

COLLECTIVE AGREEMENT

- BETWEEN -

North Cedar Improvement District
(Hereinafter referred to the "Employer")

- AND -

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 401**
(Hereinafter referred to the "Union")

**Term:
JANUARY 1, 2020
TO
DECEMBER 31, 2024**

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This Agreement made this *1st* day of *January, 2020*.

BETWEEN THE:

NORTH CEDAR IMPROVEMENT DISTRICT

(hereinafter called the "Employer")
OF THE FIRST PART

AND THE:

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 401**

(hereinafter called the "Union")
OF THE SECOND PART

PREAMBLE

WHEREAS it is the desire of both Parties to this Agreement:

- To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
- To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions;
- To encourage efficiency in operation;
- To promote the morale, well-being and security of all the employees in the bargaining unit of the Union;

AND WHEREAS it is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in an Agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

1.01

- (a) A regular employee is an employee who is in a position expected to be ongoing.

Benefits

Regular Full-time Employees are entitled to all benefits of this Agreement, except those specifically excluded during probation.

- (b) Regular Part-time Employees, who are normally and regularly scheduled to work eighteen (18) hours or more of the regularly scheduled straight time hours of a full-time employee, are entitled to all benefits of this Agreement, subject to statutory and carrier limitations, provided that sick leave and other paid leaves, vacations and statutory holidays shall be pro-rated for these employees on the basis of the percentage of regular full-time hours worked.
- (c) Regular Part-time Employees, who are normally and regularly scheduled to work less than eighteen (18) of the regularly scheduled straight time of a full-time employee, shall not be entitled to health and welfare benefits (Article 28) but shall receive 12% in lieu of such benefits.

(d) **Temporary-Seasonal Employees**

Temporary-Seasonal Employees are those who are hired on a temporary basis for a specific assignment of up to (9) months duration. Such period of employment shall not be extended unless by mutual agreement between the Parties. Where either Party does not agree to extend the period, said employee shall be terminated. No employees in this category shall be hired while they are qualified permanent employees on layoff that are available to perform work.

Benefit Entitlement

Temporary-Seasonal employees employed as of July 1, 2013 shall be entitled to the regular wage levels and shall be paid fifteen percent (15%) in lieu of all of the benefits and other perquisites provided under this Agreement (i.e.: annual vacations, statutory holidays, sick leave, group life insurance, medical insurance and extended health benefits). Temporary-Seasonal employees who commenced employment after July 1, 2013 shall be entitled to the regular wage levels and shall be paid twelve percent (12%) in lieu of all of the benefits and other perquisites provided under this Agreement (i.e.: annual vacations, statutory holidays, sick leave, group life insurance, medical insurance and extended health

benefits). Temporary-Seasonal Employees hired for regular positions shall have their seniority date made effective as of their original date of hire, provided there has been no break in service that exceeds three (3) consecutive months from their original date of hire. Benefits shall not be retroactive.

(e) **Casual Employees**

Casual Employees are those who are employed at an hourly rate on an intermittent basis, to perform specific short-term or occasional functions, not to exceed thirty (30) days.

Benefit Entitlement

Casual Employees are entitled to the regular wage levels for their duties available under the Agreement. Casual Employees will not accrue seniority and are not eligible for employee benefits under the Agreement (Articles 23 and 28, or any other benefits that extend payment beyond the initial period of employment). It shall not be the intent of this article to reduce an employee's hours solely for the purpose of reducing benefit entitlement.

Casual employees employed as of July 1, 2013 will be paid an additional fifteen percent (15%) in lieu of all of the benefits and other perquisites provided under this Agreement (i.e. annual vacations, statutory holidays, sick leave, group life insurance, medical insurance and extended health benefits). Casual employees who commenced employment after July 1, 2013 will be paid an additional twelve percent (12%) in lieu of all of the benefits and other perquisites provided under this Agreement (i.e.: annual vacations, statutory holidays, sick leave, group life insurance, medical insurance and extended health benefits).

2. MANAGEMENT RIGHTS

2.01 The Management of the work force and the methods of operation are vested exclusively with the Employer, except as otherwise specifically provided for in this Agreement. Such rights shall be exercised in a fair and equitable manner.

2.02 **Personnel Liaison**

The Employer shall designate one (1) person, and in their absence, an alternate person as the Personnel Liaison with employees.

Employees shall be required to take direction directly from the Administrator, and in their absence, the Board Chair.

For the purpose of this Agreement the "Board" is defined to be the Board of the North Cedar Improvement District.

3. RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 401 as the sole and exclusive Collective Bargaining Agency for all of its employees as defined by the appropriate Certification 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 towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 The Union hereby consents and agrees to negotiate with the Employer or any of its authorized committees concerning all matters affecting the relationship between the Parties of this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

4. NO DISCRIMINATION

4.01 The Union, the Employer, their officers, agents and members hereby agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any person in the matter of hiring, wage rates, training, upgrading, promotion, transfer, demotion, layoff, recall, discipline, classification, or discharge by reason of age, race, creed, colour, national origin, religion, political affiliation, sexual orientation, gender or marital status, nor by reason of membership in any labour or management organization.

5. UNION MEMBERSHIP REQUIREMENT

5.01 The Employer agrees that, as a condition of employment, all employees shall be required to become and remain members in good standing of the Union.

5.02 In the event that an employee fails to comply with the provisions of this Article 5.01 - Union Membership Requirement - the Employer shall forthwith terminate their employment.

6. CHECK-OFF OF UNION DUES

6.01 The Employer shall deduct from the wages of every employee who has provided a signed authorization form to the Employer any dues, initiation fees, or assessments levied by the Union on its members. The Union will provide a standard authorization form for all such deductions. Prior to commencing work, the Employer shall ensure that all employees have signed the authorization form.

As a condition of employment, all employees covered by the Certification dated December 21, 1993, shall pay a monthly fee to the Union equal to the Union's monthly dues. This deduction shall be made by the Employer and submitted to the Union monthly by the 15th day of the following month.

Deductions shall be accompanied by a complete list of all employees from whose wages the deductions have been made together with the amounts and the hours worked in each case, with an electronic copy to be forwarded to the Union Office.

7. INTRODUCTION OF NEW EMPLOYEES

7.01 New Employees

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union security and dues check-off.

7.02 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Job Steward or Union Representative. A copy of the Agreement shall be presented to the new employee not later than the implementation of the dues check-off.

8. CORRESPONDENCE

8.01 All correspondence between the Parties arising out of this Agreement, or incidental thereto, shall pass to and from a person designated in writing by the Employer and the President of the Union with a copy sent to the 2nd Vice-President of the North Cedar Improvement District Unit and a copy sent to the Chairperson of the Board and the Chairperson of the Admin/Personnel Committee or such alternate person as the Board may designate.

9. JOINT CONSULTATION COMMITTEE

A Joint Consultation Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. One of whom shall be appointed chairperson alternately. The Committee shall enjoy the full support of both Parties in the interests of improved service to the public and job security of the employees.

The Terms of Reference for the Joint Consultation Committee shall be:

1. To consult regularly at the call of either Chair and in any event not less than every two (2) months during the term of this Agreement about

issues relating to the work place that affect the Parties or any employee bound by this Agreement.

2. To deal with those matters referred to in Section 53 of the Labour Relations Code as follows:

- a) to promote the cooperative resolution of work place issues;
- b) to respond and adapt to changes in the economy;
- c) to foster the development of work-related skills;
- d) to promote work place productivity.

3. To deal with those matters arising under the "Occupational Health and Safety Regulations" of the Workers' Compensation Board.

The Joint Consultation Committee shall not have the authority to amend the Collective Agreement.

10. BARGAINING COMMITTEE

10.01 The Employer and the Union will each appoint and maintain representatives to a Bargaining Committee (hereinafter referred to as the "Bargaining Committee"). The Bargaining Committee shall consist of up to three (3) representatives of the Employer together with up to three (3) members elected by the Union, no more than one (1) of whom shall be a North Cedar Improvement District employee. A list naming the persons in this unit shall be maintained by the Parties, and corrected as necessary during the duration of this Collective Agreement.

10.02 When either of the Parties of the Bargaining Committee wishes to call a meeting of the Committee, a designate of the Employer shall call the same for a suitable time, not more than ten (10) days after receipt of the request. This time may be extended by mutual agreement of both Parties. Any representative of the Employer and any representative of the Union shall give written twenty-four (24) hours notice and shall have the privilege of observing such meeting with no voice. All meetings of the Bargaining Committee shall be held at a mutually agreeable time.

10.03 The Terms of Reference of the Bargaining Committee are to negotiate changes to and/or the renewal of this Agreement and to negotiate the rate of pay referred to in Article 27.02.

11. RESOLUTIONS AND REPORTS OF THE EMPLOYER

11.01 Reports or recommendations dealing with matters of policy and/or conditions of employment which affect employees within the Bargaining Unit shall be

forwarded to the Union so as to give the Union the same notice as would be given to a member of the Board. The Union may make representations to the Board or a representative of the Employer before a decision is taken. The Union shall not use this Article to unduly delay the Board's decision. A copy shall also be sent to the Joint Consultation Committee.

12. GRIEVANCE PROCEDURE

12.01 Any differences arising between the Parties shall be resolved without work stoppage in the following manner:

Step 1

The aggrieved employee(s) will submit the grievance to their Steward. The Steward shall within ten (10) work days of the occurrence of the alleged grievance seek to settle the dispute with a representative of the Employer. If the matter is not resolved within ten (10) work days, it shall be referred to the next step within a further fifteen (15) work days.

Step 2

The matter shall be reduced to writing and be referred to the Chairperson of the North Cedar Improvement District or their designate.

Step 3

If the matter is not resolved at this level within fifteen (15) work days, it shall be referred to arbitration, in accordance with Article 13, within a further thirty (30) work days.

12.02 Permission to Leave Work

The Employer recognizes the role of the Steward includes investigating disputes and presenting positions as provided in the Article without loss of regular wages. The Union recognizes that each Steward is employed by the Employer and that the Steward will not leave work during working hours except to perform duties under this Agreement. Therefore, no Steward shall leave work without obtaining prior permission of the Administrator except in unavoidable, unusual circumstances. Such permission shall not be denied except for bona fide operational requirements.

13. ARBITRATION

13.01 Should the Parties fail to settle any difference, grievance, or dispute whatsoever arising between the Employer and the Union, or the employees concerned, such difference, grievance or dispute, but excluding renegotiation of the Agreement, shall at the instance of either Party, be

referred to the arbitration, determination and award of an Arbitration Board of three (3) members, or, if mutually agreed, a sole arbitrator. Where a three (3) member Arbitration Board is selected, one (1) member is to be appointed by the Employer, one (1) by the Union and the third, who shall be Chair of the Arbitration Board, by the two (2) thus appointed.

If the Parties fail to agree on the appointment of a sole arbitrator, or, if the two (2) appointees fail to agree on a Chair within two (2) weeks after either Party has given notice to the other requiring that such appointment be made, the appointment shall be made by the Director of the Collective Agreement Arbitration Bureau of British Columbia, upon the application of either Party.

The decision of the said Arbitrator, or any two (2) members of a Board, made in writing in regard to any matter referred to Arbitration, shall be final and binding upon the Employer, the Union and the employees concerned.

13.02 Expedited Arbitration

- a) The Parties may, by mutual agreement, refer to this Expedited Arbitration process any outstanding grievance filed at arbitration.
- b) The Parties shall mutually agree upon a single arbitrator, who shall be appointed to hear the grievance and render a decision within three (3) working days of hearing. Brief written reasons for the decision shall be provided by the arbitrator.
- c) An expedited arbitration decision respecting any matter shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter (with the exception of discipline which may remain on an employee's file).
- d) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- e) Notwithstanding (a) above, if the issue changes substantially, either Party may remove from the expedited arbitration process any matter at any time prior to hearing and forward the matter through the arbitration process established pursuant to Article 12. In such an event, time limits shall not act as a bar to the grievance proceeding to that formal arbitration process.
- f) All presentations shall be short and concise, and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentation.

g) The Parties shall equally share the cost of the fees and expenses of the Arbitrator.

h) Neither Party shall appeal a decision of an expedited arbitration.

14. DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Warnings

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the employee involved with a copy sent concurrently to the President of the Union and the 2nd Vice-President of the North Cedar Improvement District Bargaining Unit. Written communication via e-mail is considered an appropriate form of communication if mutually agreed between the Union Vice President and the Board Chair.

Hard copies are to be provided upon request. An employee shall have the right to have a steward present at any discussion with the Administrator (or Board designate) where formal disciplinary action is to be taken. Notwithstanding this Article, it is understood that where circumstances dictate, the Employer may take appropriate disciplinary action without a Steward in attendance.

14.02 Discharge Procedure

An employee who has completed the three (3) month probationary period provided for in Article 15.03 may be dismissed, but only for just and reasonable cause, and only upon the authority of the Employer.

14.03 Crossing a Picket Line During Strike

No employee shall be required to cross a picket line except to provide emergency service for the protection of persons or property.

14.04 Emergency Services

The Union agrees not to establish any picket line so as to stop or impede access to the firehall operated by the Employer.

In the event of a work stoppage, the Union agrees to provide workers to restore water system fire flows essential for firefighting.

15. SENIORITY

15.01 Seniority Defined

Seniority is defined as the length of service with the Employer, or as provided for on the Seniority List referred to in Article 15.02. Seniority shall operate on a bargaining unit wide basis.

Seniority will be the determining factor in the selection of:

- a) overtime;
- b) vacation sign up, subject to Article 22.

The determination of days off shall be on a rotation basis.

15.02 Seniority List

The Employer shall establish and maintain a seniority list showing the date upon which each regular employee's service commenced. An up-to-date seniority list shall be posted on the premises and a copy of the list shall be sent to the Union.

15.03 Probationary Employees

Newly hired regular employees shall be considered on a probationary basis for a period of three (3) months from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of the Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period for any reasonable cause. After completion of the probationary period, seniority shall be effective from the original date of employment.

15.04 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay off, or leave of absence approved by the Employer.

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

- a) is discharged for just and reasonable cause and is not reinstated;
- b) resigns;
- c) is absent from work in excess of two (2) working days without notifying the Employer, unless such notice was not reasonably possible;
- d) fails to return to work within seven (7) calendar days following a layoff and after having been notified by registered mail addressed to the last given address to do so, unless through sickness or other reasonable causes. It shall be the responsibility of the employee to provide the Employer with a current street and mailing address at all times;

- e) is laid off for a period longer than nine (9) calendar months; or
- f) is recalled to work and fails to return to work in accordance with Article 17.04 of this Agreement.

16. PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

- a) Where a vacancy occurs or a new position of a permanent nature is created, notice thereof, outlining the position and grade, shall be posted on a bulletin board at least seven (7) days prior to an appointment being made. The position may also be advertised.
- b) Job postings are to contain: location of the position, closing date, nature of position, qualifications, wage rate or range and number of positions vacant.
- c) The Employer further agrees that before applications are considered for any vacancy or position, applications from qualified permanent employees of the Employer shall first be considered.
- d) Employees wishing to apply for a union position that requires additional qualifications will be considered. Failure to prove completion of qualifications to the employer within forty five (45) days and have on-going upgrading will be deemed unsuccessful.

16.02 Promotions, Transfers, Filling Vacancies

In determining promotions, transfers or filling vacancies, seniority shall be the primary consideration providing the employee is qualified. Where such qualifications for the position applied for are relatively equal, seniority shall be the determining factor. Qualifications, certifications and requirements shall be those necessary to perform the job function as required by the Employer and as mandated provincially by relevant authorization, and may not be established in an arbitrary or discriminatory manner.

16.03 Trial Period

Employees promoted or awarded new positions shall be given sixty (60) working days in which to prove satisfactory and if they fail to do so, or if they are dissatisfied with the position, they shall be returned to their former positions without loss of seniority in such positions.

16.04 Duty to Accommodate

Upon request, the Employer may consider the provision of suitable

alternate employment when, through advancing years, injury, illness or handicap an employee is unable to perform their normal duties.

16.05 Temporary Vacancies

When filling temporary vacancies exceeding three (3) months duration, the Employer will consider applications from permanent employees where operational requirements permit. Where a permanent employee is assigned to a temporary position, they shall be returned to their former position upon completion of the temporary term. Notice of such vacancies shall be posted on a bulletin board. Resulting vacancies shall be filled at the Employer's discretion.

17. LAYOFFS AND RECALLS

17.01 Definition of Lay Off

A lay off shall be defined as a reduction in the work force, or a reduction in the hours of work of an employee.

17.02 Role of Seniority in Lay Offs

Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority and may bump any employee with less seniority providing the senior employee is qualified to perform the available work. In no event shall a part time employee bump a full time employee. The right to bump shall include the right to bump down or laterally. The Employer must be notified within five (5) days by the Union or the employee of where the bumping will occur; unless such notice is not reasonably possible. Any employee displaced by this procedure shall be entitled to the same bumping rights. Bargaining-unit-wide seniority is defined to be only within the Employees of the Employer.

17.03 Advance Notice of Lay Off

Unless legislation is more favourable to the employees, the Employer shall notify, in writing, permanent employees who are to be laid off thirty (30) days prior to the effective date of lay off, or award pay in lieu thereof.

17.04 Recall Procedures

Employees shall be recalled in the order of their seniority, if they are qualified to perform the available work. Notice of a recall shall be given to an employee in writing addressed to their last given address. Employees shall respond within seven (7) days of the receipt of the notice.

17.05 No New Employees

A new employee shall not be hired until those laid off have been given the opportunity referred to in Article 17.04.

17.06 Time Limit to Recall Rights

The provision of this Section shall only apply in respect of any employee for a period of twelve (12) months following the date of lay off.

18. HOURS OF WORK

18.01 Unless otherwise provided for in this Agreement, the following hours of work shall apply:

a) Office Employees

A normal working day for office employees shall consist of seven and a half (7½) consecutive hours, exclusive of the lunch period, between the hours of 8:00 a.m. and 5:00 p.m., Monday to Friday inclusive.

b) Public Works Employees

A normal working day for public works employees shall consist of seven and a half (7½) consecutive hours, exclusive of the lunch period, between the hours of 7:00 a.m. and 6:00 p.m., Monday to Sunday inclusive.

The work week for a full time employee shall consist of five (5) consecutive days followed by two (2) consecutive days off. The work week for a part time employee shall allow the employee two (2) consecutive days off.

18.02 Rest Periods

The Employer shall arrange that during each working day there shall be one (1) fifteen (15) minute paid rest break within each half of the full shift. An employee working less than one (1) full shift shall be entitled to one (1) fifteen (15) minute paid rest break within each four (4) consecutive hours of work. Variances to rest breaks defined in Article 18.02 can be made by mutual consent of the Employee and the Employer.

18.03 There shall be no split shifts.

18.04 The Employer will consider variations in the hours as set forth in this Article, subject to mutual agreement by the Parties.

18.05 Weekend Work

It is not the intent of the Employer to regularly schedule employees for weekend work.

19. OVERTIME AND PREMIUM PAY

19.01 Upgrading

Definition:

Overtime shall be defined as all work in excess of the applicable normal and/or regularly scheduled work day or the applicable normal and/or regularly scheduled work week as set out in Article 18. Overtime rates shall be time and one-half for the first three (3) hours and double time thereafter for each assignment. Anything over 37.5 hours in a week will be paid time and one half (1.5) for the first 7.5 hours and double time (2x) thereafter.

- a) When an employee is directed by the Employer to perform substantially all of the duties of any position superior to that occupied by them for any reason, they shall receive increased pay for the period so worked at the minimum rate of pay for the superior provided that such minimum is greater than they already receive.
- b) Temporary Seasonal Employees and Casual Employees shall be paid in accordance with the work performed.
- c) In the event that the employee is specifically directed by the Employer to perform substantially all of the duties of the Administrator when the Administrator is absent, the Employee shall be paid a premium of \$3.00 (three dollars) per hour above Treasurer rate of pay.

19.02 On Call Pay

Employees required to work on "call-out" shall be paid for two (2) hours at regular rates of pay or for the actual time worked at applicable overtime rates, if the Employee is required to leave his/her residence to perform the work. If the issue can be resolved over the phone, Section 19.04 applies.

The two (2) hour minimum does not apply to employees who have received prior notice while on shift that they will be called back. Upon return to work such employees will be compensated for a minimum of one (1) hour at their applicable overtime rate.

First employee responding on "call-out" will determine whether the situation requires one (1) person or two (2) persons to repair the problem and will complete and submit the required Report to Employer.

19.03 Recall From Vacation

- a) In the event an employee is called back from annual vacation for emergency duty, the employee shall be paid at the rate of double time for the number of days worked and shall also be entitled to receive the unused number of days of annual vacation remaining to their credit when the employee was recalled for duty.
- b) If an employee is called back from annual vacation for emergency duty for only one (1) day or part of any week of their annual vacation, the employee will be permitted to work the balance of that week and shall be paid double time for the number of days worked.
- c) The employee shall also be entitled to receive the unused number of days annual vacation remaining to their credit when the employee was called back for emergency duty.
- d) If the Employer requires work to be done by an employee who is away on annual vacation, the Employer may, notwithstanding Article 31, contract, sub-contract or hire another person or company to do such work.

19.04 Public Works

Pager Pay

Employees may be assigned the responsibility of responding to emergency calls for essential services. Pagers will be provided for this purpose and will be assigned to the designated employee. For each working day the pager is carried by the designated employee, he/she will receive one (1) hour of additional pay at their regular rate. For each non-working day the pager is carried by the designated employee, he/she will receive two (2) hours of additional pay at their regular rate of pay.

19.05 Overtime Meal Allowance

An employee required to work from two (2) to four (4) hours of overtime will receive a twenty (\$20) dollar meal allowance. For every four (4) hours of overtime worked thereafter, an employee will receive a twenty (\$20) dollar meal allowance.

20. N/A

21. HOLIDAYS

21.01 All employees shall, in addition to such special holidays as may be declared from time to time by the Federal or Provincial Governments, be entitled to the following Holidays with pay:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	
Family Day	

21.02 Days in Lieu

When an employee is entitled to a day off in lieu of a holiday, as a result of the holiday falling on a regular day off, or having worked on the holiday, the employee may bank the holiday to be used at a later mutually agreed upon date.

21.03 In the event a holiday falls on a Saturday, it shall be observed on the following Monday unless the Monday is a holiday, in which case the holiday will be on the Tuesday. In the event a statutory holiday falls on a Sunday, it shall be observed in the same manner.

22. VACATION

22.01 Vacation Entitlement

Except as hereinafter provided, the provisions of the "Employment Standards Act" shall apply for the purpose of annual vacation under this Agreement.

Vacation entitlement shall be based on Article 22.02. An employee shall accrue but shall not be entitled to take vacation time until the completion of the first six (6) months of continuous employment. Permanent employees shall be entitled to take their accrued holidays in each year of employment following completion of their first year, to be paid at the classified rate for the period of time during which they are taken.

Employees will be encouraged to use their entitlement in the current year, to be scheduled during mutually agreed time periods. Should vacation credits be carried over to a subsequent year, they will be paid when taken at the classified rate for the year in which they were earned.

22.02 Schedule

All permanent employees shall receive annual vacation as follows:

During the first calendar year----- 3 weeks pro-rated at 6%
During second to fifth calendar year----- 3 weeks at 6%
During sixth to tenth calendar year ----- 4 weeks at 8%
During eleventh to sixteenth calendar year-----5 weeks at 10%
During seventeenth and subsequent calendar years-----6 weeks at 12%
WHICH EVER IS GREATER

22.03 Commencement of Service

For all new permanent employees the actual date of commencement of service of the Employee shall be the date from which the accrual of annual vacation begins.

22.04 Seniority in Selection of Vacation Period

Senior employees shall be given preference in the selection of vacation periods, provided the Employer is advised of the selection of periods by March 15th for vacation to be taken prior to September 30th, and by July 31st for vacation to be taken between September 30th and December 31st. All vacation periods will be mutually agreed upon by the Employer and Employees.

22.05 Minimum Vacation Period

Employees may elect to take vacation during separate periods, rather than during one (1) unbroken period, provided the periods are a minimum of one (1) full work week, or multiples of a full work week. Notwithstanding this clause, the Employer may, at its discretion, allow vacation to be taken in periods of less than one (1) week, but in no case shall any such period be less than one (1) full work day.

22.06 Rest Days

The Employer agrees that an employee's rest days immediately preceding and/or immediately following, and contiguous with a period of vacation or a holiday, when such holiday is included in the period of vacation, are an employee's free time to be enjoyed at the employee's discretion as part of the vacation break.

In order to provide coverage for such rest days, the Employer shall designate an employee. In the case of two employees with back to back vacation periods, the senior employee shall be given the right of first refusal.

22.07 Banking Vacation Time

Employees will have the option of being able to bank up to one (1) week per year of their annual vacation time. Banked vacation time must be taken in time off and shall not be paid out in cash. Additional time may be banked with the agreement of the Employer provided that no more that a total of three (3) weeks may be banked.

23. SICK LEAVE PROVISIONS

23.01 Entitlement

Subject to the provisions of Article 15.02 and Article 23.05 sick leave credits with pay shall be granted on the basis of one and one-half (1½) work days per month, cumulative up to ninety (90) work days.

Sick leave will not accrue while off sick.

23.02 Application

- a) Sick leave with pay is only payable because of sickness, and employees who are absent from duty because of sickness may be requested at any time to prove sickness to the satisfaction of the Employer. A letter from a medical doctor shall be provided if requested and such note shall be paid for by the Employer. An employee who fails to comply with this Article shall not be paid for sick leave claimed.
- b) Employees will notify the Employer as promptly as possible of any absence from duty because of sickness, and employees will be expected to notify the Employer a reasonable time prior to their return.
- c) Sick leave pay shall be computed on the basis of scheduled work days, and all claims will be paid on this basis.

23.03 Compensable Sick Leave

- a) Sick leave pay shall be paid for the three (3) days or less not covered by the Workers' Compensation Act, when the employee has accumulated sick leave credits.
- b) Employees with accumulated sick leave to their credit shall turn over, or cause to be turned over, to the Employer, any monies paid or payable to them by the Workers' Compensation Board, and upon so doing will receive full pay up to the value of the accumulated sick leave.

In such cases there will be a deduction from the accumulated sick leave of the percentage by which the Workers' Compensation Board does not recompense the Employer. If there is no credit of sick leave, employees will retain their Workers' Compensation Board cheques.

- a) Sick leave may be applied for to cover a medical appointment which, as the result of an accident, is necessary and is covered by Workers' Compensation.
- b) Employees qualifying for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period.

23.04 Medical Leave

Employees who are off because of sickness or accident shall, at the expiration of sick leave, be continued on the payroll under the heading of "Leave of Absence Without Pay" for a period of not less than twenty (20) work days. If no written report is received by the Employer within the twenty (20) work days from such an employee, explaining their condition, the employee will be removed from the payroll. Further Leave of Absence periods without pay may be granted upon written request. These written requests will be acknowledged in writing.

23.05 Payment of Unused Sick Leave Upon Retirement

- a) The Employer will provide for the payment of unused or accumulated sick leave upon the retirement of any regular employee subject to the following conditions:
 - i. Total payment not to exceed forty-five (45) days accumulation.
 - ii. The amount is payable only upon retirement pursuant to the Pension (Municipal) Act or death, not upon voluntary severance or dismissal for cause, of an employee.
- b) Employees opting for early retirement shall provide the Employer with **three (3) months'** notice where possible and a pay out of unused Sick Leave days shall be subject to the same conditions as normal retirement.

23.06 Family Illness

While it is recognized that sick leave days are to be used by an employee for their own personal illness or non-occupational injury, where an immediate family member becomes ill or injured, an employee shall be entitled, upon approval by the Employer, to use a maximum of five (5) of their accumulated sick days per year to provide the necessary care.

24. LEAVE OF ABSENCE

24.01 For Union Business

Representatives of the Union shall be permitted leave, at a mutually convenient time, in order to carry on negotiations with the Employer, or to investigate [which investigation shall not exceed one (1) hour of Employer paid time per grievance] or present a grievance to the Employer, the Employer will be compensated as per Article 25.06 of this Agreement and the employee shall suffer no loss of pay or benefits for the time so spent.

24.02 Leave for Union Members

Any employee who is elected or selected for a full time position with the Union or Union Affiliate may be granted Leave of Absence as per Article 25.06 for a period of one (1) year. Such leave may be renewed for one (1) further year during the employee's term of office.

24.03 Union Conventions

Leave of Absence shall be granted as per Article 25.06 to one (1) employee elected or appointed to represent the Union at Union conventions and Leave of Absence may be granted without pay to additional employees at the Employer's discretion.

24.04 Bereavement Leave

All employees coming within the scope of this Agreement shall be entitled to a maximum of five (5) working days compassionate leave in the event of serious illness or bereavement in their immediate family. Immediate family is to include the father, mother, brothers, sisters, spouse, common-law-spouse (as defined in the Family Relations Act), children, in-law parents, grandparents, grandchildren and current step-parents of an employee.

For the purpose of this Article, serious illness is defined to be a life threatening illness or disease. In the case of serious illness, the employee must attend at the ill relative's location in order to access the Leave.

24.05 Emergency Leave

Any employee may be entitled to an Emergency Leave Without Pay, without providing notice for a severe family emergency occurring during a time when prior leave permission would be impossible. The Employer may consider alternate ways to log the Emergency Leave upon hearing the explanation after the employee returns to work.

24.06 Pregnancy Leave

Should interpretation be required, the Employment Standards Act will be referred to.

Pregnancy leave shall cover a period up to fifty-two (52) weeks before or after the birth or adoption of a child. A request for pregnancy leave must be supported by a Certificate of a Medical Practitioner. Where the premium costs of benefits are shared, the employee may elect to continue to pay her share. Upon return from pregnancy leave, the employee shall be reinstated in her former position or in a comparable position with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

Where a doctor's Certificate is provided stating that a longer period of pregnancy leave is required for health reasons, an extension up to a maximum of one (1) additional year shall be allowed. General leave may be granted where additional leave is required because of the health of the newborn child.

24.07 Employment During Pregnancy

The Employer shall not deny a pregnant employee the right to continue employment during the period of pregnancy when her duties can reasonably be performed. The Employer may require proof of the employee's capability to perform her normal work through the production of a medical certificate.

24.08 Parental Leave

Should interpretation be required, the Employment Standards Act will be referred to.

1. An employee who requests parental leave under this section is entitled to,
 - a) For a birth mother who takes pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the pregnancy leave taken unless the employer and employee agree otherwise,
 - b) For a birth mother who does not take pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event,
 - c) For a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and
 - d) For an adopting parent, up to 37 consecutive weeks beginning within 52 weeks after the child is placed with the parent.

2. If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to 5 additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
3. A request for leave must
 - a) be given in writing to the employer,
 - b) if the request is for leave under subsection (1) (a) or (b), be given to the employer at least 4 weeks before the employee proposes to begin leave, and
 - c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
4. An employee's combined entitlement to leave under this section and pregnancy leave section is limited to 52 weeks plus any additional leave the employee is entitled to under the Employment Standards Act, section 50 (3) or subsection (2) of this section.

24.09 General Leave

Leave of absence without pay may be granted to employees for good and sufficient cause upon written application to the Employer and with the consent of the Employer.

25. PAYMENT OF WAGES

25.01 Pay Days

Pay Days shall be bi-weekly by a direct deposit payroll.

25.02 Statements

The hours of work and rates of pay, deductions, bonuses and appropriate allowances for all hourly paid employees during a pay period shall be shown on a pay statement at the completion of that pay period.

25.03 Duties Outside of Classification

When any employee is sent to perform duties contracted for by the Employer, they shall be paid the Union wage in classification.

25.04 Wage Schedule

Employees shall be paid the wages and salaries set out in Schedule "A" attached hereto and forming part of this Agreement.

25.05 Jury or Witness Pay

Any employee serving as a juror or court witness in response to a subpoena shall sign over their jury or court witness pay to the Employer and they shall receive from the Employer in lieu thereof, pay at their regular rate for the time for which their jury or court witness pay applies.

25.06 Union Leave Reimbursement

The Union shall reimburse the Employer for the hours spent on Union business plus twenty (20%) to cover applicable benefits.

26. HARASSMENT

All personnel have the right to work without harassment. Any employee alleging harassment shall be encouraged to deal with it at the appropriate Step of the Grievance Procedure. A dissatisfied grievance may then proceed without prejudice through legal/judicial due process. Costs for a legal/judicial process shall not be paid by the Employer but shall be borne by the person alleging harassment except as directed by the courts.

27. JOB CLASSIFICATION AND RECLASSIFICATION

27.01 Job Descriptions

- a) The Employer will prepare and submit to the Union a job description for all present classifications and for any new classification developed during the term of this Agreement.
- b) The Employer will also prepare and submit to the Union a report showing members' names, job titles, seniority dates and rates of pay.

27.02 Changes in Classification

When the duties or volume of work in any classification are changed or increased, or where the employee feels they are unfairly or incorrectly classified, or when any position not covered by Schedule "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

28. EMPLOYEE BENEFIT PLANS

28.01 Retirement

- a) All employees shall be advised three (3) months in advance of the date of their retirement.

- b) Except by agreement of the Parties hereto, no employee shall remain in the employ of the Employer for a period longer than twelve (12) months after reaching maximum retirement age. The Employer reserves the sole right to determine whether or not any employee will continue to be employed after having reached maximum retirement age.
- c) Retirement shall be defined pursuant to the provisions of the Pension (Municipal) Act.

28.02 Medical Plan

The monthly contributions to the B.C. Medical Services Plan and the Extended Health Benefits Plan on behalf of all employees covered shall be one hundred percent (100%) employer paid.

- *Eye Care, i.e. Optometrists Visits – 100% Employer paid.*
- *Eye Glasses – 100% Employer paid up to three-hundred fifty dollars (\$350.00) every two years.*

28.03 Dental Plan

The Employer shall provide a Dental Plan. The premium to be paid for this plan shall be shared as follows:

- **100% Employer Paid**

28.04 Group Insurance Plan

The Employer and the Union shall maintain a Group Insurance Plan which will include Life and Accidental Death and Dismemberment Provisions. For coverage equal to \$75,000 the premium cost shall be borne one hundred percent (100%) by the Employer.

Conversion

Within thirty-one (31) calendar days following termination of employment, which includes retirement, regular employees may exercise a conversion privilege, if available through the carrier, without evidence of insurability. In the event the carrier requires insurance in multiples of annual salary (or some other formula) the Parties agree to re-open this provision.

28.05 Group RRSP

The Employer shall provide a Group RRSP to which it will contribute four (4%) percent in the first year, five (5%) percent in the second year and six (6%) percent in the third and subsequent year of employment to be matched by payroll deductions by the employees. Participation will be mandatory for all permanent employees subject to eligibility requirements pertaining to other

group benefits (namely completion of three months' probation). Contributions by the employee may not be withdrawn without written authorization from the Board, or upon termination of employment. The vesting period will be one (1) year.

28.06 Continuation of Benefits During Work Stoppages

In the event of work stoppage, the Employer agrees to maintain all medical, dental, extended health and group insurance on behalf of all employees. The Union agrees to reimburse the Employer for the premiums during this period.

29. SAFETY, HEALTH AND SPECIAL PROVISIONS

29.01 Health and Safety Committee (part of the Joint Consultation Committee)

The "Occupational Health & Safety Regulations" as prescribed by the Workers' Compensation Board of British Columbia shall apply. The Union and the Employer shall cooperate in promoting and improving rules and practices which promote an occupational environment which improves conditions and provides protection from factors adverse to employee health and safety.

29.02 Hardex Lenses

The additional cost of hardex lenses will be borne by the Employer in the case of any employee required to wear hardex lenses by the Workers' Compensation Board of British Columbia.

29.03 Drivers' Examinations

An employee who requires a driver's license for their employment shall maintain such license in good standing, required driver abstracts every six months or at the discretion of the employer. Non-compliance is cause for termination.

29.04 Cost of Legal Proceedings

Should legal proceedings be taken against an employee while engaged in the scope of their employment with the Employer, and the employee is found not guilty or not liable in respect of such charge or proceedings, the employee shall be reimbursed by the Employer for reasonable legal expenses incurred in their defence against such proceedings.

29.05 Training Development Assistance

a) When an employee is selected by the Employer to attend a specific course, the Employer shall pay all expenses including the employee's normal salary.

- b) An employee wishing to take job related courses which do not require time off from work must apply for reimbursement approval in advance. Upon successful completion and presentation of receipts, the Employer shall reimburse the employee for the cost of tuition and required texts.
- c) Regardless of any training taken at the Employer's expense, employees shall not automatically receive promotion unless a position is posted and filled pursuant to Article 16.01 or reclassified pursuant to Article 27.02.

29.06 Courses and Training

In the event that the employer should introduce, or have introduced to them, new methods and/or certification which requires new or greater skills than possessed by employees under the present methods of operation, such employees shall, at the expense of the employer, be given a reasonable period, not to exceed a maximum of one (1) year, during which time they may perfect or acquire the skills necessitated by the new standards or methods of operation. There will be no change in wage rates during the training period of any such employee and no reduction of pay upon being reclassified in the new position.

Should the introduction of new methods of operation create a need for the perfection of skills requiring a training period of longer than one (1) year, the additional training shall be subject for discussion between the Union and the Employer. Where the Parties are unable to arrive at a mutually acceptable solution, the matter shall be dealt with under the terms of the grievance/arbitration procedure of this Agreement.

29.07 Personal Vehicle Mileage

Any employee directed by the Employer to drive a private vehicle in the performance of their duties shall be reimbursed at an equal rate as stated in the Policy "Meal and Travel Expenses". Employees will complete and submit a report monthly if necessary. In the event the Board increases the per kilometer rate, employees shall receive the increased rate.

The use of personal vehicles and the payment of mileage is not intended to be a regular, ongoing requirement of an Employee in the performance of their duties.

The Employer shall provide work vehicles for employees required to work off site on a regular basis or whose duties frequently and normally include those outside of the District's office.

29.08 Identification Credentials

All employees who are required in the performance of their duties in the field to deal directly with the Public, shall be provided with, and shall carry the appropriate photo identification credentials from the Employer. This identification will be returned to the Employer upon termination of employment.

29.09 Safety Footwear

The Employer will pay up to \$150.00 towards the purchase of one (1) pair of steel-toed or safety boots annually. Payment will be made upon the presentation of the appropriate sales receipt.

29.10 Tool Allowance

The employer will provide one hundred (100%) percent of the tools needed for employees to perform their duties in their classification.

30. TECHNOLOGICAL CHANGE & STATUTORY REGULATION

The Employer will discuss proposed technological and/or statutory changes with the Union and shall give as much notice as possible to employees affected to give them the opportunity to train to operate the new equipment or seek other employment. No regular employees shall be displaced because of technological or statutory requirement without having received one (1) weeks notice, pay included, for each year of service, with a minimum of four (4) weeks, during which time they will be allowed up to five (5) hours per week with pay for the purpose of job interviews.

31. JOB SECURITY

The Employer agrees that all work or services performed by the employees shall not be contracted, sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company or non-unit employee, if it would cause or prolong the lay off of any permanent employee except as otherwise permitted by this Agreement.

- 32. N/A
- 33. N/A
- 34. N/A

35. PRESENT CONDITIONS AND BENEFITS

35.01 Present Conditions to Continue

Except as changed by this Agreement, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Employer, shall continue to be enjoyed and possessed by present and future employees of the Employer and shall continue to be enjoyed and possessed so long as they are not abused, but may be modified by mutual agreement between the Employer and the Union.

35.02 Amalgamation

In the event of some form of amalgamation between the North Cedar Improvement District and any other body, the Employer agrees that it will use its best effort to ensure

- a) the seniority rights and benefits of the District employees are protected;
- b) work shall be allocated strictly according to seniority and that a new employee's seniority shall be established from the date they commence work.

36. N/A

37. GENERAL

WHEREVER the 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 part or Parties hereto so require.

38. TERM OF AGREEMENT

38.01 This Agreement shall be binding and remain in full force and effect from the 1st day of January, 2020 to the 31st day of December, 2024 and shall continue from year to year thereafter, unless either Party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

38.02 All revisions to the Collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

38.03 If negotiations extend beyond the anniversary date of the Agreement, both Parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining *or strike or lockout*.

38.04 Legislative Changes

All provisions of the Agreement are subject to applicable laws now and hereafter in effect. If any law now existing or hereafter enacted or proclaimed or regulation shall invalidate or disallow any portion of the Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the Parties shall remain in existence. In such an event, the applicable clause(s) shall be re-opened for negotiations. *The intent of such negotiation shall be to maintain wages, benefits and working conditions at current levels.*


38.05 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement and the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. Failing mutual agreement on provisions to be substituted, the dispute may be referred to arbitration. The arbitrator will have the powers of an interest arbitrator with respect to the provisions to be substituted for the provisions so rendered null and void or materially altered.


IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

SIGNED FOR THE
NORTH CEDAR
IMPROVEMENT DISTRICT

SIGNED FOR THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 401



Board CHAIR
(Stephen Dives)

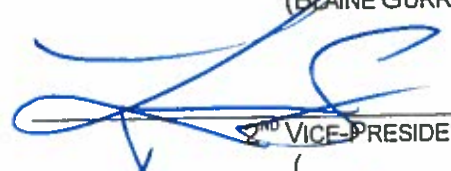


ADMINISTRATOR
(Jennifer Bradley)

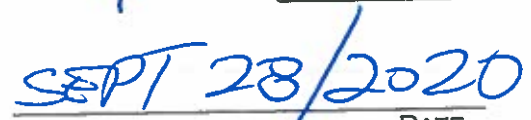


DATE

PRESIDENT
(BLAINE GURRIE)



2ND VICE-PRESIDENT
()



DATE

SCHEDULE A (Hourly Rates of Pay)

	2019	2020	2021	2022	2023	2024
Classification						
Billing Clerk	\$28.37	\$28.94	\$29.52	\$30.18	\$30.86	\$31.63
Treasurer	\$30.46	\$31.07	\$31.69	\$32.40	\$33.13	\$33.96
Operator	\$27.08	\$27.62	\$28.17	\$28.81	\$29.46	\$30.19
Maintenance Technician, Level 1	\$27.08	\$27.62	\$28.17	\$28.81	\$29.46	\$30.19
Maintenance Technician, Level 2	\$27.98	\$28.54	\$29.11	\$29.77	\$30.44	\$31.20
Maintenance Technician Supervisor	\$31.13	\$31.75	\$32.39	\$33.12	\$33.86	\$34.71
*Auxiliary Employee (Inside/Outside)	\$19.80	\$20.20	\$20.60	\$21.06	\$21.54	\$22.08

Terms and Wages

January 1, 2020—2%

January 1, 2021—2%

January 1, 2022—2 1/4%

January 1, 2023—2 1/4%

January 1, 2024—2.5%

