COLLECTIVE AGREEMENT

BETWEEN

RAYLEIGH WATERWORKS DISTRICT

-AND-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 900-16

Glen Desjardine

January 1, 2025 - December 31, 2027

TABLE OF CONTENTS

PREAMBLE **1**

ARTICLE 1 MANAGEMENT RIGHTS **1**

1.01 RIGHTS OF THE EMPLOYER 1

ARTICLE 2 RECOGNITION AND NEGOTIATIONS **2**

2.01 BARGAINING AGENCY 2
2.02 WORK OF THE BARGAINING UNIT 2
2.03 NO OTHER AGREEMENTS 2
2.04 NO OTHER BARGAINING AGENT 2

ARTICLE 3 CONTINUATION OF ACQUIRED RIGHTS **2**

3.01 APPLICABLE LAWS 2
3.02 AMALGAMATIONS, REGIONALIZATION AND MERGER PROTECTION 3

ARTICLE 4 NO DISCRIMINATION **3**

4.01 NO DISCRIMINATION 3
4.02 NO HARASSMENT 3

ARTICLE 5 UNION SECURITY **3**

5.01 MEMBERSHIP IN THE UNION 3

ARTICLE 6 CHECK-OFF OF UNION DUES **4**

6.01 UNION DUES 4
6.02 DEDUCTIONS 4

ARTICLE 7 THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES **4**

7.01 ACQUAINT NEW EMPLOYEES 4
7.02 COPY OF THE AGREEMENT 4

ARTICLE 8 CORRESPONDENCE **4**

8.01 CORRESPONDENCE 4

ARTICLE 9 LABOUR MANAGEMENT NEGOTIATIONS **5**

9.01 BARGAINING COMMITTEE 5
9.02 ADDITIONAL REPRESENTATIVES 5
9.03 FUNCTION OF BARGAINING COMMITTEE 5
9.04 TIME OFF FOR MEETINGS 5
9.05 LABOUR-MANAGEMENT COMMITTEE 5

ARTICLE 10 GRIEVANCE PROCEDURE **6**

10.01 GRIEVANCE COMMITTEE 6
10.02 SHOP STEWARD(S) 6
10.03 NOTIFICATION OF GRIEVANCE COMMITTEE 6

10.04 Shop Steward Leaving Work 6
10.05 Grievance Procedure 6
10.06 Steps of the Grievance Procedure 6
10.07 Policy Grievance 7
10.08 Replies to Grievances 7
10.09 Settled Grievances 7
10.10 Facilities for Grievance Meetings 7

ARTICLE 11 ARBITRATION 7

11.01 Single Arbitrator 7
11.02 Appoint an Arbitrator 7
11.03 Decision of the Arbitrator 8
11.04 Costs of the Arbitrator 8
11.05 Labour Relations Code 8
11.06 Amending of Time Limits 8
11.07 Witnesses 8

ARTICLE 12 DISCHARGE, SUSPENSION AND DISCIPLINE 8

12.01 Just Cause for Discipline and Dismissal 8
12.02 Burden of Proof 8
12.03 Right to Have Steward Present 8
12.04 Picket Line 9
12.05 Reason in Writing 9
12.06 Special Grievance 9
12.07 Reinstatement 9
12.08 Access to Personnel File 9

ARTICLE 13 DEFINITIONS 9

13.01 Full Time Employee 9
13.02 Part Time Employee 9
13.03 Probationary Employee 10
13.04 Seasonal Employees 10
13.05 Temporary Employees 10

ARTICLE 14 SENIORITY 11

14.01 Seniority Defined 11
14.02 Seniority Lists 11
14.03 Loss of Seniority 11
14.04 Transfers and Seniority Outside the Bargaining Unit 12

ARTICLE 15 LAYOFFS AND RECALL 12

15.01 Layoffs and Rehiring Procedure 12
15.02 Notice of Layoff 12
15.03 Recall 13
15.04 Return to Work 13
15.05 Emergent or Short Term Work 13
15.06 Employee Responsibility 13

ARTICLE 16 PROMOTIONS AND STAFF CHANGES 13

16.01 Notice in Writing 13
16.02 Seniority to Apply 13
16.03 Union Notification 14
16.04 Promotions Requiring Higher Qualifications or Certifications 14
16.05 While on Vacation or Leave of Absence 14
16.06 Assigned to a Job at a Higher Classification 14

ARTICLE 17 HOURS OF WORK 14

17.01 Normal Work Cycle 14
17.02 Shift Schedules 14
17.03 Rest Periods 14
17.04 Minimum Hours 15

ARTICLE 18 OVERTIME 15

18.01 Overtime Defined 15
18.02 Overtime - Normal Work Cycle 15
18.03 Overtime – Statutory Holidays 15
18.04 Call Out 15
18.05 Early Start Overtime 16
18.06 Overtime Authorization 16
18.07 No Layoff to Compensate for Overtime 16
18.08 Payment of Overtime 16

ARTICLE 19 HOLIDAYS 16

19.01 Statutory Holidays 16
19.02 Rate of Pay 16
19.03 Holiday Occurring During Annual Vacation 16

ARTICLE 20 VACATIONS AND ENTITLEMENT 17

20.01 Definitions 17
20.02 Vacation Time 17
20.03 Employees on Layoffs 17
20.04 Scheduling Vacations 17
20.05 Sick While on Vacation 17

ARTICLE 21 SICK LEAVE 18

21.01 Sick Leave Defined 18
21.02 Entitlement 18
21.03 Proof of Illness 18
21.04 Sick Leave and Leave of Absence 18
21.05 Sick Leave Without Pay 18
21.06 Illness in the Family 18
21.07 Time Off for Medical and/or Dental Appointments 19

ARTICLE 22 LEAVE OF ABSENCE 19

22.01 Union Leave 19

22.02 UNION CONVENTIONS 19
22.03 LONG TERM LEAVE FOR UNION OFFICERS 19
22.04 LEAVE FOR PUBLIC OFFICE 19
22.05 GENERAL LEAVE 20
22.06 JURY OR COURT WITNESS LEAVE 20
22.07 BEREAVEMENT LEAVE 20
22.08 MATERNITY LEAVE 20
22.09 PARENTAL LEAVE 20
22.10 FAMILY RESPONSIBILITY / COMPASSIONATE CARE LEAVES 20
22.11 EDUCATION LEAVE 20

ARTICLE 23 PAYMENT OF WAGES AND ALLOWANCES 21

23.01 PAY DAYS 21
23.02 DIRECT DEPOSITS 21
23.03 STAND-BY 21
23.04 TRAVEL EXPENSES 22
23.05 PER DIEM RATES 22
23.06 PROTECTIVE CLOTHING ALLOWANCE 22

ARTICLE 24 JOB CLASSIFICATION AND RECLASSIFICATION 22

24.01 INCREASE IN DUTIES AND/OR RESPONSIBILITIES 22
24.02 WORKING IN OTHER CLASSIFICATION 22
24.03 JOB DESCRIPTION 22

ARTICLE 25 SAFETY 23

25.01 CO-OPERATION 23
25.02 VACCINATIONS 23

ARTICLE 26 BENEFITS AND PENSION 23

26.01 BENEFIT PLAN 23
26.02 CONTINUATION OF BENEFITS 24
26.03 PENSION PLAN 24

ARTICLE 27 TECHNOLOGICAL CHANGE 25

27.01 NOTICE OF CHANGE 25

ARTICLE 28 JOB SECURITY 25

28.01 CONTRACTING OUT 25

ARTICLE 29 PRESENT CONDITIONS AND BENEFITS 25

ARTICLE 30 GENERAL 25

30.01 SINGULAR OR MASCULINE 25
30.02 BULLETIN BOARDS 26
30.03 INDEMNIFICATION CLAUSE 26

ARTICLE 31 TERM OF AGREEMENT 26

SCHEDULE "A" 27

PAY INCREASE GRID 27

AGREEMENT BETWEEN:

THE RAYLEIGH WATERWORKS DISTRICT,
(hereinafter called the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 900-16,
Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour Congress
(hereinafter called the "Union")

PREAMBLE

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

To promote harmonious relations and settled conditions of employment between the Employer and the Union;

To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages, etc.

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 method of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

NOW THEREFORE the parties hereto agree as follows:

ARTICLE 1 MANAGEMENT RIGHTS

1.01 Rights of the Employer

Nothing in this Agreement shall limit Rayleigh Waterworks District in the exercise of its function of management, under which it shall have among other things the right to hire new employees and to direct the working force, including the promotion and demotion of employees; to discipline, suspend, discharge for cause, transfer or lay off employees because of lack of work; require employees to observe the Rayleigh Waterworks District rules and regulations not inconsistent with the provisions of this Agreement; to decide on the products to be handled, the methods and schedule of operation, provided that Rayleigh Waterworks District shall not use its function of management for the purpose of any improper discrimination against any employee.

ARTICLE 2 RECOGNITION AND NEGOTIATIONS

2.01 Bargaining Agency

The Employer, or anyone authorized to act on its behalf, approves and recognises the Canadian Union of Public Employees, Local No. 900-16, as the sole bargaining agency for all of its employees except those excluded by the *Labour Relations Act* and hereby consents and agrees to negotiate with the Union or any authorized committee thereof, in any and all matters affecting the relationship between the Parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

2.02 Work of the Bargaining Unit

It is further agreed that, except for incidental or emergent situations or except for employees of a bona fide contractor who are not in the bargaining unit for which the Union is certified, any person whose classification is not covered by the Agreement shall not perform work that is normally done by those employees who are deemed to be within the bargaining unit for which the Union is certified under the *Labour Code of British Columbia*.

It is agreed that the Employer has the right to contract out work. However, such contracting out shall not affect the continued employment of those persons covered by this Agreement, nor shall any employee suffer a reduction in hours of work due to contracting out by the Employer.

2.03 No Other Agreements

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

2.04 No Other Bargaining Agent

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

ARTICLE 3 CONTINUATION OF ACQUIRED RIGHTS

3.01 Applicable Laws

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

3.02 Amalgamations, Regionalization and Merger Protection

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

a) Employees shall be credited with all seniority rights with the new employer.

b) All service credits relating to vacation with pay and sick leave credits shall be recognized by the new employer.

c) Overall conditions of employment, wage rates and other benefits of the new employer shall be equal to the overall provisions in effect with the current Employer.

d) No employee shall suffer a loss of employment as a result of merger.

e) Preference in location of employment in the merged service shall be on the basis of seniority.

ARTICLE 4 NO DISCRIMINATION

4.01 No Discrimination

The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction or coercions exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoffs, discipline or otherwise by reason of age, race, creed, colour, sex or sexual orientation, national origin, political or religious affiliation, marital status nor by reason of his/her activities with a labour union. The *Human Rights Code* will apply.

4.02 No Harassment

All personnel have the right to work without harassment. Complaints from bargaining unit employees alleging harassment from supervisors or other employees shall be dealt with through the grievance procedure.

ARTICLE 5 UNION SECURITY

5.01 Membership in the Union

Every employee who is now or hereafter becomes a member of the Union shall maintain his/her membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, after the commencement of his/her employment, become a member of the Union as a condition of employment.

ARTICLE 6 CHECK-OFF OF UNION DUES

6.01 Union Dues

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

6.02 Deductions

Deductions shall be made from the payroll period based on twenty-six (26) pay periods per year and shall be forwarded to the Secretary-Treasurer of the Union not later than the tenth (10^{th}) day of the month following, accompanied by a list of all employees from whose wages the deductions have been made.

The Employer shall have no financial responsibility for remittance to the Union of any of the fee(s) and/or dues(s) of any Employee, otherwise prescribed by this Article, unless the Employer owes an Employee sufficient unpaid monies to allow for such deduction(s). The Union agrees to indemnify and hold the Employer harmless against any claims, demands, actions, charges and/or any other legal proceedings(s) or otherwise brought against the Employer in any forum whatsoever arising out of or concerning the application of any provision(s) of this Article 6.

ARTICLE 7 THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

7.01 Acquaint New Employees

The Employer agrees that on commencement of employment an elected Union designate (i.e. Shop Steward) will provide the new employee(s) a fifteen (15) minute orientation on the roles of the Collective Agreement.

7.02 Copy of the Agreement

Newly hired employees shall be presented with a copy of the Agreement by the Employer on commencement of employment. The Employer will supply the Union with revised copies of the Collective Agreement as required. In addition, employees shall be presented with a union membership card/union dues check off card. The dues check off card to be signed and given back to the Employer who in turn shall forward it to the union shop steward.

ARTICLE 8 CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidents thereto, shall pass to and from the Rayleigh Waterworks District and the Secretary of the Union and a copy shall be sent to the Unit Chair.

ARTICLE 9 LABOUR MANAGEMENT NEGOTIATIONS

9.01 Bargaining Committee

A bargaining committee shall be appointed and consist of not more than two (2) members of the Employer as appointees of the Employer, and not more than one (1) member of the Union as appointees of the Union. The Union will advise the Employer of the Union nominees to the committee.

9.02 Additional Representatives

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

9.03 Function of Bargaining Committee

All matters of mutual concern pertaining to rates of pay, hours of work, working conditions, collective bargaining, etc., shall be referred to the bargaining committee for discussion and settlement.

9.04 Time Off for Meetings

Any representative of the Union on this committee, who is in the employ of the Employer shall have the privilege of attending on-site meetings of the committee held within working hours without loss of remuneration.

9.05 Labour-Management Committee

a) A joint Labour-Management Committee shall meet at least once every three (3) months or within five (5) days of either party requesting a meeting. The purpose of such meetings will be to discuss and resolve problems and concerns each party may have. There shall be up to one (1) members from each party on this Committee. Time off for employees to attend the Committee meeting shall be given with pay.

   The Union shall have the right to have the assistance of a non-employee representative of the Canadian Union of Public Employees and the Employer shall have the right to have advisory counsel present.

b) The Labour Management Committee shall have jurisdiction to deal with work requirements, job descriptions, training, and retraining of employees due to technological changes. The Labour Management Committee shall have the power to make recommendations to the Employer or the Union, with respect to discussions held during Labour Management meetings.

   Issues dealing with active grievances are not discussable items of Labour Management meetings. Once negotiations have commenced to amend a Collective Agreement, all Labour relations issues will be referred to the negotiation committee(s).

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

ARTICLE 10 GRIEVANCE PROCEDURE

10.01 Grievance Committee

In order to provide an orderly procedure for the settling of grievances the Employer acknowledges the right of the Union to appoint, or otherwise select a grievance committee of two (2) members one of whom shall be the Unit Chair, whose duties shall be to process any grievance in accordance with the grievance procedure.

10.02 Shop Steward(s)

The Employer shall recognize shop steward(s) appointed or otherwise selected by the Union, whose duties shall be to investigate and to attempt to settle disputes before reaching the grievance committee.

10.03 Notification of Grievance Committee

The Union shall notify the Employer in writing of the name of each grievance committee member and shop steward before the Employer shall be required to recognize them.

10.04 Shop Steward Leaving Work

In order that the work of the Employer shall not be unreasonably interrupted, the shop steward shall not leave their work without obtaining permission of their supervisor/manager. Such permission shall not be unreasonably withheld.

10.05 Grievance Procedure

a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.

b) The Union and its members agree that the grievance procedure is the only method to resolve complaints and grievances arising from the agreement. In return the Employer agrees that labour/management and personnel matters will only be discussed during in camera meetings and will not be discussed during public meetings.

10.06 Steps of the Grievance Procedure

Should a dispute arise between the Employer and any employee(s) or the Union regarding interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle this dispute in the following manner:

Step 1: The aggrieved employee(s) shall submit the grievance to the shop steward. Grievances shall be initiated with all dispatch but at all times within thirty (30) days.

Step 2: If the Union grievance committee considers the grievance to be justified, the employee(s), together with their shop steward, shall first seek to settle the dispute with the Employer. The Employer or their designate is to give decision within five (5) working days.

Step 3: Failing agreement being reached in Step 2, application shall be made to the Board within five (5) working days, in writing, stating the grievance concerned and a hearing shall be arranged with the Board within fifteen (15) days following the application.

Step 4: Upon notice of decision of Step 3 and failing a satisfactory settlement reached in Step 3, the Union may, on giving fifteen (15) days' notice in writing to the Employer of its intention, refer the dispute to arbitration.

10.07 Policy Grievance

When a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this article may be bypassed.

10.08 Replies to Grievances

Replies to written grievances shall be in writing at all stages.

10.09 Settled Grievances

Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.

10.10 Facilities for Grievance Meetings

The Employer shall supply the necessary facilities for the grievance meetings.

ARTICLE 11 ARBITRATION

11.01 Single Arbitrator

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

11.02 Appoint an Arbitrator

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

11.03 Decision of the Arbitrator

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

11.04 Costs of the Arbitrator

Each Party shall bear one-half (½) of the cost of the Arbitrator and each party will be responsible for the remuneration and expenses of its own witnesses, employees, and representatives.

11.05 Labour Relations Code

Section 104 of the Labour Relations Code shall apply.

11.06 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties to this Agreement.

11.07 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses without pay and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or arbitrator(s) to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 12 DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Just Cause for Discipline and Dismissal

Whenever the Employer deems it necessary to discipline an employee either in oral or written form, then the presence of a Shop Steward is required. No employee shall be suspended, demoted, dismissed or disciplined except for just and reasonable cause.

All documentation shall be signed by the parties. Copies of all warnings shall be provided to the Union within five (5) days.

12.02 Burden of Proof

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

12.03 Right to Have Steward Present

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

12.04 Picket Line

Proper cause shall not include the refusal of an employee to cross a picket line maintained at the premises of the Employer by other employees of the Employer who are engaged in a legal strike.

12.05 Reason in Writing

When an employee is discharged or suspended he shall be given the reason therefore in writing within twenty-four (24) hours of such suspension or discharge.

12.06 Special Grievance

A claim by an employee that he has been discharged or suspended for other than proper cause shall be treated as a special grievance and may be submitted directly under Step 2 of Article 10.06.

12.07 Reinstatement

In the event the Arbitrator finds that an employee has been suspended or dismissed 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 or her wages or salary lost by reason of such suspension or dismissal, or such 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.

12.08 Access to Personnel File

An employee shall have the right to have access to, review and copy their personnel file, in the presence of the Manager or designate and to respond in writing to any document contained therein. Such reply shall become part of the employee's record. If there have been no further similar offences, the letters or reports in the employee's file shall be removed after twenty-four (24) months.

No documents shall be placed in an employee's personnel file without their knowledge.

ARTICLE 13 DEFINITIONS

13.01 Full Time Employee

A full time employee is an employee in a posted position who has successfully completed probation and who works on an annual basis in a regularly scheduled work cycle as per Article 17.01. Full time employees accumulate seniority from date of hire and are entitled to all benefits provided in the Agreement upon successful completion of probationary period.

13.02 Part Time Employee

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

Part time employees will be placed on a "Part Time Employment List" after an employee has worked an equivalent of six (6) months full time employment. The list will be based on the date the employee completed an equivalent of six (6) months full time employment qualifying period. Placement on the list shall entitle the part time employee to limited rights for the purpose of bidding into full time positions such that a part time employee, shall be given first (1st) preference for a vacant position, provided they possess the required qualifications, skills, abilities, and knowledge and where no full time employee has applied and is qualified.

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

13.03 Probationary Employee

Newly hired employees shall be on probation for six (6) months. During the probationary period employees shall be entitled to all rights and privileges of this Agreement unless otherwise provided, except for discharge. The standard of discharge for probationary employees shall be lack of general suitability for continued employment.

As per Article 14.01 the probationary period for part time employees shall equal one thousand and forty (1,040) hours.

13.04 Seasonal Employees

For the purposes of this section the definition of "Seasonal" employees is one who is employed for a specific period of time (not to exceed six (6) consecutive months).

13.05 Temporary Employees

A person who is employed for a specified period of time, to fill a specific position which is available due to the absence of an employee through illness, accident, vacation, or approved leave of absence, or extra workload. Such positions shall be posted in accordance with Article 10.01. Any position occupied by a temporary employee shall be assumed by the person, normally holding the position, upon their return from leave.

None of the provision of the Agreement, other than wage rates, Union dues deductions, fifteen (15%) percent in lieu of all vacation and fringe benefits, and access to grievance procedure shall apply to temporary employees, unless they are a current regular employee filling the position.

Employees holding a temporary assignment may not bid on another one, until the current assignment has ceased, or by mutual agreement between management and employee.

All temporary and part-time employees at date of ratification shall maintain their seniority rights.

ARTICLE 14 SENIORITY

14.01 Seniority Defined

a) Seniority for full time employees shall be measured by length of service in the employ of the Employer and be based upon date of hire and, except as provided in Article 14.04.

b) Seniority for part time, temporary and casual employees shall be earned for each hour of worked based on one (1) year equalling two thousand and eighty (2,080) hours of work.

c) Seniority shall prevail in the assignment of hours.

d) Overtime shall be offered to the senior person on shift at the time the overtime is required.

e) Prior service with the Employer will be counted for seniority purposes.

14.02 Seniority Lists

The Employer shall prepare and keep up to date a seniority list of all employees who have qualified for seniority, and a copy of such list, including date of hire, as it may be revised from time to time, shall at all times be kept posted on the Union designated bulletin boards by May 1st of each year. All employees shall be given the opportunity to review and approve of these dates.

14.03 Loss of Seniority

a) Except as provided in Subsection (b), an employee shall not lose their seniority if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.

b) An employee shall lose their seniority in the event:

i) They are discharged for proper cause;

ii) They resign;

iii) They are absent from work in excess of four (4) working days without approval, unless it was not reasonably possible to contact the Employer to request such approval;

iv) They fail to return to work following a layoff, within the period prescribed in Article 15.04, unless unable to do so because of sickness, or other reasonable cause;

v) They are laid off for a period longer than one (1) year.

14.04 Transfers and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain seniority acquired at the date of leaving the unit. Employees promoted or transferred to a non-bargaining unit position shall retain their seniority for three (3) months after which time, the individual shall lose all seniority rights.

ARTICLE 15 LAYOFFS AND RECALL

15.01 Layoffs and Rehiring Procedure

a) In the event of a layoff, employees shall be laid off in the reverse order of their seniority, provided those remaining are capable of performing the available work. Employees shall be recalled in the order of their seniority, provided they are qualified to do the work.

In the event of a temporary layoff; the Employer will first seek volunteers, providing the least senior employee has a minimum of two (2) years of service; and if there are no volunteers then the employees shall be laid off in the reverse order of their seniority provided that those employees retained are reasonably competent to fill the position. In the event the temporary layoff becomes permanent the laid off employee with the seniority will be recalled and the most junior employee will be laid off.

In the event of a permanent layoff the junior employee will be laid off.

b) Seniority shall apply on lay-offs, recalls and job posting within the bargaining unit subject to the conditions stated in this Article, and provided the employee has the present ability and qualifications to perform the work. Determination of knowledge and ability to perform the work shall be made by the Employer in a just manner.

c) In the event of the elimination of any job in the bargaining unit, the employee(s) affected shall first exercise his/her seniority in his/her classification, then in the bargaining unit, in that order respectively if they are qualified to fill the position.

15.02 Notice of Layoff

Written notice of layoff shall be as follows:

a) One (1) week's notice after three (3) consecutive months of employment;

b) Two (2) weeks' notice after twelve (12) consecutive months of employment;

c) Three (3) weeks' notice after three (3) years of employment, plus one (1) additional week for each additional year of employment, to a maximum of eight (8) weeks' notice.

Employer shall pay to the employees, one (1) full day's wages for each day of notice not given.

15.03 Recall

In the case of employees who are laid off due to lack of work, such employees shall be entitled to recall for employment in order of seniority, provided they are qualified to do the work available.

15.04 Return to Work

Such employees shall return to work within five (5) working days (or such longer period as may be mutually agreed upon by the parties) after recall notice has been received.

15.05 Emergent or Short Term Work

When emergent or short term work of less than four (4) working days occurs, the Employer may recall employees out of order of seniority and the provisions of Article 15.04 shall not apply.

15.06 Employee Responsibility

It shall be the responsibility of a laid off employee to keep the Employer informed of his current address and telephone number at which he may be contacted.

ARTICLE 16 PROMOTIONS AND STAFF CHANGES

16.01 Notice in Writing

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

16.02 Seniority to Apply

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

16.03 Union Notification

The Union shall be notified as per Article 8, within five (5) working days of any and all appointments, hiring, layoffs, rehiring and terminations of employment.

16.04 Promotions Requiring Higher Qualifications or Certifications

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

16.05 While on Vacation or Leave of Absence

An employee shall advise their supervisor in writing, of their intention to apply for an anticipated job posting, prior to taking vacation or a leave of absence, or at the time of a layoff notice. The Employer shall notify all employees on vacation or leave of absence of all job postings that come available.

16.06 Assigned to a Job at a Higher Classification

Employees who are assigned in writing to perform a job at a higher classification shall be paid at that higher rate.

ARTICLE 17 HOURS OF WORK

17.01 Normal Work Cycle

The normal work cycle shall be as follows:

1) Full Time shifts are four (4) days on with three (3) days off. Shift hours will be ten (10) hours shifts from 7:00 am to 5:00 pm.

2) Part Time shifts are three (3) days on with four (4) days off. Shift hours will be ten (10) hour shifts from 7:00 am to 5:00 pm.

Employees will receive a 30 minute paid lunch break within the schedule shift.

17.02 Shift Schedules

Shift schedule to be posted a minimum one (1) week in advance.

Shift Schedules may be changed with two (2) weeks' notice, by the Employer after consultation with the Union.

Employees shall have the opportunity to switch shift schedules as long as it does not result in overtime.

17.03 Rest Periods

a) Employees shall be permitted a paid fifteen (15) minute rest period in the first (1st) half (½) of the work day and a second (2nd) such rest period in the second (2nd) half (½) of the work day.

b) An employee who is on overtime extending beyond their shift, shall be entitled to a paid fifteen (15) minute rest period after each completed two (2) hours of overtime work, provided such work is to extend for a period of time in excess of the said two (2) hours. Employees who work four (4) hours or more of overtime beyond their shift shall be entitled to a thirty (30) minute paid meal break.

c) An employee who is called out and is required to work four (4) hours shall be entitled to a paid thirty (30) minute meal break, provided that such overtime work is to extend for a period in excess of four (4) hours.

17.04 Minimum Hours

In the event of an employee starting work in any day and being sent home before the employee had completed four (4) hours, the employee shall be paid for four (4) hours. In the event that an employee reports to work, but is sent home before commencing work, the employee shall be paid for two (2) hours at regular rates.

ARTICLE 18 OVERTIME

18.01 Overtime Defined

All time worked beyond the normal scheduled work day and the normal scheduled work cycle, at the request of the Management, shall be deemed as overtime, and paid a minimum of one (1) hour.

18.02 Overtime - Normal Work Cycle

All time worked after normally scheduled hours (twelve (12) hour shift) shall be paid at double (2x) time for each hour thereafter. When working ten (10) hour shifts the employee will be paid time and one half (1½) for hours worked between ten (10) and twelve (12) and then double (2x) time for each hour thereafter.

18.03 Overtime – Statutory Holidays

Any employee who is required to work on a statutory holiday shall be paid at the rate of time and a half (1½x) the regular rate of pay for every hour worked in addition to the employee's regular statutory holiday pay.

18.04 Call Out

A call out is defined as an employee needing to respond to a matter that cannot be handled remotely.

An employee called out to work outside normal scheduled working hours shall be paid at time and a half (1½x) the regular rate of pay; and shall be paid for a minimum of two (2) hours.

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

18.05 Early Start Overtime

No employee shall be sent home during a normal scheduled work day to compensate for early start overtime. An employee required to work before the commencement of the employee's normal work day shall be paid overtime rates of time and a half (1½x) for the period up to the commencement of the normal work day, providing the full normal scheduled hours is completed.

18.06 Overtime Authorization

There shall be no overtime worked without prior approval from the Employer.

18.07 No Layoff to Compensate for Overtime

Employees shall not be required to lay off regularly scheduled hours to equalize any overtime worked. Shift schedules may not be changed for the sole purpose of eliminating overtime.

18.08 Payment of Overtime

An employee working overtime for which the employee is entitled by the terms of Articles 18.01 - 18.07 shall be paid for such overtime at the appropriate rates as earned.

ARTICLE 19 HOLIDAYS

19.01 Statutory Holidays

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

New Year's Day	Labour Day
Family Day	National Day for Truth & Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day

And any other day proclaimed or declared by the Federal, Provincial, or Municipal Governments as a holiday.

19.02 Rate of Pay

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

19.03 Holiday Occurring During Annual Vacation

Should a statutory or public holiday occur during an employee's annual vacation period, the employee shall be given an extra day's vacation with pay in lieu of payment of such holiday.

ARTICLE 20 VACATIONS AND ENTITLEMENT

20.01 Definitions

a) **Vacation Day – Definition of:**

The term "vacation day" as used in this Agreement shall mean a working shift as per Article 17.01.

b) **Vacation Pay Rate**

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

20.02 Vacation Time

- New employees will accrue one (1) day of vacation for each completed month of service to a maximum of eight (8) shifts. New employees will be entitled to eight (8) shifts of unpaid vacation if requested in the first (1st) year of work;
- After the first (1st) anniversary employees shall be granted eight (8) shifts of vacation with full pay;
- After the second (2nd) anniversary employees shall be granted twelve (12) shifts of vacation with full pay;
- After the seventh (7th) anniversary employees shall be granted sixteen (16) shifts of vacation with full pay equal;
- After the fifteenth (15th) anniversary employees shall be entitled to twenty (20) shifts of vacation with full pay;

20.03 Employees on Layoffs

Employees who have earned seniority and have been laid off shall be paid for annual vacations as per Article 20.02 at the time of layoff.

20.04 Scheduling Vacations

Annual vacations shall be arranged mutually so as to cause a minimum of interruptions of service. Seniority shall prevail in the choice of the annual vacation season.

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

20.05 Sick While on Vacation

When an employee who is on vacation becomes sick or requires hospitalization the employee shall present proof of illness or hospitalization and have that portion their vacation time reinstated. It is understood that when sick leave replaces vacation days the employee must reapply for use of those vacation days.

ARTICLE 21 SICK LEAVE

21.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act. Such leave shall be deducted from the employee's entitlement.

21.02 Entitlement

On January 1st of each year all employees will have twelve (12) shifts of sick time placed in their bank.

A sick leave shift will either be a ten (10) hour or a twelve (12) hour shift. If a sick leave shift is used during Winter Schedule one (1) full shift will be deducted from the sick leave bank. If a sick leave shift is used during the Summer Schedule one (1) full shift will be deducted from the sick leave bank.

21.03 Proof of Illness

An employee may be required to produce a certificate from any illness lasting longer than three (3) shifts from a duly qualified medical practitioner certifying that the sick employee is unable to carry out their duties due to illness. If there is a fee for this certificate the Employer shall reimburse the employee for such cost upon presentation of the paid receipt.

21.04 Sick Leave and Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the Employer upon expiration of such leave of absence, etc. they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or layoff.

21.05 Sick Leave Without Pay

Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted by mutual agreement of the parties hereto.

21.06 Illness in the Family

In the case of illness of an immediate member of the family (a parent, wife, husband, child, grandchild, grandparent) of an employee where no one at home, other than the employee, can provide for the needs of the ill person, the employee shall be entitled after notifying the Employer to use a maximum of three (3) accumulated sick leave shifts per year. Proof of illness may be required.

21.07 Time Off for Medical and/or Dental Appointments

Where it is not possible to schedule medical and/or dental appointments outside of regularly scheduled working hours, reasonable time off for medical and dental appointments for employees shall be permitted, but where any such absence exceeds two (2) hours, the full time absent shall be charged to sick leave. Employees who schedule appointments during working hours must provide a reasonable reason for scheduling appointments during working hours. This does not apply for emergency or for treatments that are preplanned.

ARTICLE 22 LEAVE OF ABSENCE

22.01 Union Leave

a) The Employer agrees that, where permission has been granted by the Employer and said permission shall not be unduly or arbitrarily withheld, to representatives of the Union to leave their employment temporarily for the purposes of grievance investigation or representing an employee in a disciplinary action, they shall suffer no loss of "straight-time" hourly pay for time so spent. For greater clarity and certainty, under no such circumstances shall the Employer be obliged to pay any overtime or any other additional pay.

b) Subject to the Employer's operational requirements, leave without pay and without loss of seniority will be granted to a maximum of ten (10) days per year with one (1) week written notice for other official Union business or such additional days as the parties mutually agree. The Employer shall invoice the Union for all wages and benefits and the employee shall receive the regular pay.

22.02 Union Conventions

Leave of absence without pay and without loss of seniority shall be granted, upon two (2) weeks written request to the Employer, to employees elected or appointed to represent the Union at Union conventions. Limited to one (1) employee at a time. Such time shall not exceed ten (10) working days in any one (1) year.

22.03 Long Term Leave for Union Officers

Any employee who is elected or appointed to a full time position with the Union or any body with which the Union is affiliated or any employee who is elected or appointed to public office, shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of one (1) year. Such leave shall be renewed each year during his/her term of office as mutually agreed to by the Union and Management.

22.04 Leave for Public Office

Subject to the Employer's operational requirements, leave without pay and without loss of seniority will be granted for an employee elected to public office with the federal or provincial government.

22.05 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to a maximum of six (6) months to any employee requesting such leave for good and sufficient cause, such request to be in writing and submitted to the Employer.

Subject to carrier approval, employees on general leave may continue to maintain benefit coverage by paying the total cost of premiums.

22.06 Jury or Court Witness Leave

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

22.07 Bereavement Leave

Regular employees shall be granted leave as follows:

a) Up to three (3) days if necessary in the case of a death of a partner, parent, child, brother, brother-in-law, sister, sister-in-law, parent-in-law, step mother, step father, grandchild or grandparent of the employee. Where the normal work days are involved the employee shall be paid his regular wages for such a day or days.

b) Additional leave of absence without pay will be granted where necessary for the purpose of attending the funeral.

22.08 Maternity Leave

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

22.09 Parental Leave

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

22.10 Family Responsibility / Compassionate Care Leaves

Family Responsibility and Compassionate Care Leaves will be in accordance with the provisions of the *Employment Standards Act of British Columbia*.

22.11 Education Leave

a) Where an employee is required to hold and maintain any qualification tickets to comply with the standards required they shall be paid for lost time at their regular rate of pay while attending such examination and/or course. The Employer shall pay any associated costs for courses, such as accommodations, meals, mileage, and transportation.

b) The Employer shall compensate full time employees for the fees expended in maintaining their certificates and licences where such certificates/licenses are required by the Employer, such as but not limited to: Environmental Operators Certificate Program (EOCP); and the British Columbia Water and Waste Association (BCWWA), upon successful completion.

c) The Employer will compensate part time, seasonal and temporary employees on a pro-rated basis (based on hours worked) for the fees expended as per Article 22.11 (b).

ARTICLE 23 PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

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

23.02 Direct Deposits

All salary and wage payments shall be by direct deposit to a bank or Credit Union branch of the employee's choice; subject to payroll service approval.

23.03 Stand-by

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

a) Two (2) hours pay at their regular rate of pay for each normal work day on which the employee was on standby and/or carry a cell phone; also worked their regular shift and the water treatment plant is in production outside normal work hours.

b) Three (3) hours pay at their regular rate of pay for each day of rest or statutory holiday on which the employee was on standby and/or carry a cell phone and the water treatment plant is in production outside normal work hours.

c) Employees when required, must arrange for the return of cell phones on their own time.

d) One (1) hour's pay at the regular rate of pay for each normal work day on which the employee was on standby and/or required to carry a cell phone and the water treatment plant is not in production outside normal working hours.

23.04 Travel Expenses

Where an employee is required to use their personal vehicle for transportation purposes only (i.e. training courses), for the Employer's business, the employee shall be reimbursed at the BC Government rate per kilometre of travel. The Employer shall provide vehicles for all other Employer business.

23.05 Per Diem Rates

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

23.06 Protective Clothing Allowance

Whenever it is determined by the Employer that protective clothing is required or needs to be replaced after being turned in, then such clothing will be supplied. Protective clothing includes but not limited to: coveralls, rubber coveralls, gloves, rain gear, hard hats, face shields, safety glasses and rubber boots.

For employees who require safety boots to carry out their job and assigned duties, up to one hundred fifty ($150.00) dollars per annum will be reimbursed to such employees upon presentation of original receipt(s) from the purchase of CSA approved footwear. Employees who so choose may defer the one hundred fifty ($150.00) dollars until the following year in order to purchase Safety boots not to exceed three hundred ($300.00) dollars and will be required to present the original receipt(s) from the purchase of the CSA approved footwear.

ARTICLE 24 JOB CLASSIFICATION AND RECLASSIFICATION

24.01 Increase in Duties and/or Responsibilities

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

24.02 Working In Other Classification

An employee temporarily assigned to work in a classification carrying lower rates shall be paid at the rate of pay for his permanent classification.

24.03 Job Description

The Employer agrees to draw up job descriptions for all current positions and any new positions that may arise over and above the job descriptions presently specified, during the life of this Agreement. Said job descriptions will be presented in writing to the Union through the Labour Management Committee and shall become the recognized job description unless written notice is given by the Union within thirty (30) days.

ARTICLE 25 SAFETY

25.01 Co-operation

The Union and the Employer shall co-operate in continuing and perfecting the safety measures now in effect. There is an established Occupational Health and Safety Committee as per the WorkSafe BC regulations that meets on a regular basis and is comprised of Union and Management members, which require a staff representative from each department of the District.

25.02 Vaccinations

Each permanent employee that receives a vaccination related to the handling of sewage shall have the submitted receipt reimbursed by the Employer.

ARTICLE 26 BENEFITS AND PENSION

26.01 Benefit Plan

a) Medical Services Plan of BC

Effective December 1st, 2016, employees shall be enrolled in the Medical Services Plan of British Columbia (unless the employee has coverage from another source). The co-share of the premiums shall be:

Employer – fifty (50%) percent

Employee – fifty (50%) percent

b) Dental plan

Coverage will be one hundred (100%) percent for preventive and basic procedures.

Coverage will be fifty (50%) percent for major procedures.

The premiums will be co-shared with the Employer paying seventy-five (75%) percent and the Employee paying twenty-five (25%) percent.

c) Extended Health Benefit Plan

In-province hospital coverage shall be one hundred (100%) percent without a deductible, semi-private hospital room.

Prescription drug coverage shall include one hundred (100%) percent reimbursement rate without a deductible and a maximum of ten thousand ($10,000.00) dollars per benefit year.

Out-of-province expenses that are emergency services are one hundred (100%) percent covered without a deductible. Referred services are eighty (80%) percent covered without a deductible.

Medical services and equipment are one hundred (100%) percent covered without a deductible with maximums as per group plan.

Paramedical services coverage shall be one hundred (100%) percent to a maximum of five hundred ($500.00) dollars per benefit year for each specialty.

Vision Care Policy of two hundred fifty ($250.00) dollars in any twelve (12) month period for a person under age eighteen (18) or in any twenty-four (24) month period for any other person for eyeglasses, contact lenses or laser eye correction surgery. Eye exams are one (1) exam over two (2) benefit years.

The premiums will be co-shared with the Employer paying seventy-five (75%) percent and the Employee paying twenty-five (25%) percent.

d) Twenty-five thousand ($25,000) dollars Life Insurance and AD&D coverage.

The premiums will be co-shared with the Employer paying seventy-five (75%) percent and the Employee paying twenty-five (25%) percent.

e) Ten thousand ($10,000) dollars Life Insurance coverage available for spouses and five thousand ($5,000) dollars coverage available for children.

26.02 Continuation of Benefits

a) Temporary Layoffs

In cases of temporary layoffs, the Employer agrees to maintain the payment of the premiums paid by the Employer; and any other coverages as may be negotiated by the Union and the Employer for a maximum period of three (3) months.

Subject to carrier approval, where the layoff exceeds three (3) months, then the employee may continue to maintain coverage by paying the total cost of premiums.

b) Employee Retirement

Subject to carrier approval, in the case of the retirement of a long-term employee, eligible for pension, the Employer shall maintain the premiums for the Medical Services Plan and the Dental Plan for a bridging period of one (1) month. Coverage does not include any other benefits.

c) Post Sixty-five (65) Benefits

Post sixty-five (65) benefits, if available are subject to carrier approval. If an employee does not qualify for coverage by the Insurer, the Employer is not liable for benefit coverage.

26.03 Pension Plan

The Employer will provide a Registered Retirement Plan to all employees on a voluntary basis in which the Employer shall match all employee contributions to a maximum of two and one-half (2.5%) percent of the employee's gross salary.

ARTICLE 27 TECHNOLOGICAL CHANGE

27.01 Notice of Change

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

The Employer shall discuss proposed technological change with the Union and will give as much notice as possible to employees affected to give them an opportunity to train to operate the new machinery or to seek other employment. No permanent employee shall be displaced because of technological change without having received a minimum of four (4) weeks' notice, during which time he/she will be allowed reasonable time with pay for the purpose of the job interviews.

Any employee that does lose their employment due to technological change shall receive two (2) weeks' severance pay for each year of service or equivalent work at their current rate of pay.

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

ARTICLE 28 JOB SECURITY

28.01 Contracting Out

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

ARTICLE 29 PRESENT CONDITIONS AND BENEFITS

All working conditions which employees now receive, as employees of the Employer, shall continue to be received in so far as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

ARTICLE 30 GENERAL

30.01 Singular or Masculine

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 party or parties hereto so require.

30.02 Bulletin Boards

The Employer shall provide suitable bulletin boards in all shops upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

30.03 Indemnification Clause

The Employer recognizes that as a general principle, it has an obligation to its employees to indemnify them from damages and costs incurred by them as a result of actions or prosecutions brought against employees acting in the ordinary course of their duties.

ARTICLE 31 TERM OF AGREEMENT

The term and conditions of this Agreement shall be binding and remain in full force and effect from January 1st, 2025 to December 31st, 2027 and shall continue from year to year hereafter until a new Agreement is reached as provided for in the Statutes of the Province of British Columbia. However, any changes deemed necessary in the Agreement may be made by mutual agreement at any time during the existence of the Agreement.

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

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this day of11/07/2025 , 2025**.**

ON BEHALF OF:

RAYLEIGH WATERWORKS DISTRICT

Glen Desjardine (Jul 11, 2025 15:13 PDT)

Glen Desjardine, Trustee

Brian Samila (Jul 11, 2025 18:07 PDT)

Brian Samila, Trustee

ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 900

Harry Nott
CUPE National Representative

Jessica Soppit (Jul 11, 2025 15:14 PDT)

Jessica Soppit
Unit Chair, Local 900 (Rayleigh)

Ken Davis

Ken Davis, President, Local 900

SCHEDULE "A"

Pay Increase Grid

POSITION	JAN 1, 2024	JAN 1, 2025 6.00%	JAN 1, 2026 4.00%	JAN 1, 2027 3.00%
Labourer	$26.73	$28.33	$29.46	$30.34
Water Utility Operator	$33.05	$35.03	$36.46	$37.52

NOTES:

In addition to the base rate for the employee the Employer agrees to pay the employee one dollar ($1.00) per hour per certification achieved for the first (1st) three (3) levels and fifty cents ($0.50) for the fourth level and subsequent levels of certification achieved.