

LETTER OF UNDERSTANDING NO. 7

Between

THE DISTRICT OF SPARWOOD

And

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2698**

RE: CERTIFIED JOURNEYMAN – FACILITY SYSTEMS 8 HOUR SHIFT WINTER/SUMMER SHIFT ROTATION

This letter of understanding No.7 replaces the one signed on June 2, 2021, and only changes the title of the LOU

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

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

For the purpose of this Letter of Understanding:

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

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

1. This Letter of Understanding will apply to no more than one employee at a time.
2. This agreement varies the Collective Agreement, as required, to establish the unique terms and conditions of employment applying to these employees. If this Letter of Understanding is silent on a term and condition presently in the Collective Agreement, the Collective Agreement terms will stand.
3. The Certified Journeyman-Facility Systems will be assigned to a winter/summer shift schedule with the understanding that this employee may replace Recreation Maintenance Workers on the 4x4 schedule while they are on extended annual vacation and/or sick leave. There shall be no loss of pay resulting from the transition to the 4X4 schedule when the change is to replace other Recreation Maintenance Workers on annual vacation and / or sick leave.

4. Hours of Work

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

5. Winter/Summer Shift Schedule

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

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

7. Paid Holidays

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

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

8. Annual Vacation

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

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

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

Dated _____ day of _____, 2024.

SIGNED ON BEHALF OF:
CUPE LOCAL 2698

SIGNED ON BEHALF OF:
DISTRICT OF SPARWOOD

John Owen, President

Michele Schalekamp, CAO

Jessica Wheeler, Vice President

David Wilks, Mayor

Keith Nielson,
CUPE National Representative