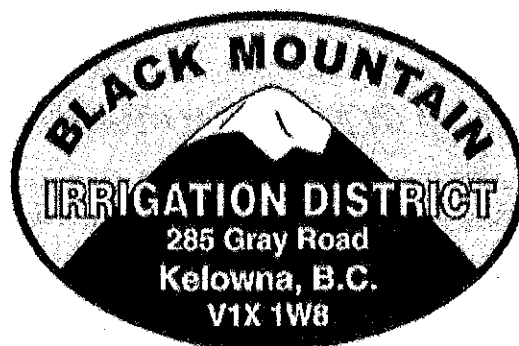


COLLECTIVE AGREEMENT

BETWEEN

BLACK MOUNTAIN IRRIGATION DISTRICT



AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 338**



January 1, 2016 – December 31, 2020

TABLE OF CONTENTS

ARTICLE 1	PREAMBLE.....	1
1.01	PREAMBLE	1
1.02	PURPOSE OF AGREEMENT	1
ARTICLE 2	MANAGEMENT RIGHTS	2
2.01	RIGHTS OF THE EMPLOYER	2
ARTICLE 3	UNION RECOGNITION	2
3.01	BARGAINING AGENCY	2
3.02	WORK OF THE BARGAINING UNIT	2
3.03	NO OTHER AGREEMENTS	2
3.04	CORRESPONDENCE	2
ARTICLE 4	CONTINUATION OF ACQUIRED RIGHTS.....	2
4.01	APPLICABLE LAWS	2
4.02	AMALGAMATIONS, REGIONALIZATION AND MERGER PROTECTION	3
ARTICLE 5	NO DISCRIMINATION	3
5.01	NO DISCRIMINATION	3
5.02	NO HARASSMENT	3
ARTICLE 6	UNION SECURITY	3
6.01	UNION MEMBERS	3
6.02	UNION DUES	4
6.03	DEDUCTIONS	4
ARTICLE 7	LABOUR-MANAGEMENT COMMITTEE	4
7.01	ESTABLISHMENT OF COMMITTEE	4
7.02	FUNCTION OF COMMITTEE	4
7.03	MEETINGS OF COMMITTEE	4
7.04	CHAIRPERSON OF THE MEETING	5
7.05	MINUTES OF THE MEETING	5
7.06	REPRESENTATIVES.....	5
ARTICLE 8	NEGOTIATIONS COMMITTEE	5
8.01	COMMITTEE COMPOSITION	5
8.02	NOTICE OF MEETING	5
8.03	EMPLOYEE REIMBURSEMENT	5
8.04	PRINTING OF THE AGREEMENT.....	5
ARTICLE 9	GRIEVANCE PROCEDURE	6
9.01	GRIEVANCE PROCEDURE	6

ARTICLE 10	ARBITRATION	6
10.01	SINGLE ARBITRATOR.....	6
10.02	APPOINT AN ARBITRATOR	6
10.03	TIMELINE	6
10.04	DECISION OF THE ARBITRATOR.....	6
10.05	COSTS OF THE ARBITRATOR.....	7
10.06	LABOUR RELATIONS CODE.....	7
10.07	ALTERNATE DISPUTE RESOLUTION.....	7
ARTICLE 11	DISCHARGE, SUSPENSION AND DISCIPLINE	7
11.01	JUST CAUSE FOR DISCIPLINE AND DISMISSAL	7
11.02	BURDEN OF PROOF.....	7
11.03	RIGHT TO HAVE STEWARD PRESENT	7
11.04	ACCESS TO PERSONNEL FILE	7
ARTICLE 12	DEFINITIONS	7
12.01	REGULAR FULL TIME EMPLOYEE	7
12.02	REGULAR PART TIME EMPLOYEE	8
12.03	CASUAL EMPLOYEE	8
12.04	PROBATIONARY EMPLOYEE	8
ARTICLE 13	SENIORITY	8
13.01	DEFINITION	8
13.02	FULL TIME AND PART TIME EMPLOYEES' ATTAINMENT OF SENIORITY	8
13.03	SENIORITY DURING ABSENCE.....	9
13.04	TRANSFERS AND SENIORITY OUTSIDE THE BARGAINING UNIT	9
13.05	NEW REGULAR EMPLOYEE RECEIVING MEDICAL HEALTH SERVICES.....	9
ARTICLE 14	PROMOTIONS AND STAFF CHANGES.....	9
14.01	NOTICE IN WRITING.....	9
14.02	SENIORITY TO APPLY	10
14.03	INCREASE IN DUTIES AND/OR RESPONSIBILITIES	10
14.04	UNION NOTIFICATION	10
14.05	PROMOTIONS REQUIRING HIGHER QUALIFICATIONS OR CERTIFICATIONS	10
14.06	TEMPORARY ASSIGNMENTS.....	10
ARTICLE 15	LAYOFFS AND RECALL	10
15.01	LAYOFFS AND REHIRING PROCEDURE.....	10
15.02	NOTICE OF LAYOFF.....	11
15.03	RECALL	11
ARTICLE 16	HOURS OF WORK.....	11
16.01	NORMAL WORK WEEK FOR OUTSIDE WORKERS	11
16.02	NORMAL WORK WEEK FOR OFFICE WORKERS	11
16.03	LUNCH BREAK.....	11
16.04	REST PERIODS	11

ARTICLE 17	OVERTIME	11
17.01	OVERTIME DEFINED	11
17.02	OVERTIME - NORMAL WORK DAY.....	11
17.03	OVERTIME – SCHEDULED DAY OFF	12
17.04	OVERTIME - HOLIDAYS.....	12
17.05	CALL OUT	12
17.07	EARLY START OVERTIME.....	13
17.08	OVERTIME AUTHORIZATION.....	13
17.09	EMPLOYEE’S ELECTION OF PAYMENT METHOD.....	13
17.10	OVERTIME ALLOCATION.....	13
ARTICLE 18	HOLIDAYS	14
18.01	STATUTORY HOLIDAYS	14
18.02	RATE OF PAY	14
18.03	CHRISTMAS / NEW YEAR’S SHUTDOWN.....	14
18.04	STATUTORY HOLIDAY FALLING ON A SATURDAY	14
18.05	STATUTORY HOLIDAYS FOR EMPLOYEE ABSENT UNDER 6 MONTHS	14
18.06	DISCHARGED EMPLOYEE	14
18.07	TEMPORARY LAYOFF	15
ARTICLE 19	VACATIONS AND ENTITLEMENT	15
19.01	DEFINITIONS	15
19.02	VACATION TIME	15
19.03	COMPENSATION FOR HOLIDAYS FALLING WITHIN VACATION SCHEDULE.....	16
19.04	EMPLOYEES ON LAYOFFS.....	16
19.05	SCHEDULING VACATIONS	16
19.06	VACATION CARRY OVER.....	16
ARTICLE 20	SICK LEAVE AND ACCUMULATED SICK DAYS.....	16
20.01	PAID SICK LEAVE ACCUMULATION	16
20.02	SICK LEAVE PAY TO START ON THE FIRST (1 ST) DAY OF ABSENCE	17
20.03	SICK DAYS DEDUCTION	17
20.04	CARE OF IMMEDIATE FAMILY MEMBER	17
20.05	PAYOUT OF ACCUMULATED SICK DAYS.....	17
20.06	MEDICAL DOCTOR OR DENTIST APPOINTMENT.....	18
ARTICLE 21	LEAVES OF ABSENCE.....	18
21.01	UNION LEAVE	18
21.02	GENERAL LEAVE	18
21.03	JURY OR COURT WITNESS LEAVE	18
21.04	BEREAVEMENT LEAVE	19
21.05	PREGNANCY LEAVE.....	19
21.06	PARENTAL LEAVE	19
21.07	FAMILY RESPONSIBILITY LEAVE	19
21.08	EDUCATION LEAVE	19

ARTICLE 22	PAYMENT OF WAGES AND ALLOWANCES.....	20
22.01	WAGES	20
22.02	PAY DAYS	20
22.03	STAND-BY	20
22.04	TRAVEL EXPENSES.....	20
22.05	PER DIEM RATES	20
22.06	BMID EXPENSES	20
ARTICLE 23	BENEFITS AND PENSION	20
ARTICLE 24	HEALTH AND SAFETY	20
24.01	SAFETY COMMITTEE	20
24.02	PAYMENT UPON INJURY.....	21
24.03	WORKSAFEBC BENEFITS	21
24.04	SAFETY EQUIPMENT.....	21
ARTICLE 25	TECHNOLOGICAL CHANGE.....	22
25.01	NOTICE OF CHANGE.....	22
ARTICLE 26	JOB SECURITY.....	22
26.01	CONTRACTING OUT	22
ARTICLE 27	PRESENT CONDITIONS AND BENEFITS.....	22
ARTICLE 28	TERM OF AGREEMENT.....	23
SCHEDULE "A"	.....	24
PAY GRID	.....	24
SCHEDULE "B"	.....	25
HEALTH AND WELFARE AND OTHER BENEFITS (ARTICLE 23)	.....	25
SCHEDULE "C"	.....	26
STANDBY DUTIES AND BANKED HOURS.....	.....	26
LETTER OF UNDERSTANDING #1.....	.....	27
RE: ASSISTANT FOREMAN POSITION .....	.....	27
LETTER OF UNDERSTANDING #2.....	.....	28
RE: HEALTH AND WELFARE AND OTHER BENEFITS (ARTICLE 23) .....	.....	28
LETTER OF UNDERSTANDING #3.....	.....	29
RE: JOB DESCRIPTIONS.....	.....	29
LETTER OF UNDERSTANDING #4.....	.....	30
RE: GREEN CIRCLED RATES OF PAY .....	.....	30
LETTER OF UNDERSTANDING #5.....	.....	31
RE: ARTICLE 19.02 .....	.....	31

LETTER OF UNDERSTANDING #6..... 32
 RE: GPS32
LETTER OF UNDERSTANDING #7..... 33
 RE: BARGAINING UNIT INCLUSIONS/EXCLUSIONS.....33

AGREEMENT BETWEEN:

THE BLACK MOUNTAIN IRRIGATION DISTRICT,
(Hereinafter called the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 338,
Chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour
Congress
(Hereinafter called the "Union")

ARTICLE 1 PREAMBLE

1.01 Preamble

WHEREAS; The District is an employer within the meaning of the Labour Relations Code;

AND WHEREAS; The Union is the certified negotiating authority for all bargaining unit employees of the District.

AND WHEREAS; It is desired by both parties to this Agreement:

- a) To maintain a secure, safe and reliable supply of water to all ratepayers of the District and keep this objective as paramount in the operations and conduct of staff and management;
- b) To promote and encourage harmonious relations of employment between the District and the Union;
- c) To recognize the mutual value of joint discussions in matters pertaining to working conditions, duties and responsibilities, scale of wages, safety, and other related matters;
- d) To encourage efficiency in the operation of the District and the services it provides to the community;
- e) To promote the morale, well-being, and security of all employees of the District;
- f) To secure prompt and ethical settlement of disputes with the use of this Agreement.

1.02 Purpose of Agreement

The purpose of this Agreement is to establish the terms and conditions of employment, to facilitate effective operations and harmonious relationships between the Parties and the community the District serves.

ARTICLE 2 MANAGEMENT RIGHTS

2.01 Rights of the Employer

Subject to the grievance procedure, the Union recognizes the management, supervision, control and the direction of the working force remain the exclusive function of management. The Union further recognizes and agrees that the District retains all the customary rights, responsibilities, functions, and prerogatives of management except as otherwise provided in this Agreement.

The District's rules, regulations, employment policies and amendments thereto, shall be communicated in writing to the Union.

ARTICLE 3 UNION RECOGNITION

3.01 Bargaining Agency

The District, or anyone authorized to act on its behalf, approves and recognises the Union, as the sole bargaining agency for all of its employees, except those excluded by the *Labour Relations Code* and hereby consents and agrees to negotiate with the Union or any authorized committee thereof, in any and all matters affecting the relationship between the Parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

Persons whose regular jobs are not in the bargaining unit, shall not perform work which is designated to bargaining unit employees, in keeping with the terms of this agreement, and/or except for the purposes of instruction, in emergencies or during absences when regular employees are not available.

3.03 No Other Agreements

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

3.04 Correspondence

All correspondence between the parties, arising out of this Agreement or incidents thereto, shall pass to and from the District and the Secretary of the Union and a copy shall be sent to the Local 338 Unit Representative. The Union shall be responsible for providing up to date contact information.

ARTICLE 4 CONTINUATION OF ACQUIRED RIGHTS

4.01 Applicable Laws

All provisions of this Agreement are subject to applicable laws now and hereafter. If any law now existing or hereafter enacted, and/or proclamation, and/or regulations shall invalidate any portion of this Agreement the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence.

4.02

Amalgamations, Regionalization and Merger Protection

In the event of an amalgamation, annexation or merger the Parties will attempt to negotiate provisions with the new organisation that:

- a) Employees shall be credited with all seniority rights with the new employer.
- b) All service credits relating to vacation with pay and sick leave credits shall be recognized by the new employer.
- c) Overall conditions of employment, wage rates and other benefits of the new employer shall be equal to the overall provisions in effect with the current Employer.
- d) No employee shall suffer a loss of employment as a result of merger.
- e) Preference in location of employment in the merged service shall be on the basis of seniority.

ARTICLE 5

NO DISCRIMINATION

5.01

No Discrimination

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

5.02

No Harassment

All personnel have the right to work without harassment. All employees are advised of the Districts *Respect in Work Place Policy*. Complaints from bargaining unit employees alleging harassment from supervisors or other employees shall be dealt with through the policy or grievance procedure.

ARTICLE 6

UNION SECURITY

6.01

Union Members

All bargaining unit employees, as a condition of continuing employment, shall become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union. The Union shall be the sole judge of good standing of its members. All future employees shall, as a condition of continued employment, become members in good standing in the Union not later than after one (1) month of continuous employment with the District.

6.02 Union Dues

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

6.03 Deductions

Deductions shall be made from each payroll period and shall be forwarded to the Treasurer of the Union not later than the fifteenth (15th) day of the following month in respect of which deductions have been made, accompanied by a list of all employees from whom deductions have been made and their amounts.

ARTICLE 7 LABOUR-MANAGEMENT COMMITTEE

7.01 Establishment of Committee

A Committee shall be established consisting of two (2) representatives of the Union (including the Local 338 Unit Representative) and two (2) representatives of the District. The Committee shall enjoy the support of both Parties in the interests of improved service to the public, and job security for employees.

7.02 Function of Committee

The Committee shall concern itself with the following general matters:

- a) Considering constructive criticisms of all activities so that better relations shall exist between the District and the Union.
- b) Improving and extending services to the public.
- c) Promoting safety and sanitary practices.
- d) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- e) Correcting conditions causing grievances and/or misunderstandings.

7.03 Meetings of Committee

The Committee shall meet at least once each month, or at the call of either of the Parties, at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Any representative of the Union on this Committee, who is in the employ of the District, shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration provided the department head has prior notice. All costs will be covered by the District.

7.04 Chairperson of the Meeting

A District and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

7.05 Minutes of the Meeting

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

7.06 Representatives

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

ARTICLE 8 NEGOTIATIONS COMMITTEE

8.01 Committee Composition

Negotiating Committee: The negotiating committee shall be appointed by the Union and include two (2) outside crew members and one (1) inside office staff member. The District shall appoint no less than one (1) Trustee. The Administrator may also sit in the meetings to participate in the proceedings as a member of the District's committee.

8.02 Notice of Meeting

Should either the District or Union desire to call a meeting of the Negotiating Committee, such meeting will be arranged within fourteen (14) days after notice to bargain has been issued in accordance with Article 28.

8.03 Employee Reimbursement

Employee representatives shall be reimbursed for their time spent at their regular rate of pay. Any amounts reimbursed or paid to an employee by the District, for time spent in their capacity as a representative of the negotiating committee, will in turn be reimbursed to the District, by the Union, within thirty (30) days of being presented an invoice.

8.04 Printing of the Agreement

The cost of printing the Collective Agreement in booklet form shall be shared equally between the parties.

ARTICLE 9 GRIEVANCE PROCEDURE

9.01 Grievance Procedure

If a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitral, during the term of the Collective Agreement, there shall be no stoppage of work and the dispute shall be finally and conclusively settled as follows:

- a) **Step One:** The Union and the affected employee shall first (1st) try to settle the dispute with the immediate Supervisor.
- b) **Step Two:** If no settlement is effected under Clause (a) above, the matter shall, within fifteen (15) days from being made aware of the happenings giving rise to the grievance, be reduced to writing and presented in a meeting to the District.
- c) **Step Three:** Failing a settlement at Step Two, the Union may make a presentation to the Board's designated labour committee (minimum of two (2) Trustees) within thirty (30) days of the response to Step Two. The District shall provide a reply to the Union within thirty (30) days of the presentation.
- d) **Step Four:** Where no settlement is effected within thirty (30) days of meeting under Clause (b) it may be submitted to arbitration in accordance with Article 10 hereof.

ARTICLE 10 ARBITRATION

10.01 Single Arbitrator

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

10.02 Appoint an Arbitrator

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

10.03 Timeline

The Arbitrator will be encouraged to render a decision within fifteen (15) working days from the date of the conclusion of the hearing.

10.04 Decision of the Arbitrator

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

10.05

Costs of the Arbitrator

Each Party shall bear one-half (1/2) of the cost and expenses of the Arbitrator.

10.06

Labour Relations Code

Section 104 of the Labour Relations Code shall apply.

10.07

Alternate Dispute Resolution

Grievances may, by mutual agreement, be submitted to an alternate dispute resolution process, including expedited arbitration or mediation. Such decisions shall be of no precedential value unless agreed to by the parties. Costs of the process shall be shared equally between the parties.

ARTICLE 11

DISCHARGE, SUSPENSION AND DISCIPLINE

11.01

Just Cause for Discipline and Dismissal

No employee shall receive a written or oral reprimand or warning, be suspended, demoted, dismissed or disciplined, except for just and reasonable cause.

11.02

Burden of Proof

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

11.03

Right to Have Steward Present

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

11.04

Access to Personnel File

An employee shall have the right to have access to and review their personnel file, in the presence of the Manager or designate, outside working hours, and to respond in writing to any document contained therein. Such reply shall become part of the employee's record.

ARTICLE 12

DEFINITIONS

12.01

Regular Full Time Employee

An employee who has successfully completed the probationary period and is employed for regular full time work.

12.02 Regular Part Time Employee

An employee who has successfully completed the probationary period and is employed on a permanent part time (less than full time hours) basis.

12.03 Casual Employee

A person who is employed on an irregular basis to fill vacancies due to the absence of employees through illness, accident, vacation, approved leave of absence, or seasonal extra workload. These terms are not to go beyond six (6) months. Any position occupied by a casual employee shall be assumed by the person normally holding the position, upon their return from leave.

Casual employees will receive six (6%) percent in lieu of all vacation, statutory holidays, other paid leaves, fringe benefits and premiums. Upon mutual agreement between parties, the six (6) month term may be extended.

12.04 Probationary Employee

Any employee who has not completed the six (6) month probationary period, or an extension of the probationary period as provided under this agreement.

ARTICLE 13 SENIORITY

13.01 Definition

Seniority is length of service with the District and shall date from the original date of commencing work.

The District shall maintain a seniority list showing the commencement date of each employee's seniority. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in April of each year.

Seniority shall operate on a bargaining unit-wide basis.

13.02 Full Time and Part Time Employees' Attainment of Seniority

Newly hired employees appointed to established positions shall be on probation for six (6) calendar months, from the date of commencing work. During the probationary period employees shall be entitled to all rights and privileges of this Agreement unless otherwise provided, except with respect to discharge. The standard of discharge for probationary employees shall be lack of general suitability for continued employment. If deemed appropriate, the District may seek to extend the probationary period by agreement with the Union. Notwithstanding these conditions, the District may deem the probationary period served at any time.

On completion of probation in the established position, seniority shall be effective from the original date of commencing work.

13.03

Seniority During Absence

If an employee is absent from work because of sickness, accident, layoff, or leave of absence approved by the District, the employee shall not lose seniority rights.

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

- a) is discharged for just cause and is not reinstated;
- b) resigns;
- c) is on an unauthorized absence from work in excess of three (3) working days, unless it was not reasonably possible to notify the District;
- d) fails to return to work after a layoff within seven (7) calendar days, 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 in writing of a current address;
- e) is laid off and not re-employed within twelve (12) months after layoff;
- f) has completed six (6) months of work in a position outside of the bargaining unit.

13.04

Transfers and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If within six (6) months such an employee returns to the bargaining unit, the employee shall be returned to their former position without loss of seniority or rate of pay, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority or rate of pay.

13.05

New Regular Employee Receiving Medical Health Services

Any new regular employee will be subjected to working through a six (6) month probationary period. The employee shall receive Medical Service Coverage for themselves after three (3) months service. Upon completion of the probationary period the employee's family shall also be eligible for MSP benefits, dental and extended health benefits.

ARTICLE 14

PROMOTIONS AND STAFF CHANGES

14.01

Notice in Writing

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

14.02 Seniority to Apply

In making staff changes, appointment shall be made to the senior applicant having the required qualifications, skill, knowledge, education and ability. The successful applicant shall be placed on a trial period of sixty (60) of the employee's working days. In the event the District finds the successful applicant proves unsuitable in the position during the aforementioned trial period, or the employee so chooses, they shall be returned to their former position without loss of seniority or rate of pay, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority or rate of pay.

14.03 Increase in Duties and/or Responsibilities

When duties and/or responsibilities in any classification are increased or when any position not covered by Schedule "A" is established during the lifetime of this Agreement, the rate of pay shall be set by the District. If the parties disagree as to the classification and/or rate of the job in question, such dispute shall be submitted to the grievance procedure and if necessary, arbitration. The new rate so established shall become retroactive to the time the position was first (1st) filled by the employee.

14.04 Union Notification

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

14.05 Promotions Requiring Higher Qualifications or Certifications

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

14.06 Temporary Assignments

Notwithstanding the foregoing the District can temporarily assign any employee to do any job for three (3) months or less. In such a case the employee shall be paid their regular rate of pay or the rate of the assigned position whichever is the greater.

ARTICLE 15 LAYOFFS AND RECALL

15.01 Layoffs and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order to their seniority, provided that those employees retained are qualified to do the work.

15.02**Notice of Layoff**

The District shall notify employees with seniority rights who are to be laid off, two (2) weeks before layoff is to be effective.

15.03**Recall**

When a new position of a temporary or permanent nature is developed, the employees laid off shall be recalled in order of seniority provided that those employees retained are qualified to do the work. Recalled employees shall be paid the rate of their previous position or their current certification level, whichever is lesser.

ARTICLE 16 HOURS OF WORK**16.01****Normal Work Week for Outside Workers**

The normal work week for outside workers shall consist of five (5) days, Monday to Friday inclusive. The work day shall consist of eight (8) consecutive hours starting at 7:30 a.m. and ending at 4:00 p.m.

16.02**Normal Work Week for Office Workers**

The normal work week for office workers shall consist of five (5) days Monday to Friday inclusive. The work day shall consist of seven and one half (7½) hours starting at 8:00 a.m. and ending at 4:00 p.m.

16.03**Lunch Break**

Lunch break will be for a period of one half (½) hour. Lunch break is considered employee time and not paid for by the Employer. Any non-work related travel time for the purposes of the lunch break is included within the one half (½) hour allotted for the lunch break.

16.04**Rest Periods**

Employees shall be permitted a paid fifteen (15) minute rest period in the first (1st) half (½) of the work day and a second (2nd) such rest period in the second (2nd) half (½) of the work day. Any non-work related travel time for the purposes of the rest period is included within the fifteen (15) minutes allotted for the rest break.

ARTICLE 17 OVERTIME**17.01****Overtime Defined**

All time worked beyond the normal scheduled work day and the normal scheduled work week, or on a holiday, at the request of the Management, shall be deemed as overtime.

17.02**Overtime - Normal Work Day**

All work in excess of eight (8) hours per day for outside employees and seven and one-half (7½) hours per day for inside employees shall be paid for at time and one-half (150%) the regular hourly rate for the first (1st) two (2) hours of overtime, and double (200%) the regular hourly rate thereafter.

17.03 Overtime – Scheduled Day Off

All time worked on an employee's scheduled day off shall be paid for at double (200%) the regular rate of pay.

17.04 Overtime - Holidays

Any employee who is required to work on a statutory holiday shall be paid at the rate of double (200%) the regular rate of pay for every hour worked in addition to the employee's regular holiday pay.

17.05 Call Out

An employee scheduled or called out to work outside normal scheduled working hours shall be paid at double (200%) the regular rate of pay; and shall be paid for a minimum of two (2) hours.

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

Call out is defined as a situation or event where the employee is required to attend to a work duty or responsibility.

Call out does not include an employee who is in receipt of stand by pay and is required to monitor or review computer data and information, access SCADA, or communicate by telephone. In the event the stand by employee performs these duties in excess of the applicable stand by rate for a given day they can submit this additional time to the District for payment.

17.06 Provision for Night Time Call Outs

- a) If an employee gets called in to work for an emergency between the hours of 10:00 p.m. and 4:00 a.m. for a single or combined period equal to or greater than two (2) hours. The employee will receive double (200%) time for all hours worked in this period; and the employee will receive eight (8) hours of grace from work starting at the end of the employee's last call out with regular wages commencing at normal shift hours (7:30 a.m.).

Example #1: Employee gets called in to work at 10:00 p.m. and works until 12:00 a.m. He or she, if required, will not return to work until 8:00 a.m.

Example #2: Employee gets called in to work at 2:00 a.m. and works until 4:00 a.m. He or she, if required, will not return to work until 12:00 p.m.

- b) In the event that operational requirements do not allow the employee to receive the eight (8) hour grace period, they shall be paid double (200%) time for all hours worked on that shift. It is agreed that no employee shall be required to work excessive consecutive hours.

17.07 Early Start Overtime

No employee shall be sent home during a normal scheduled work day to compensate for early start overtime. An employee required to work before the commencement of the employee's normal work day shall be paid overtime rates of double (200%) time for the period up to the commencement of the normal work day, providing the full normal work day is completed. Early departure is by mutual agreement.

17.08 Overtime Authorization

There shall be no overtime worked without prior Supervisor or Management authorization. (See Schedule "C" – Standby Duties) In the absence of management, a supervisor may authorize overtime. Overtime must be justified on the basis of requirements, necessity, urgency and safety of the task required.

17.09 Employee's Election of Payment Method

An employee working overtime for which the employee is entitled by the terms of Articles 17.01 - 17.08 shall elect to be paid for such overtime in accordance with the following:

- a) Such overtime to be paid for at the appropriate overtime rate;
- b) The option to bank the overtime in an Overtime Bank to a maximum of one hundred twenty (120) hours to be taken as time off in lieu.

Election of method of payment shall be made by the employee at the time the overtime is reported; however, overtime of less than one (1) hour shall be only in accordance with Article 17.09(a) above.

- i) For the purposes of this article water treatment plant employees shall have an overtime bank cap of one hundred and twenty (120) hours.
- ii) Forty (40) hours of the annual accrued banked time must be taken between the dates of November 1st and March 31st annually.
- iii) Any hours banked as a result of overtime or standby duties for the calendar year must be taken before March 31st the following year.
- iv) Any banked hours not taken by March 31st will be paid out at the rate in effect at the time the duties were performed.

17.10 Overtime Allocation

Overtime shall be offered to outside staff in accordance with past practice. That is to qualified employees with consideration of the location and urgency of the work. Overtime for office staff shall be according to seniority so long as the employee is qualified to perform the work.

ARTICLE 18 HOLIDAYS

18.01 Statutory Holidays

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

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

And any day proclaimed by the Federal or Provincial Governments as a Statutory Holiday.

18.02 Rate of Pay

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

18.03 Christmas / New Year's Shutdown

Should the Board of Directors approve a Christmas / New Year's shut-down, the Employer will work cooperatively with the Union to ensure the proposed closure meets the needs of both Parties. Employees will use vacation pay, banked time, earned-days off or be on leave without pay for non-statutory days. The Employer will notify employees of such pending shut-down by November 1st each year.

Notwithstanding this article the District may offer work during the Christmas shutdown period to employees who wish to work.

18.04 Statutory Holiday Falling on a Saturday

Where a statutory holiday falls on a Saturday, the holiday will be observed on the Friday. If the statutory holiday falls on a Sunday, the holiday will be observed on the Monday unless otherwise agreed upon between the District and the Union.

18.05 Statutory Holidays for Employee Absent under 6 Months

Employees absent from work by reason of accident or illness not in excess of six (6) months shall receive pay for Statutory Holidays as designated herein. Employees absent by reason of unpaid leave of absence, discharge, or quit, shall not be entitled to Statutory Holiday Pay.

18.06 Discharged Employee

An employee who is discharged for just cause shall not be entitled to holiday pay.

18.07 Temporary Layoff

An employee who has been laid off temporarily and is returned to work prior to a Statutory Holiday, shall be entitled to the paid holiday.

ARTICLE 19 VACATIONS AND ENTITLEMENT

19.01 Definitions

a) Vacation Year – Definition of:

The term "vacation year" as used in this Agreement shall mean the twelve (12) month period following the employee's anniversary date as established under Article 13.

b) Vacation Pay Rate

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

c) Regular employees are entitled to use their annual vacation entitlement on their anniversary date as indicated below. Should an employee quit or be terminated for cause any vacation owed will be recovered from their final cheque.

19.02 Vacation Time

- a) New employees will receive one (1) day of vacation entitlement for each completed month of service to a maximum of ten (10) days;
- b) Upon completion of one (1) year as an employee, the employee shall be entitled to two (2) weeks, or ten (10) days of vacation with seventy-five (75) (inside) or eighty (80) (field) hours pay, or four percent (4.0%) of annual gross earnings, whichever is greater.
- c) All employees with two to seven (2 - 7) years of service shall be entitled to three (3) weeks, or fifteen (15) days of vacation with one hundred and twenty (120) hours of pay, or six percent (6.0%) of annual gross earnings, whichever is greater.
- d) All employees with eight to twelve (8 - 12) years of service shall be entitled to four (4) weeks, or twenty (20) days of vacation with one hundred and sixty (160) hours of pay, or eight percent (8.0%) of annual gross earnings, whichever is greater.
- e) All employees with thirteen to seventeen (13 – 17) years of service shall be entitled to five (5) weeks, or twenty-five (25) days of vacation with two hundred (200) hours of pay, or ten percent (10.0%) of annual gross earnings, whichever is greater.
- f) All employees with eighteen (18) years or more of service hired prior to January 1, 2005 will retain six (6) weeks of vacation. All employees hired after January 1, 2005 will be entitled to a maximum of five (5) weeks' vacation.

19.03 Compensation for Holidays Falling Within Vacation Schedule

If a statutory holiday or declared holiday falls on and is observed during an employee's vacation period, he/she shall be granted an additional day's vacation for each such holiday in addition to his/her regular vacation time.

19.04 Employees on Layoffs

- a) Employees who have earned seniority and have been laid off shall be paid for annual vacations as per Article 19.02 at the time of layoff.
- b) Employees who have been laid off and have been subsequently re-employed shall accrue vacation seniority from previous employment.

19.05 Scheduling Vacations

Annual vacations shall be arranged mutually so as to cause a minimum of interruptions of service. For inside employees, seniority shall prevail in the event of a conflict of vacation selection. Outside staff vacations shall be scheduled on a first (1st) come first (1st) serve basis.

All vacation scheduling must be completed by March 31st for seniority rights to apply.

Unless otherwise agreed the maximum number of outside employees who may be off at one time is three (3) when the treatment plant is running and four (4) when it is not. It is agreed there must always be at least two (2) plant employees working when the plant is operating.

One (1) office employee may be on vacation at a time.

Vacations shall be approved/denied by the District within five (5) working days.

19.06 Vacation Carry Over

All annual vacations must be taken by March 31st of the following year unless the District permits a carry over, authorized in writing by the District. If vacation is not taken, the equivalent wage will be paid out in the first (1st) pay period following March 31st.

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

ARTICLE 20 SICK LEAVE AND ACCUMULATED SICK DAYS

20.01 Paid Sick Leave Accumulation

For all employees who have passed their probationary period, paid sick leave shall be accumulated at the rate of one (1) day (based on the number of hours worked in a regular day) per month to a maximum of one hundred and twenty (120) days.

20.02 Sick Leave Pay to Start on the First (1st) Day of Absence

Employees are entitled to sick leave pay commencing on the first (1st) day of absence. The Employer may require an employee to produce a medical certificate to ascertain proof of illness after absence of three (3) days.

Should an employee demonstrate excessive or pattern absenteeism over a period of time the District may request a medical certificate ensuring the employee is under the care of a physician for a condition or conditions causing the absences.

20.03 Sick Days Deduction

Sick days claimed by the employee will be deducted from accumulated days.

20.04 Care of Immediate Family Member

Employees shall be granted five (5) days per calendar year with pay from the employee's accumulated sick leave to care for an immediate family member who is sick or injured. Immediate family member is as defined in Article 21.04 (a).

20.05 Payout of Accumulated Sick Days

- a) Sick leave credits would not apply to employees discharged for just cause. For normal situations, sick leave credits will be available for payout to all employees that are employed for a period longer than seven (7) years. Sick leave would be paid out on termination for the value of accumulated days as follows:
 - i) After seven (7) years of service: a maximum of thirty (30) days.
 - ii) After fifteen (15) years of service: a maximum of sixty (60) days.
 - iii) After twenty (20) years of service: a maximum of ninety (90) days.
 - iv) After twenty-five (25) years of service: a maximum of one hundred twenty (120) days
- b) For the period of time between the five (5) year increments, the number of days paid out would be interpolated between the five (5) year increments for the number of years.
 - i) Should an employee be laid off by the employer due to lack of work, he shall retain his accumulated sick leave days up to a period of one (1) year. After one (1) year, they will terminate for that employee. Days will not accumulate for an employee that is laid off.
 - ii) Should an employee die while still employed by the District, their beneficiary is entitled to the wage value of accumulated sick days given the number of years of service.
- c) Should an employee be terminated, they will be paid out based on the value of the accumulated sick days as per Article 20.05(a).

20.06 Medical Doctor or Dentist Appointment

Employees should schedule doctor and dentist appointments outside of working hours whenever possible. When appointments are approved during work hours an employee, who has an appointment with a medical doctor or dentist, shall be given two (2) hours to attend from their sick bank. The Employer reserves the right to request proof of appointment. It is the employee's responsibility to return to work as soon as possible after the appointment is fulfilled. Requests for time off for appointment shall not be unreasonably denied.

ARTICLE 21 LEAVES OF ABSENCE

21.01 Union Leave

- a) The District agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to handle a grievance or meet with the Employer they shall suffer no loss of pay for the time so spent.
- b) Union leaves shall be granted insofar as essential operational needs can be maintained. Notwithstanding article 21.01(a) Union leave shall be otherwise without pay. The Union shall reimburse the Employer the cost of the employees' wages plus an additional twenty-one (21%) percent for benefit costs.
- c) Such requests shall be in writing and whenever possible presented forty-eight (48) hours prior to such leave, and shall not be unreasonably denied.

21.02 General Leave

The District may grant leave of absence without pay and without loss of seniority to any employee requesting such leave in writing. Such leave shall not be unreasonably denied.

21.03 Jury or Court Witness Leave

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

21.04**Bereavement Leave**

Regular employees shall be granted leave as follows:

- a) An employee shall be granted leave with pay, to a maximum of three (3) days, in the event of a death in the employee's family. Family shall include: wife, husband, spouse, son, daughter, father, mother, brother, sister, grandfather, grandmother, father-in-law, mother-in-law or others as approved by the District.
- b) An employee shall receive compassionate leave for reasonable and just cause to a maximum of three (3) days without pay, subject to the approval of the District
- c) Should an employee require additional time they may access their sick or overtime bank.

21.05**Pregnancy Leave**

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

21.06**Parental Leave**

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

21.07**Family Responsibility Leave**

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

21.08**Education Leave**

- a) Where an employee is required to hold and maintain any qualification tickets to comply with the standards required he/she shall be paid for lost time at his/her regular rate of pay while attending such examination.
- b) The District shall compensate employees for the fees expended in maintaining their certificates and licences where such certificates/licenses are required by the District.
- c) The District recognizes the value of the Employees and promotes training of those individuals interested in advancing their knowledge and skill levels in the related areas of work. The District will pay for courses in Operator Training, Supervisory skills, Administrative skills, and those deemed necessary by the District for professional operation of the District.
- d) The District shall sign off for hours worked as part of employee certification within five (5) days of being requested to do so.
- e) Employees may request course approval from the District in advance by providing a written rationale for such. Course approval will not be unreasonably denied.

ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES

22.01 Wages

The regular rate of wages shall be set out in Schedule "A" attached hereto and forming part of this Agreement nt.

22.02 Pay Days

The Employer shall pay salaries and wages on alternate Thursdays.

22.03 Stand-by

See Schedule "C" (Standby Duties).

22.04 Travel Expenses

Where an employee is required to use his personal vehicle for the Employer's business, the employee shall be reimbursed at the BC Government rate per kilometre of travel.

22.05 Per Diem Rates

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

22.06 BMID Expenses

Employees are not required to pay for any District purchases.

ARTICLE 23 BENEFITS AND PENSION

Health and Welfare and other benefit details are found in Schedule "B" attached to and forming part of this Collective Agreement.

MSP benefit premiums are one hundred (100%) percent District paid.

All other benefits premiums are seventy-five (75%) District paid and twenty-five (25%) employee paid.

ARTICLE 24 HEALTH AND SAFETY

The Union and the Employer shall co-operate in continuing and perfecting the safety measures in effect.

24.01 Safety Committee

A Safety Committee shall be set up as required by the provisions of WorkSafeBC. The Employer and the Union shall each appoint one (1) member to this committee. Meetings shall be held each month during working hours.

24.02 Payment Upon Injury

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his regular rate of pay, provided that a duly qualified practitioner states that the employee is unfit for further work on that shift.

24.03 WorkSafeBC Benefits

Where an employee is absent from work as a result of a compensable injury sustained in discharging duties on behalf of the District, the employee shall for the first (1st) three (3) months of compensation:

- a) turn over to the District all wage loss compensation received from WorkSafeBC;
- b) receive full pay and benefits from the District; after which the employee may elect to access days from his/her sick bank or banked time to provide top-up to wages provided by WorkSafeBC.
- c) accrue sick leave and vacation credits.

This provision shall apply for a period not exceeding two (2) years. Thereafter the employee will receive benefits direct from WorkSafeBC.

24.04 Safety Equipment

Where the following articles of equipment are required to be used by the District or by WorkSafeBC, the District shall, at no cost to the employee:

- a) Supply new employees with the articles of equipment as required;
- b) Supply employees moving to another department with the articles of equipment they require and that they do not have at the time of the move; and
- c) Replace articles of equipment when those articles are presented worn or damaged beyond repair; including:
 - i) hard hats
 - ii) eye, ear, and nose protective equipment
 - iii) gloves
 - iv) rain gear (as purchased)
 - v) high visibility coveralls
 - vi) rubber boots
 - vii) work boots (See Schedule "B")

Article 24 only applies to outside staff who require the equipment in order to perform their duties of employment. The District has the right request that the employee provide worn or damaged articles of equipment or clothing to the District, for which the employee is seeking replacement

ARTICLE 25 TECHNOLOGICAL CHANGE

25.01 Notice of Change

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

The District shall discuss proposed technological change with the Union and will give as much notice as possible to employees affected to give them an opportunity to train to operate the new machinery or to seek other employment. No regular employee shall be displaced because of technological change without having received a minimum of sixty (60) days' notice in compliance with the *Labour Relations Code*, during which time the Parties shall meet to develop an adjustment plan. Any affected employee shall be allowed reasonable time with pay for the purpose of making reasonable efforts to secure alternative employment.

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

ARTICLE 26 JOB SECURITY

26.01 Contracting Out

The Union recognizes that the District engages sufficient staff and purchases sufficient equipment to maintain year round maintenance and operations. The District does not have staffing for capital projects, system improvement and significant upgrades. Accordingly, at times the District will require the use of contractors provided it does not directly result in the layoff of an employee.

ARTICLE 27 PRESENT CONDITIONS AND BENEFITS

All health and welfare benefits which employees now enjoy, receive or possess as employees shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union. Any waiver of contract may not be construed as a continuation of waiver.


ARTICLE 28 TERM OF AGREEMENT


The term and conditions of this Agreement shall be binding and remain in full force and effect from January 1, 2016 to December 31, 2020 and shall continue from year to year hereafter until a new Agreement is reached as provided for in the Statutes of the Province of British Columbia. However, any changes deemed necessary in the Agreement may be made by mutual agreement at any time during the existence of the Agreement.

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


IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 27 day of JULY, 2016.


ON BEHALF OF:
BLACK MOUNTAIN IRRIGATION DISTRICT






ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 338







SCHEDULE "A"

Pay Grid

CLASSIFICATION	JAN 1, 2016	JAN 1, 2017 3%	JAN 1, 2018 2%	JAN 1, 2019 2%	JAN 1, 2020 2%
Foreman	\$36.96	\$38.07	\$38.83	\$39.61	\$40.40
Equipment Operator	\$27.52	\$28.35	\$28.92	\$29.50	\$30.09
Operator I	\$27.48	\$28.30	\$28.87	\$29.45	\$30.04
Operator II	\$29.31	\$30.19	\$30.79	\$31.41	\$32.04
Operator III	\$31.77	\$32.72	\$33.37	\$34.04	\$34.72
Operator IV	\$33.50	\$34.51	\$35.20	\$35.90	\$36.62
General Maintenance	\$23.21	\$23.91	\$24.39	\$24.88	\$25.38
Labourer	\$18.93	\$19.50	\$19.89	\$20.29	\$20.70
Water Quality Technician	\$28.40	\$29.25	\$29.84	\$30.44	\$31.05
Administrative Assistant	\$25.00	\$25.75	\$26.27	\$26.80	\$27.34
Office Clerk	\$24.80	\$25.54	\$26.05	\$26.57	\$27.10
Reception	\$22.47	\$23.14	\$23.60	\$24.07	\$24.55

*** Certain employees have been green circled as per the Letter of Understanding #4 and have a separate pay grid.

SCHEDULE "B"

Health and Welfare and Other Benefits (Article 23)

See Letter of Understanding #2.

SCHEDULE "C"

Standby Duties and Banked Hours

Water Distribution System and Water Treatment Plant Staff

- 1) Each regular outside employee may be required to check stations, chlorinators, intake works, etc. on weekends (both Saturday and Sunday) and on Statutory Holidays. Relief from this duty may be allowed upon signed confirmation by a Medical Doctor.
- 2) It is understood that employees on standby duty are not required to have District authorization to work overtime (Article 17.08) in the event of a call out.
- 3) The employee who has been assigned weekend duties will also be required to be on standby for emergency calls during the preceding week.
- 4) Remuneration for distribution system and water treatment plant standby duties will be as follows:
 - a) Standby for the water treatment plant shall only apply when the plant is operating.
 - b) Two (2) hours regular wages each day for seven (7) days at regular time (100%) Monday to Sunday;
 - c) Regular call-outs for standby employee to be paid at double (200%) time over and above the two (2) hour minimum (section a);
 - d) Five (5) hours wages for each day at one and one half (150%) time for weekend days; Should an employees be called out while on standby and work more than three and one half (3.5) hours on a weekend day they are entitled to the hours worked beyond three and one half (3.5) paid at double (200%) time.
 - e) Five (5) hours wages for each day at double (200%) time for statutory holidays;
 - f) Weekend rates and level of effort will be adjusted accordingly as more PRV, Booster, and Chlorination Stations come on-line or as SCADA is added or upgraded throughout the system.
 - i) No adjustment shall be made as a result of SCADA for twenty-four (24) months from the date of ratification of the Collective Agreement.
 - ii) Any consideration of reducing weekend standby rates due to SCADA will be brought to the Unions attention by the District through a consultative process of no less than sixty (60) days.
 - iii) If, after consulting with the Union the District implements a reduction of weekend standby rates due to SCADA any such reduction will be limited to fifty (50%) of current levels herein for the term of the collective agreement.
- 5) Safety Check-in (applies to both WTP and Distribution system staff)

For after hour emergency site visits to the WTP or the main chlorinator, a check-in procedure must be followed. A check-in person must be available for the on-call person to contact prior to and after leaving the area. Contact is to be to Operations Superintendent and, if not available, to the Administrator.

LETTER OF UNDERSTANDING #1

BETWEEN

THE BLACK MOUNTAIN IRRIGATION DISTRICT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 338

RE: Assistant Foreman Position

During 2016 collective bargaining the Parties agreed to the creation a position of an Assistant Foreman to be filled by Mr. Jeff Clark. In the event that Mr. Clark were to no longer work for the District or choose to no longer hold this position, this position would no longer exist within the District.

The District's creation of this position does not establish a precedent or past practice in regards to this position. The continuation of this position is subject to negotiations of a revised collective agreement.

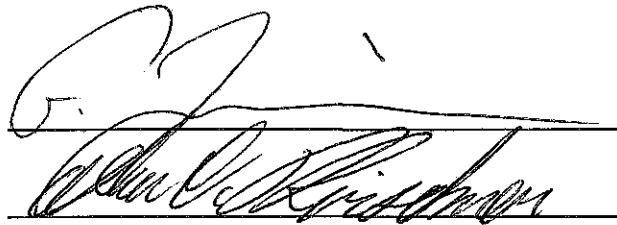
This position has a rate of pay of thirty-one (\$31.00) dollars per hour effective January 1, 2016.

The position will receive all pay increases during the term of the Collective Agreement.

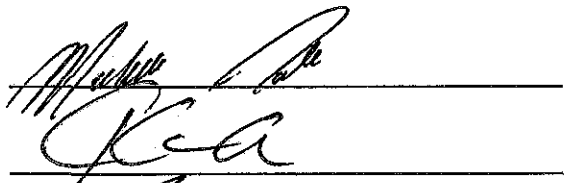
All provisions of the Collective Agreement shall apply to this position.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 27 day of JULY, 2016.

ON BEHALF OF:
BLACK MOUNTAIN IRRIGATION DISTRICT



ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 338



LETTER OF UNDERSTANDING #2

BETWEEN

THE BLACK MOUNTAIN IRRIGATION DISTRICT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 338

RE: Health and Welfare and Other Benefits (Article 23)


During bargaining the Parties discussed various Health and Welfare benefit changes.

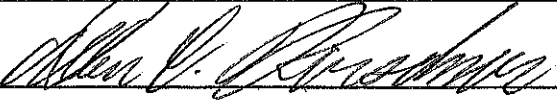
It is agreed that within six (6) months of ratification of the Collective Agreement a joint meeting shall be held with representatives of Great West Life Assurance to:

- a) develop an accurate Schedule "B" outlining specific benefit details. The schedule will include details of health and welfare benefits and other benefits included in the Agreement.
 - i) An acceptable Schedule "B" will be developed within nine (9) months of ratification of the Collective Agreement.
- b) review current benefits and potential savings or improvements to the plan.
 - i) Any changes will be brought to the next round of collective bargaining for further discussion unless otherwise agreed between the Parties.

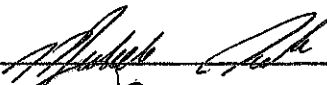
IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 27 day of JULY, 2016.


ON BEHALF OF:
BLACK MOUNTAIN IRRIGATION DISTRICT

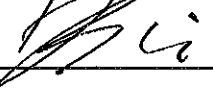




ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 338







LETTER OF UNDERSTANDING #3

BETWEEN

THE BLACK MOUNTAIN IRRIGATION DISTRICT

AND

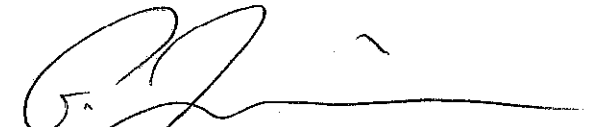
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 338


RE: Job Descriptions

The District agrees to develop job descriptions and provide them to the Union within six (6) months of ratification. The District will consult with the Union throughout the process regarding the duties within the job descriptions.

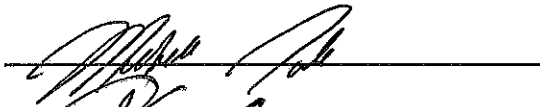
IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this *27* day of *July*, 2016.

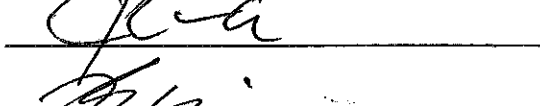
ON BEHALF OF:
BLACK MOUNTAIN IRRIGATION DISTRICT

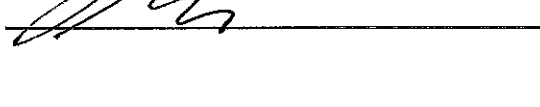




ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 338







LETTER OF UNDERSTANDING #4

BETWEEN

THE BLACK MOUNTAIN IRRIGATION DISTRICT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 338

RE: Green Circled Rates of Pay


The Parties agreed to green circle a number of employees. Green circling for the purposes of this agreement is defined as the employee receiving all wage increases throughout the term of the Collective Agreement.


The following employees are green circled as follows effective January 1, 2016:

EMPLOYEE	JAN 1, 2016	JAN 1, 2017 3%	JAN 1, 2018 2%	JAN 1, 2019 2%	JAN 1, 2020 2%
Don Miller (General Maintenance)	\$26.70	\$27.50	\$28.05	\$28.61	\$29.18
Tim Bauer (Equipment Operator)	\$30.25	\$31.16	\$31.78	\$32.42	\$33.07
Keith Jansons (Equipment Operator)	\$30.25	\$31.16	\$31.78	\$32.42	\$33.07
Darlene Stotz (Office Clerk)	\$26.47	\$27.26	\$27.81	\$28.37	\$28.94
Chase Elliott (Water Quality Technician)	\$31.64	\$32.59	\$33.24	\$33.90	\$34.58
Dan Faulkner (Operator I)	\$28.38	\$29.23	\$29.81	\$30.41	\$31.02
Brian Krause (Operator II)	\$33.00	\$33.99	\$34.67	\$35.36	\$36.07

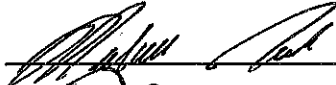
IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 27 day of JULY, 2016.


ON BEHALF OF:
BLACK MOUNTAIN IRRIGATION DISTRICT






ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 338







LETTER OF UNDERSTANDING #5

BETWEEN

THE BLACK MOUNTAIN IRRIGATION DISTRICT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 338


RE: Article 19.02

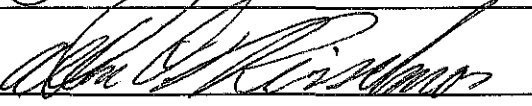
To clarify the application of Article 19 the Parties agree that employees earn vacation as they work through the year. Employees may schedule vacation prior to earning it however in that event their banked time will be allocated as time off prior to the employee going into a negative position with their vacation entitlement. Should an employee have no banked time or use all their banked time they shall be allowed to go into a negative position in their vacation accrual.

In the event an employee terminates or is terminated and owes any vacation accrual the amount will be deducted from any monies owed in their final pay cheque. Should the employee not have enough owing on their final paycheque to cover the vacation they have used, it is agreed the employee is obligated to repay the District that amount.

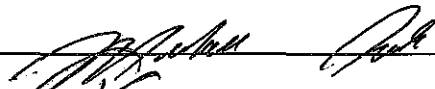
IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 27 day of July, 2016.


ON BEHALF OF:
BLACK MOUNTAIN IRRIGATION DISTRICT






ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 338







LETTER OF UNDERSTANDING #6

BETWEEN

THE BLACK MOUNTAIN IRRIGATION DISTRICT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 338

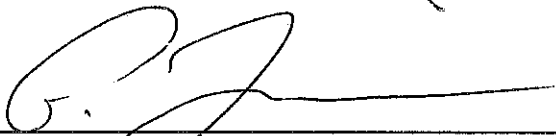
RE: GPS

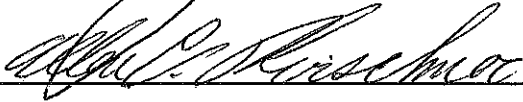
The District agrees it must meet the Provincial Privacy Commissioners standards for all matters related to the collection, use, distribution and protection of personal information. It is recognised this includes the use of GPS on District vehicles.

To that end the District will provide the Union with a written policy related to the use of GPS within six (6) months of ratification of the Collective Agreement.

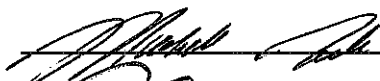
IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this *27* day of *July*, 2016.


ON BEHALF OF:
BLACK MOUNTAIN IRRIGATION DISTRICT






ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 338







LETTER OF UNDERSTANDING #7

BETWEEN

THE BLACK MOUNTAIN IRRIGATION DISTRICT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 338

RE: Bargaining Unit Inclusions/Exclusions

Whereas CUPE Local 338 has been certified as the recognised bargaining agent for the employees at and from Black Mountain Irrigation District (BMID) and;

Whereas the certification process resulted in two positions being in dispute to their status and;

Whereas both Parties wish to commence collective bargaining and reach a collective agreement and;

Whereas both Parties wish to continue to foster a positive labour relationship and move forward in good faith; It is agreed that:

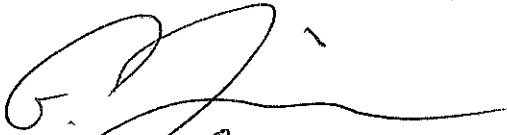
- 1) The position of Administrator (currently held by Ms. Dawn Williams) shall be excluded from the bargaining unit and the Union shall not seek to include the position in the bargaining unit in the future.
- 2) The position of Administrative Treasurer (currently held by Ms. Linda Howika) shall remain excluded from the bargaining unit and the Union shall not seek to include the position in the bargaining unit through a Section 139 application or by any other means in the future,
- 3) The position of Foreman (currently held by Mr. Bryan Vig) shall be included in the bargaining unit and the Employer shall not seek to exclude the position in the future.

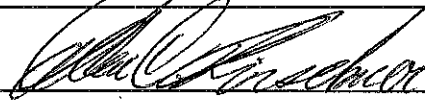
It is further agreed that:

- 4) Due to the medical absence of Ms. Howika the Employer may require an interim replacement or a temporary assistant, until such time that she is able to resume her regular duties. Accordingly, the Parties agree that the interim replacement or the temporary assistant will be providing duties and scope of work currently performed by the Administrative Treasurer.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives, have affixed their signatures hereto on this 27 day of July, 2016.

ON BEHALF OF:
BLACK MOUNTAIN IRRIGATION DISTRICT





ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 338

