

COLLECTIVE AGREEMENT

BETWEEN

THE TOWN OF CRESTON

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2092**

March 1, 2021 to February 28, 2026

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DEFINITION

Definition of Employees

a) Regular Full Time Employee

A regular full-time employee is an employee hired to work full time hours, in accordance with Article 10.01, on a regular and ongoing basis and who has successfully completed their probationary period.

b) Regular Part-Time Employee

Regular part-time employees are hired to work regularly scheduled shifts but work less hours than those full-time hours contained in Article 10.01 on a regular and ongoing basis and who have successfully completed their probationary period.

Regular part-time employees shall be eligible for full benefits if regularly scheduled for twenty-eight (28) hours or more per week.

c) Casual Employee

Casual employees are employed on an "on call" basis to cover intermittent work. It is agreed that the use of casuals shall not result in a lay-off, nor in the reduction of a regular employee's hours.

Pursuant to Article 7.11 — Casual Seniority, where a casual employee successfully posts to a regular position with the Town, he/she shall serve an initial probationary period as per Article 7.02 of the Collective Agreement and upon successful completion shall be credited for purposes of seniority for the number of actual days he/she worked.

d) Temporary Employees

Temporary employees are those employees hired on a continuous basis for a specific period or assignment. Temporary employees accumulate seniority, however, are not entitled to benefits and shall be paid ten (10%) percent of gross pay in lieu of benefits and vacation. Temporary employees shall be entitled to five (5) paid sick days per calendar year, provided they have been employed by the town for ninety (90) calendar days as per the Employment Standards Act.

e) Student Employee

Students hired as seasonal employees during the regular holiday period of the educational institution to which they have been admitted or are attending shall be paid a base rate of sixty (60%) percent of the classification that they are performing. The duration of this temporary employment shall not exceed one hundred and thirty-two (132) working days and during this period, students may be assigned, transferred, demoted or laid off as the Town requirements dictate, and in the case of a general reduction in the work force at the Town, students shall be laid off before regular employees.

No regular employee will suffer a reduction of their hours or lay-off as a result of work performed by students.

Students returning for a second year shall be entitled to 50% of the cost of one (1) pair of safety boots, in the second year.

f) Co-op Student

Employed on a short-term basis as part of an ongoing educational training program. The duration of the employment shall not exceed four (4) months, subject to a renewal which is mutual agreed upon. Such agreement shall not be unreasonably denied. No regular employee will suffer a reduction of their hours or layoff as a result of work performed by co-op students. Co-op students shall be exempt from Section 7.10 and not accumulate seniority or be paid money in lieu of benefits. Co-op Student employees shall be entitled to five (5) paid sick days per calendar year, provided they have been employed by the town for 90 calendar days as per the Employment Standards Act.

ARTICLE 1 — RECOGNITION OF THE UNION

1.01 Exclusive Bargaining Agency

The Town recognizes the Union as the sole bargaining agency on behalf of the employees for whom the Union has been certified as bargaining agent with respect to wages, hours of work, terms and conditions of employment during the life of this Agreement.

1.02 Discrimination and Harassment

a) Discrimination

The Town agrees that there shall be no intimidation or discrimination against any employee by reason of his/her activities as a member of the Union and the Union agrees that there shall be no intimidation on its part against any employee of the Town.

b) Sexual/Personal Harassment

The Employer and the Union recognize the right of all employees to work in an environment free from sexual and personal harassment. Sexual and personal harassment shall be defined and dealt with under the Town's harassment policy.

1.03 No Strikes or Lockouts

The Union agrees that neither the Union nor any representative of the Union, nor any employee, shall in any way authorize, encourage, or participate in any strike, walkout, suspension of work, or slowdown, on the part of any employee or group of employees, during the life of this Agreement, and the Town agrees that it shall not cause or direct any lockout of its employees.

1.04 Managerial Exclusions

Without restricting the generality of the foregoing Sections, it is agreed that the following positions shall be excluded from the terms of this Agreement:

Town Manager
Director of Development Services
Director of Finance and Corporate Services
Director of Engineering and Public Works
Works Superintendent

Fire Chief
Executive Assistant
Municipal Services Coordinator / Chief Building Official
"Deputy" Positions as appointed by Council

1.05 Union Check-Off and Induction

The Town agrees that any present employee who, at the date of this Agreement is a member of this Union, or any employee who hereafter during the life of this Agreement, becomes a member or who is re-instated as a member, shall as a condition of continued employment, maintain membership in good standing.

1.06 Union Activity Restrictions

No person shall solicit membership in the Union or collect dues for the Union or engage in any Union activity on Town time, except to the extent expressly provided for in this Agreement.

1.07 Check-Off

The Town agrees to the monthly check-off of all Union Dues, Assessments, Initiation Fees and written assignments of amounts equal to Union Dues, in accordance with the Labour Code of British Columbia.

1.08 Dues Deductions

The Town shall, during the life of this Agreement, deduct as a condition of employment a sum equivalent to dues as set by the Union from the pay due to each employee for each calendar month and remit the same to the Financial secretary of the Union in the month following in which such deductions are made.

1.09 Monthly Remittances

The Town will, at the time of making such remittances, enclose a list of such employees from whose pay cheque such deductions are made.

1.10 Rand Formula

All employees from whom the equivalent of dues set by the Union is deducted shall be entitled to vote on all questions related to the ratification of collective agreements and/or job action.

1.11 Record of Union Dues on T4 Slips

The Employer will, at the time of preparation and issuance of T4 slips, include the Union dues deducted from each employee and record same on the T4 slip.

1.12 Union Steward(s)

The Town agrees that the Union shall have the right to appoint or elect a Union Steward(s) and the Union agrees to advise the Town in writing of these appointments.

1.13 Bulletin Boards

The Town agrees that the Union shall have the right to maintain a bulletin board in a conspicuous and convenient place, provided that the use of such shall be restricted to the posting of notices regarding the business affairs, meetings, social events, and report of the Union.

ARTICLE 2 — MANAGEMENT RIGHTS

2.01 Management and Direction of the Working Forces

The management of the Town's business and the direction of the working forces including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Town, except as may be otherwise specifically provided in this Agreement.

2.02 Rules and Regulations

The Union agrees that the Town has the right to make and alter from time to time, as the necessity arises, rules and regulations to be observed by all employees, which rules, regulations and/or amendments shall not be inconsistent with the provisions of this Agreement.

2.03 Emergency Assignments

The Union agrees that the Town has the right to take instant steps to combat any declared emergency that may arise and use extra labour as deemed by the Council, EOC Coordinator, Director or his/her Designate.

2.04 Contact With Employees in an Emergency

The Town agrees that it will immediately call the regular employees by telephone and the Union agrees that the Town is not required to do any more than leave a message if the employee is not at the number.

2.05 Continuance of Emergency Assignments

The Union agrees that the Town has the right to retain or dispense with the services of any or all of the emergency labour during the period of the emergency as the circumstances may warrant.

ARTICLE 3 — JOINT CONSULTATION AND ADJUSTMENT PLANS

3.01 Joint Consultation

A Joint Labour-Management Consultation Committee shall be established. It shall be composed of three (3) representatives named by the Union and three (3) representatives named by the Chief Administrative Officer. The Committee shall meet a minimum of four (4) times a year.

The Committee is established for the purpose of enabling the Parties, during the term of this Agreement, to discuss issues relating to the workplace that affect the Parties or any employee bound by this Agreement.

3.02 Adjustment Plan

If the employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment affecting two or more employees to whom this Collective Agreement applies,

- a) The employer shall give notice to the Trade union that is party to the Collective Agreement at least sixty (60) days before the date on which the measure, policy, practice or change is to be effected, and
- b) After notice has been given, the employer and trade union shall meet, in good faith, and endeavor to develop an Adjustment Plan, which may include provisions respecting any of the following:
 - i. Consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the Collective Agreement;
 - ii. Human resource planning and employee counseling and retraining;
 - iii. Entitlement to pension and other benefits including early retirement benefits; or
 - iv. A bipartite process for overseeing the implementation of the Adjustment Plan.

3.03 Layoff Notice Or Pay in Lieu

Notwithstanding the provisions of Article 7.10, employees being permanently laid off as a result of such "change" shall receive the following notice or pay in lieu of notice:

- a) An employee who has completed one or more years of continuous service with the Town shall receive two (2) weeks notice or pay in lieu of notice;

- b) Employees with three (3) or more years of continuous service with the Town shall receive one (1) additional week of notice or pay in lieu thereof for each year of continuous service thereafter, to a maximum of eight (8) weeks.

3.04 Severance Pay

Not less than two (2) days prior to the expiration of the aforesaid period of notice the employee shall inform the Town if he/she elects to receive severance pay as herein provided or whether he/she wishes to exercise bumping rights or retain recall rights in accordance with Article 7.08 of this Agreement.

- a) The severance pay payable to an employee pursuant to this section shall be one (1) week's pay at regular rates for each complete year of continuous service with the Town. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) weeks pay.
- b) If the employee elects to receive severance pay as described in a) above, he/she shall forfeit all seniority and employment rights as contained in this Agreement and even if re-hired by the Town at a later date shall not again be entitled to severance pay as provided in this Article.

It is agreed that the above provisions satisfy the requirements under the Labour Relations Code respecting Adjustment Plans.

ARTICLE 4 – DISCUSSION OF DIFFERENCES

4.01 Grievance Investigations

The Town agrees that time spent in investigating and settling disputes by the Union during working hours involving its employees shall be considered as time worked. The Union agrees to forward to the Town a written list of the names of such representatives. Such time shall not exceed a total of twelve (12) working days in any one year, which may be extended by mutual agreement.

4.02 Union Leave

Leave of absence without pay and without loss of seniority or benefits shall be granted upon written request to the Town, providing the employee gives a minimum of fifteen (15) days notice, to regular or temporary employees elected or appointed to represent the Union at conventions/conferences, training and education workshops and meetings with Labour Councils. Where the Town grants an approved leave of absence the Town continues to pay the regular rate of pay to the employee during the leave of absence provided the Town is reimbursed the regular rate of pay and the cost of benefits.

The Town agrees that where permission has been granted to regular or temporary employees, who are members of a Union Committee, to leave their employment temporarily to meet with the Employer to carry out negotiations, or with respect to a grievance, or for a joint committee meeting, they shall suffer no loss of pay or benefits for the time so spent.

ARTICLE 5 — GRIEVANCE PROCEDURE

Any differences arising between the Parties relating to the dismissal, discipline, or • suspension of an employee, or the interpretation, application, operation, or alleged violation of the Agreement, including any questions as to whether a matter is arbitral, during the term of the Collective Agreement shall be handled under the following procedures:

5.01 Step 1

The individual employee or employees concerned, with his/her Union Steward shall first discuss and endeavour to settle the dispute with his/her Supervisor within fifteen (15) working days of the occurrence or decision giving rise to the dispute.

5.02 Step 2

If a satisfactory settlement has not been reached on or before the expiration of seven (7) days, the grievance shall be reduced to writing, signed by the employee and/or the Union Steward, and presented to the Chief Administrative Officer. Within two (2) days of the presentation of the grievance to the Chief Administrative Officer, a meeting shall be held between the employee(s), the Union Steward and the Chief Administrative Officer and/or his/her representative.

5.03 Step 3

If a satisfactory settlement has not been reached on or before the expiration of seven (7) days, a written request shall be made forthwith, for a meeting of a committee of the Union and a committee of the Town, which meeting shall be held within five (5) days of receiving the request.

5.04 Step 4

If a satisfactory settlement has not been reached within five (5) days after such meeting, the dispute shall be referred to arbitration.

5.05 Submission of Disputes to Committee of the Union

The Town shall have the right to submit any dispute regarding the interpretation of or violation of this Agreement to a Committee of the Union. Should a satisfactory settlement not be reached within five (5) days of such submission, the Town may, upon giving five (5) days notice in writing to the Union, refer the dispute to arbitration.

5.06 Time Limits of a Dispute

If a dispute is not advanced through the steps within the time limits specified, the dispute shall be deemed to be abandoned and all rights of recourse to the dispute procedure shall be at an end. However, such time limits may be varied and/or extended by mutual agreement between the Parties.

5.07 Definition of "Day(s)"

For the purposes of this Article, "day(s)" shall mean working days and shall exclude Saturdays, Sundays and Statutory Holidays.

5.08 General Application, Dismissal or Suspension Disputes

Where the dispute involves a question of general application, dismissal or suspension, such dispute may be submitted at Step 3 of the grievance procedure.

ARTICLE 6 — BOARD OF ARBITRATION

6.01 Composition of Board

The Board of Arbitration shall consist of three (3) members: one (1) to be selected by the Town; one (1) to be selected by the Union; and a third mutually acceptable person who shall act as Chairman, to be chosen having regard to his/her impartiality and his/her qualifications in the interpretation of agreements. In the event that the town and the Union are unable to agree upon selection of the Chairman within two (2) weeks, the Director of the Collective Agreement Arbitration Bureau shall be requested to appoint such member.

6.02 Board Decisions

The decision of the Board of Arbitration or of a majority thereof, with respect to an interpretation or alleged violation of this Agreement, shall be final and binding upon the Parties but in no event shall the Board have the power to alter, modify or amend this Agreement in any respect.

6.03 Expenses of Arbitration Board

Each Party shall bear the expenses of the arbitrator appointed by such party, and shall pay one-half of the expenses of the Chairman.

6.04 Expedited Arbitration

In the event that one party chooses to exercise its rights under Section 104 of the Labour Relations Code, it will endeavour to provide the Party seventy-two (72) hours notice.

ARTICLE 7 – SENIORITY

7.01 Seniority Defined

Seniority shall be defined as the length of continuous service with the Employer and shall operate on a bargaining unit wide basis. Upon completion of the probationary period, seniority shall be effective from the original day of employment.

7.02 Probationary Period

All employees hired to regular positions shall be considered on probation for a period of one hundred thirty-two (132) working days. During his/her probationary period this employee shall be evaluated for acceptability for continuing employment. The Town may terminate the employment of such employees during the probationary period.

7.03 Promotions and Transfers

In the event an employee is promoted or transferred to a higher rated position, he/she shall be considered to be on trial for a period of not more than thirty (30) working days. If, at the end of the trial period such employee is found, in the opinion of the Town or in the opinion of the employee, to be unsuitable for regular employment in the higher rated position, he/she shall be returned to his/her previous position without loss of seniority. It is agreed that the time mentioned herein may be extended by mutual agreement.

7.04 Seniority Rights

In the event of any vacancy occurring in any position covered by this Agreement, or in the event of a new position being created, present employees in order of their seniority, ability and efficiency as determined in Section 7.05, shall have the right of applying for and being given a reasonable opportunity to prove their ability in such vacated or created position. The Union shall be notified of such vacancies.

7.05 Layoff and Recall

All employees shall be laid off, or re-hired if available, promoted or transferred on the basis of seniority, provided that the individuals possess merit, fitness and ability to do the work required. For the purpose of this Section, labour and semi-skilled labour shall be deemed to be one classification. The Town agrees that the decision of the department heads in regard to such matters shall be done in a fair and reasonable manner and be subject to the grievance procedure. A lay-off shall be defined as a cessation or interruption of an employee's employment for a period of up to twelve

(12) months in accordance with Article 7.08; or where an employee's regular full time hours are temporarily reduced.

Regular employees who are about to be laid off shall have the right to bump into positions held by less senior employees providing he holds the qualifications and ability necessary to satisfactorily perform the job to which he wishes to bump. This right shall include the right to bump to equal or lower rated classifications. The trial provisions of Article 7.03 shall apply in all cases of bumping except that where the employee is found unsuitable in the new position, he shall then accept layoff.

Any employee displaced by this procedure shall be entitled to the same bumping rights.

7.06 Advance Notice of Layoff

Unless legislation is more favorable to the employees, the Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of layoff, or award pay in lieu thereof.

It is further agreed that available additional work extending beyond the projected date of layoff may be assigned to those employees who have received layoff notice. Such work will be assigned by seniority, job classification and/or ability to do the job.

Provided this available additional work does not exceed ten (10) working days, the Town will not be required to give any further layoff notice with respect to that particular intended layoff. Refusal to accept such work does not mean loss of seniority or loss of recall rights to regular employment.

7.07 No New Employees

No new employees shall be hired into Departments (Inside and Outside Employees) from which employees are currently laid off until those employees on layoff have been given consideration for recall in accordance with Article 7.05 above.

7.08 Loss of Seniority

a) An employee shall not lose accrued seniority rights and employment because of his/her absence from work due to:

1. Sickness
2. Accident
3. Lay-off [up to twelve months (1 year)]
4. Approved Leave of Absence

b) Employees shall lose seniority and be deemed to no longer be employed by the Town in the event that:

1. He/she is dismissed for just cause and is not reinstated;
2. He/she resigns in writing and does not withdraw the resignation within two (2) days;
3. He/she is absent from work without leave and without sufficient cause for three (3) or more working days;
4. He/she receives severance pay under any article of this Agreement; or
5. He/she retires under the provisions of the Pension Municipal Act.

7.09 Seniority List

The Employer undertakes to supply to the Union an updated seniority list on or before January 15th of each year.

7.10 Casual Seniority

The Employer shall maintain a seniority list, separate from the Regular Employees seniority list, of casual employees, which shall be supplied to the Union upon request. Such employees shall be paid ten (10%) percent in lieu of benefits and vacation.

ARTICLE 8 — JOB DESCRIPTIONS, POSTING VACANCIES

8.01 Job Classification Committee

The Town and the Union agree, in the case of the creation of any job, or in the case of any job which may hereafter change sufficiently to warrant reclassification, to apply the relevant base rate to such job, which shall be determined by a Job Classification Committee that shall be composed of equal representation from both the Town and the Union.

The Job Classification Committee will meet within sixty (60) days from the date either party requests to review a job.

Should the Job Classification Committee be unable to arrive at a mutually satisfactory classification or reclassification, the dispute shall be referred to Arbitration in accordance with Article 6 of this Agreement.

8.02 Job Postings

When a vacancy has occurred or is created inside of the bargaining unit, or an employee is on holidays prior to retirement, the Town shall post notice of the position on all Union bulletin boards and the Town's place of business for a minimum of five (5) working days, so that all members will be aware of the vacancy.

8.03 Information in Postings

Such notice shall contain the following information:

Nature of position; qualifications; Skills; knowledge and education required; wage or salary; hours of work per week; and the closing date for applications to the position.

ARTICLE 9 — LEAVE OF ABSENCE

9.01 Compassionate Leave

Employees shall be granted a maximum of three (3) days leave with pay and an additional two (2) days without pay, in the case of the death of a spouse, parent, sibling, child, aunt, uncle, cousin, grandchild or grandparent. (Common law, Step, in-law, and foster shall apply to all the above as appropriate, excluding aunt, uncle and cousin.)

Where the employee travels to and from a funeral located more than 500 km from Creston, the additional two (2) days noted above shall be with pay.

9.02 Pallbearer Leave

Employees may be granted one (1) day leave with pay to attend a funeral in the capacity of pallbearer, however, such leave shall not be granted in addition to leave contained in Article 9.01 above.

Compassionate leave of absence with pay shall not apply when an employee is on unpaid leave of absence.

9.03 Jury/Court Duty Leave

In the event an employee is required to perform Jury Duty on a day on which he/she would normally have worked, the employee will receive pay for such duty at his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work. It is understood that such payment shall not be for hours in excess of eight (8) hours per day or forty (40) hours per week. The employee shall remit payment received from the Court for such Jury Duty to the Town. The employee shall return to work if dismissed by the Court before 12:00 noon.

9.04 Leave of Absence for Union and Public Duties

- a) The Employer recognizes the right of long service employees to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence, without pay and without benefits so that an employee may be a candidate in federal, provincial or municipal elections.
- b) An employee who is elected to public office shall be allowed leave of absence without loss of previously accumulated seniority during his/her term(s) of office.

- c) An employee who is elected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during his/her term of office.
- d) An employee returning to the work-force after an absence of more than two (2) years shall do so by means of vacancy posting, or, if none is available, by means of bumping the most junior regular employee in the position held by the returning employee at the start of his/her leave,
- e) An employee who qualifies for a leave under a) or b) above shall not accumulate seniority during such leave.
- f) Upon request, an employee who qualifies under a) above shall have the option to continue benefit coverage at the employee's expense.
- g) The Town agrees to grant leave of absence to Union Officers without pay for the business purposes of the Union, up to a maximum combined total of twenty (20) working days per calendar year unless mutually agreed otherwise from time to time, provided that at least two (2) weeks or other reasonable notice in writing is given to the Chief Administrative Officer, and provided that a suitable substitute can be secured by the Town. Additional leave of absence may be granted upon written request.

The Employer will continue to pay the employee all wages and benefits and shall invoice the Union for that amount.

9.05 Bargaining Leave

Bargaining representatives in the employ of the Town shall have the right of attending collective bargaining meetings between the Union and the Town, if held during their regular working hours, without loss of basic remuneration. For the purpose of this agreement, it is agreed that the numbers of employees covered under this Section shall not exceed a total of three (3) employees and one (1) alternate at any one time.

9.06 General Leave

The Employer may grant leave of absence without pay to an employee requesting such in writing, with appropriate notice, providing the reasons for such request are deemed by the Town to be good and sufficient.

9.07 Special Leave

Time off for employees who are unable to make necessary arrangements for personal preventative health care outside of scheduled hours shall be confined to and deducted from each employee's banked overtime. Such time off shall also include time off for the purpose of attending to specialist referrals for the employee's immediate family, defined as spouse, parent and children.

Employees who have insufficient banked overtime may use sick time for this purpose.

9.08 Pregnancy Leave and Parental Leave

- a) Pregnancy and Parental Leave shall be granted in accordance with the provisions of the Employment Standards Act, Part 6 — Leaves and Jury Duty, Sections 50, 51 and 54 as per Employment Standards Act [RSBC 1996] Chapter 113.
- b) On completion of the probationary period an employee shall qualify for maternity leave and the Town shall not deny the pregnant employee the right to continue employment during the period of pregnancy. If an employee takes Pregnancy leave and/or Parental Leave during the employee's probationary period, the probationary period shall continue after the employee returns from leave.
- c) Employees shall retain full employment status and accumulate all benefits of this Agreement while on Pregnancy or Parental Leave.
- d) An employee shall give the Town at least two (2) weeks notice/advice of intention to return to work after Pregnancy or Parental Leave of absence and the employee shall be returned to the former position. However, if the former position no longer exists, then such employee shall be placed in an equivalent position in the Department
- e) Wherever the BC Labour Codes, Employment Standard Act or Federal Labour Legislation provides superior provisions for Pregnancy or Parental Leave, such legislation shall prevail.

9.09 An employee may take up to five (5) days unpaid leave during each employment year to meet responsibilities related to:

- a) The care, health or education of a child in the employee's care, or
- b) The care or health of any other member of the employee's immediate family.

ARTICLE 10 — HOURS OF WORK, OVERTIME AND WAGES

10.01 Hours of Work

The regular working week shall be forty (40) hours for all manual employees and thirty-five (35) hours for all office employees as follows:

a) **Manual Employees:**

Monday to Friday — eight (8) hours per day from 7:00 A.M. to 3:30 P.M. with one-half (1/2) hour off for lunch. (Applicable to those classifications listed in Schedules "A" and "C".)

b) **Office Employees:**

Monday to Friday — seven (7) hours per day from 8:30 A.M. to 4:30 P.M. with one (1) hour off for lunch. (Applicable to those classifications listed in Schedule "B").

c) Should the necessity arise in the case of an emergency, an employee who works through his/her lunch break shall be paid as per Article 10.04.

10.02 Changes in Work Week

The regular working week, together with the hours of work, may be varied by mutual agreement between the Town and the Union as the necessity arises.

10.03 Rest Periods

It is agreed and understood that all employees shall be permitted to a fifteen (15) minute rest period both in the first half and the second half of any shift seven (7) hours or more. It is further understood and agreed that such periods shall be taken at times that will cause the least possible interference with the work in which the employees are engaged. Employees must remain on the job or at the area designated by management during the rest period, at the discretion of the Supervisor.

10.04 Shift Work

- a) Manual employees working shifts other than their regular shifts shall work seven (7) hours, but shall receive eight (8) hours pay at the regular wage scale.
- b) Office employees working other than their regular shifts shall work six (6) hours, but shall receive seven (7) hours pay at the regular wage scale.

10.05 Overtime

All time worked immediately after the employee's regular shift shall be paid as per Article 10.06 to employees on shift who normally perform the work.

All overtime scheduled in advance on a scheduled day off or statutory holiday shall be paid at double (2x) time. Such overtime shall be offered to regular full-time employees before temporary employees, who are qualified and able to perform the work. Such overtime shall be offered fairly and equitably to regular full-time employees who are qualified and able to perform the work.

All overtime not scheduled in advance on a scheduled day off or statutory holiday shall be paid double (2x) time. Such overtime shall be offered to regular full-time employees before temporary employees, who are qualified and able to perform the work. Such overtime shall be offered fairly and equitably to regular full-time employees who are qualified and able to perform the work.

10.06 Overtime Pay

Overtime shall be paid for at the rate of one and one-half (1-1/2x) times the employee's regular rate for the first three (3) hours following his/her regular shift, and the remaining hours shall be paid at the rate of double (2x) time.

10.07 Banked Overtime

Time off work with pay in lieu of equivalent overtime pay will be taken at a time agreed to between the employee and the Supervisor, based on operational requirements. However, in no event shall an employee accumulate more than ten (10) days off in lieu at any one time during the calendar year. Every employee's overtime bank must be cleared by the end of March of the following year; time remaining will be automatically cleared by payment in cash unless otherwise mutually agreed to.

10.08 Meal Allowance

It is agreed that where an employee is required to perform overtime work immediately following the completion of their regular shift, and where such overtime exceeds two and one-half (2 ½) hours, such employee shall be granted a fifteen (\$15.00) dollar meal purchase allowance, and where required, reasonable time shall be allowed for traveling in order that such employee may obtain a meal.

10.09 Same Day Call-Back

The Town agrees to pay employees who are called back to work on the same day, not immediately after their regular working hours, a minimum of two (2) hours pay if work is commenced prior to 9:00 p.m. or a minimum of three (3) hours pay if work is commenced following 9:00 p.m. All time worked on call-back shall be double (2x) time.

10.10 Call-Back Meal Allowance

Where an employee is called back to work after regular working hours, such employee shall be entitled to and paid fifteen (\$15.00) dollars for a meal allowance providing he/she completes four (4) or more hours of work.

10.11 Reporting Pay

An employee reporting to the Supervisor ready for work at the start of his/her shift shall be paid three (3) hours at his/her regular rate of pay if sent home by the Supervisor because there is no work available.

10.12 Stand-By

Employees required to stand-by shall be entitled to stand-by pay at their regular rate of pay based on the following formula:

Monday to Friday inclusive	two(2) hours/day
Saturday, Sunday & Holidays	four (4) hours/day

All and any hours actually worked by a stand-by employee will be paid at double (2x) time with a minimum of two (2) hours.

10.13 Wages

The Town shall pay wages to its employees in accordance with Schedules "A", "B", and "C" attached hereto and forming part of this Agreement.

10.14 Pay for Work in Each Classification

Employees shall be paid the appropriate rate for the classification in accordance with Schedules "A", "B", and "C" for the time actually worked in each classification.

Temporary Appointments

If an Employee is temporarily required and agrees to perform the principal duties of a position covered by this Agreement that has a higher wage rate than the Employee's regular position, the Employee shall be paid at:

1. The current rate in the scale for the position with the higher wage rate if the Employee meets all of the requirements of the job description of such position.
2. At a rate midway between the Employee's current rate and the current rate of the position with the higher wage rate if the Employee does not fully meet the requirements of the job description of such position.

Temporary appointments of Employees to positions with a higher wage rate must be for a specified period and authorized in writing by the Head of the Department or designate.

10.15 Wage Differentials

Schedule "A" – Outside crew hourly wages unequivocally compensate employees for being assigned to work with or work on equipment that has live sewer, liquid or hot asphalt, road oil, oiled construction forms, or on water leaks from November 1st to March 31st and unequivocally compensates the employees for being assigned to clean washrooms, maintain dog parks and storm water systems, or dead animal removal.

- a) The hourly wage for Schedule "A" – Outside Crew – Classifications 2, 3, 4, 5, 6, and 10 shall increase by \$0.10 per hour.
- b) The hourly wage for Schedule "A"- Outside Crew- Classifications 1, 7, 8, 9, 11, and 12 shall increase by \$0.08 per hour.

10.16 Weekend Premiums

All employees who work on a regular scheduled day off shall be paid sixty (\$.60) cents per hour in addition to his/her regular rate of pay for every hour worked on that day.

10.17 Tool Premium

The Town will pay a tool premium of one (\$1.00) dollar per hour to Mechanics for hours worked.

The Town agrees to pay mechanics five hundred (\$500.00) dollars per year for the use of personal tools used for work in the mechanical shop.

ARTICLE 11 — STATUTORY HOLIDAYS, ANNUAL VACATIONS

11.01 Statutory Holidays

a) A regular employee shall receive pay at the rate he/she was paid, excluding premiums and differentials, on his/her last previous scheduled working day for all Statutory Holidays, provided he/she has been scheduled to work on such day had it not been proclaimed a holiday, and provided that he/she works his/her full regular shift following such Statutory Holiday.

b) Such Statutory Holidays shall include:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Truth and Reconciliation Day
Canada Day
B.C. Day (1st Monday in August)
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

and any other day proclaimed by the Local, Provincial, or Federal Government.

11.02 Compensation for Holidays

If a Statutory Holiday falls on a regular working day while an employee is on annual vacation, he/she shall receive one (1) additional day of vacation with pay in lieu of said Statutory Holiday.

11.03 Holiday Falling on a Day Off

Where a Statutory Holiday falls on an employee's regular day off, one (1) day, either preceding or following the regular day off, will be taken as the Statutory Holiday; and all such days shall be predetermined by mutual agreement not less than thirty (30) days prior to the holiday.

11.04 Vacations

It is agreed vacations shall be based on anniversary dates of employees, it is further agreed that vacations will be granted on the basis of applications received and approved during the month of April each year. It is further agreed that vacations schedules shall not prevent the Town from closing down (excluding essential services) for a holiday period, provided the Union will be given a written notice advising them of Council and or the Town Manager's decision on or before April 1st of each year. Vacations with pay shall be granted on the following basis:

CONTINUOUS YEARS OF SERVICE	WORKING DAYS PAID VACATION
1	15
2	16
3	17
4	18
5	19
6	20
7	21
8	22
9	23
10	24
11	25
12	26
13	27
14	28
15	29
16	30
17 + hereafter	31

Any employee not completing one (1) year of service shall receive four (4%) percent gross earnings in accordance with the provisions of the Employment Standards Act.

An employee may carry over into each vacation anniversary year no more than ten (10) days of vacation leave from the total number of days earned the previous year.

Vacation leave when practical will be granted for the period requested, and shall be granted on the basis of seniority.

11.05 Vacation Entitlement

Vacation entitlement will be earned and prorated based on straight-time hours worked in the twelve (12) months preceding the employee's anniversary date. Vacation entitlement shall be prorated for employees who are on a general leave of absence.

11.06 Vacation Pay

Employees will earn vacation pay based on straight-time earnings in the twelve (12) months preceding the employee's anniversary date. Vacation pay will be prorated for employees who are on a general leave of absence.

11.07 When Vacation Taken

Vacation must be taken before the anniversary date of the succeeding year; However, extensions to this time limitation must be by mutual agreement between the Town and the Union.

11.08 Minimum Vacation Blocks

All employees may split their vacation entitlement two (2x) times in each calendar year. Additional splits may be taken if approved by the immediate Supervisor or Departmental Director. Requests to split vacations will not be unreasonably denied. Splits may be taken in less than one week increments if approved by a supervisor.

ARTICLE 12 — GENERAL PROVISIONS AND CONDITIONS OF EMPLOYMENT

12.01 Employment Abandonment

If an employee is absent from work for a period of three (3) days without sufficient cause and fails to notify the Town and/or communicate with the Town, the employee will have been considered to have abandoned his/her employment.

12.02 Town's Property

Employees must return to the Town all the Town's property in their possession at the time of termination of employment.

12.03 Safety Equipment and Clothing Allowance

- a) All outside employees as identified in Schedules "A" and "C" are to be provided with protective gloves/ other gloves, protective eyewear, leather aprons, hip waders and appropriate hearing and breathing equipment, hard hats and coveralls free of charge as needed. The Meterman and the Bylaw Enforcement Officer shall be provided with a uniform where the Town deems it appropriate. The cleaning and repair of such clothing shall be at the Town's expense.
- b) The Town will pay fifty (50%) percent of the price of steel-toed boots (leather or rubber) purchased by an employee for a maximum allowance of two (2) pair per year. The Town will reimburse outside employees who require prescription safety glasses at fifty (50%) percent to a maximum of three hundred (\$300.00) dollars every two (2) years.

12.04 Discharge

Discharge of an employee shall be for just cause in accordance with the rules and regulations of the Town, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

Discharge for probationary employee shall be for good and sufficient cause in accordance with the rules and regulations of the Town, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

12.05 Staff Training

- a) If an employee attends education or upgrading courses related to employment at the request of the Employer, the Employer shall cover fees and costs incurred on a pre-approved basis, and the employee shall suffer no loss of pay. Employees requested to take designated courses and/or examinations shall receive travel expenses (transportation, food and lodging) in accordance with current Employer policy. If the course is held outside the boundaries of the Town of Creston, time spent travelling to and from the course shall be paid at straight time.
- b) The Parties agree that it is mutually beneficial and encouraged for employees to upgrade their education in so far as it directly relates to their job duties and responsibilities. Such employee requests will be approved on a case-by-case basis.

12.06 Tool Replacement/Repair

The Town will repair and/or replace all tools owned and used by Mechanics in the course of their duties, as required.

12.07 Personnel Files

The Town agrees that only factual material and material relevant to the employment of the employee shall be maintained in personnel files. The employee shall be informed when material critical to the employee is placed in the employee's file and a copy shall be given to the employee.

Any document, other than official evaluation reports shall be removed from the employees file, after the expiration of twenty-four (24) months from the date it was issued provided there has not been a further infraction.

12.08 Certification/Licences

The Town shall reimburse employees the cost for renewing or updating any certifications or licences that are required to perform work for the Town.

ARTICLE 13 — EMPLOYEE BENEFITS

13.01 Employee Benefits

A comprehensive employee benefits package shall be instituted, with the premiums paid one hundred (100%) percent by the Town. The benefits package to include the following:

- a) Life Insurance — one hundred thousand (\$100,000.00) dollars;
- b) Accidental Death and Dismemberment Insurance one hundred thousand (\$100,000.00) dollars;
- c) Extended Health Insurance;
- d) Part "A" Dental Benefits 100% (with Orthodontics to a maximum of Twenty-five Hundred Dollars (\$2,500.00));
- e) Long Term Disability Benefits up to age 65 (60% to a maximum of \$3,500);
- f) Weekly Indemnity Benefits (70% to a maximum weekly benefit - \$1,000.00);
- g) Vision Care Benefits —Four hundred (\$400.00) Dollars every two (2) years per employee and his/her dependents. This amount may be carried over to subsequent periods, up to a maximum of one thousand (\$1000.00) dollars per person. A maximum of one thousand (\$1000.00) dollars can be used for laser eye surgery.
- h) Eye Exams – Eye exams will be covered every twelve (12) months.

(Detailed specifications of the foregoing are as set forth in the Union of British Columbia Municipalities Group Benefits Plan booklet, a copy of which has been provided to the local Union. The existing British Columbia Medical will be continued on the current basis.)

13.02 Benefits During Layoff

The Collective Agreement shall provide that the employee's insured benefits will be continued during period of lay-off up to three (3) months, providing the underwriter will continue on risk.

13.03 Sick Leave

All regular full-time employees shall be credited with six (6) days sick leave per annum, credited on March 1st in each year. Employees shall be able to carry-over unused sick days to bank up to a maximum of twelve (12) days.

13.04 Proof of Illness

An employee may be required to produce a certificate from a duly qualified practitioner for any illness lasting more than three (3) days certifying that such employee is unable to carry out assigned duties due to the illness. The Town or its insurance carrier shall reimburse costs associated with obtaining a medical certificate when required by the Town and accompanied with a receipt.

13.05 Definition of Sick Leave

Sick leave as per Article 13.03 means the period of time an employee is absent from work with full pay for physical, psychological or mental health reasons by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workers' Compensation Act.

ARTICLE 14 — VARIATIONS

14.01 Variations to the Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during its existence. All changes to be made as a Letter of Understanding/Agreement, signed by both the Town and the Union.

ARTICLE 15 — PRINTING OF AGREEMENT

15.01 Printing of Agreement

The Union will be responsible for the amending and drafting the Collective Agreement but the costs associated with the printing and supply of the Collective Agreement will be borne equally between the Parties.

ARTICLE 16 — CONTRACTING OUT

16.01 Contracting Out

The Town agrees that in the event it is considered advisable for the Town to contract out any project or service for which the Town has the necessary equipment and qualified personnel capable of performing the work required, the Town shall require the municipal engineering or service department concerned to submit its tender.

If the municipal engineering or service department tender is more favorable than those received by the Town from outside contractors, and if the personnel are not otherwise engaged or likely to be, and provided the tender meets all other conditions of the specifications of tenders, the department making the tender shall be awarded the contract.

No employees shall be laid off as a result of contracting out. The Union shall be advised of contracting out proposals in writing prior to tendering.

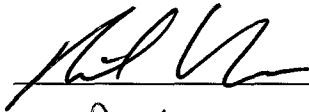
ARTICLE 17— TERM OF AGREEMENT

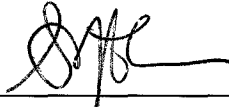
17.01 Term of Agreement

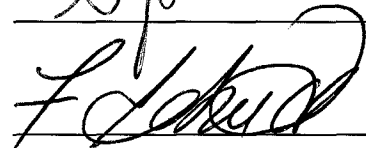
This Agreement shall become and remain in effect from March 1, 2021 until February 28, 2026 but shall not terminate at the expiration of that period. All terms and conditions of this Collective Agreement shall remain in full force and effect during the period of collective bargaining for a renewal of the Agreement, and thereafter, unless the Parties mutually agree otherwise. Strike or lockout action shall be deemed to mean mutual agreement.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf, this 12th day of January, 2021.

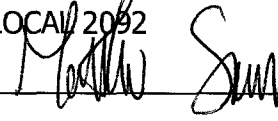
SIGNED ON BEHALF OF:
THE TOWN OF CRESTON




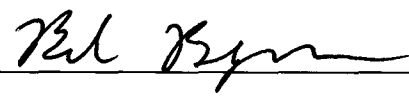




SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2092







SCHEDULE "A"
OUTSIDE CREW

CLASS	JOB TITLE AND EQUIPMENT OPERATED	CURRENT	WAGE DIFF	MARCH 1 2021	WAGE DIFF	MARCH 1 2022	WAGE DIFF	MARCH 1 2023	WAGE DIFF	MARCH 1 2024	WAGE DIFF	MARCH 1 2025	WAGE DIFF
				2.25%		3%		3%		3%		3.25%	
1	Labourer, Chainsaw, Vibrator, Jackhammer, Tractors, Roller, Mower, Single Axle Garbage Truck	29.97	30.05	30.64	30.72	31.56	31.64	32.51	32.59	33.49	33.57	34.57	34.65
2	Operator 1: Sewer Rodder, Single Axle Dump Truck, Sander and Water Truck, Wobbler Roller, Sewer Flusher	31.16	31.26	31.86	31.96	32.82	32.92	33.80	33.90	34.82	34.92	35.95	36.05
3	Utility Person, Pipelayer, Dog Catcher	31.51	31.61	32.22	32.32	33.19	33.29	34.18	34.28	35.21	35.31	36.35	36.45
4	Pipefitter, Uncertified Welder, Parks and Cemetery Operator	32.19	32.29	32.91	33.01	33.90	34.00	34.92	35.02	35.97	36.07	37.14	37.24
5	Operator 2: Vacu-sweeper, Screen Plant, Front-end Loader, Tandem Truck, Ford Oiler	32.19	32.29	32.91	33.01	33.90	34.00	34.92	35.02	35.97	36.07	37.14	37.24
6	Operator 3: Chip Spreader, Grader/Backhoe (Maintenance & Construct) Bio-solids Injector Truck, Certified Pipefitter*, *BC Waste Water Collection System Operator 1 Certificate and BC Water Distribution System Operator 1 Certificate	32.93	33.03	33.67	33.77	34.68	34.78	35.72	35.82	36.79	36.89	37.99	38.09
7	Carpenter	33.69	33.77	34.45	34.53	35.48	35.56	36.55	36.63	37.64	37.72	38.87	38.95
8	Certified Tradesman, Mechanic I	36.14	36.22	36.95	37.03	38.06	38.14	39.20	39.28	40.38	40.46	41.69	41.77
9	Working Foreman, Roads Charge Hand, Parks and Cemetery Charge Hand	35.01	35.09	35.80	35.88	36.87	36.95	37.98	38.06	39.12	39.20	40.39	40.47
10	Utilities Charge Hand	36.33	36.43	37.15	37.25	38.26	38.36	39.41	39.51	40.59	40.69	41.91	42.01
11	Fleet Supervisor/Chief Mechanic	39.38	39.46	40.27	40.35	41.47	41.55	42.72	42.80	44.00	44.08	45.43	45.51
12	Public Works Foreman	40.41	40.49	41.32	41.40	42.56	42.64	43.84	43.92	45.15	45.23	46.62	46.70

SCHEDULE "A"
APPENDIX 1

CLASSIFICATION OF NEW EQUIPMENT:

All new equipment shall be classified in Schedule "A" through negotiations between the Union and the Town. Should the matter not be resolved through negotiations, either party may submit the dispute to arbitration in accordance with Article 6 of this Agreement.

SCHEDULE "B"

OFFICE EMPLOYEES

CLASS	JOB TITLE	CURRENT	MARCH 1 2021	MARCH 1 2022	MARCH 1 2023	MARCH 1 2024	MARCH 1 2025
			2.25%	3%	3%	3%	3.25%
2	Meterperson I	24.87	25.43	26.19	26.98	27.79	28.69
3	Meterperson II	28.12	28.75	29.62	30.50	31.42	32.44
4	Bylaw Enforcement Officer I, Office Clerk/Secretary	30.37	31.05	31.98	32.94	33.93	35.04
6	Meterperson III	31.61	32.32	33.29	34.29	35.32	36.47
9	Bylaw Enforcement Officer II	33.15	33.90	34.91	35.96	37.04	38.24
9A	Administrative Assistant/Records Clerk, Finance & Administrative Assistant/Accounts Payable, Finance & Administrative Assistant/Payroll	33.97	34.73	35.78	36.85	37.96	39.19
10	Bylaw Enforcement Officer III	39.38	40.27	41.47	42.72	44.00	45.43

SCHEDULE "C"

ENGINEERING/BUILDING AND SEWAGE TREATMENT PLANT

CLASS	JOB TITLE	CURRENT	MARCH 1 2021	MARCH 1 2022	MARCH 1 2023	MARCH 1 2024	MARCH 1 2025
			2.25%	3%	3%	3%	3.25%
	ENGINEERING & BUILDING INSPECTION						
1	Engineering Tech 1	26.14	26.73	27.53	28.36	29.21	30.16
2	Engineering Tech 2	30.51	31.20	32.13	33.10	34.09	35.20
3	Engineering Tech 3	34.41	35.18	36.24	37.33	38.45	39.70
4	Building Inspector	39.05	39.93	41.13	42.36	43.63	45.05
	SEWAGE TREATMENT PLANT						
1	Co-op Student	26.90	27.51	28.33	29.18	30.06	31.03
2	Operator (Trainee)	30.37	31.05	31.98	32.94	33.93	35.04
3	Operator I	32.49	33.22	34.22	35.24	36.30	37.48
4	Operator II	34.32	35.09	36.14	37.23	38.35	39.59
5	Operator III	36.08	36.89	38.00	39.14	40.31	41.62
6	Chief Operator	42.46	43.42	44.72	46.06	47.44	48.98
	PUBLIC SAFETY COMPLIANCE						
7	Public Safety Compliance Officer	34.88	35.66	36.73	37.84	38.97	40.24

LETTER OF UNDERSTANDING #1
between
THE TOWN OF CRESTON
and
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2092

RE: Adult Apprenticeship

1. Under the Adult Apprenticeship Program, where an internal posting for a journeyperson remains unfilled, the following steps shall apply:

External advertisement for a journeyperson, or internal posting for an adult apprentice who has completed a recognized and applicable post-secondary pre-apprenticeship training program.

- 1.2) External advertisement for an adult apprentice who has completed a recognized and applicable post-secondary pre-apprenticeship training program.

2. Where an apprentice is hired the following terms shall apply:

- 2.1) The employee shall be a member of the bargaining unit and subject to all provisions of the Collective Agreement.

- 2.2) Apprentices shall be paid:

Two Year Apprenticeship Program

1 st year	75% of certified journeyperson rate
2 nd year	85% of certified journeyperson rate

Four Year Apprenticeship Program

1 st year	75% of certified journeyperson rate
2 nd year	80% of certified journeyperson rate
3 rd year	85% of certified journeyperson rate
4 th year	90% of certified journeyperson rate

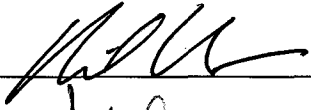
- 2.3) Apprentices shall be eligible for all benefits as listed within the Collective Agreement.

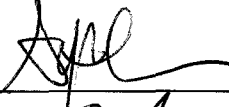
- 2.4) While coordination of the apprenticeship program and the certification process remains the responsibility of the Employer, the Union shall be consulted regarding apprentice placements and work assignments. A training plan, mutually agreed upon by the Union, the selected journeyperson, and the Employer, shall be developed prior to the hiring of any apprentice.

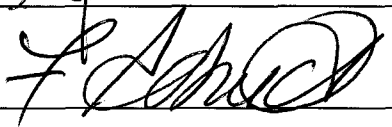
3. Upon successful completion of the adult apprenticeship, the incumbent employee will continue in the position and be confirmed as a permanent journeyman in the trade.
4. It is understood that these provisions are agreed to on a trial basis without prejudice or precedent.

Signed this 10^{9th} day of January, 2023.

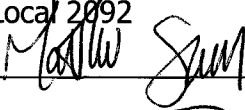
Town of Creston









Canadian Union of Public Employees,
Local 2092







LETTER OF UNDERSTANDING #2 (renewed)
between
THE TOWN OF CRESTON
and
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2092

RE: Vacation Entitlement - Article XI Statutory Holidays, Annual Vacations
- 11.04 Vacation

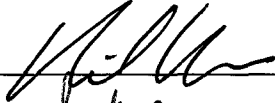
It is agreed between the Parties that:

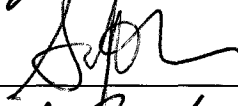
1. The vacation entitlement chart (attached) from Local 2092 Collective Agreement - March 1, 2004 to February 29, 2008 shall be the vacation entitlement applicable to employees hired prior to February 29, 2008 by the Town of Creston.
2. All employees hired after March 1, 2008 shall be subject to the vacation entitlement chart from Local 2092 Collective Agreement specified in the March 1, 2008 - February 29, 2012 Agreement.


CONTINUOUS YEARS OF SERVICE	WORKING DAYS PAID VACATION (INCLUDING ADDITIONAL DAYS)
1	11
2	16
3	17
4	18
5	21
6	22
7	23
8	24
9	25
10	26
11	27
12	28
13	29
14	30
15	31
16	32
17	33
18	34
19	35
20 and hereafter	36

Signed this 10th day of January, 2023.

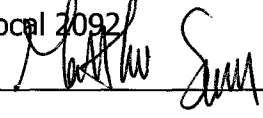
Town of Creston




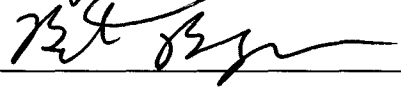




Canadian Union of Public Employees,
Local 2092







LETTER OF UNDERSTANDING #3 (renewed)
between
THE TOWN OF CRESTON
and
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2092


RE: Hours of Work for New Hires

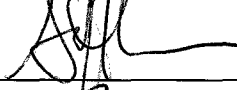
It is agreed between the Parties that:


1. Article X - Hours of Work, Overtime and Wages - 10.01 shall remain in effect for all employees including casuals who are currently employed by the Town of Creston.
2. New employees hired after September 5, 2008 as per signing date of previous agreement, shall be subject to the following section:
 - a) The normal working week shall be Sunday through Saturday with two (2) consecutive days off.
 - b) Work schedules will be posted a minimum of five (5) days prior to their commencement.
 - c) Classifications in Schedule "A" or "C" will be affected.
 - d) The regular workday shall be from 7:00 am to 3:30 pm for employees in Schedule "A" or Schedule "C", these hours may be varied for a three (3) month period. The Employer will provide a minimum of two (2) weeks' written notice to the Union and to the affected employee.
3. This Letter of Understanding shall be subject to annual review by both Parties to assess the benefit to the level of service to the citizens of the Town of Creston.
4. This Letter of Understanding shall not apply to existing employees that are promoted or transferred within the Bargaining Unit.
5. If a current member of Local 2092 would be interested in the participating in this process, by request to the Employer and discussions with the Union, such request shall not be unreasonably denied.

Signed this 9th day of January, 2023

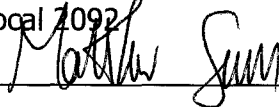
Town of Creston









Canadian Union of Public Employees,
Local 2092







**LETTER OF UNDERSTANDING No. 4
Between**

THE TOWN OF CRESTON

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2092

RE: CHIEF OPERATOR POSITION, EMPLOYEE TERM LIFE AND AD&D – DAMON TODARO

The Parties agree as follows:

1. The Chief Operator position will remain filled by the incumbent (Damon Todaro) until he vacates that position. While in the position of Chief Operator, the incumbent's terms and conditions of employment will be governed by the Collective Agreement, subject to the Memorandum of Settlement – Chief Operator signed by the parties.
2. The employee will receive the benefit packages as follows Chief Operator, the Employer will adjust CUPE Local 2092 members current benefits package as follows, so as to be consistent with management's benefits package as of the date of the signing of this Letter of Understanding:

Employee Term Life and AD&D

- Employee Term Life – 200% of salary from a maximum of \$100,000 to \$200,000 (reducing by 50% at age 65)
- AD&D – 200% of salary from a maximum of \$100,000 to \$200,000.

3. This Letter of Understanding is with prejudice, and will be considered appended to the Collective Agreement once executed.

Signed this 9th day of January, 2023.

Town of Creston

Canadian Union of Public Employees,
Local 2092

