considers fair and reasonable, having regard to the terms of the Collective Agreement between the Parties.

9.04 Time Extension

Whenever stipulated time is mentioned in this Article, the said time may be extended by mutual consent of the Parties.

ARTICLE 10 - DISCIPLINE

10.01 Adverse Report

The Employer agrees not to introduce as evidence in a hearing related to disciplinary action, any document from the file of an employee, the existence of which the employee was not aware prior to the hearing and thereby was denied the opportunity of placing his/her written response in the file. The Employer shall not rely upon any letter of discipline that has been placed on the file of an employee after the expiration of three (3) years from the date that the letter of discipline was issued, provided there have not been any further disciplinary infractions by the employee during that period and provided that the applicable letter of discipline is not material to any pending disciplinary action against the employee.

10.02 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

10.03 Dismissal

Any employee may, for proper cause, be dismissed without notice and subject to statutory regulations, may be deprived of benefits that he/she would otherwise receive on retirement, or, at the discretion of the Employer, such notice and benefits as the Employer may authorize; provided however, that any employee so dismissed shall have the right to grieve.

10.04 Legal Picket Line

No employee will be required to enter any building or property where a picket line is in evidence when such picket line is established under either the Statutes of the Province of British Columbia or the Statutes of Canada, except for the purpose of maintaining essential services, or in cases of emergencies, when requested by the Employer and his Union Local.

10.05 Loss of Wages re: Picket Line

It is understood and agreed that hours or part of an hour lost by an employee by not crossing a picket line that prevents him/her from carrying out his/her duties, shall be deducted from his/her wages at the hourly basic rate that is used to calculate overtime for that employee.

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

Seniority is defined as being the length of service with the Employer and shall be used in determining transfers, demotions, layoffs, permanent reduction of the work force, and recall, unless otherwise specified in the Collective Agreement.

Seniority rights do not apply until the employee has completed the probationary period.

For regular full-time employees, seniority is defined as being the length of service in the bargaining unit as calculated from the date of hire.

For regular part-time employees, seniority is defined as being the length of service in the bargaining unit as calculated by the number of straight time hours paid.

Special Assignment and Casual Employees shall accrue seniority in accordance with the number of straight time hours paid.

For Seasonal Employees, seniority is defined as being length of service in the bargaining unit as calculated by the number of straight-time hours paid in consecutive seasons.

The date on which "length of service in the bargaining unit" commences shall be:

- For Sunnyside Campground employees – July 10, 2020;
- For Visitor Services employees – July 28, 2020.

Note: for those Seasonal Employees who have worked for the Employer during consecutive seasons, including the 2020 season, Appendix "A" to this LOU sets out the number of additional straight-time hours paid that the Parties have agreed will be credited to the seniority of the specified Sunnyside Campground employee or Visitor Services employee, as of July 10, 2020 or July 28, 2020, respectively, in recognition of time worked for the Employer by the specified Seasonal Employee prior to the variances of the Union's certification.

For the purposes of Section 13.02 of the CA (Layoff and Recall Procedure);

- The use of seniority by Sunnyside Campground employees shall be limited to those positions set out in Schedule E only;
- The use of seniority by Visitor Services employees shall be limited to those positions set out in Schedule F only.

11.02 Seniority List

The Employer shall maintain an up to date seniority list. The list will show each employee's original date of employment. An up-to-date seniority list shall be sent to the Union upon request.

11.03 Loss of Seniority

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An employee shall only lose his seniority in the event of the following:

- a) He/She is discharged for just cause and is not reinstated;
- b) He/She resigns;
- c) He/She is absent from work in excess of five (5) consecutive working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- d) He/She fails to return to work following 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 of his/her current address.

Employees who are laid off shall retain their seniority rights for one (1) year.

Special Assignment employees who do not work for a period of one (1) year from the end of their last assignment shall lose all accrued seniority.

Casual employees who do not work for sixty (60) calendar days shall lose all accrued seniority. Loss of seniority shall mean loss of all rights as an employee.

Seasonal Employees who do not work for a period of one (1) year from the end of their last layoff shall lose all accrued seniority.

11.04 Service Severance Pay

A regular employee who has received written notice of layoff shall, within five (5) calendar days, elect to:

- a) exercise his/her seniority rights for bumping purposes; or
- b) accept layoff.

If the employee accepts layoff, he/she shall within thirty (30) calendar days from the effective date of layoff elect to:

- a) either retain seniority rights of layoff and recall; or
- b) accept severance pay.

Upon acceptance of severance pay, all seniority rights and rights to recall under the Agreement are terminated; or upon acceptance of retention of seniority rights of layoff and recall, all rights to severance pay under this provision are terminated.

Entitlement to, and severance pay for each regular employee will be as follows:

- a) Three (3) days pay for each calendar year of service up to and including five (5) calendar years of service
- b) Five (5) days pay for each additional calendar year of service
- c) The maximum number of days pay for severance will be ninety (90) days pay.

Part-Time service shall be calculated on a pro-rata basis. Salary upon which severance pay is calculated shall be based on the employee's salary at the effective date of his or her termination.

11.05 Transfers Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. It is understood and agreed that an employee who consents to transfer, for any reason, to a position which he/she knows to be outside the bargaining unit shall not then initiate proceedings to have that position included in the bargaining unit.

11.06 Temporary Assignment to an Excluded Management Position

Employees temporarily assigned to a management position outside the scope of this Collective Agreement shall be paid from the first day in the temporary assigned position on the basis of ten percent (10%) above the employee's regular rate of pay. In each assignment, the employee shall be notified, in writing, in advance of the temporary assignment.

ARTICLE 12 - PROMOTIONS, STAFF CHANGES, RETIREMENT

12.01 Job Postings

- a) It is agreed and understood that where vacancies exist or new positions are created, which are in excess of twenty (20) consecutive work days in duration, notice thereof will be posted on the bulletin boards for fourteen (14) calendar days, with the following exceptions:
 - i) Where, during the period between April 1 to September 15, vacancies exist or new positions are created, which are in excess of twenty (20) consecutive work days in duration, for Seasonal Employee positions in Schedules E1, E2, E3, F1 or F2 – the posting will be for seven (7) calendar days;
 - ii) Where the Employer decides to fill a vacancy of an existing Special Assignment position which occurs with more than twenty (20) consecutive work days remaining before the end of the term of that Special Assignment position – the posting will be for seven (7) calendar days.
- b) A copy of the posting notice referred to in paragraph (a) above will be mailed to the Union and copied to the CLPB Unit Chair at the time of the posting.
- c) The postings and notice will contain the following information:
 - i) Nature and status of position;
 - ii) Required knowledge, skills and abilities; and
 - iii) Wage rate.
- d) The Employer agrees to advise the Union and copy to the CLPB Unit Chair in writing of the name(s) of the successful applicant(s).

12.02 Method of Making Appointments

In making promotions and transfers, the required knowledge, ability and skills for the position shall be the primary consideration, and where two or more applicants are equally capable of fulfilling the duties of the position, seniority, as defined in this Agreement, shall be the determining factor. However, it is understood that in all instances present employees shall be given preference when suitably qualified.

12.03 Trial Period

In the event an employee is promoted or transferred to a higher rated position, he/she shall be considered to be on a trial for a period of not more than two hundred and twenty-five (225) hours actually worked and shall during such trial period receive the higher salary rate. If, during the trial period the employee does not wish to continue in the higher-rated position or is not considered satisfactory in the higher-rated position, he/she shall be returned to his/her previous position, without loss of seniority. The time limit of the trial period may be extended by mutual agreement of the Employer and trial period employee.

12.04 Retirement

- a) Where the Employer has offered, and the employee has accepted a voluntary retirement at the age of fifty-five (55) or over, and retires on the Municipal Pension, the employee shall receive at least one (1) month's salary for every five (5) years of continuous service to a maximum of ninety (90) days.
- b) An employee may request earlier retirement than at age 55 subject to 12.04(a) above and the Employer has the right to agree to or deny the request.

12.05 No Right to Return to Former Position – Trial Period

Employees accepting a Seasonal Employee position do not have the right to return to their former position, as specified in Section 12.03.

ARTICLE 13 - LAYOFFS AND RECALLS

13.01 Definition of Layoff

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

13.02 Layoff and Recall Procedure

- a) 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 of their seniority within their classification. Employees shall be recalled in order of seniority. Notwithstanding, employees who are laid off may exercise bumping rights in another classification if they meet the qualifiers of that classification. Employees choosing to exercise these rights must do so in writing to the Employer within twenty-eight (28) calendar days of receiving their lay-off notice.
- b) Notwithstanding 13.02 a), if the Employer has requested that the employee(s) take the required training and/or certification program that is a statutory requirement and has made available the time and funding required but the employee has refused or has failed the training and/or certification requirements, the Employer shall exercise their right to offer the most senior employee who has the required training and/or certification the work.

13.03 Layoffs and Recalls

If an employee who has been laid off is qualified for a position, he/she shall have an opportunity for re-employment before a new employee is hired for the position.

13.04 Notice of Layoff

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off fourteen (14) calendar days before the layoff is to be effective. If the employee laid off has not had the opportunity to work all of the employee's regularly scheduled work shifts during the fourteen (14) calendar day period after notice of layoff, he/she shall be paid in lieu of work for that part of the fourteen (14) calendar day period during which the employee's regularly scheduled work shifts was not made available.

13.05 Emergency Layoff

It is understood and agreed that in the event of an emergency, as mutually agreed upon by Employer and bargaining committee, the required notice of layoff shall be waived.

ARTICLE 14 - HOURS OF WORK, SHIFTS AND OVERTIME WORK

14.01 Regular Hours of Work

a) General Provisions

- i) The regular hours of work for employees shall be as set out in this Agreement, unless changed by mutual agreement or unless otherwise provided for in this Agreement.
- ii) The normal regular hours of work for full-time outside employees shall be 7.5 hours per day (exclusive of a lunch break not to exceed one-half hour) for five (5) days per week. The normal yearly hours of work for outside employees shall be 1,950 hours per year ($52 \times 5 \times 7.5 = 1,950$).
- iii) The normal regular hours of work for full-time inside employees shall be seven (7) hours per day (exclusive of a lunch break, not to exceed one hour) for five (5) days per week. The normal yearly hours of work for inside employees shall be 1,820 hours per year ($52 \times 5 \times 7 = 1,820$).
- iv) Employees will work on a continuous five (5) day week, normally Monday to Friday inclusive (subject to paragraphs (b), (d), (e) and (f)(i) below). A Summer Schedule may include Saturday and Sunday as regular workdays.

"Summer" means the time period from May 1 – September 15.

"Winter" means the time period from September 16 – April 30.

- v) The Employer will post work schedules at least two (2) weeks in advance. The Employer will provide seventy two (72) hours notice to a change in an employee's posted work schedule, except in the case of a bona fide emergency, or unless otherwise agreed between the Employer and the employee.

b) Building Custodians

Employees holding the position of Custodian will work any five (5) days with two (2) consecutive days off per week. Normal regular hours of work will be seven and one-half (7.5) consecutive hours per day (exclusive of a half-hour (1/2) lunch break) between the hours of 06:00 and 16:00 for winter hours and 06:00 and 20:00 for summer hours.

c) Utility Workers

Effective September 16, 2021, employees holding the position of Utility Workers will work the following normal regular hours of work:

- i) During the winter time period – seven and one-half (7.5) consecutive hours per day (exclusive of a half-hour (1/2) lunch break) between the hours of 06:00 and 16:00.
- ii) During the summer time period:

Regular employees – seven and one-half (7.5) consecutive hours per day (exclusive of a half-hour (1/2) lunch break) between the hours of 06:00 and 18:00;

Special Assignment employees – seven and one-half (7.5) consecutive hours per day (exclusive of a half-hour (1/2) lunch break) between the hours of 06:00 and 20:00.

d) Bylaw Enforcement Officers

Employees holding the position of Bylaw Enforcement Officer will work any five (5) days with two (2) consecutive days off per week. Normal regular hours of work will be seven (7) consecutive hours per day (exclusive of a lunch break, not to exceed one hour) between the hours of 08:00 and 20:00.

e) Parking Enforcement Officers

Employees holding the position of Parking Enforcement Officer will work any five (5) days with two (2) consecutive days off per week. Normal regular hours of work will be seven and one-half (7.5) consecutive hours per day (exclusive of a half-hour (1/2) lunch break) between the hours of 08:00 and 20:00.

f) Seasonal Employees

- i) Seasonal Employees' shifts may be up to eight (8) hours per day (exclusive of a lunch break not to exceed one-half hour).

Seasonal Employees will work up to five (5) days per week (where a work week runs Sunday to Saturday) with Saturday and Sunday being included as regular work days.

- ii) If a Seasonal Employee is scheduled by the Employer to work during a work week between the time period from May 1 – September 15, the work schedule for the Seasonal Employee will vary from a minimum of a four (4) hour work shift to a maximum of forty (40) hours per work week.

If a Seasonal Employee is scheduled by the Employer to work during a work week between the time period from September 16 – April 30, the work schedule for the Seasonal Employee will vary from a minimum of a two (2) hour work shift to a maximum of forty (40) hours per work week.

- iii) Notwithstanding paragraph (a)(v) above, the Employer will provide twelve (12) hours notice to a change in a Seasonal Employee's work schedule, except in the case of a bona fide emergency, or unless otherwise agreed between the Employer and the Seasonal Employee. Failure to provide such notice shall result in overtime rates to be paid to the Seasonal Employee for the entirety of the first shift of the changed work schedule.

14.02 Reporting - No Work

Where an employee reports for a shift and no work is available, such employee shall be paid for a minimum of two (2) hours, and in the event the employee commences work, a minimum of four (4) hours shall be paid.

14.03 Overtime Authorized

All overtime shall be at the authorization of the Manager or a supervisor who has been delegated the responsibility to authorize overtime. All time worked beyond the normal full-time work day, the normal full-time work week, or on a holiday, shall be considered overtime.

14.04 Overtime Rates/Payment/Time Off in Lieu

a) **Schedules A/B/C/D**

All hours worked in excess of those normally worked by a full-time employee in a day shall be paid for at the rate of double time (2x). Overtime shall be calculated to the next quarter hour. It is agreed that overtime may be paid for, or taken as time off in lieu. If taken as time off in lieu, when that time off will be taken shall be decided upon the mutual agreement of the Employer and the employee. If paid for, payment will be made as follows:

- 1) on a regular pay cheque if earned in the current pay period; or
- 2) on a regular pay cheque if less than 9 overtime hours; or
- 3) on a separate pay cheque if greater than 9 overtime (18 straight time) hours, and the overtime had been previously "banked."

NOTE: "Banked" means that the overtime hours have been recorded on the monthly statements.

Overtime may be accumulated to be taken as time off in lieu of the overtime payment, at a time which is mutually agreed between the parties. Overtime not used or paid for by the end of each calendar year shall be paid for during the first pay period in the new year at the rate prevailing as of December 30th of the year in which the overtime was worked.

b) Schedules E/F

All hours worked by a Seasonal Employee in excess of those normally worked by a full-time employee (8 hours per day/40 hours per week) shall be paid at the rate of double time (2x). Overtime shall be calculated to the next quarter (1/4) hour. Overtime shall be paid out in the current pay period.

14.05 Overtime Allocation

Overtime work shall be assigned as equally as practicable among the employees of the unit who are capable to perform the work that is available.

14.06 List of Overtime Bank

A list of overtime worked by employees within a unit or building shall be maintained and posted in each Department. This list shall be updated on a regular basis.

14.07 Non-Scheduled Work

All hours worked on a non-scheduled work day shall be paid for at double time (2x), in addition to any holiday pay which may be payable.

Section 14.07 of the CA shall not apply to Seasonal Employees.

14.08 Call Out

An employee who is called from his/her residence to work outside of his/her regular working hours shall be paid at overtime rates of pay as provided in this Agreement, or a minimum of three (3) hours' pay at overtime rates of pay, whichever is greater.

Time worked shall be computed from the time the employee commences work until he/she has completed the work for which he/she has been called out or until he/she is instructed cease work.

Section 14.08 of the CA shall not apply to Seasonal Employees.

14.09 Standby Pay

Employees who are authorized by the Manager or his/her designate to be on standby on their off duty hours and who are qualified to perform the work shall be paid as follows:

1. To be paid two (2) hours for sixteen (16) non-working hours on a weekday, but no standby pay if the employee is called out pursuant to Article 14.08 - Call Out during the sixteen (16) hour period.

2. To be paid the equivalent of four (4) hours pay of their base rate for a twenty-four (24) hour period on the weekends and statutory holidays. If an employee on standby during this period is called out, he/she shall be paid at overtime rates for the actual hours worked. Weekend and statutory holidays shall be calculated from 08:00 hours of the first day to 08:00 hours of the second day.
3. Standby hours will be reported to the payroll department on a biweekly basis. Standby pay will be included on the pay cheque for the pay period in which the Standby hours have been reported.

Standby pay may not be banked for payment and may not be taken as time off in lieu.

Consumption of alcohol or illegal drugs, or being under the influence of these substances while on Park duty - including Standby - is prohibited and will result in disciplinary action.

14.10 Working From Home

When an off duty employee, who is so authorized by the Employer, receives a telephone call, text, or other electronic communication, and is able to resolve the problem by telephone, computer or other electronic means, the employee shall be paid overtime rates for the time actually worked, rounded to the nearest (1/4) quarter hour, with a minimum payment of one quarter (1/4) hour.

The Employer will provide a list of employees who are authorized to initiate contact and receive calls while off duty.

The employee will not be eligible for the above noted compensation where the work related matter requires the employee to attend at the worksite, in which case Article 14.08 applies.

14.11 Rest Periods

- a) Employees, with shifts of six (6) work hours or less in a day, shall be permitted a rest period of fifteen (15) consecutive minutes in the first half of their normal work day or shift.
- b) Employees, with shifts of over six (6) work hours in a day, shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and second halves of their normal work day or shift.

14.12 Meal Breaks

Employees, with shifts of over five (5) consecutive work hours in a day, shall be provided an unpaid meal break of one-half (1/2) hour or, in the case of inside employees referred to in Section 14.01, not to exceed one (1) hour.

14.13 Provincial Emergency Program

- a) In the case of a declared State of Emergency or a Local State of Emergency;
 - i) which will result in overtime work being performed by any employee of the Employer, and for which the Employer receives compensation from the Provincial Emergency Program,
 - ii) the compensation associated with the overtime work performed by the employee will be paid out to the employee in the next pay period at the applicable rate for the overtime work (i.e., the employee cannot elect to bank the overtime compensation in order to be taken off in lieu at a later date).
- b) Any overtime work, which is performed by an employee during the declared State of Emergency, but which is not associated with the State of Emergency and as a consequence is not subject to compensation by the Provincial Emergency Program, will be subject to the applicable provisions set

out in the Collective Agreement concerning compensation for overtime work.

ARTICLE 15 - HOLIDAYS

15.01 Guarantee of Holidays

It is the purpose of this Article to guarantee a minimum of twelve (12) statutory or general holidays to all employees.

15.02 Paid Holidays

All regular employees shall have the following statutory holidays off with pay at the employee's regular rate of pay:

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

any other general holiday

- i) proclaimed by the Provincial Government, or
- ii) proclaimed by the Federal Government, provided that the total number of general holidays proclaimed by the Federal Government exceeds the total number of general holidays proclaimed by the Provincial Government at the time that the new general holiday proclaimed by the Federal Government is added to the above list of statutory holidays.

15.03 New Employees

In order to qualify for Statutory Holiday pay, new employees hired by the Employer shall have been employed for at least thirty (30) calendar days immediately prior to the statutory holiday.

15.04 When Holiday Falls on Day of Rest

When any of the above noted statutory holidays fall on Saturday or Sunday and are not proclaimed as being observed some other day, the following Monday, when one (1) day is involved, or the following Monday and Tuesday, when two (2) days are involved, shall be deemed as holidays for the purpose of this Agreement, unless some other arrangements are made by mutual agreement.

15.05 Holidays on Day Off

When any of the above-noted holidays fall on an employee's scheduled day off, for those employees who work other than the normal work week, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

15.06 Holiday Pay

Employees who are not required to work on the aforementioned holidays shall receive holiday pay equal to one (1) normal day's pay. Employees who are required to work shall be paid in accordance with the overtime provisions of this Agreement.

ARTICLE 16 - ANNUAL VACATIONS

16.01 Entitlement

All regular employees covered by this Agreement shall receive an annual vacation with pay on the following basis.

16.02 Definition

For the purpose of this Article, "Calendar Year" shall be the period from January 1st to December 31st, inclusive.

16.03 First Year of Service

Employees during the first (1st) Calendar Year of service shall accumulate one (1) working day for each completed month of employment, or major fraction thereof, to a maximum of ten (10) working days. Employees shall receive an annual vacation equivalent to the accumulated working days at the employee's regular rate of pay, or four percent (4%) of the employee's regular rate of pay, or four percent (4%) of the employee's annual gross earnings, whichever is greater.

16.04 Less Than One Year of Service

Regular employees who have been continuously employed for less than a twelve (12) month period, but are on the payroll as at January 1st, shall be considered to have completed their first Calendar Year of service for vacation purposes but unearned vacations taken will be deducted from the employee's pay if he/she leaves employment prior to earning them.

16.05 Second Year of Service

Regular Employees shall earn two (2) calendar weeks of annual vacation during their second (2nd) year of service.

16.06 Third Year of Service

During their third (3rd) year of continuous service, and every year thereafter up to and including their eighth (8th) year of service, regular employees shall earn three (3) calendar weeks annual vacation.

16.07 Ninth Year of Service

During their ninth (9th) year of continuous service, and every year thereafter up to and including their fifteenth (15th) year of service, Regular employees shall earn four (4) calendar weeks of annual vacation.

16.08 Sixteenth Year of Service

During their sixteenth (16th) year of continuous service, and every year thereafter, up to and including their twenty-fourth (24th) year of service, Regular employees shall earn five (5) calendar weeks' of annual vacation.

16.09 Twenty-fifth Year of Service

During their twenty-fifth year of continuous service and every year thereafter regular employees shall earn six (6) calendar weeks of annual vacation.

16.10 Statutory Holidays During Vacation Periods

When a statutory holiday falls or is observed during an employee's annual vacation period, they shall be granted an additional day's vacation for each statutory holiday, in addition to their regular vacation time.

16.11 Consecutive Vacation Periods

Vacations shall be taken in one (1) unbroken period, or any combination of five (5) consecutive working days. Adjustments will be made on the employee's regular pay cheque for any overpayment of vacation pay.

16.12 Scheduling of Vacation Periods

Vacations for employees shall be taken at such times when quantity, regularity and disruption of the work of the Employer will be least impaired and as mutually agreed upon by the employee and the Department Manager. Carryover of vacation time to the following year is possible only with Chief Administrative Officer approval, or where impacted by a WCB Claim.

All vacation requests must be approved by the Employer subject to operational requirements and in consultation with the employee.

Employees are required to submit their vacation requests by February 28th each year.

Where two (2) or more employees request the same vacation period, and the Employer is not prepared to approve all such requests, seniority shall be the deciding factor, provided that proper operational requirements are maintained.

Vacation requests received by the Employer after February 28th shall be dealt with on a "first come first served" basis.

The Employer will confirm all vacation requests as soon as reasonably possible following receipt of the request, but no later than March 15th.

16.13 Vacation Pay In Advance

Where an employee has mutually agreed with the Manager to take his/her annual vacation entitlement in one unbroken vacation or any combination of five (5) consecutive working days, payment for the period to be taken shall be made at least one day before the beginning of the employee's vacation. It shall be the employee's responsibility to notify the payroll department, on the prescribed form, at least ten (10) working days prior to his/her last day worked.

16.14 Approved Leave During Vacation Periods

Where an employee qualifies for bereavement, or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence, provided notice is given to the Employer as soon as the need arises. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at the mutual agreement of the employee and his/her Manager.

16.15 Deduction of Overpayments

On termination of employment, any overpayment owing to the Employer will be deducted from the employee's final pay; and without limiting the generality of the foregoing, such matter may include wages or such other payments in advance for WorkSafeBC claims, vacation leave, travel expenses, etc.

ARTICLE 17 - SICK LEAVE PROVISIONS

17.01 Entitlement

Regular employees, will be granted sick leave subject to the following provisions.

17.02 Sick Leave

For the first seven (7) days of each approved sick leave will be paid at regular pay by the Employer.

Any incidence of approved short-term sick leave beyond seven (7) working days will be covered by the short term disability coverage available through the group insurance plan.

The long term disability provisions of the group insurance plan will cover any sick leave beyond the period covered by the short term disability program.

17.03 Responsibility to Report

An employee shall be required to report in, by telephone, to his/her Manager a minimum of one (1) hour prior to the commencement of the shift, unless the expected total period of absence has already been made known to the Employer. When such period has elapsed or is expected to be exceeded; however, the employee shall report before the first (1st) working day following the stated period, to his/her Manager. Failure to follow the reporting procedure may jeopardize the employee's right to sick pay, unless proof of extenuating circumstances can be produced which made reporting impossible.

17.04 Medical Certificate

A Doctor's note may be required by the Employer as proof of illness or injury. Such requests will be made, where possible, prior to the employee returning to work. The Employer may also require a medical certificate stating the employee's fitness to return to work.

Medical certificates agreed between the Employer and the Union will be required for short and long term disability claims and recurring medical absences. When an employee is able to resume work following a short or long term disability leave, written notice must be given at least seven (7) calendar days prior to return to work.

The cost for the Doctor's note or medical certificate will be borne by the Employer.

17.05 Abuse of Sick Leave

Proven abuse of sick leave shall be deemed cause for suspension or dismissal.

17.06 Family Illness

When no one at home other than the employee can provide for the needs of an immediate member of his/her family, an employee shall be entitled, after notifying his/her supervisor, to use accumulated personal leave days to care for the member of the family who is ill.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Leave for Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer with respect to a grievance.

18.02 Leave for Union Duties

It is agreed that official representatives of the Union may be granted leave of absence, without pay, to attend Union conventions or perform other functions on behalf of the Union and its affiliation, on the following understanding:

- a) A request for such leave shall be submitted to the employee's Manager at least two (2) weeks in advance.
- b) Such leave of absence shall not be unreasonably withheld.
- c) Such leave of absence shall not affect the employee's earned seniority and/or benefits contained in this Agreement.
- d) Not more than one (1) Union Representative shall be away at any one time, and the period of absence shall not exceed seven (7) calendar days.

18.03 Leave for Full-Time Union Duties

It is agreed that any employee who is elected or selected for a Full-Time position with the Union, or anybody with which the Union is affiliated, may be granted leave of absence without pay and without loss of seniority by the Employer for a period of up to two (2) years, which leave shall be reviewed biannually on the request of the employee during his or her term of office with the Union. Such leave of absence shall not be unreasonably withheld.

18.04 Bereavement Leave

An employee shall be granted up to five (5) working days' leave without loss of salary or wages in the case of the death of a partner, parent or partner's parent, sibling, child or partner's child, grandparent or grandchild. An employee shall be granted up to three (3) working days without loss of salary or wages in the case of death of in-laws or in-laws' partner, or any relative permanently residing in the employee's household or with whom the employee resides. Where the burial occurs within a Province of Canada, leave to travel may be granted, such leave not to exceed three (3) workdays of absence and to be without pay. When burial occurs outside of Continental North America, seven (7) days of absence without pay may be granted.

18.05 Mourner's Leave

One-half (1/2) day leave may be granted with pay to attend a funeral as a pallbearer, provided the employee has the approval for leave from his/her Manager.

18.06 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such leave to be requested in writing and approved by

the Manager. Such approval shall not be withheld unreasonably.

18.07 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or Crown witness in any court. The Employer shall pay such employee the difference between his/her normal earnings and the payment he/she receives for jury service or court witness, excluding payment for traveling, meals or other expenses. The employee shall present proof of service and the amount of pay received to the Employer.

18.08 Maternity Leave

To the Employer, the following provisions shall apply:

- a) Upon written request, leave of absence without pay and without loss of seniority shall be granted for pregnancy, in accordance with the provisions specified by Employment Standards legislation. The employee returning to work after maternity leave shall provide the Employer with at least four (4) weeks' notice, and on return from maternity leave, the employee shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position.
- b) The Employer shall not deny a pregnant employee the right to continue employment during the period of pregnancy.
- c) While on maternity leave an employee shall retain and accumulate her full employment status in connection with the seniority provision.

18.09 Paternity Leave

Upon written request, employees shall receive one (1) day paternity leave with full pay and benefits commencing upon the confinement of their spouse. Further parental leave shall be granted in accordance with the provisions of Employment Standards legislation.

18.10 Personal Leave Days Entitlement

Regular Full-Time employees will be granted personal leave days in accordance with the following provisions:

18.11 Accumulation of Personal Leave Days

One half (1/2) day per month up to a maximum of six (6) personal leave days may be accumulated on a calendar year basis. Personal leave days may be taken, in whole or in part, at the mutual agreement of the employee and the employee's immediate Management Supervisor, and must be scheduled to allow for provision of coverage.

Personal leave days may only be used in the calendar year in which they are granted. They are not carried over to the next calendar year. Personal leave days have no monetary value. This is not intended to be another form of remuneration. It is strictly provided to allow the employee time to attend to personal business that may arise from time to time.

18.12 Monthly Statement

Each employee shall receive a monthly statement of accumulated personal leave days.

18.13 Benefits While on Leave

While an employee is on an approved leave of absence, benefits will be provided in accordance with the terms of Employment Standards legislation.

ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCE

19.01 Pay Days

The Employer shall pay salaries and wages every second (2nd) week, by Direct Deposit, on a Friday, and the Employer shall supply the employee with a Statement for each pay.

19.02 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of sex.

19.03 Pay During Temporary Transfers

When an employee is temporarily assigned by the Employer to relieve in, or to perform the principal duties of, a higher paying position at a flat rate of pay, he/she shall receive the rate for the job. When an employee is temporarily assigned by the Employer to relieve in, or to perform the principal duties of, a higher paying position for which a salary range has been established, he/she shall receive the rate which is higher than his/her previous rate. The employee shall be deemed to be covered by this Collective Agreement during the period of transfer. When an employee is assigned by the Employer to a position paying a lower rate, his/her rate shall not be reduced.

19.04 Overtime Meal Allowance

Unless the employee has been given at least twenty-four (24) hours' notice of the need to work overtime, or unless the Employer has made time available for the employee to obtain a meal during the overtime period, or unless the Employer delivers an adequate meal to the employee during the overtime period, an employee required to work more than two (2) hours of overtime in any day shall be paid a meal allowance of not more than twenty dollars (\$20.00). The need for payment of the meal allowance shall be indicated on the employee's timesheet.

19.05 Educational Allowance

The Employer shall not be required to pay for the education of an employee who is studying for the purpose of earning a promotion, but if the Employer introduces new duties or processes that require new training, the Employer shall pay the cost of retraining any employee whose work will include the said new duties or processes.

19.06 Travel Allowance

Employees required to use their automobiles for the Employer's business shall be paid as follows:

- a) For the employees expected to provide their own automobiles for use on the job:
 - 1) \$75.00 per month plus
 - 2) compensation at the Canada Revenue Agency maximum non-taxable mileage rate for the applicable year;
- b) For employees whose job does not require them to have an automobile, but who use their own

automobile on a casual basis while on duty, they will be reimbursed as in 19.06 a) 2) above.

19.07 Premium Payments

- a) Dirty Pay
A premium of five percent (5%) shall be paid to any employee working in contact with raw sewage.
- b) Faller Pay
A premium of five percent (5%) shall be paid to an employee engaged in tree falling. Tree falling shall be defined as where the tree has to be undercut.
- c) Bucket Pay
A premium of five percent (5%) shall be paid to an employee assigned by the foreman or supervisor to use a chainsaw, while doing "high time" in the bucket truck, to fall or limb trees.

19.08 Payment of Wage Rates

The wage rates set out in the Schedules attached to the Collective Agreement will be the minimum rates paid by the Employer during the term of the Agreement.

ARTICLE 20 - JOB CLASSIFICATION AND RECLASSIFICATION

20.01 Class Descriptions

The Employer agrees to prepare Class Descriptions for all positions for which the Union is the bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized Class Descriptions.

20.02 Notice of New Positions or Abolition of Established Positions

The Union shall be promptly notified of any new classifications to be established, and shall be given thirty (30) calendar days' notice of any established classifications which are to be abolished.

20.03 Establishment of Salaries or Rates

The Employer has the right to establish salaries or rate for any new position or class of positions. Such salaries and rates shall be subject to negotiations between the parties.

20.04 Reclassification or Rate of Pay Changes

Requests for reclassification or rate of pay changes for a position, or positions, may be initiated by any employee or the Union, on behalf of the employee or employees. A classification change involving a change in title or class due to a change in level of duties, responsibilities and/or requirements of a position or positions, shall be termed a "reclassification" and a change involving only a rate of pay revision without any change in level of duties, responsibilities and/or requirements, shall be termed a "rate of pay adjustment". It is accepted that across-the-board increases change the percentage differentials between classes of jobs and positions previously established. Such changes shall not be grounds for requests for reclassifications or grievance.

20.05 Processing Requests

Reclassification, rate of pay and/or rate adjustment requests will be processed and reported on within thirty (30) calendar days by the Employer to the Union and the employee(s) concerned.

20.06 Right to Appeal

The Union shall have the right, within thirty (30) days, to appeal to the local Labour Management Committee on items covered by the above sections, and such appeal shall be in written form and contain valid facts and submissions including contesting salaries, rates, Employer's classification and/or valuations. The local Labour Management Committee (Section 7.04) will attempt to resolve all appeals on classification and valuations within thirty (30) calendar days of notification.

20.07 Arbitration

If the local Labour Management Committee is unable to reach an agreement on reclassifications, rate of pay adjustments or rates of pay for new positions or classes, these Issues shall then be subject to the grievance procedure. In such cases; however, the nominee of the Union and the nominee of the Employer to the Arbitration Board shall be experienced and qualified in Municipal Job Evaluation.

ARTICLE 21 - EMPLOYEE BENEFITS

21.01 Medical Plan

The Parties acknowledge that Medical Services Plan (MSP) premiums, the cost of which had been paid 100% by the Employer, are no longer required to be paid in British Columbia, and instead have been replaced by the Employer Health Tax implemented by the B.C. Provincial Government.

The Parties agree that if, at a later date, the B.C. Provincial Government reinstates the payment of premiums for MSP or a similar Provincial public health insurance plan, the Employer shall pay 100% of the costs of the premiums for all eligible Employees – provided that the Employer is not already paying any premiums, contributions and/or taxes for a similar or overlapping B.C. public health insurance coverage for its eligible Employees.

21.02 Extended Health Care and Dental Plan

The Employer agrees to pay one hundred percent (100%) of all premiums for Extended Health Care and Dental Coverage provided under the Group Benefit Package. The Employer agrees that if the Employer changes benefits carriers the existing levels of coverage will not be reduced.

- 1) Extended Health Benefits Coverage to Include a 100% Plan Real-time Pharmacy Claims Assessment System.
- 2) Dental Coverage: Plan A- 100%; Plan B - 50%; Plan C - 50% with \$2,500.00 lifetime maximum (Children only).
- 3) Vision Care to a maximum of \$500 every two (2) years for each regular employee and their dependents.
- 4) Eye examinations for each regular employee and their dependents once every two years up to a maximum of \$100 per examination.

The following revisions shall be made to the Extended Health Care Plan, effective January 1, 2022:

The annual deductible will increase from \$25 single/\$50 family to \$50 single/\$75 family.

Vision Care shall increase from a maximum of \$500 every two (2) years for each regular employee

and their dependents to a maximum of \$600 every two (2) years.

Chiropractor, Massage Therapy and Physiotherapy paramedical coverages will each increase to a maximum benefit coverage of \$500 per person per calendar year.

Counselling paramedical coverage will increase to a maximum benefit coverage of \$400 per person per calendar year.

The following revision shall be made to the Dental Plan coverage, effective January 1, 2022:

Plan C – 50% coverage: The lifetime limit shall be increased to \$3,000.00.

21.03 Weekly Indemnity and Long Term Disability

The employee agrees to pay one hundred percent (100%) of all premiums for Weekly Indemnity and Long-Term Disability coverage provided under the Group Benefit Package. It is understood that this arrangement is made to ensure that the benefits received from any claims will not be taxable in the hands of the employee.

21.04 Supplementation of Compensation Award

An employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Act and receiving lost time compensation shall be paid utilizing the principle of no loss, no gain. Specifically, the employee will be paid (on regular pay dates) in accordance with the provisions of the Workers' Compensation Board guidelines. All non-statutory deductions will continue as usual. Any top up payment will be subject to the usual deductions as required by statute. At the same time, the Workers' Compensation Board will be requested to remit compensation payments on behalf of the employee, directly to the Employer.

21.05 Death Benefits

All benefits earned or accruing from the employee's period of employment with the Employer shall, in the event of his/her death, be paid to his/her specified beneficiary.

21.06 Group Life Insurance and Accidental Death and Dismemberment Insurance

The Employer agrees to pay one hundred percent (100%) of all premiums for Group Life Insurance Coverage provided through the Group Benefit Package.

The Employer agrees to pay one hundred percent (100%) of all premiums for Accidental Death and Dismemberment Insurance coverage provided through the Group Benefit Package.

The Group Benefit Package provided by the Employer will include the following coverage levels:

Group Life Insurance - two times annual salary to a maximum of \$200,000.00 and Accidental Death & Dismemberment Insurance - two times annual salary to a maximum of \$200,000.00

21.07 Clothing Allowance and Protective Clothing

- a) Upon completion of their probationary period, Regular Employees and Special Assignment Employees in positions specified in Schedule "A", "B" or "D", and Seasonal Employees in positions specified in Schedule "E2", "F1" or "F2", as well as Parking Enforcement Officer positions and Bylaw Enforcement

Officer positions, shall receive a clothing allowance of fifteen dollars (\$15.00) per month for the cleaning/laundrying of their uniforms. It is agreed that this allowance may also be spent on safety boots for these employees required to wear safety boots. Coveralls and hard hats will be provided by the Employer upon commencement of permanent employment and are to be returned on cessation of employment. Loss through negligence or willful damage to Employer-provided clothing shall be replaced at the employee's expense.

- b) Where the Employer requires an employee, other than an employee referred to in paragraph (a) above, to wear a uniform, the Employer shall pay the employee an allowance of two dollars (\$2.00) per week for the cleaning/laundrying of their uniform.

21.08 Pension

All regular employees shall be covered by the provisions of the Municipal Pension Plan. Enrolment shall be subject to the requirements of the Municipal Pension Plan Rules.

21.09 Benefit Plan Coverage

- a) The liability of the Employer under any Benefit Plan is limited to the premiums, or portions of premiums, paid by the Employer related to the provision of the benefit plans. The Employer is not the insurer if any plan carrier denies coverage and/or benefits, or for some other reason coverage is not extended.
- b) All benefit plan coverages, terms, conditions and specific eligibility requirements shall at all times be subject to and governed by the actual terms and conditions of the Plans provided by the carrier(s), as may be amended from time to time by the carrier(s). The Employer agrees that the level of specific benefit coverages provided to employees pursuant to Article 21 shall not be reduced during the term of the Collective Agreement except by mutual agreement of the Employer and the Union.
- c) The Parties agree that the "level of specific benefit coverages", provided to employees under the Extended Health Care and Dental Plan coverages pursuant to Section 21.02, shall consist of:
 - i) the benefit coverages set out in the Extended Health Care and the Dental Benefit Booklets for Pacific Blue Cross Policy No. 53569 – Class No. 1 (last revised April 1, 2017), and
 - ii) increases to the Extended Health Care and/or Dental Plan benefit coverages agreed to between the Parties during the negotiations for the 2017- 2020 and the 2021 – 2024 Collective Agreements.

ARTICLE 22 - SAFETY AND HEALTH

22.01 Employer/Union Safety Committee

A Safety Committee shall be established and composed of two (2) representatives appointed by the Employer and two (2) representatives of the Union.

22.02 Meetings of Committee

The Safety Committee shall hold meetings at least four (4) times a year, or more often if requested by the Union or by the Employer. All unsafe, hazardous or dangerous conditions shall be taken up and dealt with at such meetings. Minutes of all Safety Committee meetings shall be kept, and copies of such minutes shall be provided to the Employer and the Union.

22.03 The Right to Refuse Unsafe Work

A member of the Safety Committee shall have the right to stop any work considered unsafe or hazardous.

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he/she or a member of the Safety Committee believes that it would be unsafe or unhealthy to himself/herself, an unborn child, a workmate, or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the Safety Committee and satisfactorily settled.

22.04 Safety and Health Reports, Records and Data

Upon request of the Chairperson of the Safety Committee, the Employer shall provide the members of the Safety Committee with the details of every accident, incident or occurrence of an occupational disease that occurred at the work site in the previous month.

22.05 Disclosure of Information

Upon request, the Employer shall provide to the Union, information it is capable of obtaining from its suppliers, on the biological agents, compounds, substances and by-products used in the work environment.

22.06 Pay for Injured Employees

An employee who is injured at work 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/her regular rate of pay, unless a doctor or nurse states that the employee is fit for further work on that shift.

22.07 Transportation of Accident Victims

The initial transportation, at the time of an accident, to the nearest physician or hospital for employees requiring medical care as a result of a job related accident shall be at the expense of the Employer.

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.01 Agreement in Principle

The Employer agrees to take all reasonable steps so that an employee shall not lose employment because of a change in procedure or type of service offered, or because of technological change. Every reasonable effort will be made by the Employer to utilize normal turnover of employees, to the extent that it arises during the period in which changes occur, to absorb employees displaced because of such change or changes. However, when necessary to reduce staff, it will be done as outlined in Article 13 of this Agreement. The Employer will notify the union at least three (3) months in advance of a projected technological change. An employee who is laid off due to technological change will receive three (3) months' notice of layoff or three (3) month's severance pay in lieu thereof.

ARTICLE 24 - JOB SECURITY

24.01 Contracting Out

The Employer agrees that regular employees shall not be laid off as a result of contracting out of work or services.

ARTICLE 25 - GENERAL CONDITIONS

25.01 Accommodation

Proper facilities shall be provided for employees to have their meals and keep and change their clothes.

25.02 Bulletin Boards

The Employer shall provide bulletin boards, which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and other such notices as may be of interest to the employees.

25.03 Plural or Feminine Terms May Apply

Wherever singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

25.04 Attachments to Agreement

This Agreement with the inclusion of:

Schedule A - Pay Level System - Utility Workers

Schedule B - Pay Level System - Landscape Gardener

Schedule C - Pay Level System - Secretary/Receptionist

Schedule C1- Pay Level System- Leasing Clerk

Schedule C2- Pay Level System- Accounting Clerk

Schedule D - Pay Level System - Building Custodian

Schedule E1 – Pay Level System – Sunnyside Gatehouse Staff

Schedule E2 – Pay Level System – Sunnyside Site & Facility Maintenance Staff

Schedule E3 – Pay Level System – Sunnyside Store Staff

Schedule F1 – Pay Level System – Visitor Services Housekeeping Staff

Schedule F2 – Pay Level System – Visitor Services Customer Service Staff

Letter of Understanding re: Seasonal Employees

Schedule G - Pay Level System - Bylaw Enforcement Officer

Schedule H - Pay Level System - Parking Enforcement Officer

shall form the total Agreement, and no addendum, appendices, schedules or other attachments shall be valid or in effect unless agreed to by the Employer and the Union, and signed and dated by the authorized representative of the Employer and the Union, subsequent to the date of this agreement

25.05 Harassment

All personnel have the right to work without harassment. Any complaint alleging harassment will be referred to the Union Officer of the employee's choice to be taken up with a representative of the Employer to investigate.

If the complaint is not resolved, it will be dealt with at Step 2 of the grievance procedure.

25.06 Training Opportunities

Training opportunities will be provided in a fair and equitable manner among employees covered by this agreement.

ARTICLE 26 - TERM OF AGREEMENT

26.01 Duration

This Agreement shall be for the period January 1st, 2021 to December 31st, 2024, and from year to year thereafter, subject to the right of either party to the Agreement at any time within four (4) months immediately preceding the last day of December of any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.

26.02 Continuation

Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect until:

- a) The Union shall give notice to strike (or until the Union goes on strike); OR
- b) The Employer shall give notice of lock-out (or the Employer shall lock-out its employees); OR
- c) The parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement,

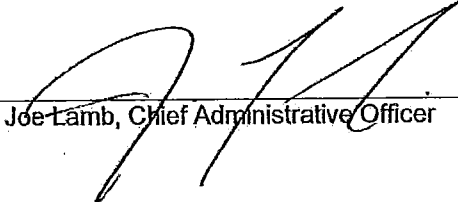
whichever is the earliest.

IN WITNESS WHEREOF the parties hereto have set their hands and seals on the day and year first above written.

CULTUS LAKE PARK BOARD



David Rehrick, CLPB Board of Chair



Joe Lamb, Chief Administrative Officer

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 458 (CLPB SUB-UNIT)

Per:



Darlene Worthylake, President



Regan Gehman, Bargaining Committee
Member



Jeff Henderson, Bargaining Committee
Member

Joy Dundas, Bargaining Committee Member

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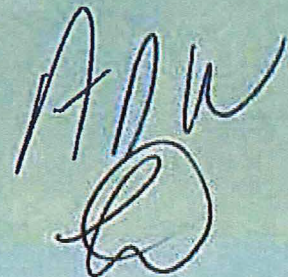
July 15, 2021

Wage Rates

All rates of pay shall be increased as per the following general wage increases:

- Effective January 1, 2021 – 2.0%
- Effective January 1, 2022 – 2.0%
- Effective January 1, 2023 – 2.25%
- Effective January 1, 2024 – 2.5%

Note: The retroactive wage rate increase, as of January 1, 2021, shall be paid to employees who are employed with the Employer as of the date of ratification of the 2021-2024 Collective Agreement.

A handwritten signature in black ink, appearing to be 'ADW' with a large circular flourish underneath.

SCHEDULE "A"
PAY LEVEL SYSTEM – UTILITY WORKERS

POSITION		JAN 1/21	JAN 1/22	JAN 1/23	JAN 1/24
Special Assignment		26.86	27.39	28.01	28.71
Park Utility I	Commencement of employment to 6 th month probationary	26.86	27.39	28.01	28.71
Park Utility II	7 th month to 18 th month completed provided that all requirements are met as per job description	28.46	29.03	29.68	30.42
Park Utility III	19 th month to 27 th month completed provided that all requirements are met as per job description	30.76	31.38	32.08	32.89
Park Utility IV	28 th month PLUS provided that all requirements are met as per job description	31.69	32.33	33.05	33.88
Public Works Supervisor		34.17	34.85	35.63	36.53
Leadhand	Park Utility IV plus \$0.99 per hour				
First Aid	The senior employee on duty holding a valid Occupational First Aid Level III Certification will be paid an additional one dollar (\$1.00) per hour over their regular wage rate for First Aid responsibilities and other First Aid related tasks				

SCHEDULE "B"

PAY LEVEL SYSTEM – LANDSCAPE GARDENER

POSITION		JAN 1/21	JAN 1/22	JAN 1/23	JAN 1/24
Landscape Gardener I	Commencement of employment to 6 th month probationary	26.86	27.39	28.01	28.71
Landscape Gardener II	7 th month to 18 th month completed provided that all requirements are met as per job description	28.46	29.03	29.68	30.42
Landscape Gardener III	19 th month to 27 th month completed provided that all requirements are met as per job description	30.76	31.38	32.08	32.89
Landscape Gardener IV	28 th month PLUS provided that all requirements are met as per job description	31.69	32.33	33.05	33.88

SCHEDULE "C"

PAY LEVEL SYSTEM – SECRETARY/RECEPTIONIST

POSITION		JAN 1/21	JAN 1/22	JAN 1/23	JAN 1/24
Level I	Commencement of employment to 6 th month probationary	22.79	23.24	23.77	24.36
Level II	7 th month to 18 th month completed provided that all requirements are met as per job description	23.92	24.40	24.95	25.57
Level III	19 th month to 27 th month completed provided that all requirements are met as per job description	25.97	26.49	27.08	27.76
Level IV	28 th month PLUS provided that all requirements are met as per job description	29.23	29.82	30.49	31.25

SCHEDULE "C-1"

PAY LEVEL SYSTEM – LEASING CLERK

POSITION		JAN 1/21	JAN 1/22	JAN 1/23	JAN 1/24
Level I	Commencement of employment to 6 th month probationary	24.52	25.01	25.57	26.21
Level II	7 th month to 18 th month completed provided that all requirements are met as per job description	25.79	26.30	26.89	27.57
Level III	19 th month to 27 th month completed provided that all requirements are met as per job description	27.98	28.54	29.18	29.91
Level IV	28 th month PLUS provided that all requirements are met as per job description	31.44	32.07	32.79	33.61

SCHEDULE "C-2"

PAY LEVEL SYSTEM – ACCOUNTING CLERK

POSITION		JAN 1/21	JAN 1/22	JAN 1/23	JAN 1/24
Level I	Commencement of employment to 6 th month probationary	26.45	26.98	27.58	28.27
Level II	7 th month to 18 th month completed provided that all requirements are met as per job description	27.78	28.34	28.98	29.70
Level III	19 th month to 27 th month completed provided that all requirements are met as per job description	30.16	30.76	31.46	32.24
Level IV	28 th month PLUS provided that all requirements are met as per job description	33.89	34.57	35.35	36.23

SCHEDULE "D"

PAY LEVEL SYSTEM – BUILDING CUSTODIAN

POSITION		JAN 1/21	JAN 1/22	JAN 1/23	JAN 1/24
Level I	Commencement of employment to 6 th month probationary	21.01	21.43	21.91	22.46
Level II	7 th month to 18 th month completed provided that all requirements are met as per job description	21.83	22.26	22.77	23.33
Level III	19 th month to 27 th month completed provided that all requirements are met as per job description	22.34	22.78	23.30	23.90
Level IV	28 th month PLUS provided that all requirements are met as per job description	25.19	25.70	26.28	26.93

SCHEDULE "E1"

PAY LEVEL SYSTEM – SUNNYSIDE GATEHOUSE STAFF

POSITION	JAN 1/21	JAN 1/22	JAN 1/23	JAN 1/24
Gatehouse Customer Services Staff	16.83	17.17	17.55	17.99
Gatehouse Supervisor	21.93	22.37	22.87	23.44

SCHEDULE "E2"

PAY LEVEL SYSTEM – SUNNYSIDE SITE + FACILITY MAINTENANCE STAFF

POSITION	JAN 1/21	JAN 1/22	JAN 1/23	JAN 1/24
Sunnyside Site + Facility Maintenance Staff	18.26	18.62	19.04	19.52
Site + Facility Maintenance Supervisor	20.30	20.70	21.17	21.70

SCHEDULE "E3"

PAY LEVEL SYSTEM – SUNNYSIDE STORE STAFF

POSITION	JAN 1/21	JAN 1/22	JAN 1/23	JAN 1/24
Sunnyside Store Clerk	16.32	16.65	17.02	17.45
Sunnyside Store Supervisor	17.85	18.21	18.62	19.08

SCHEDULE "F1"

PAY LEVEL SYSTEM – VISITOR SERVICE HOUSEKEEPING STAFF

POSITION	JAN 1/21	JAN 1/22	JAN 1/23	JAN 1/24
Housekeeping Staff – First Year	16.32	16.65	17.02	17.45
Housekeeping Staff – Second Year	17.34	17.69	18.08	18.54

SCHEDULE "F2"

PAY LEVEL SYSTEM – VISITOR SERVICE CUSTOMER SERVICE STAFF

POSITION	JAN 1/21	JAN 1/22	JAN 1/23	JAN 1/24
Visitor Service Customer Service Staff	17.34	17.69	18.08	18.54
Visitor Service Customer Service Supervisor	18.87	19.25	19.68	20.17

SCHEDULE "G"

PAY LEVEL SYSTEM – BYLAW ENFORCEMENT OFFICER

POSITION		JAN 1/21	JAN 1/22	JAN 1/23	JAN 1/24
Level I	Commencement of employment to 6 th month probationary	31.62	32.25	32.98	33.80
Level II	7 th month to 18 th month completed provided that all requirements are met as per job description	32.64	33.29	34.04	34.89
Level III	19 th month to 27 th month completed provided that all requirements are met as per job description	34.17	34.85	35.64	36.53
Level IV	28 th month PLUS provided that all requirements are met as per job description	36.72	37.45	38.30	39.25

SCHEDULE "H"

PAY LEVEL SYSTEM – PARKING ENFORCEMENT OFFICER

POSITION	JAN 1/21	JAN 1/22	JAN 1/23	JAN 1/24
Parking Enforcement Officer	23.46	23.93	24.47	25.08

LETTER OF UNDERSTANDING

Between:

CULTUS LAKE PARK BOARD

(the "Employer")

And:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 458

(the "Union")

Re: Wage Rate Adjustments

- a) The Parties agree to implement, pursuant to the terms set out below, the following wage rate adjustments with respect to the specified positions:

POSITION	ADJUSTED WAGE RATE
i) <u>Schedule "D" – Building Custodian</u>	
· Level I	\$20.60
· Level II	\$21.40
· Level III	\$21.90
· Level IV	\$24.70
ii) <u>Schedule "E1" – Sunnyside Gatehouse Staff</u>	
· Gatehouse Customer Services Staff	\$16.50
· Gatehouse Supervisor	\$21.50
iii) <u>Schedule "E2" – Sunnyside Site + Facility Maintenance Staff</u>	
· Sunnyside Site + Facility Maintenance Staff	\$17.90
· Site + Facility Maintenance Supervisor	\$19.90
iv) <u>Schedule "E3" – Sunnyside Store Staff</u>	
· Sunnyside Store Clerk	\$16.00
· Sunnyside Store Supervisor	\$17.50
v) <u>Schedule "F1" – Visitor Service Housekeeping Staff</u>	
· Housekeeping Staff – First Year	\$16.00
· Housekeeping Staff – Second Year	\$17.00

vi) Schedule "F2" – Visitor Service Customer Service Staff

· Visitor Service Customer Service Staff	\$17.00
· Visitor Service Customer Service Supervisor	\$18.50

- b) The adjusted wage rates set out in paragraph (a) above will be back-dated to January 1, 2021 for the sole purpose of determining the 2% general wage increase to be paid retroactively to employees in the specified positions who are employed with the Employer as of the date of ratification of the 2021 – 2024 Collective Agreement. For greater clarity, the Parties agree there will be no retroactive payment to any employee in the specified positions of the amount of the increase to the January 1, 2021 base wage rate associated with the adjusted wage rate increases set out in paragraph (a) above.
- c) Further to paragraph (b) above, the applicable adjusted wage rate set out in paragraph (a) above shall be used as the base rate for the purpose of determining the 2% general wage increase to be paid retroactively to employees in the specified positions for the period from January 1, 2021 up to and including the first full payroll cycle following the date of ratification of the 2021 – 2024 Collective Agreement by both Parties.
- d) The adjusted wage rates set out in paragraph (a) above (as increased with the inclusion of the January 1, 2021 2% general wage increase) shall commence to be paid to the employees in the specified positions effective the first full payroll cycle following the date of ratification of the 2021 – 2024 Collective Agreement by both Parties.