

COLLECTIVE AGREEMENT

BETWEEN

UNION BAY IMPROVEMENT DISTRICT

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 556

JANUARY 1, 2020

TO

DECEMBER 31, 2021

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THIS AGREEMENT made and entered into on this 22nd day of October, 2020.

BETWEEN

UNION BAY IMPROVEMENT DISTRICT

(hereinafter called the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
CUPE LOCAL 556

(hereinafter called the "Union")

PREAMBLE

WHEREAS it is the purpose of both parties to this agreement:

1. To promote and maintain harmonious relations;
2. To recognize the mutual value of joint discussions in matters pertaining to working conditions, duties and responsibilities, scale of wages, safety and other related matters;
3. To encourage efficiency in operations related to the missions and goals of the Union Bay Improvement District; and
4. To provide methods of fair and amicable resolution of issues or disputes which may arise between the Parties within the jurisdiction of this Agreement;

THEREFORE the terms and conditions as set out in this Agreement shall apply to all employees of the Union Bay Improvement District included in the certification issued on the 14th day of November, 2019, by the Labour Relations Board of British Columbia, except those positions determined to be excluded by the Labour Relations Board.

ARTICLE 1 – DEFINITIONS

1.01 Regular Full-Time Employee

Is an employee occupying a position listed in Schedule "A", attached hereto, who has successfully completed the requirements of the probationary period and who works a regular (full-time) work schedule.

1.02 Regular Part-Time Employee

Is an employee occupying a position listed in Schedule "A", attached hereto, who has successfully completed the requirements of the probationary period and who works less than full-time, but not less than half (1/2) normal, full-time hours.

1.03 Temporary Employee

Is an employee hired temporarily on a fixed-term basis to perform general relief or a specific project or undertaking, during which term a regular, full-time work schedule may be worked.

1.04 Casual Employee

Is an employee hired to occupy a position in Schedule "A", attached hereto, who works irregular hours on an as-needed basis. Casual employees may be scheduled up to half (1/2) the full-time hours.

1.05 Probationary Employee

Is a regular, full-time employee serving an initial period of six (6) calendar months. Regular part-time and casual employees shall serve a period of six hundred and fifty (650) hours or eight (8) months, whichever comes first, to determine suitability for employment. Such period of time may be extended by mutual agreement of the parties.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Union recognizes and agrees that the management and operation of the business and promotion of the working force is vested exclusively in the Employer, subject to the terms of this Agreement.

2.02 The Employer will retain the right to hire, discipline, demote and discharge employees for just and reasonable cause. The selection of staff for the purpose of filling vacancies excluded from the certification shall be entirely a matter for the Employer's decision.

ARTICLE 3 – UNION RECOGNITION

3.01 Exclusive Bargaining Agent

Union Bay Improvement District (UBID), or anyone authorized on its behalf, recognizes the Canadian Union of Public Employees, Local 556, as the sole collective bargaining agent for its employees classified and covered by this Agreement. UBID hereby consents and agrees to negotiate with the Union and any authorized committee thereof, in any and all matters affecting the relationship between the parties to this Agreement with the goal of a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

It is understood that no employee in the bargaining unit will suffer a lay-off or reduction in their hours as a result of persons outside the bargaining unit doing their work.

3.03 Right of Representation

- (a) The Union or any member shall have the right at any time to have the assistance of representative(s) of the Canadian Union of Public Employees or other advisor(s) when dealing or negotiating with the Employer upon notifying the Employer's representative responsible for the work area.
- (b) Such representative(s) shall have access to an office in the main area in order to deal with any matters arising out of the Collective Agreement.

3.04 Time Off with Pay for Union Officers and Committee Members

Union officers and committee members may be entitled to leave their work during working hours in order to carry out their functions under this Agreement. Those functions are the investigation and progressing of grievances, attendance at meetings with the Employer, and participation in negotiations that occur within an employee's normal working hours. Permission to leave work during working hours for such purposes shall first be obtained from the appropriate manager. Such permission shall not be unreasonably withheld. Unless otherwise specifically provided, union activities shall not be pursued during working hours.

3.05 Time Off without Pay for Union Officers and Members

- (a) Union officers and members requesting leave to attend to Union business or educational courses may be granted a leave of absence without pay subject to operational requirements with the provision of at least two (2) weeks' notice. Union business in this context shall include education, union conferences and

union conventions. Such leave shall not exceed seven (7) days per year, or longer subject to mutual agreement.

- (b) Members will continue to receive their regular pay and the Employer will invoice the Union for full reimbursement at the employee's regular rate of pay including benefit costs. The Union shall reimburse the Employer for costs incurred within thirty (30) days of receiving the invoice from the Employer.

ARTICLE 4 – NO DISCRIMINATION

4.01 No Discrimination or Harassment

The Employer and the Union agree that employees are entitled to a workplace free from discrimination, harassment, and sexual harassment. Any complaint alleging discrimination, harassment, or sexual harassment, will be dealt with as set forth in the grievance procedure.

ARTICLE 5 – UNION SECURITY

5.01 All Employees to be Members

All employees covered by the terms of this Agreement shall, within thirty (30) days of their employment, as a condition of continued employment, become and remain members of the Union.

ARTICLE 6 – CHECK-OFF OF UNION DUES

6.01 Deductions, Check-Off, and Remittance

The Union agrees to advise the Employer of deductions authorized by the Union. The Employer shall deduct from every employee any monthly dues, initiations or general assessments levied in accordance with the Union constitutions and/or by-laws and owing by them to the Union. This total amount shall be forwarded to the Union together with the amendments to the list of the employees from whom such deductions were made. Such deductions shall be remitted to the Union Treasurer no later than the fifteenth (15th) day of the following month.

6.02 Dues Receipts

At the same time that CRA (T-4) slips are available to staff, the Employer shall state on the slips, the amount of union dues paid by each member in the previous year.

ARTICLE 7 – NEW EMPLOYEES

7.01 New Employees

The Employer agrees that the Union will acquaint new employees with the fact that an Agreement between the parties is in effect and present that new employee with a copy of the current Agreement.

ARTICLE 8 – CORRESPONDENCE AND NOTIFICATION

8.01 Correspondence

Except as otherwise stated in the Agreement, all correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer of the Employer and the Unit Vice-President of the Union with a copy to the Recording Secretary of the Union.

8.02 Notifications

The Union shall be notified in writing of all promotions, lay-offs, transfers, hires, recalls, and terminations of employment within one (1) pay period.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 Grievance Procedure

In the event that any difference arises out of the interpretation, application, or alleged violation of this Agreement, including any question as to whether any matter is arbitrable, such questions or differences shall be finally and conclusively settled without stoppage of normal work in the following manner:

Step 1

Within five (5) working days of the employee becoming aware of the matter, the employee/Union shall attempt to resolve the matter in discussion with the Chief Administrative Office (CAO). The CAO shall clearly advise the employee/Union as to the result of this action and the reasons why.

Step 2

Where the discussion in Step 1 does not resolve the matter, the employee may file their request in writing to the CAO and Chair of the Union Bay Improvement District within ten (10) working days of the meeting. The CAO shall clearly advise the employee/Union in writing as to the result of this action within ten (10) working days of the CAO and Chair receiving the request from the Employee. The CAO must, in

writing, provide all related information to the employee/Union that it has available related to the grievance.

Step 3

Failing a satisfactory resolution at Step 2, the matter may be referred to grievance mediation by mutual agreement through the Labour Relations Board (LRB), within ten (10) days of receipt of the response received. Each party shall pay its own expenses and costs of mediation and one-half (½) the compensation and expenses of the mediator.

If there is no agreement between the parties through LRB mediation of the grievance, then it shall be submitted to arbitration as outlined in Article 11.

9.02 Extension of Time Limits

The Union and the Employer may, by mutual agreement, in writing, extend the time limits mentioned above, provided such extension is requested prior to the expiry of the time allowed. Such a request to extend the timelines will not be unreasonably withheld. When the recipient of the grievance fails to respond within the time limits prescribed in this article, the grievance shall advance to the next step in the grievance procedure.

9.03 Policy Grievances

Where a dispute involving a question of general application or general interpretation of this Agreement occurs or the Employer has a grievance, such grievance may be processed commencing at Step 3 provided the grievance is submitted within fifteen (15) working days from the date the Party became aware of the matter.

A group grievance may be filed at Step 3.

ARTICLE 10 – LABOUR-MANAGEMENT RELATIONS / COLLECTIVE BARGAINING

10.01 Representatives

The Employer shall not bargain with or enter into any agreement, written or verbal, with an employee or group of employees in the bargaining unit that conflicts with the terms of this Agreement. No employee or group of employees shall undertake to represent the Union at a meeting with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

10.02 Collective Bargaining Committee

A Union bargaining committee shall be elected or appointed and consist of not more than one (1) member of the Union. The Union will advise the Employer of the name of the Union member of the committee who will attend the meetings.

10.03 Labour-Management Committee

(a) A Labour-Management Committee (LMC) shall be established consisting of the Unit Vice-President of the Union plus one (1) other representative appointed by the Union, and the CAO plus one (1) other representative appointed by the Employer. Additional representatives may attend at the request of either party, provided that both the Employer and the Union will be equally represented in numbers.

(b) Functions of the Committee

The committee shall concern itself with the following general matters:

- (i) Considering suggestions to improve relations between the Employer and its employees;
 - (ii) Promoting and improving the efficient operations, services and practices of the Employer;
 - (iii) Reviewing staff suggestions and answering questions regarding working conditions and service to the public;
 - (iv) Correcting conditions that might cause misunderstandings; and
 - (v) Matters of mutual concern.
- (c) The LMC shall meet quarterly, or more frequently at the call of either party.
- (d) The parties agree to identify agenda items and circulate to the other members at least five (5) business days in advance of each meeting.
- (e) Employees appointed by the Union to attend LMC meetings shall continue to be paid for their time while attending the LMC meetings.
- (f) Minutes will be recorded and posted on the office bulletin board currently located behind the front counter.

ARTICLE 11 – ARBITRATION

11.01 Single Arbitrator

A single arbitrator shall be appointed by mutual agreement between the parties.

11.02 Decision of the Arbitrator

The decision of the Arbitrator shall be in writing, and shall be final, binding, and enforceable on the parties but in no event shall the Arbitrator have the power to change this Agreement or to alter, modify or amend any of its provisions.

11.03 Expenses of the Arbitrator

Each party shall pay its own expenses and costs of arbitration and one-half (1/2) the compensation and expenses of the Arbitrator.

ARTICLE 12 – DISCHARGE AND SUSPENSION

12.01 Suspension and Discharge

- (a) An employee may be suspended or discharged for just and reasonable cause. Such employee and the Union shall be advised promptly, in writing, by the CAO, of the reason for such suspension and discharge.
- (b) An employee considered by the Union to be wrongfully suspended or discharged shall be entitled to a hearing under the grievance procedure commencing at Step 3.

ARTICLE 13 – PICKET LINES

13.01 Legal Picket Lines

No employee will be required to enter any building or property where a picket line is in evidence when such picket line is established under either the Statutes of British Columbia or the Statutes of Canada except for the purposes of maintaining essential services in the case of emergencies when required by the Employer and their local Union.

ARTICLE 14 – PERSONNEL RECORDS

14.01 Personnel Records

An employee shall have the right to have access to and review their personnel record. Such access will be granted within a reasonable period upon receipt of a written request. Such access will be allowed only while in the presence of a member of management.

Any disagreement as to the accuracy of information contained in the file may be the subject of a grievance procedure and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of the filing of such evidence.

An employee shall be given a copy of all material in their personnel record and shall initial each page in the file for which a copy has been obtained.

ARTICLE 15 – SENIORITY

15.01 Definition

Seniority shall be based on the length of service with the Employer from the most recent date of hire. Subject to qualification and skills, seniority shall be used in determining preference or priority for promotion, transfer, lay-off, permanent reduction of the workforce, shift priority and recall, as set out in other provisions of this Agreement.

15.02 Seniority List

- (a) The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted to the bulletin board in July of each year.
- (b) Where two (2) or more employees have the same seniority date, the employee with the earliest date of application for employment shall be the most senior.

15.03 Loss of Seniority

An employee shall not lose seniority if they are absent from work because of illness, disability, accident, lay-off, or leave, all of which are to be approved by the Employer. An employee shall only lose their seniority in the event:

- (a) They are discharged and not re-instated.
- (b) They resign in writing.
- (c) They retire.
- (d) The employee is absent from work in excess of three (3) working days without notifying the Employer unless such notice was not reasonably possible.
- (e) They fail to return to work within fifteen (15) working days following a recall pursuant to Article 16.
- (f) They are laid off for a period longer than twelve (12) months.

ARTICLE 16 – LAY-OFFS AND RECALLS

16.01 Definition of Lay-Off

A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.

16.02 Lay-off Procedure

- (a) In the event of a lay-off, employees shall be laid off in the reverse order of their seniority.
- (b) The Employer shall notify employees who are to be laid off, ten (10) work-days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days for which the work was not made available.
- (c) Notice of lay-off will be in writing, with a copy forwarded to the Union. Employees who are laid off and subsequently recalled will be credited with previous seniority.
- (d) New employees shall not be hired until any employees who are laid off have been given an opportunity to be recalled to work in which they are qualified to perform.

16.03 Recall Procedure

- (a) Employees shall be recalled in the order of their seniority provided the employee is qualified to perform the work.
- (b) Employees laid off under Article 16 shall be placed on the recall list in seniority order for a period not to exceed twelve (12) consecutive months.

- (c) It shall be the employees' responsibility on the recall list to maintain a current telephone number, email address, and postal address with the Employer. Should the Employer be unable to contact the employee after two attempts, the employee shall be placed at the bottom of the seniority list and failing to contact the Employer after five (5) working days have passed will result in an employee termination.

ARTICLE 17 – PROMOTIONS, STAFF CHANGES AND VACANCIES

17.01 Job Postings

The Employer will prepare a notice of vacancy and posting for vacant or newly created positions to be filled.

The Employer shall notify the Union in writing and post notice of the position on the bulletin board for a minimum of ten (10) working days in order that Union members will know about the position and be able to make a written application to the position.

The minimum posting period may be reduced, on mutual agreement of the parties.

17.02 Method of Making an Appointment

In making promotions and transfers, the required qualifications and skills for the position shall be the primary consideration and where two (2) or more internal applicants are equally capable of fulfilling the duties of the position, seniority as defined in this Agreement shall be the determining factor.

17.02 Trial Period

- (a) In the event an employee is promoted or transferred to another position, they shall be considered to be on trial for a period of not more than thirty (30) working days and shall be paid at a wage rate for that position. The trial period may be decreased by mutual agreement between the Union and Employer.
- (b) Should the employee be unable to satisfy the requirements of the position, or does not want that position, then they shall be returned to their former position at the wage they previously earned in the former role, plus any increments to which they otherwise would have been entitled had they not been promoted, transferred or selected to fill a job vacancy. In the event an employee is returned to their former position, all other employees who changed job positions shall also move back to their former job positions and wage rates.

ARTICLE 18 – HOURS OF WORK

18.01 Hours of Work

- (a) Standard hours of work for all staff will be determined by UBID and based on operational needs.
- (b) Days and hours of work will be confirmed by Offers of Employment which will indicate the type of employment status offered as well as hours of work and days of work as applicable to the position.
- (c) Subject to changes in operational need, the current hours of work are as follows:

- (i) Public Works

All Public Works employees will work between 7.00 am and 5.00 pm from Monday to Friday, to a maximum of forty (40) hours per week as required.

Employees scheduled to work more than five (5) consecutive hours will receive two (2) paid fifteen (15) minute breaks and one (1) unpaid half hour (1/2) lunch at times that are mutually agreed upon. One break shall be taken in both the first and second half of the shift.

Employees scheduled to work less than five (5) consecutive hours will receive one (1) paid fifteen (15) minute break during their shift of work.

- (ii) Administrative Staff

All administrative staff will work between 8:30 am and 4.30 pm from Monday to Friday, to a maximum of thirty-seven and one half (37-½) hours per week as required.

Administrative staff scheduled to work more than five (5) consecutive hours will receive two (2) paid fifteen (15) minute breaks and one (1) unpaid half (1/2) hour lunch at times that are mutually agreed upon. One break shall be taken in both the first and second half of the shift.

Administrative staff scheduled to work less than five (5) consecutive hours will receive one (1) paid fifteen (15) minute break during their shift of work.

- (d) Changes to Schedule

- (i) Employees must be provided three (3) weeks' notice should it be necessary to change their work schedule.

- (ii) Employees may request a change to their work schedule with three (3) weeks' notice. Approval will be given provided the change does not impact operational goals and considerations.
- (iii) The period of notice may be waived if both the employee, Union and UBID representatives agree.

ARTICLE 19 – OVERTIME

19.01 Overtime Defined

Overtime will be paid for hours worked in excess of eight (8) hours per day or forty (40) hours per week for Public Works staff, and will be paid for hours worked in excess of seven (7) hours per day or thirty-seven and one half (37-½) hours per week for administrative staff.

Overtime shall be paid at the rate of time and one half (1-½) for the first three (3) hours and double (2x) time after that.

19.02 Overtime Defined

Any overtime to be worked requires prior approval by the CAO for both departments or the Public Works Superintendent for Public Works.

19.03 Call-Out List

- (a) When an employee is advised by the CAO or Public Works Superintendent that they are "on call", that is immediately available by telephone contact, they shall be paid one (1) hour of pay for each eight (8) hours of standby.
- (b) Employees called out shall be paid a minimum of two (2) hours. Any call outs on statutory holidays will be paid a minimum of four (4) hours.

ARTICLE 20 – PAID HOLIDAYS

20.01 Statutory Holidays

Employees shall be entitled to the following holidays with pay. Pay for statutory holidays shall be calculated on a pro-rated basis averaged on the total hours worked over the last thirty (30) calendar days.

New Year's Day
 Family Day
 Good Friday
 Easter Monday
 Victoria Day
 Canada Day

BC Day
 Labour Day
 Thanksgiving Day
 Remembrance Day
 Christmas Day
 Boxing Day

In addition to the foregoing, employees shall be entitled to any further days as proclaimed by the federal government or municipal governments.

20.02 Paid Holidays on a Scheduled Day Off

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive one (1) day's pay or one (1) other day off with pay at a time mutually agreed by the Employer and the employee.

20.03 Pay for Regularly Scheduled Work on a Paid Holiday

An employee who is scheduled to work or called in shall be paid at the rate of time and one half (1-1/2) plus (1) other day off with pay, in lieu of holiday pay. The day designated as a day in lieu shall be taken within ninety (90) days following the holiday for which the day in lieu is being taken at a time mutually agreeable to the Employer and the employee. In the event a date is not mutually agreed on, the employee shall be paid out.

ARTICLE 21 – VACATIONS

21.01 Annual Vacation Entitlement

Annual vacation entitlement shall be as follows:

Years of Service	Vacation Entitlement	Percentage of Regular Pay
Zero to four years (0-4)	Fifteen days (15)	Six percent (6%)
After four years to ten years (4-10)	Twenty days (20)	Eight percent (8%)
After ten years (10+)	Twenty-five days (25)	Ten percent (10%)

21.02 Holiday Coinciding with a Day of Vacation

Where a statutory holiday, as provided in Article 21, occurs while an employee is taking annual vacation, the employee shall be granted one (1) extra day off with pay in lieu of each such holiday.

21.03 Workers' Compensation

Any time lost while the employee is receiving Workers' Compensation benefits as a result of an accident while in the employ of the Employer shall be included as though they were days worked for the purpose of calculating annual vacation entitlement.

21.04 Schedule of Vacations

Employees who choose to schedule a vacation shall submit their request to the CAO or supervisor where applicable. The UBID authority responsible will approve the vacation request subject to operational requirements.

ARTICLE 22 – SICK LEAVE

22.01 Sick Leave Accumulation

Each employee shall commence employment with a credit of six (6) days of sick leave and upon satisfactory completion of their probationary period each employee shall receive a credit of an additional one (1) day of sick leave per month. The maximum amount of sick leave credit which can be accumulated at any time shall be thirty (30) days.

22.02 Sick Leave Status

- (a) An employee on sick leave for a period in excess of three (3) days may be required to provide the Employer with a status report from a medical practitioner (not a paramedical practitioner) regarding their condition and expected date of return to work.
- (b) Employees will be reimbursed to a maximum of fifty dollars (\$50.00) on the production of receipts where medical status reports are required by the Employer.
- (c) Where the employee is under a WorkSafeBC claim from an injury sustained, the Employer will reimburse one hundred percent (100%) of the cost of a medical status report where the status report is required by the Employer.

22.03 Reporting In

All employees shall be required to report to the CAO or Public Works Superintendent, by telephone, unless specifically instructed otherwise, prior to the commencement of their shift, but not later than their first normal one half (1/2) hour of work, to report sickness, unless the expected total period of absence has already been made known to the Employer.

ARTICLE 22 – LEAVE OF ABSENCE

23.01 Paid Jury or Court Witness Duty

Regular employees or casual employees working full-time shifts in excess of three (3) continuous months, subpoenaed to attend court as a witness or as a member of a jury (except where the employee's private affairs have caused such court appearance or where the employee is part of an arbitration summoned to appear on behalf of the Union), shall receive their regular pay for absence on regularly scheduled days of work, provided that the employee pays to the Employer all remuneration received for performing jury duty on those days and, provided further, that the employee reports to work before or after fulfilling such duty on those days where practicable.

23.02 Maternity and Parental Leave

The Employer will grant maternity and parental leave without pay in accordance with the *Employment Standards Act of BC*.

23.03 General / Personal Leave

The Employer may grant leave of absence for a period of up to one (1) year without pay and without loss of existing seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing with three (3) months' notice where practicable and approved by the Employer. Such leave of absence shall not be unreasonably denied.

23.04 Bereavement Leave

Bereavement leave to a maximum of three (3) days, provided in increments equivalent to not less than one half (1/2) of the regular work day, with pay, shall be granted to an employee in the event of a death within the immediate family. The bereavement days shall be granted only within the two (2) week period surrounding the date of death.

The Employer may also grant reasonable travel time with pay to a maximum of two (2) additional days in instances where such time is deemed appropriate to attend the funeral.

23.05 Domestic Violence Leave

The Parties will accommodate employees experiencing domestic violence or sexual violence as defined by the *Employment Standards Act of BC*.

ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES

24.01 Payment of Wages

Employees shall be paid every second Friday by direct deposit.

24.02 Wage Schedule

It is mutually agreed that wages outlined in Schedule A (attached) shall form part of this Agreement and constitute the wage rates which shall be paid to the employees of the Union Bay Improvement District.

ARTICLE 25 – BENEFITS

25.01 Group Programs

Employees will be entitled to benefits in accordance with the Employer's benefit policy. The details of the benefit package will be provided to each employee. It is agreed that there will be no changes to the Employer's benefit policy without consultation and agreement from the Union.

25.02 RRSP Contributions

Effective January 1, 2021, all regular employees can contribute up to five percent (5%) of an Employer-secured Registered Retirement Savings Plan. The percentage contributed by the regular employee will be matched by the Employer and the amount of the percentage will be processed through payroll deductions on a bi-weekly basis.

ARTICLE 26 – HEALTH AND SAFETY

26.01 Safety Committee

The parties agree that they are bound by all provisions within the *Workers Compensation Act* and the Occupational Health and Safety (OHS) Regulations in effect pursuant to the WCA.

The Employer and the Union shall appoint committee members in accordance with those regulations.

Time spent by members of the Safety Committee in the course of their duties shall be considered as time worked in accordance with the terms of this Agreement.

ARTICLE 27 – CONTRACTING OUT

27.01 The Employer agrees that no employee shall be laid off or suffer a reduction in their hours as a result of contracting out work or services.

ARTICLE 28 – GENERAL CONDITIONS

28.01 Technological Change

- (a) The Union recognizes the right of the Employer to introduce technological change for the purposes of improving operational efficiency and meeting goals of UBID as stated by its Board.
- (b) Prior to the introduction of technological change, the Employer will give reasonable notice to the Union and convene a meeting of Union members and the Employer to discuss and resolve, if possible, the matters pertaining to the proposed change.
- (c) No employee shall suffer a reduction in their wage rate or hours as a result of technological change, providing the employee availed themselves of the training opportunities.
- (d) Where the Employer and Union are unable to resolve a dispute arising from the implementation of technological change, the matter shall be resolved, without stoppage of work, in accordance with the Grievance or Arbitration process established in this Agreement.

28.02 Present Conditions to Continue

All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess shall continue, insofar as they are consistent with this agreement, unless modified by mutual agreement between the Employer and the Union.

28.03 Copies of Agreement

The Union and Employer desire every employee to be familiar with the provision of this Agreement and their rights and obligations under it. For this reason, the Employer will ensure that a copy of the signed Agreement shall be available to all employees at the front desk of the main office building.

ARTICLE 29 – TERM OF AGREEMENT

29.01 This Agreement shall be binding and remain in full force and effect from January 1, 2020 to December 31, 2021 and shall continue while bona fide collective bargaining is underway, and from year-to-year thereafter, as provided for in the Statutes of the Province of British Columbia.

29.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

29.03 Notices of Changes

Either party desiring to propose changes to this Agreement shall, prior to the expiration of the Agreement, give notice in writing to the other party of the changes proposed. Within ten (10) working days of receipt of such notice by one (1) party, the other party is required to enter into negotiations for a new agreement.

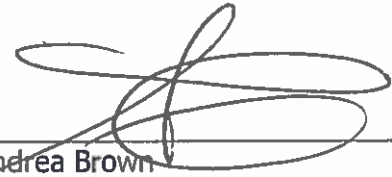
Signed for the Employer:



Ian Munro
Chair, UBID Board of Trustees

10/23/20
Date:

Signed for the Union:



Andrea Brown
Acting Local President


Sonya Jensen
Bargaining Committee Member

SCHEDULE A

Position	New Title	Jan 1 2020	Jan 1 2021
			2%
Finance	TBD		39.92
OIT	OIT	27.17	27.71
Administrative Assistant	Financial Technician	30.60	32.00*
Water Operator III	Water Operator III	37.58	38.33
Public Works Supt.	Public Works Supervisor	39.00	39.78
Water Technician	Level I Operator	29.00	29.58

*Wage adjustment to bring up to \$32.00 per hour.

LETTER OF AGREEMENT #1

BETWEEN

UNION BAY IMPROVEMENT DISTRICT

AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 556

RE: BOARD POLICY REGARDING PERSONNEL

The Parties agrees to revise and update current personnel policies by December 31, 2020.

For the Employer:



Ian Munro
Chair, UBID Board of Trustees

10/23/20

Date:

For the Union:



Andrea Brown
Acting Local President



Sonya Jensen
Bargaining Committee Member

LETTER OF AGREEMENT #2

BETWEEN

UNION BAY IMPROVEMENT DISTRICT


AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 556

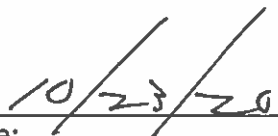
RE: BENEFITS FOR EMPLOYEES OF UBID

It is agreed between the parties that prior to expiration of the collective agreement (December 31, 2021), a full review of benefits and entitlements currently in place at UBID will take place with the intent of ensuring alignment with similar regional organizations in mid-Vancouver Island.

For the Employer:




Ian Munro
Chair, UBID Board of Trustees



Date:

For the Union:



Andrea Brown
Acting Local President



Sonya Jenssen
Bargaining Committee Member

LETTER OF AGREEMENT #3

BETWEEN

UNION BAY IMPROVEMENT DISTRICT

AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 556

RE: SONYA JENSSEN


The current, incumbent OIT will remain at the existing wage rate of \$28.95 and receive the 2021 two percent (2%) wage increase (\$29.53). When the incumbent becomes certified as a Level 1 Operator, they will then receive the Level 1 wage rate.

For the Employer:



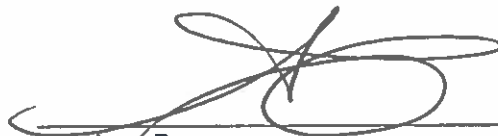
Ian Munro
Chair, UBID Board of Trustees

Date:



10/23/20

For the Union:



Andrea Brown
Acting Local President



Sonya Jenssen
Bargaining Committee Member

LETTER OF AGREEMENT #4

BETWEEN

UNION BAY IMPROVEMENT DISTRICT

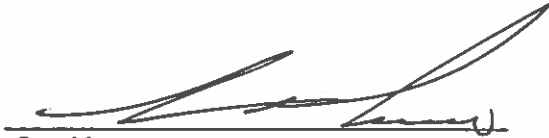
AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 556

RE: JANICE SWANSON

Janice Swanson currently fills the role of exempt Acting Administrator. She will revert to union status and her former position within the Finance Department when a new CAO position has been hired or in the event of a governance change.

For the Employer:



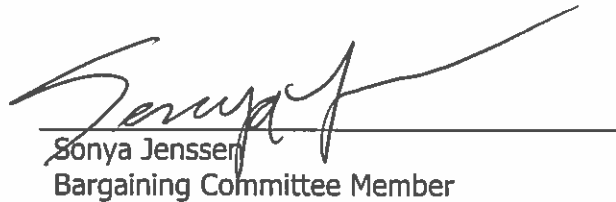
Ian Munro
Chair, UBID Board of Trustees

For the Union:



Andrea Brown
Acting Local President

Date: 10/23/20



Sonya Jenssen
Bargaining Committee Member

LETTER OF AGREEMENT #5

BETWEEN

UNION BAY IMPROVEMENT DISTRICT

AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 556

RE: AMALGAMATION, REGIONALIZATION AND MERGER PROTECTION

Prior to the Employer merging or amalgamating with any other body, the following shall apply:

1. The Employer shall notify the Union as far in advance as possible.
2. A joint committee shall be established to review the proposed merger or amalgamation to identify those areas where employees may be affected. The joint committee shall report their findings to their respective principals.
3. The Union and the Employer shall be guided by the principle of co-operation and agree to use their best efforts to preserve the following employee benefits and privileges.
 - a) Seniority
 - b) Service credits
 - c) Wage rates
 - d) Benefits and sick leave
 - e) Vacation

For the Employer:



Ian Munro
Chair, UBID Board of Trustees

For the Union:



Andrea Brown
Acting Local President

10/23/20
Date:



Sonya Jensen
Bargaining Committee Member

LETTER OF AGREEMENT #6

BETWEEN

UNION BAY IMPROVEMENT DISTRICT

AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 556

RE: BOOT ALLOWANCE FOR ELIGIBLE STAFF OF UBID

It is agreed between the parties that a boot allowance will be implemented by policy with the following criteria.

1. Boots must be required for the position as set out in the OHS Regulations, WCA or by Employer requirement.
2. Boots will be purchased by the employee and the Employer will reimburse the employee based on the receipt of purchase.
3. The Employer will reimburse to a maximum of four hundred dollars (\$400) every two (2) years, contingent on a Boot Allowance Policy being created by October 1, 2020.

For the Employer:



Ian Munro
Chair, UBID Board of Trustees

Date: 10/23/20

For the Union:



Andrea Brown
Acting Local President



Sonya Jenssen
Bargaining Committee Member

Cope491

