

COLLECTIVE AGREEMENT

BETWEEN

DISTRICT OF PORT EDWARD

AND



**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 105-02**

January 1, 2022 – December 31, 2026

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AGREEMENT BETWEEN:

DISTRICT OF PORT EDWARD

(hereinafter called the "Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 105-02

(hereinafter called the "Union")

PREAMBLE

It is the desire of both parties to this Agreement:

1. To maintain and improve the harmonious relations and settle conditions of employment between the District and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and benefits.
3. To encourage efficiency in operations.
4. To promote the morale, well being and security of all employees in the bargaining unit of the Union.
5. The parties agree that the District may employ Federal or Provincially financially assisted workers. The Parties further agree that the District may employ students from time to time to assist regular employees and their duties or conduct special projects subject to the language of Schedule A of the Collective Agreement.
6. The parties agree that the District may employ temporary employees on a seasonal or project basis not to exceed three (3) months. Temporary employees may be hired to replace regular employees on a leave of absence.
7. The Collective Agreement does not apply to the Chief Administrative Officer, Director of Finance & Corporate Services, Deputy Director of Finance & Corporate Services, Superintendent of Public Works and contract Janitor.

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 1 MANAGEMENT RIGHTS

1.01 Right of the District to Manage Its Affairs and Operations

Without restricting the rights of the employees under the terms of this Agreement, the Union recognizes the right of the District to manage its affairs and operations and to direct its working forces, including the right to discipline or suspend or discharge for proper cause, and the right to hire, promote, assign work, demote, lay off, transfer, determine job content and evaluate jobs, and the foregoing shall not be deemed to exclude other functions of management not specifically covered in this Agreement. The District shall not exercise, in a discriminatory manner, its right to direct the working forces.

1.02 Clerk Administrator or His Delegate

The parties agree that the foregoing enumeration of management's rights shall be vested in the Clerk Administrator or his delegate. Such delegate shall not be a member of the Union.

ARTICLE 2 RECOGNITION AND NEGOTIATIONS

2.01 Bargaining Unit

District recognizes the Canadian Union of Public Employees and its Local 105-02 as the sole and exclusive collective bargaining agent for its employees, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any difference that may arise between them.

2.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in emergency situations where a bargaining unit employee is not available, or in cases mutually agreed upon in writing by both parties.

On every alarm the working foreman or employee in charge must be notified.

2.03 No Other Agreements

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

2.04 Technical Information

The District shall make available to the Union, on request, information required by the Union, on job descriptions, positions in the bargaining unit, job classifications, employee hours of work, financial and actuarial information pertaining to pension and welfare plans required for collective bargaining.

2.05 Provisions Apply to all Employees

The provisions of the Collective Agreement are applicable to all employees unless otherwise stated within this Agreement.

2.06 Employee Contact Information

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list shall include employees name, job classification, home mailing address, personal telephone number and work email. The list will also indicate the employee's employment status (Full time, Part time, Regular, Student, Temporary, etc.,).

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Union Executive in February and July of each year or when there are changes to be reported.

ARTICLE 3 NO DISCRIMINATION

3.01 No Discrimination

There shall be no discrimination or coercion by the District or by the Union against any employee because of the employee's union or non-union affiliations with other unions, or against any employee because of his activity in union affairs, or because of age, race, creed, colour, nationality, sex, religion, sexual orientation, marital status, place of residence, political affiliation or activity. Unless otherwise herein specifically provided, union activities shall not be pursued during working hours.

ARTICLE 4 UNION SECURITY

4.01 All Employees to be Members

All employees, as defined in the Bargaining Unit Certification, shall, as a condition of continuing employment, become and remain members in good standing of the Union within thirty (30) days of employment with the District.

4.02 Union Notification

The District undertakes to advise the Union Secretary-Treasurer in writing on or before the fifteenth (15th) day of each calendar month the names of all new District employees engaged during the preceding calendar month.

ARTICLE 5 CHECK-OFF OF UNION DUES

5.01 Check-Off

The District shall deduct from every employee, upon receipt of a duly signed authorization, any dues, initiation fees or assessments owing by them to the Union. As a condition of employment, an employee shall sign an authorization

card. The initiation fee shall be deducted from the first pay cheque of a new employee.

5.02 Deductions

Deductions shall be made from each employee's earnings and shall be forwarded to the Secretary-Treasurer of the Union no later than the fifteenth (15th) day of the month following, accompanied by a list of the names of the employees from whose wages the deductions have been made. Upon request, the District shall supply the Union with the addresses of employees.

5.03 Union Dues Receipts

At the time that Income Tax (T-4) slips are made available, the District shall type on the amount of union dues paid by each Union member in the previous year.

ARTICLE 6 THE DISTRICT AND UNION SHALL ACQUAINT NEW EMPLOYEES

6.01 Acquaint New Employees

The District agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

6.02 Employee On-Boarding

On commencing employment, the employee shall be introduced to his shop steward. The steward shall provide them with a copy of the Collective Agreement and shall be responsible for acquainting the employees with the benefits and duties of Union membership and his responsibilities and obligations to the District and the Union.

The Steward and the new employee shall be provided with one (1) hour within regular working hours and without loss of pay for either employee.

ARTICLE 7 CORRESPONDENCE

7.01 Correspondence between the Parties

All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Clerk Administrator, or their delegate, and the Union Steward, with a copy to the Secretary-Treasurer of the Union.

ARTICLE 8 LABOUR/MANAGEMENT COMMITTEE

8.01 Establishment of Committee

A Labour/Management Committee shall be established consisting of not more than two (2) representatives of the District and not more than two (2) representatives of the Union.

In addition, the committee may include representatives of the Employer and the Union who are not employees of the Village and who shall act in an advisory capacity only.

8.02 Jurisdiction of Committee

All matters of mutual concern pertaining to the performance of work, operational problems, conditions of employment and harmonious relations (excluding Collective Agreement negotiations and grievances) shall be referred to this Committee for discussion and recommendations.

8.03 Meetings of Committee

Both parties agree that Labour/Management meetings will be scheduled to minimize disruption of the workplace.

Either party may request that a meeting be convened, in which case the Clerk Administrator shall notify the parties of the time and place.

ARTICLE 9 LABOUR MANAGEMENT RELATIONS

9.01 Right to Assistance from CUPE Representatives

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the District. Such representatives shall have reasonable access to the District's premises in order to investigate and assist in the settlement of a grievance.

9.02 Required To Act Only On Directions of Their Immediate Foreman, Etc.

Employees shall be required to act only on directions made under the direct or delegated authority of their immediate Foreman, the Superintendent or Clerk Administrator, subject always to the overall direction of the Clerk Administrator.

ARTICLE 10 GRIEVANCE PROCEDURE

10.01 Settling of Grievance

In the event that any difference arises out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee, and including any question or difference as to whether any matter is arbitrable, such question or

difference shall be finally and conclusively settled without a stoppage of work in the following manner:

Step 1

The aggrieved employee, with their steward, shall seek to settle the difference with the Superintendent of Public Works in the case of outside workers and with the Clerk Administrator in the case of inside workers within ten (10) working days of the incident which gave rise to the grievance or within ten (10) working days from the time the employee or the Union became aware of the grievance.

Step 2

Failing satisfactory settlement at Step 1, the Union shall submit the grievance, in writing, within ten (10) working days, to the Clerk Administrator who shall meet with the Union to discuss the grievance and will then render their decision within ten (10) working days after receipt of the grievance.

Step 3

Failing satisfactory settlement at Step 2 the Union may present the grievance to council on a date mutually agreed upon and council shall render their decision within ten (10) days following the meeting.

Step 4

Failing satisfactory settlement at previous Steps, the Union may submit the grievance to a Board of Arbitration. The Union shall notify the District of its decision within twenty (20) working days.

The Board of Arbitration shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which it deems just and equitable.

10.02 Permission to Leave Work

The District agrees that the Steward, or in their absence a recognized representative of the Union, shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union understands and agrees that the Steward is employed to perform full-time work for the District and that they shall not leave their work during working hours except to perform their duties under this Agreement. Therefore, the Steward shall not leave their work without obtaining the permission of their supervisor, which permission shall not be unreasonably withheld.

10.03 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, the Union or the District has a grievance, Step 1 of Article 10.01 may be bypassed.

10.04 Union Representatives

The Union shall notify the District, in writing, of the name of the Steward, as well as Executive Officers, and joint committee representatives. The Union shall notify the District within twenty (20) working days of the appointments or election.

ARTICLE 11 ARBITRATION

11.01 Composition of Board of Arbitration

A Board of Arbitration shall consist of three (3) persons. One (1) person shall be appointed by the District and one (1) person appointed by the Union. These appointments shall be made within five (5) days of receipt of notice to proceed to arbitration. The two appointees shall meet within five (5) days to appoint the third member, who shall act as the Chairperson of the Board of Arbitration.

11.02 Failure to Appoint

Should the members appointed by the parties fail to agree on a Chairperson within the said five (5) days, the Chairperson shall be appointed by the Minister of Labour of the Province of British Columbia.

11.03 Decisions of the Board

- (a) In the event the Board of Arbitration finds that an employee has been dismissed or suspended for other than proper cause, the Board may direct the District to reinstate the employee and pay to the employee a sum equal to their wages or salary lost by reason of such suspension or discharge, or such lesser sum as, in the opinion of the Board of Arbitration, is fair and reasonable, or make such other order as it considers fair and equitable, having regard to the terms of the Collective Agreement.
- (b) The decision of the Board shall be final and binding upon the parties.
- (c) The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

11.04 Expenses of the Board

Each party shall bear the expenses of their respective appointee and shall also pay one-half (1/2) of the expenses of the Chairperson.

11.05 Amending a Time Limit

Wherever a time limit is mentioned in the grievance or arbitration procedures, it may be extended by mutual consent of the parties.

11.06 Single Arbitrator

Notwithstanding the above, the parties may, by mutual agreement, select and refer the dispute to a single arbitrator, with each party paying one-half (1/2) of

the cost of such single arbitrator. The single arbitrator shall have the same powers as an Arbitration Board.

ARTICLE 12 DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Warnings

Whenever the District deems it necessary to censure an employee, the District shall within ten (10) days thereafter give written particulars of such censure to the employee involved with a copy to the Union Steward.

12.02 Discharge or Suspension

An employee who has completed his probationary period may be disciplined, dismissed or suspended but only for just cause. When an employee is disciplined, discharged or suspended, they shall have the reason given in the presence of the Steward. Such employee and the Union shall be advised promptly in writing by the District of the reason for such discharge or suspension.

12.03 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under the Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.

12.04 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall immediately be reinstated in their former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

12.05 Adverse Reports

The record of an employee shall not be used against them at any time in the following instances:

- (a) When eighteen (18) months have elapsed since the suspension, provided there has been no recurrence of a similar and/or any other infraction.
- (b) When twelve (12) months have elapsed since the issuance of a letter or verbal reprimand, provided there has been no recurrence of a similar infraction.
- (c) Multiple breaches of the District Code of Conduct shall be considered similar infractions.
- (d) Leaves of absence shall not be counted in the timelines calculated in (a) and (b).

12.06 Crossing of Picket Lines During Strike

In the event that any employees of the District, other than those covered by this Agreement, engage in a legal strike, or where employees in a labour dispute engage in a legal strike and maintain picket lines, the employees covered by this Agreement shall have the right to refuse to cross such picket lines. Failure to cross such a picket line or handle goods from an employer where a strike or lockout is in effect when the Canadian Labour Congress, its affiliates or subordinate bodies have declared such goods hot, shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

12.07 Emergency Service During Strike

Both parties agree to attempt to obtain an agreement with the striking union for permission to provide emergency services where and when required. Such services would include monitoring of the water treatment plant and repairing water line breakages.

12.08 Political Action

No employee shall be disciplined for participation in any political action called by the Canadian Labour Congress, BC Federation of Labour or the Canadian Union of Public Employees (National or Provincial) other than the loss of wages for absence from work.

12.09 Access to Personnel File

An employee shall have the right to have access to and review their personnel file during normal working hours.

ARTICLE 13 SENIORITY

13.01 Federal/Provincial Aided Projects

For all individuals specifically hired as employees by the District on Federal or Provincial financial aided Municipal projects, seniority shall not take effect until such projects have been completed and the individuals hired are subsequently retained by the District to do other Municipal work. Seniority shall date from the date of being hired to do other Municipal work.

13.02 Seniority Defined

Seniority is defined as the length of service in the bargaining unit. All employees shall, upon completion of the probationary period, have seniority from the original date of hire.

13.03

Seniority Lists

The District shall maintain regular employee and casual/temporary employee seniority lists showing the date upon which each employee's service commenced. Seniority is based on that date of hire. There shall be one (1) seniority list for regular employees and one (1) for casual/temporary employees.

- (a) The employees on the casual seniority list shall be called in and scheduled on as equitable basis as possible based on their availability and qualifications.
- (b) When a casual or temporary employee applies for and is confirmed in a regular position, their casual/temporary seniority will be calculated based on the number of hours worked from date of hire. The regular seniority date will then be the date of confirmation in a regular position backdated to allow for casual seniority.
- (c) An employee on the casual seniority list shall have first consideration over external applicants for temporary, casual and regular positions in the same kind of work, but shall not have preference over one on the regular employee seniority list. Consideration shall be based on criteria as established in 14.03 and 14.04.
- (d) An up-to-date seniority list shall be sent to the Union in Port Edward and posted on all bulletin boards in January of each year. Existing Casual employees will have their present service counted as casual seniority.

13.04

Probationary Employees

Employees shall be considered on a probationary basis for a period of three (3) months from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period with recourse to the Grievance Procedure.

The trial period may be extended upon written agreement from the Union.

Returning employees with seniority shall not serve another probationary period.

13.05

Loss of Seniority

An employee shall only lose their seniority in the event:

- (a) They are discharged for just cause and is not reinstated;
- (b) They resign and do not withdraw their resignation within forty eight (48) hours;
- (c) They fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the District informed of their current address in writing;

- (d) They are laid off for a period longer than twelve (12) months.

ARTICLE 14 PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

When a vacancy occurs or a new position is created in the bargaining unit, the District shall notify the Union in writing and post notice of the position on bulletin boards at the Municipal Office and Public Works lunch room for a minimum of seven (7) calendar days in order that all members shall know of the position and be able to make written application.

14.02 Information in Postings

Such notice shall contain the following information:

- (a) Nature of position;
- (b) Minimum Qualifications;
- (c) Required knowledge and education;
- (d) Skills;
- (e) Shift;
- (f) Wage or salary rate or range;
- (g) All postings will have a statement showing that the District of Port Edward is an Equal Opportunity Employer.

The qualifications shall be based on bona fide occupational requirements and will not be established in an arbitrary or discriminatory manner.

14.03 Method of Making Appointments

When making staff changes, transfers or promotions, appointments shall be made of the applicant with the greatest seniority if they meet the required qualifications of the position, exhibit the required competencies, fitness and ability as outlined in the Job Posting. The District shall have the right to hire from outside the bargaining unit if there is no qualified, competent, fit or able applicant from within the bargaining unit. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

14.04 Trial Period

The successful and unsuccessful applicants shall be notified within one (1) week following appointment. The successful applicant shall be placed on trial for a period of three (3) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months. The trial period may be extended upon written agreement from the Union. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary

rate and without loss of seniority. Any other employee(s) promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

14.05 Union Notification

The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

14.06 On the Job Training

The District considers it desirable to develop and maintain a system of "on the job" training so that employees shall have an opportunity to qualify for promotion, transfer or temporary filling of vacancies.

14.07 Disabled Employee's Preference

An employee who has been incapacitated at their work by injury or compensatory occupational disease or who, through advancing years or temporary disablement, is unable to perform their regular duties shall, if possible, be employed in other work which they can perform, except that such employee may not displace an employee with more seniority.

Such an employee may be appointed to a vacant position without regard to the seniority provisions of Article 14.03.

Such an employee shall not have their salary reduced for a period of twelve (12) months; for the next twelve (12) months they shall receive the rate halfway between their former rate and the position to which they were assigned and then they shall receive the rate for the new position.

This Article shall not apply to an employee who qualifies for the maximum pension under the Municipal Pension Plan or has attained the age of 65.

14.08 Transfer and Seniority Outside Bargaining

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit. Such employee shall have the right to return to their former position in the bargaining unit within six (6) months of leaving the unit and such period shall be at no loss in seniority or benefits.

14.09 Temporary Vacancies

Temporary vacancies expected to be six (6) weeks or more duration shall be posted.

ARTICLE 15 LAYOFFS AND RECALLS

15.01 Layoff Defined

A layoff shall be defined as a reduction in the workforce or a reduction in the hours of work of an employee.

15.02 Layoff by Seniority

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority.

An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. The right to bump shall include the right to bump up.

15.03 Recall Procedure

Employees shall be recalled in the order of their seniority, provided that they are qualified for the job.

15.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

15.05 Rate of Pay

- (a) An employee, with two (2) or more years seniority, bumping into a position with a lower rate of pay, shall retain their rate of pay for twenty (20) days, after which they shall receive the rate of pay for the new position. In all other situations, the employee shall receive the rate of pay of the new position.
- (b) Employees being recalled after layoff shall receive the rate of pay for the position to which they are recalled.

15.06 Notification of Change of Address

It shall be the employee's responsibility to keep the District informed of their current address in writing and telephone number during the period of layoff.

15.07 Recall After Layoff

Failure of the employee to report for work within seven (7) calendar days of notice by registered mail at their address reported to and received by the District shall result in loss of recall rights.

15.08 Grievance on Layoffs

Grievances concerning layoff shall be initiated at Step 2 of the Grievance Procedure.

15.09

Notice of Layoff

Other than temporary employees, employees who are to be laid off shall be given notice in writing as specified below:

- (a) Where an employee has less than one (1) year service, one (1) week's notice;
- (b) Where an employee has one (1) year and up to three (3) years' service, two (2) weeks' notice, and for each subsequent year of service, one (1) week's notice, up to a maximum of eight (8) weeks' notice.

If an employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

15.10

Severance Pay Options

Except temporary employees:

- (a) An employee who is laid off is entitled to choose severance pay at any time within thirty (30) days from the effective date of layoff;
- (b) Upon acceptance of severance pay, all rights under this Agreement are terminated except continuation of benefits provided in Article 25.05, which shall be limited to three (3) months;
- (c) An employee on layoff and not recalled before loss of recall rights, shall automatically be paid severance pay within one (1) week of loss of recall rights;
- (d) Severance pay is as follows:
Five (5) working days for each completed year of continuous employment, but the total amount of severance pay which may be paid shall not exceed twenty (20) working days with pay.

ARTICLE 16 HOURS OF WORK

16.01

Hours

- (a) The regular work week for employees working forty (40) hours per week shall be eight (8) hours between eight (8:00) a.m. and half-past four (4:30) p.m. Monday to Friday inclusive, with one-half (1/2) hour off for lunch.
- (b) The regular work week for employees working thirty-seven and a half (37.5) hours per week shall be seven and a half (7.5) hours per day between eight (8:00) a.m. and half-past four (4:30) p.m. Monday to Friday inclusive, with one half (.5) hour off for lunch. Hours will be staggered by mutual agreement amongst the office staff. If the employees are unable to reach agreement, coverage will be provided through equitable rotation.
- (c) The regular work week for a permanent part-time employee shall be a minimum of four (4) hours and no more than six (6) hours between eight

thirty (8:30) a.m. and four thirty (4.30) p.m. A normal work week will consist of no less than twenty (20) hours and no more than thirty (30) hours per week. Extra hours can be worked by mutual agreement up to seven and one half (7.5) hours per day and 37.5 hours per week at straight time.

Shift changes other than listed above require one two (2) weeks' notice from the District.

- (d) Where the District deems it necessary to temporarily change an employee's shift, for a short duration, to a time other than the employee's regular hours of work, but within the regular work week, the District shall give two (2) weeks' notice of the change.

All hours worked on a shift that starts after 2:30 p.m. and all hours worked between 6:00 a.m. and 8:00 a.m. shall be paid at a premium of one dollar (\$1.00) per hour. A temporarily changed shift shall be for consecutive hours with a start time no sooner than 6:00 a.m. and end no later than midnight.

16.02 Rest Periods

All employees shall be entitled to two (2) fifteen (15) minute rest periods at the daily job site during each eight (8) hour or seven (7) hour shift at times convenient to the contingency of the work.

16.03 Commencement of Shifts

Shifts shall commence and end at the Public Works Yard for those employees whose base of operations is such yard and the Municipal Office for those whose base of operations is such office. Employees shall be fully prepared to commence their work at the applicable starting time.

16.04 Minimum Hours

An employee reporting for work in their regular shift shall be paid their regular rate of pay for the entire period of work, with a minimum of four (4) hours pay.

ARTICLE 17 OVERTIME

17.01 Overtime Defined

All time worked before or after an employee's regular daily hours shall be considered overtime.

17.02 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours, as defined in Article 16, to equalize any overtime worked.

17.03 Sharing of Overtime

Overtime shall be divided equally among the employees who are willing and qualified to perform the work that is available.

17.04 Compensation for Work Before or After Scheduled Daily Hours

- (a) The District shall endeavour to keep overtime to a minimum. Overtime work before or after the regular daily hours shall be paid for at the rate of double time for all hours worked.
- (b) Regular days of rest shall be double time and statutory holidays shall be double time, in addition to holiday pay.

17.05 Call-Back Time

An employee who is called to work outside of their regular working hours shall be considered to have been called out and shall receive overtime rates of pay as provided in Article 17.04 for all hours worked, with a minimum of two (2) hours at overtime rates of pay.

17.06 Work During Vacation

An employee who is called to work while on vacation shall be paid at the overtime rate and shall receive another day off with pay at their regular rate of pay.

17.07 Time Off in Lieu of Payment

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a mutually agreeable time.

Banked time shall be limited to three hundred (300) hours. Time off shall be limited to forty (40) hours at one time. An employee's written request for time off in lieu of payment of overtime shall be approved or denied within two (2) weeks of the date of receipt of the request by the Employer.

17.08 Hours Free From Work

Employees who work four (4) or more hours ending after midnight on shall have the option of eight (8) hours rest before coming to work.

They will be paid at regular rates for the subsequent shift as if they had started at the usual time. If they are required to come in at the regular time, due to an emergency situation, they will be paid at overtime rates for the entire shift.

ARTICLE 18 HOLIDAYS

18.01 List of Holidays

All employees covered by this Agreement shall be paid for a regular day's work on each of the following Statutory Holidays, provided that such Statutory Holiday falls upon a normal working day:

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	BC Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Truth and Reconciliation Day		

Four (4) hours on Christmas Eve or the last working day before Christmas Day.

Four (4) hours on New Year's Eve or the last working day before New Year's Day. And all civic declared holidays and those proclaimed by the Federal Government and the Province of British Columbia.

The employee must have worked the last working day before and the first working day after the Statutory Holiday. For purposes of this Article, "worked" shall be defined as being on the job, on vacation, on approved sick leave, on WCB or on other approved paid leave of absence or being on unpaid leave of absence of up to five (5) days before or after the holiday.

When any of the above-noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.

18.02 Holidays During Vacation

If a Statutory Holiday falls or is observed during an employee's vacation period on what otherwise would be a normal working day for such employee, they shall be granted an additional day vacation for each such Statutory Holiday, in addition to his regular vacation time.

ARTICLE 19 VACATIONS

19.01 Length of Vacation

An employee shall be entitled to an annual vacation in the calendar year of service as follows:

<u>Years of Service</u>	<u>Working Days</u>	<u>Vacation Pay</u>
1 st to 4 th	15	6%
5 th to 10 th	20	8%
11 th to 15 th	25	10%
16 th to 23 rd	30	12%
24 th and thereafter	35	14%

The first (1st) year of service is the calendar year in which the employee commenced employment. Entitlement shall be prorated in the first (1st) year if employed less than twelve (12) months. Employees shall have the option of having one (1) week of vacation paid out where the employee has commenced their fifth (5th) year. Employees shall give the District a minimum of two (2) weeks' advance written notice when they wish to have a vacation payout.

19.02 Vacation Pay

A Regular employee shall be paid vacation pay equal to their regular daily earnings at the time of the vacation.

Temporary employees, students and employees hired under Federal or Provincial financial assisted projects shall receive vacation pay equal to four percent (4%) of gross earnings which shall be paid on each pay cheque.

19.03 Vacation Schedules

- (a) All vacations shall be taken in the year in which they are earned and at a time subject to the approval of the Supervisor concerned. Each employee should submit an application for their vacation period to their Supervisor by March 1st of each year. The Supervisor shall, for an employee who has made such vacation application, advise the employee, by March 15th, whether the application has been approved. One (1) week's vacation may be carried over into the following year, subject to the approval of the Clerk Administrator.
- (b) Unbroken Vacation Period
An employee shall, wherever possible, be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the employee concerned and the District.
- (c) Preference in vacation shall be accorded the employee who submits their vacation request by March 1st over an employee who submits their request after that date. In other cases, seniority shall be given due consideration.
- (d) The District may deny an employee vacation time during their first six (6) months of employment. An employee who commences employment after June 30th may be denied vacation entitlement in the same calendar year but shall receive prorated vacation pay at December 31st.
- (e) An employee leaving the service of the District shall have their vacation entitlement prorated.

19.04 Illness or Bereavement During Vacation

Sick leave or bereavement leave may be substituted for vacation where it can be satisfactorily established by the employee that a confining illness or an incapacitating accident or a death occurred while on vacation. A claim based on a confining illness or incapacitating accident must be accompanied by a doctor's certificate.

ARTICLE 20 SICK LEAVE PROVISIONS

20.01 Sick Leave Defined

Sick Leave means the period of time an employee, except a student, temporary employee or project employee, is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease or because of an accident for which compensation is not payable under the Workers' Compensation Act. An employee must notify the Clerk Administrator of an absence due to illness before the commencement of the employee's regular shift. The Union and the District agree that sick leave provisions are provided for those employees who are legitimately sick and therefore agree to work co-operatively in an effort to discourage the abuse of these provisions.

20.02 Amount of Sick Leave

After completing three (3) months of service with the District from the date of hire, an employee shall accumulate sick leave in the following manner:

- (a) One and one-half (1½) days per month.
- (b) All unused sick leave in each year shall be allowed to accumulate to a maximum of two hundred (200) days for future use. Where an employee accumulates two hundred (200) sick days, the employee shall be paid five (5) extra days, in addition to those entitlements in Article 20.11 – Sick Leave Draw. The five (5) sick leave days shall only be paid where the employee has accumulated two hundred sick leave days. The sick leave payout shall occur in the last pay period of the calendar year, where possible.

20.03 Proof of Illness

Sick Leave absences in excess of two (2) days may be required to be substantiated by a doctor's certificate. When a doctor's certificate is required, the District shall pay the cost of the certificate, if there is a charge.

When the District requires a doctor's certificate attesting to the employee's sickness or disability, such request shall be made during the time the employee is absent from work.

20.04 Hurt on the Job

An employee, except a temporary employee, who is hurt on the job shall be paid their regular wages up to a period of six (6) months from the date of accident for the time they are actually covered by the Workers' Compensation Board and the District shall receive their compensation cheque for the said period. Where the first (1st) day is not paid by the Workers' Compensation Board, the first (1st) day shall be paid by the District. An employee temporarily relieving at a higher rated job shall be paid benefits at the higher rate, provided they worked at the higher rated job for two (2) weeks immediately prior to being hurt.

20.05 Sick Leave During Leave of Absence

When an employee is given authorized leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, PROVIDED this time does not exceed twelve (12) months, 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.

20.06 Medical Care Leave

An employee shall be granted the necessary time off for the purpose of an appointment relating to physical health with a licensed professional practitioner, and when practical shall return to work immediately following the visit. The employee is required to have the necessary form as supplied by the District signed by the attendant practitioner in order to qualify. The employee shall give at least one (1) day's notice to the District when such a visit is contemplated. This time off shall be deducted from accumulated sick leave.

20.07 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.

20.08 Sick Leave Records

A record of all sick leave accumulated and used shall be kept by the District and shall be shown on each pay stub.

20.09 Sick Leave - Illness at Home

- (a) In case of illness of an immediate member of the 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 their Supervisor or Clerk Administrator, to use a maximum of five (5) accumulated sick leave days per illness for this purpose. A doctor's certificate may be required for such use of sick leave and, if required, shall be paid by the District, if there is a charge.

- (b) **Compassionate Care Leave:** An employee is entitled to up to eight (8) weeks' of unpaid leave in a twenty-six (26) week period to care for a gravely ill member of the employee's immediate family. An employee may use up to two (2) weeks of their accumulated paid sick leave to care for the member of their immediate family.
- (c) **Hospitalization**
In the event of hospitalization of an immediate member of the family of an employee, (as defined in Article 21.03), outside of the Port Edward area, the employee shall be entitled, after notifying their Department Head, to use accumulated sick days while out of town due to the hospitalization of the family member, to a maximum of ten (10) days annually.
- (d) **Immediate family** for the purposes of this article, shall be defined as a spouse, child or other dependent relative who lives in the home of the employee.

20.10 Sick Leave Payout

Upon termination of employment with the District, an employee shall receive payment for their unused sick days to a maximum of fifty (50) days (assuming the employee has the requisite unused sick leave days in their bank). Payment shall be based on the employee's rate of pay in effect on the date of termination.

20.11 Sick Leave Draw

An employee who accumulates twenty-five (25) days unused sick leave shall be entitled to draw from their accumulated sick leave, pay and such pay, when used, shall be deducted from the leave as pay.

The pay shall be calculated by adding the sick days earned in the previous calendar year, after attaining twenty-five (25) days, subtracting any days used for sick leave and then take one-third (1/3) of the result as pay to a maximum of five (5) days.

ARTICLE 21 LEAVE OF ABSENCE

21.01 For Union Business

Up to two (2) representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the District, or up to two (2) representatives with respect to a grievance.

21.02 Union Conventions and Meetings

- (a) Leave of absence without pay and without loss of seniority shall be granted upon request to the District to one (1) employee elected or appointed to represent the Union at Union Conventions. Leave of

absence without pay shall be granted to employees to attend Executive and Committee meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies.

- (b) Leave of absence without pay and without loss of seniority may be granted upon request to the District for one (1) employee to attend Union seminars, workshops, and/or conferences. Reasonable written notice shall be provided to the District.
- (c) Employees on leave of absence as contained in this section shall have their time cards marked "approved absence". Employee benefits shall continue as normal and the District shall bill the Union the cost of wages plus eighteen percent (18%) for benefits.

21.03 Bereavement Leave

An employee shall be granted five (5) regularly scheduled consecutive work days' leave without loss of salary or wages in the case of death of a spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandchild or grandparent. Reasonable additional paid leave, to a maximum of three (3) days, which shall be taken out of the employee's sick leave bank, for travel time shall be allowed when necessary and when prior approval has been obtained from the Clerk/Administrator. Where the employee does not have the necessary accumulated/banked sick leave days, they shall be granted up to three (3) unpaid days for travel time related to bereavement.

21.04 Education Leave

Leave of absence with pay and without loss of seniority may be granted to allow employees of the District time to write examinations or attend courses to improve qualifications in the service of the District, provided:

- (a) The course taken is beneficial to the District.
- (b) The employee undertakes to remain with the District for six (6) months from the date of the examination.

The District shall post in all departments any training courses for which employees may be selected. When necessary, the senior qualified applicant shall be given due consideration, except where a course is pertinent to the work presently performed by another employee, then that employee shall be given first selection priority.

21.05 Training Expenses and Wages

- (a) An employee who is authorized to attend apprenticeship and training courses shall be reimbursed for reasonable transportation, accommodation and meal expenses incurred while outside Port Edward, less the amount provided by any government subsidized program or other training sources. When staying with relatives or friends, etc., this reimbursement shall be as set out in District policy or thirty-five dollars (\$35.00) per night, whichever is greater.

- (b) Per diem for out-of-town courses shall be as set out in District policy or seventy-five dollars (\$75.00) whichever is greater.
- (c) The employee will be reimbursed for meal expenditures of twenty-five dollars (\$25.00) for day courses held in Prince Rupert. An employee shall receive their normal earnings while attending apprenticeship and training courses, and will be reimbursed as set out in District policy or forty-five cents (\$0.45) per kilometre travelled, whichever is greater, when using their own vehicle.
- (d) Employees attending a one (1) day course in Terrace are eligible for a per diem of forty-five dollars (\$45.00). Employees shall be able to stay at least one (1) night in a hotel when attending a full one (1) day course in Terrace and regular per diem of seventy-five dollars (\$75.00) shall apply.

21.06 General Leave

The District may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be made in writing. Such leave shall not be unreasonably withheld.

21.07 Mourner's Leave

One half (1/2) day leave without loss of wages or benefits shall be granted to attend a funeral as a pallbearer or mourner.

21.08 Maternity, Paternity, Parental and Adoption Leaves

The current applicable provincial and federal legislation shall govern Maternity, Paternity, Parental and Adoption Leaves.

21.09 Jury or Court Witness Duty

The District shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any Court. The District shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee shall present proof of service and the amount of pay received.

21.10 Union/Public Office

Any employee who is elected or selected for a full time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay or benefits but without loss of seniority, by the District, for a period of up to one (1) year. Such leave shall be renewed each year, on request, during their term of office.

21.11 Domestic and Sexual Violence Leave

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be attributed to the abusive or violent situation.

An employee shall be granted a one-time leave of absence with pay and without loss of benefits and seniority for up to five (5) days along with a five (5) day unpaid leave of absence without loss of benefits and seniority if the employee experiences domestic or sexual violence, based on reasons outlined in the BC Employment Standards Act.

Subsequent to this one-time paid leave, an employee shall be granted a leave of absence without pay and without loss of benefits for up to ten (10) days per year if the employee experiences domestic or sexual violence, based on these reasons listed in the Legislation.

If requested by the employer, the employee must, as soon as practicable, provide the employer reasonably sufficient proof in the circumstances that the employee is entitled to the leave.

An employee is not entitled to leave under this section if the employee commits the domestic violence.

ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES

22.01 Payment of Wages

Wages and classifications shall apply as set out in Schedule "A" attached hereto and forming part of this Agreement. The rate of pay for any classification not included in Schedule "A" shall be negotiated, if necessary, by the parties, on the understanding that failure to reach agreement on any rate shall necessitate the submission of same to a Board of Arbitration as provided for in Article 11 of this Agreement.

22.02 Equal Pay for Equal Work

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

22.03 Pay Days

All employees shall take part in the payroll direct deposit. All pay shall be deposited directly to an employee's bank account(s), (to a maximum of two (2) bank accounts), with the exception of overtime pay which shall be remitted to employees by cheque if they advise the District in writing two (2) weeks in advance of the payday.

22.04

Standby Pay

The parties agree that one qualified maintenance employee must be on standby after regular working hours. This means available by direct telephone contact. All qualified employees will be scheduled for standby duty for one week intervals on an equal rotation. This schedule will be made by the Employer.

Employees on standby shall be compensated as follows:

- (a) All employees will be paid straight time wages at \$4.25 per hour on standby, which can be taken in cash or banked for time off at a later mutually agreed to time.
- (b) All hours actually worked by a standby employee will be paid at overtime rates in accordance with Article 17, Overtime of the Collective Agreement.
- (c) When standby is required on a holiday listed in Article 18, Holidays of the Collective Agreement, the employee will take one day off in addition to the hourly standby pay.
- (d) The banked days off in this case will not be paid out except upon termination of employment.
- (e) Employees cannot opt out of the standby rotation. All qualified employees will be expected to participate in the Standby rotation schedule.
- (f) An employee designated to be on Standby is expected to be fit for work at all times and must be able to report to work as soon as possible, but no longer than one (1) hour.

22.05

Classifications

- (a) All employees shall be paid at the rate set forth for the classification to which they are hired, irrespective of whether they are employed full time in their classification or not.
- (b) Employees assigned by the District to perform work in a higher paid classification shall be paid the higher rate for every hour worked, and no less than a minimum of two (2) hours.
- (c) An employee temporarily receiving a higher rate of pay shall be paid the higher rate for any Statutory Holidays occurring within that work period, provided the employee has worked at the higher paying job for the day before and/or the day after the holiday.

22.06

Pay on Temporary Assignment

An employee temporarily assigned to a position with a lower rate of pay shall maintain their regular rate of pay.

22.07 Boot/Clothing Allowance

Maintenance workers shall be reimbursed a maximum of three hundred dollars (\$300.00) annually for work related clothing and/or footwear, upon submission of the clothing and/or footwear receipts.

22.08 Clothing Allowance

Upon approval of the Superintendent of Public Works, the District will reimburse an employee who has suffered a loss of clothing due to circumstances beyond normal wear and during the course of their duties.

22.09 "Dirty Work" Premium

Employees shall be paid a premium of one dollar and seventy-five cents (\$1.75) per hour when working in raw sewage, when digging a grave for disinterment, working with asphalt, repairing garbage handling equipment, and when cleaning human and/or animal excrement, vomit or blood.

This premium will only be applied to those hours performing the dirty work for tasks and employees will be supplied with coveralls.

22.10 Water and/or Sewer EOCB Certification Premium

An employee who holds a valid water and/or sewer treatment ticket shall, when the ticket is deemed by the Chief Administrator to be required, be paid a premium of:

Water and Sewer Ticket Premium		
Water Treatment 1 \$0.60	Water Treatment 2 \$0. 60	Water Treatment 3 \$0.60
Water Distribution 1 \$0.40	Water Distribution 2 \$0. 40	Water Distribution 3 \$0.40
Wastewater Treatment 1 \$0.60	Wastewater Treatment 2 \$0.60	Wastewater Treatment 3 \$0.60
Wastewater Collection 1 \$0.40	Wastewater Collection 2 \$0.40	Wastewater Collection 3 \$0.40

Premiums will be stacked as certifications are obtained.

22.11 Additional Certifications Premium

It is an employee’s responsibility to maintain certifications required of their position. The District shall ensure that recertification courses are provided at no loss of pay or benefits. Additional certifications if required by regulation may be required to be taken but only those listed below will be paid an additional premium.

An employee required to take a course or examination to renew or maintain qualifications shall, upon successful completion be reimbursed the course or examination fees and shall receive wages while attending such course or examination.

Where an employee possesses certifications directly related to employment, the District agrees to compensate the following from the date of certification or commencement of employment if previously certified.

- (a) To be compliant with WCB requirements the District requires at least two (2) employees to have Occupational First Aid Level 1 certification.

Unless otherwise approved by the Employer, all employees will be designated as attendants and will hold a valid OFA Level 1 certification, and will be compensated at a premium of twenty cents (\$0.20) per hour

- (b) Mechanics possessing a CVSE Authorized Inspector Certificate will receive fifty cents (\$0.50) per hour while working on District vehicles.

- (c) Employees who have completed the required certification to operate a chainsaw shall receive fifty cents (\$0.50) per hour while operating a chainsaw.

22.12 Foreman Rate of Pay

A senior employee left working at the Public Works will assume the duties of Foreman and be paid the Foreman rate of pay when the Foreman is absent; provided there are at least three (3) employees at work in the Public Works.

22.13 Meal Allowance

A meal allowance of fifteen dollars (\$15.00) will be added to an employee's wages, by the District for employees required to work in excess of two (2) hours overtime immediately following a shift or on an emergency call-out (4) hours.

ARTICLE 23 RETIREMENT

23.01 Retirement

An employee who retires after attaining the age of fifty-five (55) and has ten (10) years of service with the District shall receive thirteen (13) weeks of pay. An employee who retires at age fifty-five (55) and does not have ten (10) years of service with the District shall receive a prorated payment based on the following formula:

years of service divided by 10 multiplied by 13 weeks

ARTICLE 24 JOB CLASSIFICATION AND RECLASSIFICATION

24.01 No Elimination of Present Classification

Existing classifications shall not be eliminated without prior consultation with the Union.

24.02 Changes in Classification

When any position not covered by Schedule "A" of this Agreement is established or the duties and responsibilities are significantly changed during the term of this Agreement, the rate of pay shall be subject to negotiations between the District and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

24.03 Downward Reclassification of Position

An employee shall not have their salary reduced by reason of a change in the classification of his position.

ARTICLE 25 EMPLOYEE BENEFIT PLANS

25.01 Eligibility for Benefits

All employees who work twenty (20) or more hours per week (except students on special projects of a fixed duration or those employees who are not part of the District's normal ongoing workforce who are on federally or provincially financed projects of a fixed duration) are eligible to participate in the benefits of Article 25.02, 25.03 and 25.06. The District shall pay the registration fee and premiums for all eligible employees who request such coverage.

25.02 Benefit Plans

- (a) Medical Services Plan - after one (1) month's service;
- (b) MSA Extended Health Plan - after three (3) months of service.

Extended Health Benefits to include Extended Health Benefits net.

Extended Health Benefits' lifetime limit to be one million dollars (\$1,000,000.00).

Vision care benefit of five hundred and fifty dollars (\$550.00) per employee and each dependent, every two (2) years. If glasses are broken on the job, the District shall pay for a replacement pair, if the costs are not covered by the plan. The employer will pay for the actual cost of eye exams per employee and family member every two (2) years.

Paramedicals per year; per family member: acupuncture, podiatrist, chiropractor, physiotherapy and orthotics, to a combined total of eight hundred and fifty dollars (\$850.00).

- (c) MSA Dental Plan - Plan A 100%, Plan B 85%, Plan C 60%, after three (3) months of service. Plan C lifetime limit five thousand dollars (\$5,000.00).

25.03 Group Life Insurance

- (a) The District shall provide the Group Life Insurance coverage of two hundred thousand dollars (\$200,000.00), with Accidental Death and Dismemberment, after three (3) months of service. The District shall pay the registration fee and shall thereafter defray one hundred percent (100%) of the monthly dues.
- (b) Additional optional group life insurance shall be made available to employees. Premiums shall be shared fifty percent (50%) by the District and fifty percent by the employee to a maximum of one hundred thousand dollars (\$100,000.00).

25.04 Pension

- (a) All employees shall participate in the Canada Pension Plan under its terms and conditions.
- (b) All employees working full time shall participate in a pension plan under the terms of the Municipal Pension Plan on completion of three (3) months of service. Regular part-time employees may participate upon completion of three (3) months of service.

25.05 Continuation of Benefits

- (a) The District agrees to pay its share of the monthly premiums up to three (3) months to the medical plan, dental plan, extended health plan and group life insurance for employees with two (2) or more years of service being laid off. Employees with less than two (2) years seniority may continue benefits for up to three (3) months by pre-paying the costs of the District. In the event of a longer layoff, employees so affected shall be given the right to continue their coverage through direct payment, provided the plans permit such coverage.
- (b) No dependent shall be deleted from benefit coverage without prior written notification to the employee and the dependent.
- (c) In the event of the death of an employee, the District shall continue to pay its share of the monthly premiums up to three (3) months after the expiry of accumulated sick days, to a medical plan, dental plan, and extended health plan for the employee's benefits.
- (d) In the event of the death of an employee, the District shall continue the employee's regular pay for four (4) weeks following the date of death. A cheque for the appropriate amount shall be made out in the name of and given to the beneficiary named in the employee's file.

25.06

Long Term Disability

- (a) The District agrees to administer a Union sponsored Long Term Disability Plan for eligible employees. The Plan and carrier shall be determined by the Union.
- (b) All full time employees, upon completion of the probationary period, shall enrol in the Plan as a condition of employment. An eligible employee unless already covered by a wage loss replacement plan shall participate in the Long Term Disability Plan.
- (c) Employees working less than full time with at least thirty (30) hours per week may enrol in the Plan on a voluntary basis and shall thereafter continue to participate so long as eligible.
- (d) The District agrees to deduct the premium from the earnings of each enrolled employee and forward the premiums and required reports once a month to the carrier of the Plan, with a copy to the Union.
- (e) An employee shall continue to be covered by the Employee Benefit Plans of this Collective Agreement.
- (f) An employee, while receiving benefits of the Plan or an eligible employee waiting for benefits to commence, shall be considered on approved leave of absence until a Doctor certifies that they are able to return to work or until the employee is unable to perform any work for the District (including through rehabilitation) as defined by the Plan.
- (g) An employee shall continue to accumulate seniority for up to two (2) years following the date of disability.

25.07

Employee and Family Assistance Plan

The District shall pay one hundred percent (100%) of the premiums for an Employee and Family Assistance Plan for all employees and dependants.

25.08

Medical Referral

A regular employee shall be allowed up to two (2) days per medical referral within the Northwest and three (3) days per referral to Vancouver or elsewhere with an annual maximum of five (5) days from their sick bank for the purpose of attending medical facilities or medical practitioners outside of Prince Rupert for the employee, spouse or child when:

- (a) Such facilities or practitioners are not available in Prince Rupert, or
- (b) A medical practitioner makes such a referral.

This includes dental and therapeutic referrals.

An additional five (5) days from an employee's sick bank may be taken when the annual maximum has been reached.

25.09

Medical Travel Guidelines

(a) Intention

The plan is intended to offset specified travel and accommodation costs for required medical treatments for regular employees (and dependents – children or spouse) that have completed their probation period, when referred for such treatment by their local physician.

The Parties intend that medical referrals, when made in conjunction with the employee, shall be first made within Prince Rupert (if possible), secondly within the Northwest and lastly outside of the Northwest. Employees are required to advise their physician of this intention.

It is not the intention of the Parties that any employee shall be required to change physicians in order to meet the requirements of this plan.

See Appendix A for In-Province Medical Travel Eligible Expenses.

(b) Exclusions

The plan does not cover loss of wages.

The plan does not cover the cost of meals (except as noted in Appendix A).

The plan will not cover any cost that may be claimed under other health and welfare plans provided by the District.

Unless the District has previously granted an employee approval, they shall not combine a referral under this plan with other personal business such as vacation entitlement.

(c) Administration

The plan will be funded and administered by the District of Port Edward. Adjudication of claims will be as per Appendix A.

The District will supply employees with claim forms when required.

(d) Limitations

(1) Transportation and accommodation will be as allowed in Appendix A.

(2) When staying with relatives or friends compensation shall be as per District policy, or thirty-five dollars (\$35.00) per day whichever is greater.

(3) Receipts will be required for actual expenses.

(e) Claim Procedure

The parties agree that the District will administer the plan, however adjudication of the eligibility of individual claims will be the responsibility of the carrier under the terms of Appendix A. The District will adjudicate claims under two hundred and fifty dollars (\$250.00), as per Appendix A, and pre-approval is recommended. Claims may be made on forms supplied by the District. All claims must be made within twenty (20) working days

of the employees return to Port Edward. In the event of a dispute as to a claim, a grievance may be instituted.

(f) Misrepresentation

The parties agree that where an employee knowingly misrepresents the nature or amount of their claim, they will be required to repay all or part of the reimbursement and may be subject to discipline.

ARTICLE 26 SAFETY AND HEALTH

26.01 Safety Committee

The Union shall appoint two (2) representatives and the District shall appoint one (1) representative to be members of the Industrial Health and Safety Committee. This Committee shall meet quarterly or as directed by the District.

The Committee will meet with all staff to discuss any near miss situations, or accidents that have happened in an effort to help incidents from reoccurring. These meetings will be held as soon as possible after the incident has occurred.

26.02 Safety Equipment and Clothing

Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing as determined by the Safety Committee and the Clerk Administrator.

26.03 Hard Hats

Hard hats shall be supplied by the District. Employees failing to return the hard hat upon termination shall have the cost of a replacement hard hat removed from their last pay cheque.

26.04 Protective Clothing

The District shall supply all public works employees with rubber boots in good condition; suitable waterproof outer clothing shall be supplied to employees required to work in the open during inclement weather, and all employees handling garbage shall be supplied with rubber gloves. Worn out articles shall be returned prior to the issuance of new items. All clothing shall be Canadian Union made wherever possible.

26.05 Care of Clothing

The employee is required to use reasonable precaution in the use of said garments and shall be held responsible for loss or destruction of same directly attributable to any act of negligence on his part.

26.06 No Disciplinary Action

No employee shall carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment when that person has reasonable cause to believe that to do so would create an undue

hazard to the health or safety of any person. Any employee who refuses to carry out a work process or operate a tool, appliance or equipment shall forthwith report the circumstances of the unsafe condition to their supervisor.

Such an employee shall not be subject to disciplinary action and temporary alternative work at no loss in pay shall be provided until the matter is resolved.

After resolution of the matter by the Workers' Compensation Board, any further allegations of undue hazard to the health or safety of any person over the same matter may be grounds for disciplinary action.

26.07 Pay for Injured Employees

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at their regular rate of pay, unless a doctor or nurse states that the employee is fit for further work on that shift.

26.08 Transportation of Accident Victim

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the District.

26.09 Lunch Room

A suitable lunch room and washrooms shall be maintained by the District for the convenience of the employees.

ARTICLE 27 TECHNOLOGICAL CHANGE

27.01 Disputes Arising in Relation to Adjustment to Technological Change

During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Collective Agreement. The District shall give to the Union in writing at least ninety (90) days' notice of any intended technological change that:

- (a) Affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- (b) Alters the basis upon which the Collective Agreement was negotiated. Either party may, if the dispute cannot be settled in to Article 11 of this Collective Agreement.

27.02 Arbitration Board

The arbitration board shall decide whether or not the District has introduced, or intends to introduce a technological change, and upon deciding that the District has or intends to introduce a technological change, the arbitration board:

- (a) Shall inform the Minister of Labour of its finding, and

- (b) May then or later make any one or more of the following orders:
- (1) That the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
 - (2) That the District shall not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitration board considers appropriate;
 - (3) That the District reinstate any employee displaced by reason of technological change;
 - (4) That the District pay to that employee such compensation in respect of his displacement as the arbitration board considers reasonable;
 - (5) That the matter be referred to the Industrial Relations Council (under Section 77 of the Industrial Relations Act of British Columbia).

27.03 Training Benefits

Where new or greater skills are required than those already possessed by affected employees, such employees shall, at the expense of the District, be given a reasonable period of time, during which they may perfect or acquire the skills necessitated by the technological change. There shall be no reduction in pay upon being reclassified in the new position.

ARTICLE 28 JOB SECURITY

28.01 Temporary Employee

A Temporary Employee is one who is hired on a term certain basis for a specific project, who works up to full-time hours, on a regular or irregular basis, for the classification in which they are employed. The Employer agrees to notify the Union of such project and the term of same, in writing. The duration of any temporary assignment shall not exceed six (6) calendar months without the Union's approval, which approval shall not be unreasonably denied.

Temporary employees shall accumulate casual/temporary seniority and shall receive Fifteen percent (15%) of their earnings in lieu of the sick, vacation and medical benefits contained in this Agreement.

28.02 Casual Employee

A Casual Employee is one who is employed on a day to day as needed basis, to perform specific short term or occasional functions (such as but not limited to sick leave replacement, vacation replacement, or work overload, etc.) not to exceed two (2) calendar months without the approval of the Union, which approval shall not be unreasonably denied.

Casual employees shall accumulate casual/temporary seniority and shall receive Fifteen percent (15%) of their earnings in lieu of the sick, vacation and medical benefits contained in this Agreement.

28.03 Student Employees

Student employee shall mean a person who regularly attends an educational institution and who is employed by the Employer during the period of April 20 to September 30 of any year to perform seasonal work. The employment of a Student Employee shall not result in the layoff or reductions of hours of a regular employee, or the termination of a probationary employee, nor shall a regular employee who is qualified and able to perform the required work be laid off while a Student Employee is employed to perform that work.

The intent of employing student workers is not to replace regular employees and their core job functions.

The following articles shall not apply: 14.07, 15.20, 21.08, 21.10, 21.01 and 25.

The Union shall be immediately notified when students are employed by the District for work referenced above.

28.04 Job Security

- (a) In order to provide job security for the members of the bargaining unit, the District agrees that work and services normally performed by the employees shall continue to be performed by the employees.
- (b) District equipment and employees shall be utilized to the fullest extent possible. Private equipment shall not be hired when employees and equipment are available to perform the work required by the District.
- (c) No employees shall be laid off as a result of contracting out. The Union shall be advised of contracting out proposals.

28.05 No Contracting Out

The Employer will make best efforts to provide job security for members of the bargaining unit and agree that all work or services normally performed by employees shall not be contracted out or assigned to employees not of the bargaining unit subject to the following:

- The employees are competent and qualified to perform the work;
- The equipment to perform the work is available;
- The work can be completed in the necessary and reasonable timeframe.

Further, the District commits to an annual review of contracting out plans whereby by December 31st of each year a summary of proposed contracting out plans are submitted to the Union and in which they have twenty (20) business days to provide feedback regarding planned work methods, tasks and contracts.

ARTICLE 29 GENERAL CONDITIONS

29.01 Bulletin Boards

The District shall provide bulletin boards which shall be placed so that all employees shall have access to them and 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.

29.02 Indemnity

Where coverage supplied through its comprehensive liability policy does not apply, the District shall supply the legal counsel where necessary for any action initiated against any employee by virtue of performance of their assigned duties.

29.03 Respectful Workplace

The Parties recognize the right of CUPE members to work in an environment free from sexual harassment and agree to cooperate in attempting to resolve, in a confidential manner, any complaints of sexual harassment which may arise in the workplace.

The Parties also recognize the right of CUPE members to work in an environment free from personal harassment or bullying.

The Employer is committed to taking appropriate disciplinary action if an allegation of sexual harassment, personal harassment and/or bullying is substantiated.

When an allegation of sexual harassment, personal harassment and/or bullying is proven to be malicious or frivolous in nature, the complainant may be subject to appropriate discipline.

29.04 Printing of Agreement

The District and the Union agree to print the Collective Agreement and share equally in the cost.

29.05 No Reduction of Rights

An employee shall not suffer a reduction of rights, benefits, privileges, wages or working conditions presently being enjoyed as a consequence of the implementation of this Collective Agreement.

29.06 Training Opportunities

Employees who desire to learn the skills required to perform the work in other positions for the Employer may request of the Chief Administrator, the use of Employer materials or equipment for the purpose. Another employee competent to train and familiarize the employee with the job requirements and skills must be available at all times during the time the employee is learning

the new skills. The employees participating in such training must not take away from their regular job duties.

This could be offered to employees on their time off to practice their skills on District equipment on District property.

Seniority shall be a factor in offering such training to those who have expressed interest in writing but also there will be an attempt to equalize such opportunities for all employees.

Requests under this Clause shall not be unreasonably denied but will be subject to the constraints of the District training budget where applicable as determined by the Chief Administrator.

ARTICLE 30 GENERAL

30.01 Plural or Feminine Terms May Apply

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.

ARTICLE 31 TERM OF AGREEMENT

31.01 Term of Agreement

This Agreement shall be binding and remain in full force and effect from the first (1st) day of January, 2022 to the thirty-first (31st) day of December, 2026 and shall continue from year to year thereafter, unless either party exercises its right to commence collective bargaining as provided in the Labour Relations Code of British Columbia.

31.02 Negotiations Extend Beyond the Anniversary Date

If negotiations extend beyond the anniversary date of the Agreement, both parties shall adhere fully to the provisions of this Agreement until a new agreement is negotiated and ratified by the parties.

31.03 All Revisions to the Collective Agreement

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

IN WITNESS WHEREOF the Corporate Seal of the District has been hereunto affixed, attested by the hands of its proper Officers in that behalf and has been executed by the duly authorized Officers of the Union the day and year first above written.

Signed this _____ day of _____, 2022

For the District of Port Edward:

For CUPE Local 105-02:

APPENDIX A

In-Province Medical Travel Eligible Expenses

When ordered by the attending Physician or Dentist because, in his or her opinion, adequate medical treatment, or medically required oral surgical treatment, is not available locally (locally is defined to be within two hundred and fifty (250) kilometres of the Member or Dependent's residence), the following are included as Eligible expenses:

- 1) Transportation for a patient (Member or Dependent), and attendant if medically required, to and from the nearest locale, within the province of residence, equipped to provide the required treatment by:
 - (a) Scheduled economy air (including Airport Improvement fee where applicable), rail, ferry, or bus.
 - (b) Automobile, if used, the rate reimbursed will be based on the allowable CRA kilometre rate and will be calculated on distance from town/city of residence to town/city of referral destination. Please note: automobile rental is not an Eligible expense.
 - (c) Limousine service or taxi fares:
 - From the airport, rail station, ferry terminal, or bus station to the treatment facility or accommodation.
 - From the treatment facility or accommodation, to the airport, rail station, ferry terminal, or bus station.
 - (d) Parking:
 - At the closest airport to the Member or Dependent's residence.
 - Hospital and doctor's office parking at the destination of the referral for the patient.
 - Limited to ten dollars (\$10.00) per day.
 - Receipts will be required.
- 2) Where transportation has been provided under (1) above, accommodation and meals in a commercial facility, for the patient and attendant, before and after medical treatment, to a combined maximum of one hundred and fifty dollars (\$150.00) per day for the patient and attendant, for a maximum of seven (7) days.
- 3) Transportation must take place within a reasonable time period of the Physician's referral.
- 4) Eligible claims are reimbursed at one hundred percent (100%).
- 5) Benefit amounts paid for medical travel will not be included in the EHC lifetime plan maximum.
- 6) Pre-authorization from Us for the Medical Travel is recommended.
- 7) All the above are subject to a two thousand five hundred dollars (\$2,500.00) calendar year maximum per covered person.

Procedure and Policies

- 1) No signature from employer required.
- 2) Claims to adjudicate based on above and accept and deny claim as appropriate.
- 3) No advance notice to GCD or client is required.

SCHEDULE A

Student	\$20.80	\$21.53	\$22.07	\$22.51	\$22.96
Seasonal Groundskeeper	\$28.78	\$29.78	\$30.53	\$31.14	\$31.76
Maintenance Utility 1	\$33.24	\$34.40	\$35.26	\$35.97	\$36.69
Maintenance Utility 2	\$35.15	\$36.38	\$37.29	\$38.04	\$38.80
Maintenance Utility 3	\$36.91	\$38.20	\$39.16	\$39.94	\$40.74
Foreman	\$40.54	\$41.96	\$43.01	\$43.87	\$44.74
Office Clerk 1	\$28.78	\$29.79	\$30.53	\$31.14	\$31.77
Office Clerk 2	\$31.77	\$32.88	\$33.70	\$34.38	\$35.07
Temporary Labourer	\$28.78	\$29.79	\$30.53	\$31.14	\$31.77

LETTER OF UNDERSTANDING #1

Between

DISTRICT OF PORT EDWARD

and

CUPE LOCAL 105-02

RE: Cell Phone

If it is mutually agreed by the Employer and the employee that an employee in Public Works will use their cell phone at work they will be compensated at twenty-five dollars (\$25.00) a month.

Signed this _____ day of _____, 2022

For the District of Port Edward:

For CUPE Local 105-02:
