

Memorandum of Settlement
(Collective Agreement)

between

North Cedar Improvement District

and

Canadian Union of Public Employees and its Local 401

The bargaining representatives of the North Cedar Improvement District and the bargaining representatives of the Canadian Union of Public Employees and its Local 401, unanimously agree, without reservation, to recommend the following terms and conditions for a Renewal Collective Agreement to their principals, which Renewal Agreement contains all of the terms and conditions of the collective agreement which expired December 31, 2009, except as amended below.

Signed this 16th day of February, 2010

For the employer

For the Union

Present Clause

Union Proposal

1. DEFINITIONS

1.01 A regular employee is an employee who is in a position expected to be ongoing.

Relate to 1.01 a) and add the following:

1.01 b) Auxiliary Employees

- i. **Auxiliary employees are those employees working on an irregular and/or unscheduled basis or to augment the workforce to perform specific or short-term functions.**
- ii. **In no case will a short-term Auxiliary employee work for more than a ninety (90) calendar day assignment without the agreement of both parties.**
- iii. **Through mutual agreement between the Union and the Employer, a permanent employee may be able to fill an Auxiliary position.**
- iv. **Laid off permanent employees who are on a recall list and who are qualified will have first priority for Auxiliary hours.**
- v. **Auxiliary employees shall only be utilized at the entry-level position of the Department where the work is required.**
- vi. **Auxiliary employees who take a position for less than ninety (90) calendar days shall receive 15% in lieu of all of the benefits and other prerequisites provided under this Agreement (i.e. annual vacation, sick time, statutory holidays, group life, extended health, dental, medical insurance). Any permanent part-time employee who takes an Auxiliary position and who already has benefits coverage will not be eligible for this percentage in lieu of benefits but shall continue to receive benefits.**
- vii. **Auxiliary employees who take a position for more than ninety (90) days shall receive the health benefits that the employee that they are replacing was eligible for.**
- viii. **The Employer shall provide and maintain an Auxiliary Employee seniority list. Seniority shall be from date of hire.**

Present Clause

Union Proposal

9. **JOINT CONSULTATION
COMMITTEE**

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

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

1. To consult regularly at the call of either Chair and in any event not less than every two (2) months during the term of this Agreement about issues relating to the work place that affect the Parties or any employee bound by this Agreement.
2. To deal with those matters referred to in Section 53 of the Labour Relations Code as follows:
 - a) to promote the cooperative resolution of work place issues;
 - b) to respond and adapt to changes in the economy;

No change to existing clause. We are seeking to establish regular meetings as they have not occurred.

Present Clause

Union Proposal

- c) to foster the development of work-related skills;
 - d) to promote work place productivity.
3. To deal with those matters arising under the "Occupational Health and Safety Regulations" of the Workers' Compensation Board.

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

Present Clause

Union Proposal

19. Overtime and Premium Pay

No Definition Currently - Add New:

19.01 UPGRADING

- a) When an employee is required by the Employer to perform substantially all of the duties of any position superior to that occupied by them for any reason, they shall receive increased pay for the period so worked at the minimum rate of pay for the superior provided that such minimum is greater than they already receive. Pay upgrade for the Maintenance Technician does not apply unless Maintenance Technician Supervisor is absent, and Maintenance Technician is supervising another worker/contractor.
- b) Casual employees are not eligible for pay upgrade until casual employee works in a higher classification in excess of fourteen (14) consecutive working days. The higher classification then applies for the fifteenth (15th) day forward.
- c) In the event that the employee is specifically directed by the Employer to perform substantially all of the duties of the Administrator when the Administrator is absent, the Employee shall be paid a premium of \$1.00 (one dollar) per hour above Treasurer rate of pay.

- (a) Overtime shall be defined as all work in excess of the applicable normal and/or regularly scheduled work day or the applicable normal and/or regularly scheduled work week as set out in Article 18. Overtime rates shall be time and one-half for the first three (3) hours and double time thereafter for each assignment. All overtime performed by employees on Saturdays, Sundays and statutory holidays shall be paid at the rate of double time (2X).
- (b) **Delete existing clause**

~~Casual employees are not eligible for pay upgrade until casual employee works in a higher classification in excess of fourteen (14) consecutive working days. The higher classification then applies for the fifteenth (15th) day forward.~~

Replace with:

"Auxiliary Employees shall be paid in accordance with the work performed."
- (c) In the event that the employee is specifically directed by the Employer to perform substantially all of the duties of the Administrator when the Administrator is absent for ½ day or more, the Employee shall be paid a premium of \$1.00 (one dollar) **three dollars (\$3.00) per hour** above Treasurer rate of pay.

Present Clause

Union Proposal

19.04 PUBLIC WORKS

Pager Pay

Employees may be assigned the responsibility of responding to emergency calls for essential services. Pagers will be provided for this purpose and will be assigned to the designated employee. For each day the pager is carried, the designated employee will be paid thirty-five (\$35.00) dollars for each non-working day and fifteen (\$15.00) dollars for each working day.

19.04 PUBLIC WORKS

Pager Pay

Amend as follows:

Employees may be assigned the responsibility of responding to emergency calls for essential services. Pagers will be provided for this purpose and will be assigned to the designated employee. For each day the pager is carried, the designated employee will be paid thirty-five (\$35.00) dollars for each non-working day and fifteen (\$15.00) dollars for each working day.

the designated employee will be paid

Upon Ratification:

one (1) hour at their regular rate of pay for each working day and two (2) hours wages at their regular rate of pay for each non working day.

Jan 1, 2011

two (2) hours at their regular rate of pay for each working day and three (3) hours wages at their regular rate of pay for each non working day.

Present Clause

Union Proposal

23.06 Family Illness

While it is recognized that sick leave days are to be used by an employee for their own personal illness or non occupational injury, where an immediate family member becomes ill or injured, an employee shall be entitled, upon approval by the Employer, to use a maximum of three (3) of their accumulated sick days per year to provide the necessary care.

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Amend as follows:

While it is recognized that sick leave days are to be used by an employee for their own personal illness or non occupational injury, where an immediate family member becomes ill or injured, an employee shall be entitled, upon approval by the Employer, to use a maximum of three (3) **five (5)** of their accumulated sick days per year to provide the necessary care.

Present Clause

Union Proposal

28.01 RETIREMENT

- a) All employees shall be advised three (3) months in advance of the date of their retirement.
- b) Except by agreement of the Parties hereto, no employee shall remain in the employ of the Employer for a period longer than twelve (12) months after reaching maximum retirement age. The Employer reserves the sole right to determine whether or not any employee will continue to be employed after having reached maximum retirement age.
- c) Retirement shall be defined pursuant to the provisions of the Pension (Municipal) Act.
- d) For purposes of this Agreement, maximum retirement age for all employees shall be sixty-five (65) years.

28.01 RETIREMENT

Delete as follows:

- a) All employees shall be advised three (3) months in advance of the date of their retirement.
- b) Except by agreement of the Parties hereto, no employee shall remain in the employ of the Employer for a period longer than twelve (12) months after reaching maximum retirement age. The Employer reserves the sole right to determine whether or not any employee will continue to be employed after having reached maximum retirement age.
- c) Retirement shall be defined pursuant to the provisions of the Pension (Municipal) Act.
- d) ~~For purposes of this Agreement, maximum retirement age for all employees shall be sixty-five (65) years.~~

Present Clause

Union Proposal

28.02 Medical Plan

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

- Eye Care, i.e. Optometrists Visits – 100% Employer paid.
- Eye Glasses – 100% Employer paid up to two-hundred dollars (\$200.00) every two (2) years.

28.02 Medical Plan

Amend as follows:

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

- Eye Care, i.e. Optometrists Visits – 100% Employer paid
- Eye Glasses – 100% Employer paid up to ~~two-hundred dollars (\$200.00)~~ every ~~two (2) years.~~
a maximum of
three hundred dollars (\$300.00)
every two years Jan. 1, 2010 – Dec. 31, 2011
three hundred fifty dollars (\$350.00)
every two years Jan. 1, 2012.

Present Clause

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

29.07 Personal Vehicle Mileage

Add as follows:

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

The use of personal vehicles and the payment of mileage is not intended to be a regular, ongoing requirement of an Employee in the performance of their duties. The Employer shall provide work vehicles for employees required to work off site on a regular basis or whose duties frequently and normally include those outside of the District's office.

Present Clause

Union Proposal

29.09 SAFETY FOOTWEAR

The Employer will pay up to \$100.00 towards the purchase of one (1) pair of steel-toed or safety boots annually. Payment will be made upon the presentation of the appropriate sales receipt.

29.09 SAFETY FOOTWEAR

Amend as follows:

The Employer will pay up to ~~\$100.00~~ **\$150.00** towards the purchase of one (1) pair of steel-toed or safety boots annually. Payment will be made upon the presentation of the appropriate sales receipt.

Present Clause

Union Proposal

Schedule A - Hourly Rates of Pay

Amend Casual Labourer (Inside and Outside) to
Auxiliary Employee (Inside and Outside)
Effective Jan. 1, 2010 Auxiliary Employee rate \$16.90
(3% increase does not apply in first year of Collective
Agreement)

Amend Treasurer Rate
2009 - \$23.80
2010 - \$25.51 (3% increase does not apply)
2011 - \$26.01 plus 3%

Three (3) year deal
January 1, 2010 – December 31, 2012
3% January 1, 2010
3% January 1, 2011
3% January 1, 2012

Present Clause

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19.05 Overtime Meal Allowance (NEW)

An employee required to work more than two (2) hours but less than four (4) hours of unscheduled overtime shall receive one meal allowance as follows:

Breakfast	\$15.00
Lunch	\$20.00
Dinner	\$30.00

and any combination of such meals relevant to the circumstances.

An employee required to work four (4) or more hours but less than eight (8) hours of unscheduled overtime shall receive two (2) meal allowances.

An Employee required to work eight (8) or more hours of unscheduled overtime shall receive three (3) meal allowances.

Present Clause

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We would like to add a new Operators position.

The new Operators position should have the same job description as the Maintenance Technician.

We would also like two (2) classifications for the Maintenance Technician.

Level 1 – current rate

Level 2 - \$0.75 higher (\$23.20) plus negotiated increase effective Jan. 1, 2010

\$0.75 higher (\$23.95) plus negotiated increase effective Jan. 1, 2011

Present Clause

Union Proposal

NORTH CEDAR IMPROVEMENT DISTRICT

JOB CLASSIFICATION DESCRIPTION

MAINTENANCE TECHNICIAN

**WATERWORKS DEPARTMENT
October 2001**

JOB SUMMARY:

Reporting to the Administrator and the Maintenance Supervisor, the incumbent carries out operational and maintenance duties related to water, and services related to waterworks operations, and other duties as required. The position supports the waterworks department by assisting team members in their duties, as required to meet service expectations, departmental goals and objectives.

DUTIES:

1. Assists in the installation and reading of meters and related appurtenances.
2. Assists in the installation and maintenance of water lines, services and related equipment, processes and plant.
3. Assists with water treatment process including the transportation of treatment materials.
4. Assist in pump station, fire hydrant and grounds maintenance.
5. Assists in scheduled water well maintenance.
6. Performs traffic control.
7. Performs routine checks on all utilities.
8. Assists in checking and maintaining records on pump station and wells.
9. Carries a pager and responds to call-outs.
10. Assists the public with any questions or complaints regarding water works.
11. Performs other related duties as required.

REQUIRED KNOWLEDGE, ABILITIES AND SKILLS:

Good knowledge of the methods, techniques, materials, tools and equipment used in the construction of underground utilities.

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Must have a valid Class 5 Drivers License. Must possess knowledge of safe work procedures and W.C.B. regulations and WHMIS.

Ability to perform a variety of manual tasks requiring the use of independent judgement and action.

Ability to understand and effectively carry out oral and written instructions.

Ability to direct other employees when the need arises due to the absence of the Maintenance Supervisor

Ability to read and understand plans and as-constructed details of underground utilities.

Must be in good health and have sufficient physical strength and agility to perform the work in all weather.

Ability to present a neat appearance and deal tactfully and effectively with the public and fellow staff members.

Ability to keep project records and to record as-constructed details. Ability to complete written reports and records.

REQUIRED TRAINING AND EXPERIENCE:

Completion of grade 12, or related experience in municipal construction and maintenance.

REQUIRED LICENCES, CERTIFICATES AND REGISTRATIONS:

Completion of the Water Distribution System Operator Level One. One years prior job related experience.

Upon completion of Water Distribution System Operator Level two automatically move to Maintenance Technician II rate.

Union Proposal

LETTER OF UNDERSTANDING

between the

NORTH CEDAR IMPROVEMENT DISTRICT

and the

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 401

RE: Initial Placement as Auxiliary Employees

In order to recognize the service of long standing Casual Employees, the parties hereby agree to the following:

1. Jason McMurtrie and Shane Crocker shall have their status changed from Casual Employee to that of Auxiliary Employee.
2. They will be placed on the Seniority List as per Article 1.01 b) viii (the date of their original employment).
3. They shall both be considered as having completed their probationary period.
4. As of the date of Ratification, Article 1.01 b) shall apply to the Employees named in this letter.