

**AGREEMENT**

**BETWEEN**

**THE CORPORATION OF THE CITY OF COURTENAY**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 556**

**JANUARY 1, 2004**

**TO**

**DECEMBER 31, 2007**

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THIS AGREEMENT made and entered into this            day of            , A.D. 2005.

BETWEEN:

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

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 Employer 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 Employer 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 Labour Relations Code, 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 Employer 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 Employer 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 four (4) representatives of each of the Employer 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) Employer 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) Regular Full-Time Employees

A regular full-time employee is one who is regularly scheduled to work a minimum thirty-five (35) hours per week under Schedule "A" or "C" or forty (40) hours per week under Schedule "B" in positions which are approved for an indefinite period of time. 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) Regular Part-Time Employees

A regular part-time employee is one who is regularly scheduled to work less than thirty-five (35) hours per week under Schedule "A" or "C" or less than forty (40) hours per week under Schedule "B" in positions which are approved for an indefinite period of time. These employees shall be entitled to all rights of this Agreement on the first (1<sup>st</sup>) day of employment and all applicable benefits upon successful completion of the probationary period in accordance with Clause 24.01.

Regular part-time employees who are not eligible for the benefit provisions under Article 24 because they work less than twenty-one (21) hours per week, shall receive four percent (4%) of their gross wages in lieu of benefits. These employees shall also be entitled to statutory holiday, vacation, and sick leave entitlements on a pro-rated basis in accordance with Articles 17, 18, and 19.

### (c) Regular Seasonal Employee

A regular seasonal employee is one who is hired to work regular full-time hours for a definite and limited period of time less than twelve (12) months but at least eight (8) months in any twelve (12) month period in accordance with the employment terms outlined in the attached Letter of Understanding. In order to maintain the status of a regular seasonal employee, the employee's name must remain on the rehire list to return to employment from year to year.

(d) 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 ten percent (10%) of their gross wages in lieu of vacation entitlement, statutory holiday entitlement, and benefits.

(e) Relief Employee

A relief employee is someone other than an existing 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 ten percent (10%) of their gross wages in lieu of vacation entitlement, statutory holiday entitlement, and benefits. If a relief appointment is anticipated to exceed four (4) continuous months, it shall be posted as a temporary position.

**ARTICLE 3 - NO DISCRIMINATION**

3.01 There shall be no discrimination or coercion by the Employer 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, disability, 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 Employer shall forthwith terminate their employment.

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

- 5.01 The Employer 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 Employer 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 EMPLOYER & UNION SHALL AQUAINT NEW EMPLOYEES**

### 6.01 New Employees

The Employer 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 Employer 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 Employer reserves the right to require employees to produce a certificate of medical fitness. The Employer 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 Employer 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 manner provided under this Article:

8.02 Procedure

- (a) Step 1: Within ten (10) working days from the incident prompting the grievance, the employee shall, with their Shop Steward present, discuss the matter with their immediate non-bargaining unit Supervisor.
- (b) Step 2: If no settlement is reached at Step 1, the aggrieved employee shall, through their Union, submit the grievance in writing to their Department Head, within five (5) working days of the discussion at Step 1. The Department Head shall meet with the

grievor and the Union within five (5) working days of the receipt of the grievance, in an attempt to reach a satisfactory settlement.

- (c) Step 3: If no settlement is reached at Step 2, a meeting shall be arranged between the Union and the Chief Administrative Officer, within ten (10) working days of the last meeting at Step 2.
- (d) Step 4: If no settlement is reached through the foregoing procedures, the grievance may be referred to an Arbitration Board. The party referring the matter to Arbitration shall give notice to the other party in writing, together with the name of its representative on the Arbitration Board, within ten (10) working days of the last meeting held at Step 3.

#### 8.03 Extension of Time Limits

The Union and the Employer may, by mutual agreement expressed in writing, extend the time limits mentioned above provided such extension is requested prior to the expiry of the time allowed.

#### 8.04 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 receiving the notice, referred to in 8.02 (d) Step 4 shall, within five (5) days thereafter, appoint a nominee for the Board and notify the other party of its appointment.
- (b) The two (2) nominees so appointed shall confer to select a third person to be Chairperson. Where the parties are unable to agree on a Chairperson within ten (10) working days from the second nominee being appointed, then either of them may apply to the Minister of Labour to appoint a Chairperson.

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. This 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 Employer 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 Employer's support for such action(s).
- (b) The Union agrees that contemplated action(s) shall be discussed with the Employer 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 Employer 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) referred to in 8.02 (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 Employer.
- (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 Employer recognizes the principle of seniority. Seniority shall be based on length of regular service with the Employer.
- (b) All regular full-time, part-time and seasonal employees shall be entitled to seniority and to exercise it upon the successful completion of their probationary period in accordance with Articles 12 and 13.
- (c) Regular employee's seniority date will be based on start of regular service employment date.
- (d) Regular part-time and regular seasonal employee's seniority date will be pro-rated based on number of hours worked.

### 11.02 Federal-Provincial Aided Projects

For all individuals specifically hired as employees by the Employer 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 Employer 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 Posting Positions and Filling Vacancies

- (a) Within one (1) week of the Employer determining that a vacancy exists, which shall include resignation or termination of an incumbent, or the creation of a new position, the Employer 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.
- (b) If the position is filled internally, it shall be filled within three (3) weeks of expiration of the posting period.

- (c) The posting provision referred to in 12.01 (a) will apply to all vacancies or new positions that are regular status, casual or relief positions of four (4) continuous months or more of full-time hours, and any casual positions that become regular status.
- (d) Regular employees shall receive first consideration for a job posting over casual, relief and external applicants.
- (e) No outside advertisement for additional employees shall be made until employees have had a full opportunity to apply.
- (f) Information in Postings

Such notice referred to in 12.01 (a) 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.

#### 12.02 Promotions and Transfers

- (a) Demotions, promotions, and transfers affecting non-supervisory employees shall be based on seniority, providing always the employee has the required ability and qualifications necessary for the position.
- (b) The selection of supervisory employees shall be entirely a matter for the Employer's decision, but in making the selection of supervisory employees, qualifications and ability being relatively equal, seniority shall be given first consideration.

#### 12.03 Transfers Within the Same Classification

If a position becomes vacant, an employee of the same department and classification as the vacant position may be transferred into the vacant position without it being posted. The position subsequently becoming vacant would be posted and filled in accordance with 12.01.

#### 12.04 Probationary Period

- (a) The probationary period shall be for the purpose of determining a person's suitability for continued employment with the Employer.
- (b) A newly hired regular full-time or regular seasonal employee shall serve a probationary period during the first continuous four (4) months of employment.
- (c) A newly hired regular part-time employee shall serve a probationary period of six hundred (600) hours for Schedule "A" and "C" employees, and six hundred and eighty-eight (688) hours for Schedule "B" employees.
- (d) The probationary period may be extended by mutual agreement for an additional two (2) months in the case of full-time positions or equivalent hours in the case of part-time positions.

#### 12.05 Trial Period

- (a) Regular employees promoted or transferred shall be given up to ninety (90) working days in which to prove suitable for the position.
- (b) In the event the successful candidate proves unsatisfactory in the position during the trial period, or if the employee is unwilling to continue to perform the duties of the new position, they shall be returned to their former position, or other position within the same classification, at the wage or salary they previously earned in the former position, plus any increments to which they would have been entitled had they not been promoted or transferred. In the event an employee returns to their former position, all other employees who changed job positions shall also move back to their former job positions, or other positions within the same classifications and salaries they occupied previously.

### **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 Employer 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 Employer 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 Employer 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 Employer, layoffs and recalls will be first determined by division seniority and second by department 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 Employer 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 Employer 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 Employer, 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 eighteen (18) months.

#### 13.06 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

13.07 Notwithstanding all other provisions of Article 13, regular seasonal employees shall not have the right to displace a less senior employee during their annual temporary layoff period unless the layoff is permanent.

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

#### 14.01 Schedule "B" Employees

- (a) The regular full-time working day of all staff listed on Schedule "B" 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.
- (b) The regular working week for Schedule "B" employees shall consist of five (5) working days, Monday to Friday inclusive.
- (c) In cases of emergency, such employees may be put on an eight and one-half (8-1/2) hour shift including an unpaid lunch period of one-half (1/2) hour, other than the regular working day provided they are given twelve (12) hours notice of such change. If an eight (8) hour rest period is not allowed between shifts, overtime rates will apply. There will be no split shifts.

- (d) The regular full-time working day for the Bylaw Enforcement Officer shall consist of eight and one-half (8-1/2) hours including an unpaid lunch period of one-half (1/2) hour. The starting time and the actual days each week shall be set by mutual agreement to ensure the most efficient operation.
- (e) The regular full-time working day for employees carrying out street sweeping operations shall consist of eight and one-half (8-1/2) hours between 5:00 a.m. and 3:00 p.m. including an unpaid lunch period of one-half (1/2) hour. The regular working week shall consist of five (5) working days, Monday to Friday inclusive.
- (f) During each calendar year for the period beginning the first Monday following the start of Pacific Daylight Savings and ending the first Monday following the return to Pacific Standard Time, the work week for Parks employees may include Saturday or Sunday or both. 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.

#### 14.02 Schedule "A" Employees

- (a) The regular full-time working day of all staff listed on Schedule "A" attached hereto and forming part of this Agreement, except for the RCMP Watch Clerk, 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. There will be no split shifts.
- (b) The regular full-time working day for the RCMP Watch Clerks shall consist of eight and one-half (8-1/2) hours including an unpaid one (1) hour meal break. Regular working days shall include all days of the week with no overtime paid during the following shifts:
  - (i) 8:30 a.m. to 5:00 p.m. Sunday through Saturday.
  - (ii) 5:00 p.m. to 1:30 a.m. Sunday through Thursday.

The work cycle shall consist of six (6) days: two (2) day shifts, two (2) afternoon shifts, and two (2) days off. A shift differential of sixty cents (\$0.60) per hour will be paid for all hours worked on the afternoon shift.

#### 14.03 Schedule "C" Employees

The regular full-time working day of all employees 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 10:00 p.m.  
Monday to Friday  
Monday to Sunday (part-time and casual employees)

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 Employer and the Union.

#### 14.04 Alternate Work Week

The Employer 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 Employer's control including unsuitable weather conditions.
- (b) two (2) hours at the regular wage where the employee is involved in training, staff meetings and related replacement work, or has reported to work but did not start work.

- (c) three and one-half (3-1/2) hours at the regular wage where the employees are working under the classifications of "Nursery School Supervisor, Nursery School Assistant Supervisor, and Nursery School Assistant".
- (d) two and one-half (2-1/2) hours at the regular wage where the employees are working under the classifications of "Cleaner" to carry out cleaning duties other than at the Filberg Centre, Lewis Centre and Lewis Park public washroom building. The Employer agrees to make their best effort to schedule "Cleaners" for a minimum of four (4) hours.

Notwithstanding these provisions, minimum hours do not apply in the following circumstances:

- (i) the employee is unfit to work,
- (ii) the employee fails to comply with the Occupational Health and Safety Regulations of the Workers' Compensation Board.

## **ARTICLE 15 - OVERTIME**

### 15.01 Definition of Overtime

Overtime shall be defined as all hours worked in excess of the regular work hours as defined in Article 14.

### 15.02 Schedule "A" Employees

- (a) Overtime to be worked only when authorized by the Employer. With the exception of the RCMP Support Staff, who may work overtime when authorized by RCMP Management.
- (b) Schedule "A" employees shall be paid overtime at:
  - (i) time and one-half (1-1/2) of the regular rate of pay for the first four (4) hours overtime worked, and double time (2) thereafter.
  - (ii) Sundays shall be paid at double time (2), except in the cases where Sundays are part of the regular work week.
- (c) Schedule "A" employees will receive either payment of overtime worked or time off in lieu. Such employees must decide which they



prefer at the commencement of the year. Time off in lieu is subject to a maximum of five (5) days and must be taken at a time approved by the Employer. All other overtime hours will be paid out.

- (d) The LAN Administrator who is called to attend the RCMP station after hours will be paid call-out time for a minimum of two (2) hours at the applicable overtime rates. The LAN Administrator shall be supplied with a cell phone at the Employer's expense and may be contacted after hours, in cases of emergency.

### 15.03 Schedule "B" Employees

- (a) Except as provided in Section 15.02 (d), Schedule "B" employees working overtime between 8:00 a.m. and 9:00 p.m., shall be paid overtime at the rate of time and one-half (1-1/2) for the first three (3) hours in any day and double time (2) thereafter. All overtime between 9:00 p.m. and 8:00 a.m., will be paid at double time (2).

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 on:
  - (i) Sundays shall be at double (2) the regular rate.
  - (ii) Statutory Holidays shall be double (2) the regular rate, unless Saturday and Sunday is part of the employee's regular work week, pursuant to 14.01.
- (d) If overtime begins more than four (4) hours prior to regular starting time, double time (2) to be paid for all hours worked, from the time the employee commences until the time they finish.
- (e) Time off in Lieu of Overtime Worked

Employees will receive either payment of overtime worked or time off in lieu. Such employees must decide which they prefer at the commencement of the year. Time off in lieu is subject to a maximum of five (5) days and must be taken in the year following the year in which the overtime accrued and to be taken at a time approved by the Employer. All other overtime hours will be paid

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

#### 15.04 Schedule "C" Employees

Overtime is to be worked only when authorized by the Employer. Overtime shall apply as follows:

- (a) Office Staff (Filberg and Lewis) shall be paid the following overtime rates:
  - (i) time and one-half (1-1/2) of the regular rate of pay for the first four (4) hours overtime worked, and double time (2) thereafter.
  - (ii) Sundays shall be paid at double time (2), except in the cases where Sundays are part of the regular work week.
- (b) Operations Staff shall be paid overtime at time and one-half (1-1/2) of the rate of pay for the first four (4) hours and double time (2) thereafter; and pursuant to 15.03 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) Schedule "C" employees will receive either payment of overtime worked or time off in lieu. Such employees must decide which they prefer at the commencement of the year. Time off in lieu is subject to a maximum of five (5) days and must be taken at a time approved by the Employer. All other overtime hours will be paid out.

### **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 Eligibility

Provisions under this Article shall apply to:

- (a) Regular full-time employees
- (b) Regular seasonal employees who are actively at work on a full-time weekly basis
- (c) Regular part-time employees provided such employees have worked or earned wages on fifteen (15) of the thirty (30) days immediately before the statutory holiday.

### 17.02 List of Statutory Holidays

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
B.C. Day	

The above list and any proclaimed Federal, Provincial, or Civic holiday shall be holidays to all eligible employees. Employees shall be paid a day's wages for each of the noted holidays. This provision shall not apply when an 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 will be declared a holiday by the Employer in lieu thereof.

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

### 17.03 Statutory Holiday Pay

- (a) Statutory Holiday Pay shall be computed at the wage rate the employee is then receiving.
- (b) Part-time employees shall receive their entitlements on a pro-rated basis based on the average number of hours worked per day in the thirty (30) day period prior to the holidays.

17.04 Statutory Holidays on Scheduled Day Off

When any of the above noted statutory holidays fall on an employee's schedule day off, the employee shall receive a day's pay or another day off with pay at a time mutually agreed by the Employer and the employee.

17.05 Pay for Work on Statutory Holidays

- (a) An employee who is scheduled to work on a statutory holiday shall be paid at the rate of one and one-half (1-1/2) times the regular rate.
- (b) In the case of Christmas or New Year's Day, the rate of pay shall be double time (2).
- (c) In the event an employee works overtime or is called in on a statutory holiday, the applicable rates shall be double time (2) and double time and one-half (2-1/2) respectively.
- (d) Any employee who works on a statutory holiday shall, in addition to the pay referred to in 17.05, receive another day off with regular pay. Such time to be agreed to by the Employer.

17.06 Special and Statutory Holidays Falling During Annual Vacation

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

**ARTICLE 18 - VACATIONS**

18.01 Vacations

- (a) Except as hereinafter provided, the provisions of Part 7 of the Employment Standards Act shall apply for the purposes of annual vacations under this Agreement.
- (b) Regular full-time, regular seasonal, and regular part-time employees shall earn annual vacation on the basis of each calendar year.

(c) Calendar Year

For the purposes of this Article, Calendar Year shall mean the twelve (12) month period from January 1<sup>st</sup> to December 31<sup>st</sup> in each year.

Continuous Service shall mean the period commencing with the date of hire.

(d) Pro-rated Adjustment

The annual vacation entitlements earned in accordance with Clause 18.02 shall be adjusted in those calendar years when an employee's service reaches the first (1<sup>st</sup>), fifth (5<sup>th</sup>), thirteenth (13<sup>th</sup>), and eighteenth (18<sup>th</sup>) year. In those years the extra vacation entitlement may only be taken after the employee's anniversary date.

18.02 Length of Vacation

(a) Regular employees after the completion of:

- (i) One (1) year continuous service shall receive three (3) weeks vacation with pay annually.
- (ii) Five (5) years continuous service shall receive four (4) weeks vacation with pay annually.
- (iii) Thirteen (13) years continuous service shall receive five (5) weeks vacation with pay annually.
- (iv) Eighteen (18) years continuous service shall receive six (6) weeks vacation with pay annually.

(b) An employee may after six (6) months initial service take one (1) of the three (3) weeks vacation referred to in 18.02 (a) (i) with pay during the remainder of their first year of employment.

(c) Regular part-time and regular seasonal employees' vacation entitlement shall be pro-rated based on the number of straight time hours worked in the previous year.

18.03 Vacation Pay

The amount of pay for the annual vacation given to a regular 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.

18.04 Workers' Compensation

Any time lost while on Workers' Compensation as a result of an accident while in the employ of the Employer shall be included, for a maximum of one (1) year, as though they were days worked for the purposes of the vacation pay.

18.05 Vacation Scheduling

Except as provided in 18.06, all vacation must be taken no later than the calendar year immediately following that in which it is earned and at a time which will be subject to the approval of the non-bargaining unit Supervisor.

18.06 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 Sick Leave Plan

(a) Eligibility

Provisions under this Article shall apply to the following employees upon completion of three (3) months of continuous service:

- (i) Regular full-time employees
- (ii) Regular part-time employees
- (iii) Regular seasonal employees

(b) Definition of Sick Leave

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. Scheduled non-specialists medical, dental, and other

such appointments within the Comox Valley are not considered to be sick leave.

(c) Sick Leave Bank

- (i) Employees shall be entitled to accumulate sick leave credits on the basis of one and three-quarters (1-3/4) working days per month of service. A month of service shall consist of not less than ten (10) days worked. Service is calculated from the beginning of the start date as a regular employee.
- (ii) Maximum accrual shall be one hundred and seventy-five (175) days of the unused portion of sick leave for their future benefit (for employees hired prior to January 1, 2004) and one hundred and forty (140) days of the unused portion of sick leave for their future benefit (for employees hired after December 31, 2003).
- (iii) 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.
- (iv) Regular part-time employees will have their sick leave entitlements pro-rated as a percentage based on the number of hours worked in the last month.

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 that an investigation does not prove employee's gross negligence and that it is possible for such employee, in the opinion of a medical doctor to, upon recovery, carry on duties in the service of the Employer 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 20.02 and 20.09, 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 illness or injury.

#### 19.08 Other Employment

If an employee receives injuries from an accident unrelated to employment with the Employer, and receives payment from any other source to compensate for wage loss, the employee shall reimburse the Employer for any sick leave payments they received and shall be credited with an equivalent amount of sick leave entitlement.



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

### 20.01 Eligibility

Provisions under this Article involving paid leaves shall apply to the following employees only, except where otherwise stated:

- (a) Regular full-time employees
- (b) Regular part-time employees
- (c) Regular seasonal employees

### 20.02 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, sister, brother-in-law, sister-in-law, parent-in-law, grandparent, grandchild, or relative residing with the employee at the time of death.
- (b) In the case of death of a spouse, child, or parent, an employee shall be granted an additional two (2) days from the employee's sick bank.
- (c) Up to two (2) days, depending on the distance involved, to attend a funeral as a pallbearer.
- (d) In special cases more time may be granted at the discretion of the Employer.
- (e) In addition to the regular employees listed in 20.01, relief employees will also be eligible for compassionate leave during their period of employment.

### 20.03 Jury Duty

Employees serving jury duty shall receive their usual wage subject to their signing over jury duty pay, minus traveling expenses, to the Employer.

#### 20.04 Witness Duty

Employees subpoenaed to act as witness at a trial shall receive their usual wage subject to their signing over witness fees, minus traveling expenses, to the Employer.

#### 20.05 Time Off for Union Business

- (a) The President and Secretary of the Union or their appointees may, with the approval of the Administrator, take time off without loss of pay when it is necessary to confer with the Employer. 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 Employer 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 Employer will invoice the Union for full reimbursement of the employee's charge-out rate.

#### 20.06 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 Employer with at least four (4) week's notice and on return from maternity leave, the employee shall be reinstated in all respects by the Employer 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 Employer shall not deny a pregnant employee the right to continue employment during the period of pregnancy when her duties can

reasonably be performed. The Employer 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 relief 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 Employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:

- (a) the Employer 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 Employer and the employee.

#### 20.07 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 20.07 (b).
  - (i) A request 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 birth certificate or medical practitioner's certificate or other evidence stating the date of birth of the child or the probable date of birth of the child if a birth 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 Employer 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 for maternity and parental leave under this part shall not exceed a total of thirty-eight (38) weeks.

#### 20.08 Special Leave of Absence

- (a) Upon written request, leave of absence without pay may be granted at the discretion of the Employer, for good and sufficient cause. The Employer's approval will not be unreasonably withheld and their reasons will be in writing.
- (b) An employee granted special leave exceeding twenty (20) consecutive days shall lose seniority, reduced by the number of days exceeding twenty (20) working days.
- (c) An employee hired to take over the duties of an employee on special leave of absence is considered to be a relief employee with no seniority rights.

#### 20.09 Family Responsibility Leave

An employee may be granted up to five (5) days of paid leave to be deducted from the employee's sick bank, during each calendar year to meet responsibilities related to:

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

Approval of family responsibility leave is subject to the satisfactory proof of its necessity.

#### 20.10 Other Employment Prohibited

Unless specifically allowed in writing by the Employer, employees shall not be permitted leave of absence from the Employer 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 ALLOWANCES**

#### 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 Employer 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

It is mutually agreed that the wage rates as outlined in Schedules "A", "B", and "C" attached hereto and forming part of this Agreement constitutes a minimum wage rate which shall be paid to employees of the Employer and nothing in these Schedules shall prevent the Employer from increasing the salary or wages above minimum at the Employer's discretion.

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

When directed by the Employer an employee who temporarily relieves in or performs the duties of a higher paying position shall receive the rate for the job for that time. An employee temporarily relieving in or performing the 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) Those employees working in the classifications of Mechanic, Electrician and Carpenter shall receive an additional ten cents (\$0.10) per hour to be paid for the use of their personally-owned tools.
- (b) The Employer shall pay for replacement of broken or misplaced tools and maintain insurance to a maximum value of ten thousand dollars (\$10,000.00) per qualified tradesperson to cover the loss of employees' tool inventories due to fire, theft or vandalism.
- (c) To be eligible for the insurance coverage, each affected employee shall, on an annual basis, provide the Employer with a list of tools that are retained at the workplace.

## 21.05 Special Allowances

(a) (i) Sewer Maintenance

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

(ii) Pesticide Application

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

(iii) Working with Hot Asphalt

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

(iv) Employees directed by their supervisor to clean up or deal with potentially hazardous materials that are beyond the normal scope of their work 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 Employer at the earliest opportunity. The Employer 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) Two (2) hours for workday (Monday to Thursday) 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 15.03 (e).

#### 21.08 Professional Dues

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

#### 21.09 Overpayment on Termination

On termination of employment, any overpayment owing to the Employer will be deducted from the employee's final pay; and without limiting the generality of the foregoing such matter may include wages or other payments in advance for Workers' Compensation Board claims, vacation leave, travel expenses, etc.

### **ARTICLE 22 - SEVERANCE PAY**

22.01 All employees with ten (10) years of continuous employment and retiring under the terms of "The Municipal Pension Plan" or upon leaving the service of the Employer 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 Employer through ill health and qualifying for severance pay shall produce for the Employer's satisfaction a medical certificate from a duly qualified practitioner indicating they are unable through health reasons to continue in their position within the Employer.



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 Employer 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 Eligibility

Upon successful completion of their probationary period, the following employees will be eligible for benefit provisions under this Article, except where stated otherwise:

- (a) Regular full-time employees
- (b) Regular part-time employees working twenty-one (21) hours or more per week on a regular basis
- (c) Regular seasonal employees

#### 24.02 Medical and Extended Health Benefits

- (a) The monthly contributions for the Medical Service Plan and Extended Health Benefits shall be shared by the Employer and the Union on an eighty/twenty (80/20) basis with the Employer paying eighty percent (80%) of the cost of the premiums and the employee shall pay twenty percent (20%). Effective January 1, 2005, the monthly contributions for the Medical Service Plan and Extended Health Benefits shall be paid one hundred percent (100%) by the Employer.
- (b) Effective June 1, 2000, the maximum lifetime extended health care benefits paid to any one (1) person will be increased to unlimited coverage.

#### 24.03 Dental Plan

The Employer agrees to pay eighty percent (80%) and the employee shall pay twenty percent (20%) of the following dental plan monthly premiums. Effective January 1, 2005, the Employer agrees to pay one hundred percent (100%) 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 up to a two thousand five hundred dollars (\$2,500.00) lifetime maximum.

#### 24.04 Vision Care Plan

Employees will be provided with a vision care plan with the Employer 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 Employer.

#### 24.05 Municipal Pension Plan

The Municipal Pension Plan rules, made under the Municipal Pension Plan Joint Trust Agreement pursuant to the authority of the Public Sector Pension Plans Act, apply to the Employer and all eligible employees under the Municipal Pension Plan.

#### 24.06 Supplementation of Workers' Compensation Award

- (a) Any employee absent from duty due to injury received while on duty in the employ of the Employer only, shall receive full salary during such absence for a period not exceeding twelve (12) months for any one (1) accident, providing that:
  - (i) Monies received from Workers' Compensation Board shall be remitted to the Employer during that period and the resulting short-fall from the full salary paid shall be deducted from accumulated sick leave credits; and
  - (ii) the employee has accumulated sick leave credits.
- (b) In the event an employee has depleted their accumulated sick leave credits, the employee will receive compensation directly from Workers' Compensation Board and the Employer will collect the employee's portion of the benefit premiums through monthly billings.

#### 24.07 Group Life Insurance

The Employer and the Union shall maintain a group insurance plan, with coverage to be double (2) the employee's yearly wage or salary (excluding overtime). Effective January 1, 2005, the Employer shall pay one hundred percent (100%) of the premiums.

#### 24.08 Long Term Disability

- (a) Regular full-time and regular part-time employees are eligible for long term disability benefits.
- (b) A long term disability plan shall be provided with coverage to be two-thirds (2/3) of monthly salary to a maximum of three thousand dollars (\$3,000.00) per month. Effective January 1, 2005, the employee shall pay one hundred percent (100%) of the premiums.

#### 24.09 Maintenance of Benefit Coverage

- (a) In the event of absence of a regular employee due to sickness or injury, the Employer will continue to pay, on behalf of the employee, its share of the monthly contributions, including sick leave allotments from the sick leave bank, under the Medical Services Plan, Dental Plan, Extended Health Benefits, and Group Insurance Contract. Employees injured while working for another employer are excluded from this benefit.
- (b) The Employer 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 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.
- (c) A regular employee who is eligible for Workers' Compensation Board benefits for a longer duration than twelve (12) months, and is unable to attend work because of a disability resulting from an accident at work for the Employer, shall have their total M.S.P. and group insurance payments paid by the Employer until said employee returns to work or until judged medically unfit to resume their present occupation.
- (d) Regular employees on temporary layoff or special leave of absence shall continue to maintain their benefit coverage where required by the benefit carrier, and may continue all other benefits where allowable by the carrier on the following basis:
  - (i) The premiums for the first month will be paid on the usual cost shared basis between the Employer and the employee.
  - (ii) The premiums for subsequent months to a maximum of one (1) year shall be paid one hundred percent (100%) by the employee.
  - (iii) Regular seasonal employees shall pay one hundred percent (100%) of the premiums due for the duration of their temporary layoff period and such premiums shall be collected over the eight (8) month period of employment.

#### 24.10 Changes in Benefits

- (a) The Employer 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 24.10 (a), employees shall receive benefits in accordance with the terms of the contracts existing from time-to-time between the Employer 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 Employer shall notify the Union of the proposed change. Any such change shall be made only after the Union and the Employer have reached an agreement on such change through collective bargaining.

If the Employer 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 Employer should introduce new methods or machines which require new or greater skills than those possessed by employees under the present method of operations, such employees shall, at the expense of the Employer, 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 Employer and the Union.

#### 26.04 No New Employees

No additional employees shall be hired by the Employer 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 Employer 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 Employer. 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 Employer shall have all expenses paid and shall continue to receive regular wages while attending.

The Employer 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 Employer to perform duties for an outside agency or contractor, they shall be paid by the Employer 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 Employer 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 Employer 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 Employer shall allow the Union the use of the Employer's meeting facilities for Union meetings and also permit the Union to hang their Charter in the Employer's premises. A notice board will be permitted in the workplace 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 Employer shall supply Mechanics with coveralls including replacement and laundering as required.
- (b) The Employer shall supply, once each year, one (1) pair of rain gear to each outside employee.
- (c) The Employer shall supply up to eighty dollars (\$80.00) per year upon proof of purchase of CSA approved safety boots, to each regular employee who is required by the Employer to wear protective footwear.

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

### 29.01 Present Conditions to Continue

Working conditions and concessions presently existing and granted by the Employer 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, 2004 until the 31<sup>st</sup> day of December, 2007 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 Employer 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 Employer 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 Administrator

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

/gn  
cope 491  
March 3, 2005



**SCHEDULE 'A'**

**Hourly Wage Rates - January 1, 2004 to December 31, 2007**

		<b><u>JAN. 1</u></b> <b><u>2004</u></b>	<b><u>JAN. 1</u></b> <b><u>2005</u></b>	<b><u>JAN. 1</u></b> <b><u>2006</u></b>	<b><u>JAN. 1</u></b> <b><u>2007</u></b>
Clerk	Start	19.75	20.15	20.55	20.96
- Department (ex. P.W.)	After 3 months	21.29	21.72	22.15	22.59
- Finance	After 6 months	21.91	22.35	22.80	23.26
- Administration					
- R.C.M.P.					
Admin. Assist.	Start	23.00	23.46	23.93	24.41
- Finance	After 3 months	23.77	24.25	24.74	25.24
- Administration	After 6 months	24.53	25.02	25.52	26.03
Building Services Supervisor		31.81	32.45	33.10	33.76
Building Inspector 3	Start	26.92	27.46	28.01	28.57
	After 3 months	28.35	28.92	29.50	30.09
	After 6 months	30.01	30.61	31.22	31.84
Building Inspector 2	Start	26.11	26.63	27.16	27.70
	After 3 months	27.64	28.19	28.75	29.33
	After 6 months	29.19	29.77	30.37	30.98
Building Inspector 1	Start	25.30	25.81	26.33	26.86
Purchasing Agent/Finance Asst.	After 3 months	26.70	27.23	27.78	28.34
	After 6 months	28.38	28.95	29.53	30.12
Plan Checker	Start	23.65	24.12	24.60	25.09
	After 3 months	25.08	25.58	26.09	26.61
	After 6 months	26.73	27.27	27.82	28.38
Computer Technician	Start	21.38	21.81	22.25	22.70
RCMP LAN Administrator	After 3 months	22.53	22.98	23.44	23.91
	After 6 months	23.23	23.70	24.17	24.65
RCMP Detachment Reader/ Records Supervisor	Start	23.00	23.46	23.93	24.41
	After 3 months	23.77	24.25	24.74	25.24
	After 6 months	24.53	25.02	25.52	26.03

Bylaw Enforcement Officer - R.C.M.P. RCMP Court Liaison Officer RCMP Watch Clerk	21.91	22.35	22.80	23.26
Student - City Hall	12.59	12.84	13.10	13.36

## SCHEDULE 'B'

### Hourly Wage Rates - January 1, 2004 to December 31, 2007

		<u>JAN. 1</u> <u>2004</u>	<u>JAN. 1</u> <u>2005</u>	<u>JAN. 1</u> <u>2006</u>	<u>JAN. 1</u> <u>2007</u>
Engineering Technologist	Start	22.97	23.43	23.90	24.38
Public Works Inspector	After 3 month	24.18	24.66	25.15	25.65
	After 6 months	25.64	26.15	26.67	27.20
Engineering Technician	Start	19.75	20.15	20.55	20.96
	After 3 months	21.36	21.79	22.23	22.68
	After 6 months	22.97	23.43	23.90	24.38
Bylaw Enforcement Officer		21.91	22.35	22.80	23.26
Department Clerk (P/W) 2	Start	19.75	20.15	20.55	20.96
	After 3 months	21.29	21.72	22.15	22.59
	After 6 months	21.91	22.35	22.80	23.26
Department Clerk (P/W) 1	Start	17.84	18.20	18.56	18.93
	After 3 months	19.19	19.57	19.96	20.36
	After 6 months	19.75	20.15	20.55	20.96
Working Foreman		26.94	27.48	28.03	28.59
- Water/Sewer					
- Roads					
- Parks					
Journeyman Mechanic		26.39	26.92	27.46	28.01
Journeyman Electrician					
Journeyman Carpenter					
Equipment Operator		24.99	25.49	26.00	26.52
Handyman					
Roads #2					
Pipefitter #2					
Utilities Maintenance Water 2					
Utilities Maintenance Sewer 2					
Gardener 3 - Horticulture ( <i>see note</i> )					
Gardener 3 - Sports Turf ( <i>see note</i> )					
Parks Utility 3 ( <i>see note</i> )					

Pipefitter #1	23.39	23.86	24.34	24.83
Roads #1				
Painter/Signman				
Utilities Maintenance Sewer 1				
Utilities Maintenance Water 1				
Gardener 2 - Horticulture				
Gardener 2 - Sports Turf				
Parks Utility 2				
P.W. Stores Clerk	22.51	22.96	23.42	23.89
Gardener I - Horticulture				
Gardener 1 - Sports Turf				
Parks Utility 1				
Seasonal Gardener 1				
Cemetery Worker				
Labourer	21.91	22.35	22.80	23.26
- Public Works				
- Parks				
Student	12.59	12.84	13.10	13.36
- Public Works				
- Parks				

*NOTE: Gardener 3 - Horticulture; Gardener 3 - Sports Turf; Parks Utility 3: Maximum of one (1) employee in each of these classifications.*

## SCHEDULE 'C'

### Hourly Wage Rates - January 1, 2004 to December 31, 2007

	<u>JAN. 1 2004</u>	<u>JAN. 1 2005</u>	<u>JAN. 1 2006</u>	<u>JAN. 1 2007</u>	<u>JULY 1 2007</u>
Office Supervisor	21.10	22.34	23.57	24.80	26.03
Receptionist 3	18.77	19.89	21.01	22.13	23.25
Receptionist 2	17.30	18.54	19.78	21.02	22.26
Receptionist 1	12.70	14.54	16.37	18.21	20.05
Office Relief	12.66	13.19	13.73	14.26	14.79
Program Assistant Youth Worker	14.90	16.45	17.99	19.54	21.09
Nursery School Supervisor	18.29	18.65	19.03	19.41	19.41
Nursery School Assistant Supervisor	16.41	16.74	17.08	17.42	17.42
Nursery School Assistant	14.34	14.63	14.92	15.22	15.22
Custodian 2	20.11	21.15	22.19	23.23	24.27
Custodian 1	16.31	17.39	18.47	19.55	20.63
Cleaner	12.24	12.70	13.16	13.61	14.07

**LETTER OF AGREEMENT**

**BETWEEN:**

**THE EMPLOYER 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 according to the Student Rate in Schedules "A" and "B". 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 EMPLOYER:

FOR THE UNION:

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE EMPLOYER OF THE CITY OF COURTENAY**

**AND:**

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

Positions exempt from this Agreement:

- Administrator
- Manager of Corporate Services
- Treasurer
- Director of Operational Services
- Director of Regulatory & Property Services
- Director of Planning Services
- Director of Corporate Services
- Director of Community Services
- Director of Financial Services
- Information Systems Manager
- Human Resources Coordinator
- Accounting Supervisor
- Planner
- Public Works Manager
- Parks Manager
- Executive Assistant
- Fire Chief
- Deputy Fire Chief
- Fire Inspector
- 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 EMPLOYER:

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**

Seniority

The parties agree that 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:

Sharone Cochrane

Lori Messner

FOR THE EMPLOYER:

FOR THE UNION:

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

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



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

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE CORPORATION OF THE CITY OF COURTENAY**

**AND:**

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

The parties agree to the following:

**RE: SEASONAL EMPLOYEES**

Seasonal employees will be hired initially on a temporary basis for the first season and will have the same rights under the Collective Agreement as a relief employee. Where those same employees return for their second season they will return under Regular Seasonal Employee status, with their seniority dating back to when the employees started their first season.

This Letter of Understanding shall remain in effect until the negotiation of a new Collective Agreement.

FOR THE EMPLOYER:

FOR THE UNION:

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

## LETTER OF AGREEMENT

### BETWEEN:

**THE CORPORATION OF THE CITY OF COURTENAY**

### AND:

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

### **RE: APPRENTICESHIP MECHANIC PROGRAM**

The parties names above agree to commence an Apprenticeship Training Program for a Commercial Transport Mechanic under the following terms and conditions:

1. The Apprentice Mechanic and the Employer will be registered with the Industry Training Authority (ITA) of British Columbia.
2. Each year during the Apprenticeship, the Apprentice Mechanic will attend vocational school in accordance with the standards set out by the ITA for certification as a Journeyman Commercial Transport Mechanic.
3. The following wage schedule will correlate to the four (4) levels of the Apprenticeship Training Program:

#### 1<sup>st</sup> year

Eighty-three percent (83%) of Journeyman Mechanic rate (at minimum, the Labourer's rate).

#### 2<sup>nd</sup> year

Eighty-five percent (85%) of Journeyman Mechanic rate (at minimum, the Labourer's rate).

#### 3<sup>rd</sup> year

Eighty-seven percent (87%) of Journeyman Mechanic rate (at minimum, the Labourer's rate).

4<sup>th</sup> year

Ninety percent (90%) of Journeyman Mechanic rate (at minimum, the Labourer's rate).

4. An Apprentice may be hired into the Program at any level required by the Employer providing the Apprentice has been recognized with that level of training by the ITA.
5. The Apprentice Mechanic will apply for Employment Insurance (EI) benefits for each required vocational school attendance period during the Apprenticeship. In addition, a Supplemental Unemployment Benefit Plan, as set out on the attached Appendix I, will be in place for the duration of the Apprenticeship. Under this Plan, the Employer will supplement EI benefits received by the Apprentice Mechanic for unemployment caused by attendance at an approved vocational school.
6. The Employer agrees to provide financial assistance in the amount of fifty percent (50%) of the tuition and textbook costs associated with each required vocational school attendance period during the Apprenticeship.
7. The Apprentice Mechanic will be responsible for any travel, accommodation, and other costs associated with each required vocational school attendance period during the Apprenticeship, except that which is explicitly stated within this Letter of Agreement.
8. Throughout the Apprenticeship term, the Apprentice Mechanic will be assessed for suitability for continued employment with the Employer. At any time during the Apprenticeship term, the employment of the Apprentice Mechanic may be terminated if, in the Employer's opinion, the Apprentice Mechanic is unsuitable for continued employment.
9. When the Apprentice Mechanic has completed the Apprenticeship Program to the satisfaction of the Employer and has received their Certificate of Trade Qualification from the ITA, the Apprentice shall be classified as a Journeyman Mechanic at its full rate of pay.

This Letter of Agreement shall remain in effect until the negotiation of a new Collective Agreement.

FOR THE EMPLOYER:

FOR THE UNION:

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

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

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

**APPENDIX I TO  
LETTER OF AGREEMENT**

**BETWEEN:**

**THE CORPORATION OF THE CITY OF COURTENAY**

**AND:**

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

**RE: SUB PLAN FOR APPRENTICESHIP PROGRAM**

1. The following employee is covered by the Plan: Apprentice Mechanic.
2. The Plan will supplement EI benefits for periods of unemployment caused by vocational training requirements under the Apprenticeship Program.
3. Verification that the employee has applied for and is in receipt of EI benefits will be made before SUB payments are paid.
4. The SUB is payable at ninety-five percent (95%) of the employee's regular weekly earnings while the employee is serving the two (2) week EI waiting period.
5. The Plan provides that the gross amount of EI benefit from this employment plus the SUB payment will equal ninety-five percent (95%) of the employee's regular weekly earnings.
6. The SUB benefit will be paid for the duration of each required attendance at the vocational school (six [6] weeks per year).
7.
  - (a) The duration of the Plan is from October 1, 2004 to December 31, 2008.
  - (b) HRDC - SUB Program will be informed in writing of any change to the Plan within thirty (30) days of the effective date of the change.
8.
  - (a) The Plan is financed by the Employer's general revenues.
  - (b) A separate record of the SUB payments will be kept.

9. Payments of guaranteed annual remuneration, deferred remuneration, or severance pay will not be reduced or increased by payments received under the Plan.

FOR THE EMPLOYER:

FOR THE UNION:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

## LETTER OF AGREEMENT

**BETWEEN:**

**THE CORPORATION OF THE CITY OF COURTENAY**

**AND:**

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

**RE: R.C.M.P. WATCH CLERK**

1. Notwithstanding the provisions of Clauses 14.02 (a) and (b), 15.02, 16.01, and Article 17 in the current Collective Agreement, the above parties agree to the following:

Regular working days for the R.C.M.P. Watch Clerk classification will include all days of the week with no overtime paid for regular hours worked on weekends and no overtime paid for hours worked within the twelve (12) hour shifts outlined below. Shift differential of sixty cents (\$0.60) per hour will be paid for all hours outside of 7:00 a.m. to 5:00 p.m.

The work cycle shall consist of eight (8) days (four [4] days on - four [4] days off) repeating itself after eight (8) weeks. The following shifts will be worked:

- (i) Sunday through Wednesday - 1:00 p.m. to 1:00 a.m. (or 12:00 p.m. to 12:00 a.m. during quieter periods). The regular workday on this shift shall consist of twelve (12) hours including an unpaid meal break of two (2) hours.
- (ii) Thursday through Saturday - 2:00 p.m. to 2:00 a.m. The regular workday on this shift shall consist of twelve (12) hours including an unpaid meal break of two (2) hours.

When a statutory holiday falls on an employee's scheduled working day, that employee shall receive that day off with regular pay in accordance with Clause 17.02 of the Collective Agreement.

2. This Letter of Agreement shall remain in effect until the negotiation of a new Collective Agreement.



FOR THE EMPLOYER:

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FOR THE UNION:

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

**LETTER OF AGREEMENT**

**BETWEEN:**

**THE CORPORATION OF THE CITY OF COURTENAY**

**AND:**

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

**RE: JOURNEYMAN CARPENTER - DAVID CRAVEN**

The parties named above agree that David Craven, Journeyman Carpenter, will continue to receive an additional twenty-five cents (\$0.25) per hour, in addition to the regular Journeyman Carpenter wage rate, as provided to him in past Collective Agreements.

This provision will be applicable only for as long as David Craven remains in the Journeyman Carpenter position and shall not be applicable to anyone else who may fill in for him.

This Letter of Agreement shall remain in effect until the negotiation of a new Collective Agreement.

FOR THE EMPLOYER:

FOR THE UNION:

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\_\_\_\_\_

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