

**AGREEMENT**

**BETWEEN**

**THE CORPORATION OF THE CITY OF COURTENAY**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 556**

**JANUARY 1, 2000**

**TO**

**DECEMBER 31, 2003**

# **TABLE OF CONTENTS**

<b><u>ARTICLE 1 - MANAGEMENT RIGHTS</u></b> .....	1
<b><u>ARTICLE 2 - RECOGNITION AND NEGOTIATIONS</u></b> .....	1
2.01 <u>Bargaining Unit</u> .....	1
2.02 <u>Work of the Bargaining Unit</u> .....	2
2.03 <u>No Other Agreements</u> .....	2
2.04 <u>Bargaining Committee</u> .....	2
2.05 <u>Labour Management Committee</u> .....	2
2.06 <u>Definitions</u> .....	3
<b><u>ARTICLE 3 - NO DISCRIMINATION</u></b> .....	3
3.02 <u>Sexual Harassment</u> .....	4
<b><u>ARTICLE 4 - UNION SECURITY</u></b> .....	4
4.01 <u>All Employees to be Members</u> .....	4
<b><u>ARTICLE 5 - CHECK-OFF OF UNION DUES</u></b> .....	4
<b><u>ARTICLE 6 - THE CORP. &amp; UNION SHALL AQUAINT NEW EMPLOYEES</u></b> .....	5
6.01 <u>New Employees</u> .....	5
6.02 <u>Copies of Agreement</u> .....	5
6.03 <u>Medical Requirements</u> .....	5
<b><u>ARTICLE 7 - CORRESPONDENCE</u></b> .....	5
<b><u>ARTICLE 8 - GRIEVANCE PROCEDURE</u></b> .....	5
8.01 <u>Settling of Grievances</u> .....	5
8.02 <u>Grievances Held in Abeyance</u> .....	6
<b><u>ARTICLE 9 - ARBITRATION</u></b> .....	6
9.01 <u>Composition of Board of Arbitration</u> .....	6
9.02 <u>Board Procedure</u> .....	7
9.03 <u>Decisions of the Board</u> .....	7
9.04 <u>Expenses of the Board</u> .....	7
9.05 <u>Single Arbitrator</u> .....	7

<b><u>ARTICLE 10 - DISCHARGE, SUSPENSION, AND DISCIPLINE</u></b> .....	7
10.01 <u>Crossing of Picket Lines</u> .....	7
10.02 <u>Political Action</u> .....	8
10.03 <u>Discharge and Suspension</u> .....	8
10.04 <u>Personnel Records</u> .....	8
<b><u>ARTICLE 11 - SENIORITY</u></b> .....	9
11.01 <u>Seniority</u> .....	9
11.02 <u>Probationary Period</u> .....	9
11.03 <u>Federal-Provincial Aided Projects</u> .....	9
<b><u>ARTICLE 12 - PROMOTIONS AND STAFF CHANGES</u></b> .....	10
12.01 <u>Job Postings</u> .....	10
12.02 <u>Information in Postings</u> .....	10
<b><u>ARTICLE 13 - LAYOFFS AND RECALLS</u></b> .....	10
13.01 <u>Definition of Layoff</u> .....	10
13.02 <u>Layoffs and Recalls</u> .....	11
13.03 <u>No new employees</u> .....	11
13.04 <u>Advanced Notice of Layoff</u> .....	11
13.05 <u>Loss of Seniority</u> .....	11
13.06 <u>Grievance on Layoffs and Recalls</u> .....	12
<b><u>ARTICLE 14 - HOURS OF WORK</u></b> .....	12
14.01 <u>Schedule "B" Employees</u> .....	12
14.02 <u>Schedule "A" Employees</u> .....	13
14.03 <u>Schedule "C" Employees</u> .....	13
14.04 <u>Alternate Work Week</u> .....	14
14.05 <u>Minimum Hours of Work</u> .....	14
<b><u>ARTICLE 15 - OVERTIME</u></b> .....	14
15.01 <u>Schedule "A" Employees</u> .....	14
15.02 <u>Schedule "B" Employees</u> .....	15
15.03 <u>Schedule "C" Employees</u> .....	16

<b><u>ARTICLE 16 - SHIFT WORK</u></b> .....	16
16.01 <u>Shift Premium</u> .....	16
<b><u>ARTICLE 17 - HOLIDAYS</u></b> .....	16
17.01 <u>List of Holidays</u> .....	16
17.02 <u>Holiday Pay</u> .....	17
17.03 <u>Paid Holidays on Scheduled Day Off</u> .....	17
17.04 <u>Pay for Work on Paid Holidays</u> .....	17
<b><u>ARTICLE 18 - VACATIONS</u></b> .....	18
18.01 <u>Vacations</u> .....	18
18.02 <u>Length of Vacation</u> .....	18
18.03 <u>Special and Statutory Holidays</u> .....	18
18.04 <u>Vacation Pay</u> .....	18
18.05 <u>Workers' Compensation</u> .....	18
18.06 <u>Vacation Scheduling</u> .....	19
18.07 <u>Vacation Accumulation</u> .....	19
<b><u>ARTICLE 19 - SICK LEAVE PROVISIONS</u></b> .....	19
19.01 <u>Amount of Sick Leave</u> .....	19
19.02 <u>Proof of Illness</u> .....	20
19.03 <u>Sick Leave Records</u> .....	20
19.04 <u>Sick Leave Bank</u> .....	20
19.05 <u>Sickness or Disability</u> .....	20
19.06 <u>Notification</u> .....	21
19.07 <u>E.I. Premium Reduction Rate</u> .....	21
19.08 <u>Other Employment</u> .....	21
<b><u>ARTICLE 20 - LEAVE OF ABSENCE</u></b> .....	21
20.01 <u>Compassionate Leave</u> .....	21
20.02 <u>Jury Duty</u> .....	22
20.03 <u>Witness Duty</u> .....	22
20.04 <u>Time Off for Union Business</u> .....	22
20.05 <u>Maternity Leave</u> .....	23
20.06 <u>Parental Leave</u> .....	24
20.07 <u>Special Leave of Absence</u> .....	25
20.08 <u>Personal Emergency Leave</u> .....	25
20.09 <u>Other Employment Prohibited</u> .....	26

<b><u>ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES</u></b> .....	26
21.01 <u>Payment of Wages</u> .....	26
21.02 <u>Wage Schedule</u> .....	26
21.03 <u>Pay on Temporary Transfer, Higher Rated Job</u> .....	26
21.04 <u>Tool Allowance</u> .....	27
21.05 <u>Special Allowances (Dirty Money)</u> .....	27
21.06 <u>Qualifications</u> .....	28
21.07 <u>Standby Allowance</u> .....	28
21.08 <u>Professional Dues</u> .....	28
<b><u>ARTICLE 22 - SEVERANCE PAY</u></b> .....	29
<b><u>ARTICLE 23 - NEW OR CHANGED CLASSIFICATIONS</u></b> .....	29
23.01 <u>New Classification</u> .....	29
<b><u>ARTICLE 24 - BENEFITS</u></b> .....	30
24.01 <u>Medical and Extended Health Benefits</u> .....	30
24.02 <u>Dental Plan</u> .....	30
24.03 <u>Vision Care Plan</u> .....	30
24.04 <u>Superannuation</u> .....	31
24.05 <u>Supplementation of Compensation Award</u> .....	31
24.06 <u>Group Life Insurance</u> .....	32
24.07 <u>Long Term Disability</u> .....	32
24.08 <u>Eligibility</u> .....	32
24.09 <u>Changes in Benefits</u> .....	32
<b><u>ARTICLE 25 - FIRST AID KITS</u></b> .....	32
<b><u>ARTICLE 26 - TECHNOLOGICAL AND OTHER CHANGES</u></b> .....	33
26.01 <u>Union Notification of Changes</u> .....	33
26.02 <u>Training Program</u> .....	33
26.03 <u>Additional Training</u> .....	33
26.04 <u>No New Employees</u> .....	33
26.05 <u>Educational Course</u> .....	33
<b><u>ARTICLE 27 - JOB SECURITY</u></b> .....	34
27.01 <u>Contracting Out</u> .....	34

**ARTICLE 28 - GENERAL CONDITIONS** ..... 34

    28.01 Union Meetings..... 34

    28.02 Clothing..... 35

**ARTICLE 29 - PRESENT CONDITIONS AND BENEFITS**..... 35

    29.01 Present Conditions to Continue ..... 35

**ARTICLE 30 - TERM OF AGREEMENT** ..... 35

**SCHEDULE "A"** ..... 37

**SCHEDULE "B"** ..... 38

**SCHEDULE "C"** ..... 40

**LETTER OF AGREEMENT**..... 41

**LETTER OF UNDERSTANDING** ..... 42

THIS AGREEMENT made and entered into this            day of            , A.D. 2000.

BETWEEN:

THE CORPORATION OF THE CITY OF COURTENAY  
(hereinafter called the "Corporation")

OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 556  
(hereinafter called the "Union")

OF THE SECOND PART

The general purpose of this Agreement is to secure for the Corporation and the Union, the full benefits of orderly and legal collective bargaining.

**ARTICLE 1 - MANAGEMENT RIGHTS**

1.01 The management and the operation of and the direction and promotion of the working forces is vested exclusively in the management, PROVIDED HOWEVER that this will not be used for the purposes of discrimination against employees.

**ARTICLE 2 - RECOGNITION AND NEGOTIATIONS**

2.01 Bargaining Unit

The Corporation recognizes the Canadian Union of Public Employees as the sole and exclusive collective bargaining agency for all of its employees save and except those who are excluded pursuant to the Industrial Relations Act, and as listed on the attached Letter of Understanding as exempt positions, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking

toward a peaceful and amicable settlement of any differences that may arise between them.

#### 2.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purpose of instruction, experimenting, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

#### 2.03 No Other Agreements

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

#### 2.04 Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than four (4) members of the Union for the purpose of negotiating the renewal or revisions of this Agreement. The Union will advise the Corporation of the names of the Union members of the Committee.

#### 2.05 Labour Management Committee

- (a) There shall be established a committee consisting of not more than three (3) representatives of each of the Corporation and the Union, to meet at least every two (2) months to discuss matters relating to this Agreement and the workplace.
- (b) Each party shall propose an agenda of items it wishes to discuss, at least one (1) week prior to the proposed date of the meetings.
- (c) One (1) Union and one (1) Corporation representative shall be appointed as joint Chairpersons and shall preside over alternate meetings.
- (d) Minutes of all meetings shall be prepared, signed by the Chairperson, and posted on all the bulletin boards located at the City Yard, R.C.M.P. Station, Lewis Centre, Filberg Centre, and City Hall staff room.

## 2.06 Definitions

### (a) Permanent Full-Time Employees

A permanent full-time employee is one who is regularly scheduled to work a minimum thirty-five (35) hours per week. These employees shall be entitled to all the rights of this Agreement on the first (1<sup>st</sup>) day of employment and all benefits upon successful completion of the probationary period.

### (b) Permanent Part-Time Employees

A permanent part-time employee is one who is regularly scheduled to work less than thirty-five (35) hours per week. These employees shall be entitled to all rights of this Agreement on the first (1<sup>st</sup>) day of employment and all benefits upon successful completion of the probationary period in accordance with Clause 24.08.

### (c) Casual Employee

A casual employee is any employee called in to work on an irregular, intermittent basis. These employees are entitled to all the rights of this Agreement on the first (1<sup>st</sup>) day of employment but will receive eight percent (8%) of their gross wages in lieu of vacation entitlement, statutory holiday entitlement, and benefits.

### (d) Relief Employee

A relief employee is someone other than an existing permanent or regular employee who temporarily fills in for another employee. These employees will not be entitled to benefits under Article 24, but will be entitled to eight percent (8%) of their gross wages in lieu of vacation entitlement, statutory holiday entitlement, and benefits.

## **ARTICLE 3 - NO DISCRIMINATION**

3.01 There shall be no discrimination or coercion by the Corporation or by the Union against any employee because of the employee's union or non-union affiliations with other unions or against any employee because of activity or lack of activity in union affairs, or because of race, creed, colour, nationality, sexual orientation, or religion. Unless otherwise herein

specifically provided, union activities shall not be pursued during working hours.

### 3.02 Sexual Harassment

Sexual Harassment shall be defined as sexually oriented practice that undermines an employee's health or job performance, or endangers an employee's employment status or potential. All personnel have the right to work without sexual harassment. Any complaint alleging sexual harassment will be dealt with in the grievance procedure as outlined in Section 8.01 (b).

## **ARTICLE 4 - UNION SECURITY**

### 4.01 All Employees to be Members

- (a) All employees covered by the terms of the Agreement shall, within thirty (30) days of their employment, as a condition of continued employment become and remain members of the Union.
- (b) In the event that employees fail to comply with the provisions of this Article, the Corporation shall forthwith terminate their employment.

## **ARTICLE 5 - CHECK-OFF OF UNION DUES**

- 5.01 The Corporation shall deduct from each employee any dues, initiation fees, or assessments levied by the Union on its membership in conformity with the Constitution and/or the Local bylaws. This deduction to be paid to the Treasurer of the Union by the Corporation as union dues, and shall be forwarded to the Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) day of the month following, accompanied by a list of the names of all employees from whose wages the deductions have been made together with the hours worked and the amounts deducted in each case.

## **ARTICLE 6 - THE CORPORATION & UNION SHALL AQUAINT NEW EMPLOYEES**

### 6.01 New Employees

The Corporation shall introduce all new employees to the Union designate for a twenty (20) minute Union orientation during working hours within the first ten (10) working days. Arrangements to meet must be made through the employee's supervisor. Such meetings are encouraged to take place during the break periods.

### 6.02 Copies of Agreement

New employees shall be presented with a copy of the Agreement by the Corporation on commencement of employment.

### 6.03 Medical Requirements

- (a) New employees to produce a medical statement certifying the employee is physically and mentally fit for work. New employees shall bear the cost of the required examination.
- (b) After an illness, the Corporation reserves the right to require employees to produce a certificate of medical fitness. The Corporation in such cases will bear the cost, if any, of the required examination.

## **ARTICLE 7 - CORRESPONDENCE**

- 7.01 Any notice required to be given to the Corporation under the terms of this Agreement shall be given by registered letter addressed to it at its place of business in the City of Courtenay. Any notice to be given to the Union under the terms of this Agreement shall be given by registered mail addressed to the Secretary of the Union, P.O. Box 3454, Courtenay, B.C. V9N 5N5.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### 8.01 Settling of Grievances

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

questions or differences shall be finally and conclusively settled without stoppage of work in the following manner:

- (a) The Shop Steward and the management of the Corporation shall endeavour to settle the difference within five (5) working days of such difference or grievance arising.
- (b) Should no settlement ensue, the employee shall have the right to refer the matter to the representative of the Union who shall meet the Corporation or its management and endeavour to settle the dispute.
- (c) Should the foregoing process fail to settle the difference conclusively within ten (10) days of its submission to management by the Shop Steward or within such longer time as the parties agree to, then it shall be submitted to an Arbitration Board of three (3) persons as outlined in Article 9.

#### 8.02 Grievances Held in Abeyance

In the event concerned parties to a grievance proceeding are ill, legitimately indisposed, or on leave, the parties shall hold the grievance proceedings in abeyance for a mutually agreed period of time.

### **ARTICLE 9 - ARBITRATION**

#### 9.01 Composition of Board of Arbitration

- (a) The party desiring arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment and particulars of the matter in dispute.
- (b) The party receiving the notice shall, within five (5) days thereafter, appoint a member for the Board and notify the other party of its appointment.
- (c) The two (2) Arbitrators so appointed shall confer to select a third person to be Chairperson and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour to appoint such a third member.

9.02 Board Procedure

The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated, and make its Award within ten (10) days from the date of the appointment of the Chairperson, HOWEVER the time may be extended by agreement of the parties.

9.03 Decisions of the Board

The Board shall deliver its Award in writing to each of the parties and the Award of a majority of the Board shall be the Award of the Board and shall be final and binding upon the parties and they shall implement it forthwith.

9.04 Expenses of the Board

Each party shall pay its own expenses and costs of arbitration, the remuneration and disbursements of its appointee to the board and one-half (1/2) the compensation and expenses of the Chairperson and of stenographic and other expenses of the Arbitration Board.

9.05 Single Arbitrator

Notwithstanding the above, the parties may by mutual agreement refer a dispute to a single Arbitrator with each party paying one-half (1/2) of the cost of such single Arbitrator. The single Arbitrator shall have the same powers as an Arbitration Board and the Award shall be final and binding upon the parties.

**ARTICLE 10 - DISCHARGE, SUSPENSION, AND DISCIPLINE**

10.01 Crossing of Picket Lines

The Corporation shall not request, require, or direct employees within this bargaining unit to perform work resulting from legal strikes that would normally have been carried out by those on strike nor shall the employees be required to cross any picket line legally established under the Statutes of British Columbia.

#### 10.02 Political Action

- (a) No employee shall be disciplined for participation in any action(s) called for by the C.L.C., C.U.P.E., or the B.C. Division of C.U.P.E., and supported by the local Union. This does not indicate the Corporation's support for such action(s).
- (b) The Union agrees that contemplated action(s) shall be discussed with the Corporation prior to the action(s) taking place, and that the Union agrees to perform those essential services which are necessary to protect the health of the citizens.

#### 10.03 Discharge and Suspension

- (a) An employee may be suspended or dismissed for just and reasonable cause. Such employee and the Union shall be advised promptly in writing by the Department Head of the reason for such discharge or suspension.
- (b) An employee considered by the Union to be wrongfully discharged or suspended shall be entitled to a hearing under the Grievance Procedure commencing at Step Two (2) [Section 8.01(b)].

#### 10.04 Personnel Records

- (a) Upon presentation of a written request, employees shall have the right at any reasonable time to have access and review their personnel record in the presence of a representative of the Corporation.
- (b) Any disagreement as to the accuracy of the information contained in the file may be the subject of the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.
- (c) No evidence from the employee's record may be introduced as evidence in a hearing, of which the employee was not aware at the time of the filing of such evidence.
- (d) An employee shall be given a copy of all material in their personnel record and shall initial each page in the file for which a copy has been obtained.

## **ARTICLE 11 - SENIORITY**

### 11.01 Seniority

- (a) The Corporation recognizes the principle of seniority. Seniority shall be based on length of service with the Corporation. Demotions, promotions, and transfers affecting employees shall be based on seniority, providing always the employee has the required ability and qualifications necessary for the position. The selection of supervisory officials shall be entirely a matter for the Corporation's decision, but in making the selection of supervisory officials, qualifications and ability being relatively equal, seniority shall be given first consideration.
- (b) Full-time employee's seniority date will be based on start of employment date.
- (c) Part-time employee's seniority date will be pro-rated based on number of hours worked. For purposes of determining seniority only, the following employees shall have full-time status for as long as their regular hours of work remain greater than twenty (20) hours per week:

Sharon Cochrane; Lori Messner; Robert Thurley.

### 11.02 Probationary Period

- (a) During the first continuous four (4) months of employment an employee shall have probationary status. Such probationary period may be extended by mutual agreement for an additional two (2) months. All fringe benefits shall apply on completion of the probationary period.
- (b) Part-time employees shall have probationary status during the first six hundred (600) hours of employment where the employee's normal work day is seven (7) hours, and six hundred and eighty-eight (688) hours where the employee's normal work day is eight (8) hours.

### 11.03 Federal-Provincial Aided Projects

For all individuals specifically hired as employees by the Corporation on Federal-Provincial financial aided municipal projects, seniority will not take effect until such projects have been completed and the individuals hired

are subsequently retained by the Corporation to do other municipal work. Seniority for record purposes in such cases will date back to the date that seniority would have been effective if no such Federal-Provincial aid programs were in effect.

## **ARTICLE 12 - PROMOTIONS AND STAFF CHANGES**

### 12.01 Job Postings

- (a) Within one (1) week of the Corporation determining that a vacancy exists, which shall include resignation or termination of an incumbent, or the creation of a new position, the Corporation shall post notice on the bulletin boards located at the City Yard, R.C.M.P. Station, Lewis Centre, Filberg Centre, and in the Courtenay City Hall Staff Room for a minimum of one (1) week, and all employees shall be permitted to apply for same.
- (b) If the position is filled internally, it shall be filled within three (3) weeks of expiration of the posting period.
- (c) No outside advertisement for additional employees shall be made until present employees have had a full opportunity to apply.

### 12.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function.

## **ARTICLE 13 - LAYOFFS AND RECALLS**

### 13.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the hours of work.

Although the Corporation does not desire to reduce the work force or a reduction in the regular hours of work as outlined in this Agreement, it is recognized that circumstances may require such action. In making such

reductions the Corporation and the Union will consult to ensure that such actions are orderly and taken so that seniority is applied.

### 13.02 Layoffs and Recalls

The Corporation agrees that in the event of a layoff employees shall be laid off in the reverse order of their seniority. An employee about to be laid off may displace a less senior employee. When it is necessary to recall employees, laid off employees shall be re-employed in the order of seniority, provided always that:

- (a) The senior employee has the required ability and qualifications; and
- (b) Although seniority is defined as length of service with the Corporation, layoffs and recalls will be first determined by department and second by plant seniority.

13.03 No new employees will be hired to fill a vacancy until regular employees who have been laid off, remain on the seniority list, and are qualified and have the ability to fill the vacancy, have been given an opportunity for re-employment.

### 13.04 Advanced Notice of Layoff

The Corporation shall notify employees who are to be laid off in accordance with the Employment Standards Act, Part 8. Unless legislation is more favourable to the employees, the Corporation shall notify employees with a period of at least six (6) consecutive months of service and who are to be laid off thirty (30) working days prior to the effective date of layoff, or award pay in lieu thereof.

### 13.05 Loss of Seniority

An employee shall lose seniority when:

- (a) The employee is dismissed for just cause and not reinstated.
- (b) The employee resigns.
- (c) When the employee is absent from work in excess of seven (7) working days without notifying the Corporation, unless such notice was not reasonably possible.

- (d) Employees fail to return to work after being laid off within two (2) weeks after being contacted at their last known address by registered mail.
- (e) Employees elected to receive compensation on layoff and their services are terminated.
- (f) The employee has been laid off for a period in excess of sixteen (16) months.

#### 13.06 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step (b) of the Grievance Procedure.

### **ARTICLE 14 - HOURS OF WORK**

#### 14.01 Schedule "B" Employees

- (a) The regular working day of all staff listed on Schedule "B" attached hereto and forming part of this Agreement shall consist of eight and one-half (8-1/2) hours between 7:00 a.m. and 5:00 p.m. including an unpaid lunch period of one-half (1/2) hour between noon and 12:30 p.m. The regular working week shall consist of five (5) working days, Monday to Friday inclusive. In case of emergency, the outside workers may be put on an eight (8) hour shift other than the regular working day stated, PROVIDED they are given twelve (12) hours notice of such change and PROVIDED an eight (8) hour rest period is allowed between shifts, otherwise overtime rates are applicable. There will be no split shifts.
- (b) Summer hours for the Schedule "B" employees during the period May 1 to August 31 to be 7:00 a.m. to 5:00 p.m. Notwithstanding the above, the work week for Parks employees may include Saturday or Sunday or both for the period May 1 to August 31 only. It is understood that when employees work a weekend day or days (Saturday or Sunday or both) that the work week will be for five (5) continuous work days. Seniority will be the determining factor for the first refusal of shift scheduling. A minimum of forty-eight (48) hours notice will be given in advance of the original day or days off. There will be no split shifts.

- (c) The hours of work for the Bylaw Enforcement Officer shall be eight (8) hours per day, forty (40) hours per week. The starting time and the actual days each week shall be set by mutual agreement to ensure the most efficient operation.

14.02 Schedule "A" Employees

- (a) The regular working day of all staff listed on Schedule "A" attached hereto and forming part of this Agreement shall consist of eight (8) hours between 7:00 a.m. and 5:00 p.m. Monday through Friday, including a one (1) hour unpaid lunch period. Employees hired after the year 1984 for the R.C.M.P. office will, when required to do so, work the afternoon shift - 4:00 p.m. to 12:00 midnight, including an unpaid dinner period of one (1) hour. The work week will be Monday through Friday. Shift differential to apply for afternoon shift. There will be no split shifts.
- (b) Where it is mutually agreed upon by the Corporation and the office employee, the work day for R.C.M.P. office employees may be scheduled between the hours of 8:00 a.m. and 5:00 p.m., and shall consist of eight (8) hours, including an unpaid lunch period of one (1) hour.

14.03 Schedule "C" Employees

The regular working day of all permanent full-time staff listed on Schedule "C" attached hereto and forming part of this Agreement shall be eight (8) hours per day, including an unpaid lunch period of one (1) hour, as follows:

Office Staff (Filberg)	
8:30 a.m. to 5:00 p.m.	Monday to Friday
Office Staff (Lewis)	
8:00 a.m. to 9:30 p.m.	Monday to Friday
Operations Staff	
6:00 a.m. to 3:00 a.m.	Monday to Sunday

The hours of work may be varied by mutual agreement between the Corporation and the Union.

#### 14.04 Alternate Work Week

The Corporation and the Union may by mutual agreement agree to an alternate regular work week to Clause 14.01 or 14.02 to accommodate a seven (7) day operation or a compressed work week in various departments

#### 14.05 Minimum Hours of Work

All employees included on Schedules "A", "B", and "C", shall be entitled to be paid for a minimum of:

- (a) four (4) hours at the regular wage if the employee starts work unless the work is suspended for a reason completely beyond the Corporation's control including unsuitable weather conditions, except part-time Schedule "C" employees exempted by variance pursuant to the Employment Standards Act Regulations Section 34(e); or
- (b) two (2) hours at the regular wage in any other case unless the employee is unfit to work, or fails to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board.
- (c) Despite Section (a) above, a school student reporting for work on a school day is entitled to be paid for a minimum of two (2) hours at the regular wage in the circumstances described in (a).

### **ARTICLE 15 - OVERTIME**

#### 15.01 Schedule "A" Employees

- (a) Overtime to be worked only when authorized by the Administrator or designate.
- (b) Schedule "A" employees shall be paid overtime at time and one-half of the regular rate of pay for the first four (4) hours overtime worked, and double time thereafter, except that time worked on Sundays shall be paid at double the regular rate of pay.

## 15.02 Schedule "B" Employees

- (a) Except as provided in Section 15.02 (d), between 8:00 a.m. and 9:00 p.m., time and one-half for the first three (3) hours in any day and double time thereafter. All overtime between 9:00 p.m. and 8:00 a.m., double time.

Callout time shall be paid for a minimum of two (2) hours at the applicable overtime rate.

- (b) Employees shall not be required to work more than a five (5) day work week except in cases of emergency.
- (c) Time worked Sundays shall be at double the regular time. Time worked on Statutory Holidays shall be double the regular rate, unless Saturday and Sunday is part of the employee's regular working week, pursuant to Section 14.01 (b).
- (d) If overtime begins more than four (4) hours prior to regular starting time, double time to be paid for all hours worked, from the time the employee commences until the time they finish.
- (e) Employees to receive either payment of overtime worked or time off in lieu of overtime worked. Employee must elect at the commencement of the year as to whether or not they wish time off in lieu of overtime. Time off in lieu of overtime is subject to a maximum of ten (10) days for those employees with less than five (5) weeks vacation time and five (5) days for those employees with five (5) or more weeks vacation time. All other overtime hours shall be paid out. Time off in lieu will be taken in the year following the year in which the overtime accrued and to be taken at a time approved by the Head of the Department.

Elections for time off in lieu of overtime are irrevocable in the year in which the election is made.

- (f) Employees must elect to receive any overtime pay for which they are entitled, either in the pay period in which it is earned, or to be paid in a lump sum on the first pay period in December of that calendar year.

Employees must elect at the commencement of the year as to whether or not they wish to exercise this option, and such elections are irrevocable in the year in which the election is made.

### 15.03 Schedule "C" Employees

Overtime shall apply as follows:

- (a) Office Staff (Filberg and Lewis) shall be paid overtime pursuant to Clause 15.01.
- (b) Operations Staff shall be paid overtime at time and one-half of the rate of pay for the first four (4) hours and double time thereafter; and pursuant to Clause 15.02 where there is no conflict with scheduled work hours between 6:00 a.m. and 3:00 a.m.
- (c) Notwithstanding the above, employees whose regular scheduled hours falls on Saturday or Sunday shall be paid straight time.
- (d) The current arrangement of time off in lieu of call in work for the Custodian/Maintenance I shall continue for the term of this Agreement.

## **ARTICLE 16 - SHIFT WORK**

### 16.01 Shift Premium

A sixty cent (\$0.60) per hour differential shall be paid to all employees for all hours worked when the shift commences outside the hours noted in Article 14 of this Agreement.

## **ARTICLE 17 - HOLIDAYS**

### 17.01 List of Holidays

New Year's Day  
Good Friday  
Easter Monday  
Victoria Day  
Dominion Day  
B.C. Day

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing day

and any Dominion, Provincial, or Civic proclamation holiday shall be holidays to all employees and upon each of these days the Union employees who are paid on an hourly basis shall be paid a day's wages when on regular employment with the Corporation but this shall not apply

when said employee is laid off or on leave of absence. Should any of the above holidays fall on Saturday or Sunday, the preceding Friday or the following Monday shall be declared a holiday by the Corporation in lieu thereof.

The Corporation shall notify employees by December 1<sup>st</sup> of the previous year of the dates for the statutory holidays in the next year.

#### 17.02 Holiday Pay

Holiday Pay shall be computed at the wage rate the employee is then receiving.

#### 17.03 Paid Holidays on Scheduled Day Off

- (a) When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time mutually agreed by the Corporation and the employee.
- (b) Employees working holidays shall have the option of being paid or taking time off in lieu. Such time to be agreed to by the Corporation.

#### 17.04 Pay for Work on Paid Holidays

- (a) An employee who is scheduled to work shall be paid at the rate of one and one-half (1-1/2) plus another day off with pay, in lieu of holiday pay, at a time designated by the employee. In the case of Christmas or New Year's Day, the rate of pay shall be double time plus another day off with pay. The day designated by the employee as a day in lieu shall be taken within ninety (90) days following the holiday for which the day in lieu is being taken.
- (b) In the event an employee works overtime or is called in on a statutory holiday, the applicable rates shall be double time and double time and a half.

## **ARTICLE 18 - VACATIONS**

### 18.01 Vacations

Except as hereinafter provided, the provisions of Part 7 of the Employment Standards Act shall apply for the purposes of annual holidays under this Agreement.

### 18.02 Length of Vacation

- (a) Employees after the completion of one (1) year continuous service shall receive three (3) weeks holiday with pay annually.
- (b) Employees after the completion of five (5) years continuous service shall receive four (4) weeks holiday with pay annually.
- (c) Employees after the completion of thirteen (13) years continuous service shall receive five (5) weeks holiday with pay annually.
- (d) Employees after the completion of eighteen (18) years continuous service shall receive six (6) weeks holiday with pay annually.
- (e) An employee who has successfully completed their probation may after six (6) months service take one (1) of the above mentioned three (3) weeks vacation with pay during the remainder of their first year of employment.

### 18.03 Special and Statutory Holidays

In the case of special and Statutory Holidays occurring while an employee is on their annual holidays, they shall be granted extra days off with pay in lieu of such holidays.

### 18.04 Vacation Pay

The amount of pay for the annual holiday given to a permanent employee in respect of each working year under this Clause shall be calculated on the basis of an employee's current salary or wage rate.

### 18.05 Workers' Compensation

Any time lost while on Workers' Compensation as a result of an accident while in the employ of the Corporation shall be included as though they

were days worked for the purposes of the holiday pay. Maximum of one (1) year to be applied.

#### 18.06 Vacation Scheduling

Except as provided in Clause 18.07, all holidays must be taken no later than the calendar year immediately following that in which they are earned and at a time which will be subject to the approval of the Head of the Department concerned.

#### 18.07 Vacation Accumulation

Employees may carry over up to one (1) week of vacation per calendar year. Such carry over must be taken in the subsequent year.

### **ARTICLE 19 - SICK LEAVE PROVISIONS**

#### 19.01 Amount of Sick Leave

- (a) Employees after four (4) months shall be entitled to sick leave on the basis of one and three-quarters (1-3/4) working days per month of service to a maximum accrual of one hundred and seventy-five (175) days of the unused portion of sick leave for their future benefit. Notwithstanding this provision, the maximum amount of sick leave for present employees with an accrual of sick leave days in excess of one hundred and seventy-five (175) days, shall be the number of days accrued as at January 1<sup>st</sup>, 1990, until such time as the number of sick leave days is reduced to one hundred and seventy-five (175) days or less after which time the total number of sick leave days that may be accrued will be a maximum of one hundred and seventy-five (175) days.
- (b) For all Courtenay Recreation Association employees who are transferred to the City of the Courtenay on January 1, 1996 previous sick leave accrual shall be applied as follows:

Employees with less than one (1) years service - fifteen (15) days  
Employees with one (1) to five (5) years service - thirty (30) days  
Employees with five (5) to ten (10) years service - forty (40) days  
Employees with ten (10) to fifteen (15) years service-fifty (50) days  
Employees with fifteen (15) to twenty (20) years service - sixty (60) days

- (c) In the event an employee's status changes from either full-time to part-time, sick leave accrual shall be converted based on number of hours after status change.
- (d) A month of service shall consist of not less than ten (10) days worked.
- (e) Sick leave is defined as a period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workers' Compensation Board. Scheduled non-specialists medical, dental, and other such appointments within the Comox Valley are not considered to be sick leave.

#### 19.02 Proof of Illness

An employee may be required to produce a medical certificate for any day absent due to illness.

#### 19.03 Sick Leave Records

Any employee may be advised on application of the amount of sick leave accrued to their credit.

#### 19.04 Sick Leave Bank

Upon completion of the probationary period, each new employee shall receive a bank of ten (10) days sick leave.

#### 19.05 Sickness or Disability

Sickness or disability resulting from an accident suffered or incurred while engaged in the carrying out of their duties shall not constitute a ground for the discharge of any employee PROVIDED it is possible for such employee, in the opinion of a medical doctor to, upon recovery, carry on duties in the service of the Corporation and if the doctor is of the opinion that they are physically and mentally fit to perform the duties of such position, such employee shall continue in the position held prior to such sickness or accident.

#### 19.06 Notification

Employees will notify their immediate supervisor as soon as possible if they are to be absent due to illness, accidents or other health reasons, and shall also notify their immediate supervisor of the anticipated date of return to work.

#### 19.07 E.I. Premium Reduction Rate

- (a) The employee's share of Employment Insurance Premium reductions, attributable to Union employees, shall be forwarded to the Union within six (6) months of the year end in which the reduction applies.
- (b) Notwithstanding the provisions of Clause 19.01 and 11.02, employees, after three (3) months of continuous employment, shall be entitled to one and three-quarter (1-3/4) days paid sick leave credits for each month of continuous employment prior to the completion of the probationary period.
- (c) Notwithstanding the provisions of Clause 20.01 and 20.08, at least one and two-third (1-2/3) days of paid sick leave credits allowed in a given month be used only in the case of the employee's disability.

#### 19.08 Other Employment

In the event an employee claims sick leave from the Corporation and receives payment from any other source to compensate for wage loss at the Corporation and such payment is received due to an accident unrelated to employment with the Corporation, the employee shall reimburse the Corporation for any such compensation, and shall be credited with an equivalent amount of sick leave entitlement.

### **ARTICLE 20 - LEAVE OF ABSENCE**

#### 20.01 Compassionate Leave

On satisfactory evidence an employee may be granted compassionate leave with pay as follows:

- (a) Up to three (3) days in the case of death of a spouse, child, parent, brother, brother-in-law, sister-in-law, parent-in-law, grandparent,

grandchild, or relative residing with the employee at the time of death.

In the case of death of a spouse, child, or parent, an additional two (2) days shall be granted. The additional two (2) days granted shall be deducted from the employee's sick bank.

- (b) Up to two (2) days, depending on the distance involved, to attend a funeral as a pallbearer.
- (c) In special cases more time may be granted at the discretion of the Corporation.

#### 20.02 Jury Duty

Employees serving jury duty shall sign over jury pay to the Corporation and shall receive from the Corporation in lieu thereof pay at their regular rate for the time for which jury pay applies.

#### 20.03 Witness Duty

Employees subpoenaed to act as witness at a trial shall receive their usual wage subject to the employee signing over witness fees to the Corporation, excepting travelling expenses.

#### 20.04 Time Off for Union Business

- (a) The President and Secretary of the Union or their appointees may, with the approval of the Corporation Administrator, take time off without loss of pay when it is necessary to confer with Corporation Officials regarding Union business. The Union agrees that requests under this Section will be kept to a minimum.
- (b) Union Officers shall not conduct Union business during work hours except as specifically provided in this Agreement. There will be no use of Corporation equipment and premises unless specifically authorized.
- (c) Any members who are required to attend functions on behalf of the Union, may be granted a leave of absence without pay upon application to the Administrator with at least one (1) week's notice. The members will continue to receive their regular pay and the Corporation will invoice the Union for full reimbursement of the employee's charge-out rate.

## 20.05 Maternity Leave

To the employee, the following provisions shall apply, unless legislation is more favourable.

Upon written request, leave of absence without pay and without loss of seniority shall be granted for pregnancy to a maximum of six (6) months. The employee returning to work after maternity leave shall provide the Corporation with at least four (4) week's notice and on return from maternity leave, the employee shall be reinstated in all respects by the Corporation in the position previously occupied by the employee, or in a comparable position and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

### Employment During Pregnancy

The Corporation shall not deny a pregnant employee the right to continue employment during the period of pregnancy when her duties can reasonably be performed. The Corporation may require proof of the employee's capability to perform her normal work through the production of a medical certificate.

### Length of Maternity Leave

Maternity leave shall cover a period of up to six (6) months before or after the birth of a child. Where a doctor's certificate is provided stating that a longer period of maternity leave is required for health reasons, an extension up to a maximum of one (1) additional year shall be allowed providing the employee has a minimum of five (5) years service, and that an employee hired to take over the duties of the employee on leave of absence is considered to be a temporary employee with no seniority rights.

Employees granted such additional leave of absence shall submit written notice of intention to return to work at least two (2) weeks prior to anticipated date of return.

### Seniority Status During Maternity Leave

While on maternity leave an employee shall retain and accumulate her full employment status in connection with the seniority provision.

The services of an employee who is absent from work in accordance with this Clause shall be considered continuous for the purpose of any pension, medical, vacation entitlement or other plan beneficial to the employee, excluding vacation pay, statutory holidays, and sick leave entitlements; and the Corporation shall continue to make payment to the plan in the same manner as if the employee were not absent where:

- (a) the Corporation pays the total cost of the plan, or
- (b) the employee elects to continue to pay her share of the cost of a plan that is paid for jointly by the Corporation and the employee.

#### 20.06 Parental Leave

- (a) An employee, upon written request for parental leave, is entitled to a leave of absence from work, without pay for the period specified in subsection (b).
  - (i) A request under this Section must be made at least four (4) weeks before the day specified in the request as the day on which the employee proposed to commence parental leave; and
  - (ii) be accompanied by a certificate or medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child if a certificate has not been provided, or a letter from an agency that placed the child providing evidence of the adoption of the child.
- (b) The employee is entitled to parental leave for a period of twelve (12) consecutive weeks or a shorter period the employee requests commencing:
  - (i) in the case of a natural mother, immediately following the end of the maternity leave unless the Corporation and the employee agree otherwise; or
  - (ii) in the case of a natural father, following the birth of the child and within the fifty-two (52) week period after the birth date of the newborn child, or
  - (iii) in the case of an adopting mother or father, following the adoption of the child and within the fifty-two (52) week

period after the date the adopted child comes into the actual care and custody of the mother and father.

If the newborn child or adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the mother or father, and it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee is entitled to a further parental leave of absence from work, without pay, for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under the above Clause.

An employee's combined entitlement to a leave of absence from work from maternity and parental leave under this part shall not exceed a total of thirty-eight (38) weeks.

#### 20.07 Special Leave of Absence

- (a) Upon written request, leave of absence without pay may be granted at the discretion of the Corporation, for good and sufficient cause.
- (b) A regular employee granted leave of absence in excess of twenty (20) working days may continue to receive benefits including medical, dental, and group life insurance, provided the employee pays the full premium costs.
- (c) An employee granted special leave exceeding twenty (20) consecutive days shall lose seniority, reduced by the number of days exceeding twenty (20) working days.
- (d) An employee hired to take over the duties of an employee on special leave of absence is considered to be a temporary employee with no seniority rights.

#### 20.08 Personal Emergency Leave

In the case of personal emergency including, but not limited to, a confining or incapacitating illness of a member of the employee's immediate family where no one other than the employee can provide for

the needs of the ill person, the Corporation may grant up to five (5) days leave with pay to be charged against accumulated sick leave.

#### 20.09 Other Employment Prohibited

Unless specifically allowed in writing by the Corporation, employees shall not be permitted leave of absence from the Corporation for the purpose of other employment. Employees contravening this Clause shall be deemed to have resigned their employment on the first day of such employment.

### **ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCE**

#### 21.01 Payment of Wages

- (a) Employees shall be paid every second Friday for the pay period ending the previous Saturday.
- (b) Employees shall execute a form authorizing the Corporation to deposit all payment of wages and allowances to the credit of the employee's account in a bank or credit union.

#### 21.02 Wage Schedule

- (a) It is mutually agreed that the wage rates as outlined in Schedules "A" and "B" attached hereto and forming part of this Agreement constitutes a minimum wage rate which shall be paid to employees of the Corporation of the City of Courtenay and nothing in these Schedules shall prevent the Corporation from increasing the salary or wages above minimum at the Corporation's discretion.
- (b) It is mutually agreed that the wage rates as outlined in Schedule "C" attached hereto and forming part of this Agreement constitutes a minimum wage rate which shall be paid to all Recreation Association employees who are transferred to the City of Courtenay on January 1, 1996.

#### 21.03 Pay on Temporary Transfer, Higher Rated Job

When directed by the Corporation an employee who temporarily relieves in or performs the principle duties of a higher paying position (including the operation of equipment such as, but not limited to, truck driver, backhoe, or 10-foot cut mowers) shall receive the rate for the job for that time. An employee temporarily relieving in or performing the principle

duties of a higher paying position shall receive the rate for the position, and shall qualify for any pay increments based on length of service in the temporary assignment.

When the higher position is outside the bargaining unit, the employee shall be deemed to be covered by all provisions of this Collective Agreement, including Article 5, Check Off of Union dues, during the period of temporary transfer. Temporary transfers shall be for a maximum of six (6) months.

#### 21.04 Tool Allowance

- (a) Mechanics shall receive an additional ten cents (\$0.10) per hour to be paid for the use of tools.
- (b) The Corporation shall pay for replacement of broken or misplaced tools and maintain insurance to a maximum value of ten thousand dollars (\$10,000.00) loss due to fire or theft.

#### 21.05 Special Allowances (Dirty Money)

##### (a) i) Sewer Maintenance

Sanitary sewer maintenance and plugged sewers - an additional one dollar (\$1.00) per hour to be paid as dirty money and the Corporation shall provide rubber hip boots.

##### ii) Pesticide Application

Use of pesticides and herbicides - an additional one dollar (\$1.00) per hour to be paid as dirty money.

##### iii) Working with Hot Asphalt

Working with hot asphalt - an additional one dollar (\$1.00) per hour to be paid as dirty money.

- iv) Employees directed by their supervisor to clean up or deal with potentially hazardous materials that are beyond the normal scope of their work and training shall receive an additional one dollar (\$1.00) per hour for the time spent.

- (b) Employees may opt to receive accumulated special allowances in one (1) lump sum payment on the first (1<sup>st</sup>) payday in December of each year.

Employees must elect at the commencement of the year as to whether or not they wish to exercise this option. Elections for accumulations are irrevocable in the year in which the election is made.

#### 21.06 Qualifications

Where qualifications for any classifications are defined or described and any employee allows the qualification to lapse, or otherwise loses such qualification, the employee shall notify the Corporation at the earliest opportunity. The Corporation shall make every effort to assign alternate employment at the same or lower rate of pay. In the event alternate employment is not available, the employee shall be laid off and placed on the recall list. The notice provision and the right to bump shall not apply.

#### 21.07 Standby Allowance

Employees required to carry a pager on standby duties shall be paid as follows:

- (a) Four (4) hours for statutory holiday.
- (b) Six (6) hours for weekend from end of shift Friday to start of shift Monday morning.
- (c) One (1) hour for work day from end of shift to start of shift next day.

Standby hours may be banked and later taken as time off with pay to a maximum bank of five (5) days in addition to Section 15.02 (e).

#### 21.08 Professional Dues

Where the Corporation requires or the job description for a position requires membership in an organization or association, the Corporation shall pay the fees and dues for such memberships.

## **ARTICLE 22 - SEVERANCE PAY**

22.01 All employees with ten (10) years of continuous employment and retiring under the terms of "The Municipal Superannuation Act" or upon leaving the service of the Corporation through ill health shall receive one (1) day's pay at the then current rate for each day of accumulated sick leave to a maximum of seventy-two (72) days.

Employees leaving the service of the Corporation through ill health and qualifying for severance pay shall produce for the Corporation's satisfaction a medical certificate from a duly qualified practitioner indicating they are unable through health reasons to continue in their position within the Corporation.

In the event of the death of any employee before retirement a gratuity based on the unused balance of sick leave to a maximum of seventy-two (72) days shall be made payable to the beneficiary pursuant to the Life Insurance Policy language.

Employees shall be entitled to an additional one (1) day severance pay per year of service in which the employee used no sick leave accumulation to a maximum of eight (8) days.

## **ARTICLE 23 - NEW OR CHANGED CLASSIFICATIONS**

### 23.01 New Classification

- (a) Any new classifications created by the Corporation shall have the rate of pay set by mutual agreement by the parties of this Agreement. These rates shall be jointly negotiated by both parties prior to the position being filled. In the event of failure to agree, the matter shall be subject to the Grievance Procedure.
- (b) Employees who consider that their position should be reclassified may appeal their classification as per Section 23.01 (a).
- (c) Employees whose position has been reclassified down shall be red circled for so long as they occupy that position.

## **ARTICLE 24 - BENEFITS**

### 24.01 Medical and Extended Health Benefits

- (a) The monthly contributions for the Medical Service Plan and Extended Health Benefits shall be shared by the Corporation and the Union on an eighty/twenty (80/20) basis with the Corporation paying eighty percent (80%) of the cost of the premiums and the employee shall pay twenty percent (20%).
- (b) Effective June 1, 2000, the maximum lifetime extended health care benefits paid to any one (1) person will be increased to unlimited coverage.

### 24.02 Dental Plan

The Corporation agrees to pay eighty percent (80%) and the employee shall pay twenty percent (20%) of the following dental plan monthly premiums:

Plan "A"      Basic dental services.

Plan "B"      Prosthetics, Crowns and Bridges - Plan pays one hundred percent (100%) of approved schedule of fees.

Plan "C"      Orthodontic Plan pays fifty percent (50%) of approved schedule of fees for children and one thousand five hundred dollars (\$1,500.00) lifetime maximum. [As of June 1, 1998, lifetime maximum is two thousand five hundred dollars (\$2,500.00)].

### 24.03 Vision Care Plan

Employees will be provided with a vision care plan with the Corporation paying fifty percent (50%) of the costs of prescription lenses, prescription contact lenses, and frames to a maximum benefit of two hundred and fifty dollars (\$250.00) per family member in a two (2) year period.

In the case of an employee or family member who can demonstrate a specialized condition certified by an eye care specialist, the limit may be increased at the discretion of the Corporation.

#### 24.04 Superannuation

All employees shall be covered by the terms of the "Municipal Superannuation Act" if qualified.

#### 24.05 Supplementation of Compensation Award

- (a) Employees absent from duty due to injuries received while on duty in the employ of the Corporation only, shall receive full salary during such absence for a period not exceeding twelve (12) months for any one (1) accident, PROVIDED HOWEVER THAT:
  - (i) Monies received from Workers' Compensation Board shall be remitted to the Corporation during that period; and
  - (ii) One-quarter (1/4) of a day for each work day absent shall be deducted from accumulated sick leave credits. Should any compensable accident be of a longer duration than twelve (12) months, the following Section shall apply.
- (b) Should any compensable accident be of a longer duration than twelve (12) months, employees covered by this Agreement who are unable to attend work because of a disability resulting from an accident at work shall have their total M.S.A. and group insurance payments paid by the Corporation until said employees return to work or until judged medically unfit to resume their present occupation.
- (c) In the event of sickness of permanent employees or of permanent employees being injured during their employment with the Corporation or of permanent employees being temporarily laid off, the Corporation will continue to pay on behalf of such employee its share of the monthly contributions under the Medical Services Plan, Dental Plan, Extended Health Benefits, and Group Insurance Contract while any such employee is on sick leave, including sick leave allotments from the sick leave bank, and further that the Corporation will continue to pay on behalf of such employee its share of the said contributions for a period of three (3) months immediately following the date of layoff or the date of the expiration of sick leave benefits up to a maximum of three (3) months in any twelve (12) month period, PROVIDED THAT in all cases the employee or Union shall likewise continue the employee contributions under the said contract.

#### 24.06 Group Life Insurance

The Corporation and the Union shall maintain a group insurance plan, with coverage to be double the employee's yearly wage or salary (excluding overtime). The Corporation shall pay eighty percent (80%) of the premiums and the employee shall pay twenty percent (20%).

#### 24.07 Long Term Disability

A long term disability plan shall be provided by the Union with coverage to be two-thirds (2/3) of monthly salary to a maximum of three thousand dollars (\$3,000.00) per month. The Corporation shall pay eighty percent (80%) of the premiums and the employee shall pay twenty percent (20%). In the event the premium rate increases in excess of twenty percent (20%) during the length of this Agreement, the Corporation shall fix its share of the premiums at eighty percent (80%) of one hundred and twenty percent (120%) of the rate in effect at the date of this Agreement.

#### 24.08 Eligibility

All permanent employees working twenty-one (21) hours or more per week on a regular basis will be eligible for receipt of benefits.

#### 24.09 Changes in Benefits

- (a) The Corporation shall not amend the level of benefits (range of services or amounts of coverage) without prior mutual agreement with the Union.
- (b) Notwithstanding the provisions of Section 24.09 (a), employees shall receive benefits in accordance with the terms of the contracts existing from time-to-time between the Corporation and the respective carriers. Where the provisions of this Agreement and the contracts differ, the provisions of the carrier contracts shall prevail.

### **ARTICLE 25 - FIRST AID KITS**

25.01 A fully equipped industrial first aid box shall be kept in City Hall, Filberg Centre, R.C.M.P., Lewis Centre, and City Yard.

## **ARTICLE 26 - TECHNOLOGICAL AND OTHER CHANGES**

### 26.01 Union Notification of Changes

Three (3) months before the introduction of any technological or other changes or methods of operation which affect the rights of employees, conditions of employment, wage rates or work loads, the Corporation shall notify the Union of the proposed change. Any such change shall be made only after the Union and the Corporation have reached an agreement on such change through collective bargaining.

If the Corporation and the Union fail to agree on the results of the change, the matter shall be referred to the Grievance Procedure of this Agreement.

### 26.02 Training Program

In the event that the Corporation should introduce new methods or machines which require new or greater skills that are possessed by employees under the present method of operations, such employees shall, at the expense of the Corporation, be given a maximum period not to exceed one (1) year during which they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in a new position.

### 26.03 Additional Training

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than one (1) year, the additional training time shall be a subject for discussion between the Corporation and the Union.

### 26.04 No New Employees

No additional employees shall be hired by the Corporation until the employees already working shall be notified of the proposed technological changes and allowed a training period to acquire the necessary knowledge or skill for retaining their employment.

### 26.05 Educational Course

On application, the Corporation may, at its discretion, pay the enrolment costs and the cost of books and materials, or a portion of the cost, for

employees enrolled in academic or technical upgrading courses approved by the Corporation. Such payments will be paid as per City of Courtenay Policy #2800.00.04 dated December 21, 1992.

Employees requested to attend courses or seminars by the Corporation shall have all expenses paid and shall continue to receive regular wages while attending.

The Corporation shall give serious consideration to employee requests to attend work-related courses and seminars.

## **ARTICLE 27 - JOB SECURITY**

### 27.01 Contracting Out

- (a) When an employee is sent by the Corporation to perform duties for an outside agency or contractor, they shall be paid by the Corporation the rate in effect which would normally be paid by the agency or contractor so long as the rate is not less than the rate provided for in this Agreement.
- (b) The Corporation agrees wheresoever possible to ensure that any contract let out will be awarded to any agency or contractor who employs recognized Union help.
- (c) The Corporation will not contract out services or work presently performed by its employees which will directly result in a reduction in the work force or hours of work, or loss of pay, or the failure to recall employees on layoff.

## **ARTICLE 28 - GENERAL CONDITIONS**

### 28.01 Union Meetings

It is agreed that the Corporation shall allow the Union the use of the City Hall for Union meetings and also permit the Union to hang their Charter in the Corporation's premises. A notice board will be permitted in the shop upon which notices may be posted. The Union shall pay a rent of one dollar (\$1.00) for each meeting held by the Union.

## 28.02 Clothing

- (a) The Corporation shall supply Mechanics with coveralls including replacement and laundering as required.
- (b) The Corporation shall supply, once each year, one (1) pair of rain gear to each outside employee.
- (c) The Corporation shall supply a boot allowance of eighty dollars (\$80.00) per year to each outside employee and R.C.M.P. Exhibit Clerk for W.C.B. approved boots upon proof of purchase.

## **ARTICLE 29 - PRESENT CONDITIONS AND BENEFITS**

### 29.01 Present Conditions to Continue

Working conditions and concessions presently existing and granted by the Corporation shall continue for the life of this Agreement.

## **ARTICLE 30 - TERM OF AGREEMENT**

- 30.01 This Agreement shall be binding and remain in full force and effect from the 1<sup>st</sup> day of January, 2000 until the 31<sup>st</sup> day of December, 2003 and shall continue from year-to-year thereafter unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.
- 30.02 If negotiations extend beyond the anniversary date of the Agreement, both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.
- 30.03 All revisions to the Collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

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

THE CORPORATE SEAL of the Corporation of the City of Courtenay was hereunto affixed by and in the presence of:

SIGNED by the President and Secretary of the Canadian Union of Public Employees, Local 556:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Unit Vice-President

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

\_\_\_\_\_  
/gn  
opeiu 491  
June 30<sup>th</sup>, 2000

**SCHEDULE 'A'**

**Hourly Wage Rates - January 1, 2000 to December 31, 2003**

		<b><u>JAN. 1</u></b>	<b><u>JAN. 1</u></b>	<b><u>JAN. 1</u></b>	<b><u>JAN. 1</u></b>
		<b><u>2000</u></b>	<b><u>2001</u></b>	<b><u>2002</u></b>	<b><u>2003</u></b>
Clerk	Start	18.73	18.92	19.17	19.36
- Department (ex. P.W.)	After 3 months	20.21	20.41	20.66	20.87
- Finance	After 6 months	20.81	21.02	21.27	21.48
- Administration					
- R.C.M.P.					
Admin. Assist.	Start	21.86	22.08	22.33	22.55
- Finance	After 3 months	22.59	22.82	23.07	23.30
- Administration	After 6 months	23.33	23.56	23.81	24.05
Building Inspector	Start	25.62	25.88	26.13	26.39
	After 3 months	26.99	27.26	27.51	27.79
	After 6 months	28.59	28.88	29.13	29.42
Assistant Building Inspector	Start	24.06	24.30	24.55	24.80
Purchasing Agent/Finance Asst.	After 3 months	25.42	25.67	25.92	26.18
	After 6 months	27.02	27.29	27.54	27.82
Plan Checker	Start	22.49	22.71	22.96	23.19
	After 3 months	23.86	24.10	24.35	24.59
	After 6 months	25.45	25.70	25.95	26.21
Bylaw Enforcement Officer - R.C.M.P.		20.81	21.02	21.27	21.48
Student - City Hall		12.34	12.34	12.34	12.34

## SCHEDULE 'B'

### Hourly Wage Rates - January 1, 2000 to December 31, 2003

		<u>JAN. 1</u> <u>2000</u>	<u>JAN. 1</u> <u>2001</u>	<u>JAN. 1</u> <u>2002</u>	<u>JAN. 1</u> <u>2003</u>
Engineering Technologist	Start	21.83	22.05	22.30	22.52
Public Works Inspector	After 3 month	23.00	23.23	23.48	23.71
	After 6 months	24.40	24.64	24.89	25.14
Engineering Technician	Start	18.73	18.92	19.17	19.36
	After 3 months	20.28	20.48	20.73	20.94
	After 6 months	21.83	22.05	22.30	22.52
Bylaw Enforcement Officer		20.81	21.02	21.27	21.48
Department Clerk (P/W)	Start	18.73	18.92	19.17	19.36
	After 3 months	20.21	20.41	20.66	20.87
	After 6 months	20.81	21.02	21.27	21.48
Working Foreman		25.64	25.90	26.15	26.41
- Water/Sewer					
- Roads					
Parks Foreman					
Mechanic		25.11	25.36	25.61	25.87
Journeyman/Carpenter		25.36	25.61	25.86	26.12
Equipment Operator		23.77	24.01	24.26	24.50
Utilities Maintenance/Mechanic					
Handyman					
Roads #2					
Pipefitter #2					
Gardener III ( <i>see note</i> )					
Parks Utility ( <i>see note</i> )					
Pipefitter #1		22.23	22.45	22.70	22.93
Roads #1					
Painter/Signman					
Gardener II ( <i>see note</i> )					

P.W. Stores Clerk Gardener I ( <i>see note</i> ) Cemetery Worker	21.39	21.60	21.85	22.07
Labourer - Public Works - Parks	20.81	21.02	21.27	21.48
Student - Public Works - Parks Casual Labourer ( <i>see note</i> )	12.34	12.34	12.34	12.34

### *Gardener III*

*Maximum of one (1) employee in this classification. Rate is payable if an employee has a minimum of five (5) years practical experience and a current pesticide certificate. Employee must also possess a diploma or certificate from a recognized university, technical school or completion of an apprenticeship in the horticultural field.*

### *Gardener II*

*After three (3) years service, providing employee has a current pesticide certificate, valid air ticket and a good working knowledge of planting, fertilizing, pruning of trees, shrubs and flowers, and successful completion of a course in horticulture. Employees must be familiar with the operation of all Parks mowing and maintenance equipment and be able to work with limited supervision.*

### *Gardener I*

*After one (1) year in permanent parks labour position. Must have demonstrated interest in horticulture or previous employment in horticultural field.*

### *Parks Utility*

*Maximum of one (1) employee in this classification. Good working knowledge of installation and maintenance of irrigation systems and drainage. Must have successfully completed a recognized backflow prevention course and be able to read and interpret irrigation plans and drainage schematics. Employee must possess air brake ticket and be able to operate all Parks machinery including backhoe trencher, etc. Rate same as Gardener III.*

### *Casual Labourer*

*Being employed on Federal/Provincial Financially Aided Municipal Projects, when mutually agreed to by the Union and the Corporation to sixty percent (60%) of the regular Labourer rate.*

## SCHEDULE 'C'

### Hourly Wage Rates - January 1, 2000 to December 31, 2003

	<b><u>JAN. 1</u></b> <b><u>2000</u></b>	<b><u>JAN. 1</u></b> <b><u>2001</u></b>	<b><u>JAN. 1</u></b> <b><u>2002</u></b>	<b><u>JAN. 1</u></b> <b><u>2003</u></b>
Office Supervisor	19.54	19.74	19.99	20.19
Secretary/Receptionist	17.30	17.47	17.72	17.90
Receptionist	15.89	16.05	16.30	16.46
Office Relief	11.47	11.58	11.83	11.95
Program Assistant	13.58	13.72	13.97	14.11
Nursery School Supervisor	17.93	17.93	17.93	17.93
Nursery School Assistant Supervisor	16.09	16.09	16.09	16.09
Nursery School Assistant	14.06	14.06	14.06	14.06
Custodian/Maintenance I - (deleted position)	21.21	21.42	21.67	21.89
Custodian/Maintenance	18.59	18.78	19.03	19.22
Custodian	14.94	15.09	15.34	15.49
Cleaner	10.00	10.00	10.00	10.00

**LETTER OF AGREEMENT**

**BETWEEN:**

**THE CORPORATION OF THE CITY OF COURTENAY**

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556**

Employment of Students

The parties agree that the use of students shall be governed as follows:

- (1) Students shall be required to provide proof of enrolment at a recognized educational facility.
- (2) Students shall be used for temporary assignments not to exceed six (6) months.
- (3) Other than as provided in Section 6, students shall not be used to replace regular employees or to fill regular positions.
- (4) Students shall be required to join the Union.
- (5) No fringe benefits other than statutory requirements and no accumulation of seniority shall apply.
- (6) Students shall be paid at the rate of twelve dollars and thirty-four cents (\$12.34) per hour. In the event a student is assigned work other than basic clerical or basic labouring duties, the rate of pay for the job shall be paid.
- (7) Provided they are not hired by or employed in the same division as a family member, students may be employed under these provisions.

FOR THE CORPORATION:

FOR THE UNION:

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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE CORPORATION OF THE CITY OF COURTENAY**

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556**

Positions exempt from this Agreement:

- Administrator
- Clerk
- Treasurer
- Director of Operational Services
- Director of Development Services
- Director of Corporate Services
- Director of Community Services
- Planner 1
- Planner 2
- Public Works Manager
- Parks Supervisor
- Executive Assistant
- Fire Chief
- Deputy Fire Chief
- Administrative Assistant to the Fire Chief - Inspections
- Administrative Assistant to the Fire Chief - Administration
- R.C.M.P. Guards
- Confidential Secretary
- Recreation Manager - Lewis
- Recreation Manager - Filberg
- Recreation Programmer - Lewis
- Recreation Programmer - Filberg
- Occasional Program/Activity Instructor

FOR THE CORPORATION:

FOR THE UNION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

