

COLLECTIVE AGREEMENT

BETWEEN

TOWN OF COMOX

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 556**

APRIL 1, 2004 TO MARCH 31, 2007

TABLE OF CONTENTS

| | <u>Page #</u> |
|---|---------------|
| <u>PREAMBLE</u> | 1 |
| <u>ARTICLE 1 - INTERPRETATION</u> | 2 |
| 1.01 <u>Definitions</u> | 2 |
| 1.02 <u>Use of Forms and Words</u> | 3 |
| <u>ARTICLE 2 - MANAGEMENT RIGHTS</u> | 3 |
| 2.01 <u>Management and Discretion</u> | 3 |
| <u>ARTICLE 3 - UNION RECOGNITION</u> | 4 |
| 3.01 <u>Bargaining Unit</u> | 4 |
| 3.02 <u>Work of the Bargaining Unit</u> | 4 |
| 3.03 <u>No Other Agreement</u> | 4 |
| 3.04 <u>Assuming Duties</u> | 4 |
| 3.05 <u>Labour Management Committee</u> | 5 |
| <u>ARTICLE 4 - NO DISCRIMINATION</u> | 6 |
| 4.01 <u>Human Rights Code</u> | 6 |
| 4.02 <u>No Discrimination</u> | 6 |
| 4.03 <u>Sexual Harassment</u> | 6 |
| 4.04 <u>Harassment</u> | 6 |
| 4.05 <u>Alternative Resolution</u> | 6 |
| <u>ARTICLE 5 - UNION SECURITY</u> | 7 |
| 5.01 <u>All Employees to be Members</u> | 7 |
| 5.02 <u>Check Off of Union Dues</u> | 7 |
| 5.03 <u>Union Representatives</u> | 7 |
| 5.04 <u>New Employees</u> | 8 |
| 5.05 <u>Copies of Agreement</u> | 8 |
| 5.06 <u>Correspondence</u> | 8 |
| 5.07 <u>Crossing Picket Lines</u> | 8 |
| <u>ARTICLE 6 - GRIEVANCE PROCEDURE AND ARBITRATION</u> | 8 |
| 6.01 <u>Grievance Defined</u> | 8 |
| 6.02 <u>Settling of Grievances</u> | 9 |
| 6.03 | 9 |
| 6.04 | 9 |

| | |
|---|----|
| <u>ARTICLE 7 - ARBITRATION</u> | 9 |
| 7.01 <u>Arbitrator</u> | 9 |
| 7.02 <u>Procedure</u> | 9 |
| 7.03 <u>Decision of the Arbitrator</u> | 10 |
| 7.04 <u>Expenses of the Arbitrator</u> | 10 |
| 7.05 <u>Extension of Time Limits</u> | 10 |
| 7.06 <u>Witnesses</u> | 10 |
| 7.07 <u>No Loss of Pay</u> | 10 |
| 7.08 <u>Grievances Held in Abeyance</u> | 10 |
| | |
| <u>ARTICLE 8 - DISCHARGE, SUSPENSION & DISCIPLINE</u> | 11 |
| 8.01 <u>Right to Have Union Representative Present</u> | 11 |
| 8.02 <u>Warnings</u> | 11 |
| 8.03 <u>Burden of Proof</u> | 11 |
| 8.04 <u>Personnel File</u> | 11 |
| | |
| <u>ARTICLE 9 - SENIORITY</u> | 12 |
| 9.01 <u>Probationary Period</u> | 12 |
| 9.02 <u>Seniority</u> | 12 |
| 9.03 <u>Loss of Seniority</u> | 12 |
| | |
| <u>ARTICLE 10 - PROMOTIONS AND STAFF CHANGES</u> | 13 |
| 10.01 <u>Job Postings</u> | 13 |
| 10.02 <u>Trial Period</u> | 13 |
| | |
| <u>ARTICLE 11 - LAYOFF AND RECALL</u> | 14 |
| 11.01 <u>Definition of Layoff</u> | 14 |
| 11.02 <u>Layoffs</u> | 14 |
| 11.03 <u>No New Hires</u> | 15 |
| 11.04 <u>Advance Notice of Layoff</u> | 15 |
| 11.05 <u>Election of Severance Pay</u> | 16 |
| 11.06 <u>Grievance on Layoffs</u> | 16 |
| | |
| <u>ARTICLE 12 - HOURS OF WORK</u> | 16 |
| 12.01 <u>Regular Work Schedule</u> | 16 |
| | |
| <u>ARTICLE 13 - PAY</u> | 17 |
| 13.01 <u>Pay Days</u> | 17 |
| 13.02 <u>Wage Rates</u> | 17 |
| 13.03 <u>Pay on Temporary Transfer to a Higher Classification</u> | 17 |
| 13.04 <u>Special Allowances (Dirty Money)</u> | 17 |

| | |
|---|----|
| ARTICLE 14 - OVERTIME | 18 |
| 14.01 <u>Overtime Pay</u> | 18 |
| 14.02 <u>Recreation Overtime</u> | 18 |
| | |
| ARTICLE 15 - VACATIONS | 19 |
| 15.01 <u>Vacation</u> | 19 |
| 15.02 <u>Permanent Part-time & Permanent Seasonal Employee Vacation</u> | 19 |
| 15.03 <u>Illness During Vacation</u> | 20 |
| 15.04 <u>Vacation Carry Over</u> | 20 |
| 15.05 <u>Workers' Compensation Vacation Accrual</u> | 20 |
| 15.06 <u>Minimum Work Days</u> | 20 |
| 15.07 <u>No Vacation During Probation</u> | 20 |
| 15.08 <u>Vacation Scheduling</u> | 20 |
| 15.09 <u>Vacation Preference</u> | 20 |
| | |
| ARTICLE 16 - STATUTORY HOLIDAYS | 21 |
| 16.01 <u>Statutory Holiday Entitlement</u> | 21 |
| 16.02 <u>Statutory Holiday on a Work Day</u> | 21 |
| 16.03 <u>How Pro-rated Statutory Holiday Pay is Calculated</u> | 22 |
| 16.04 <u>Statutory Holiday Pay Entitlement</u> | 22 |
| 16.05 <u>Discretionary Days</u> | 22 |
| | |
| ARTICLE 17 - SICK LEAVE | 22 |
| 17.01 <u>Sick Leave Accumulation</u> | 22 |
| 17.02 <u>Additional Sick Leave</u> | 23 |
| 17.03 <u>Medical Certificate</u> | 23 |
| 17.04 <u>Illness and Hospitalization</u> | 23 |
| | |
| ARTICLE 18 - LEAVES OF ABSENCE | 23 |
| 18.01 <u>Compassionate Leave</u> | 23 |
| 18.02 <u>Special Leave</u> | 24 |
| 18.03 <u>Jury and Witness Duty</u> | 24 |
| 18.04 <u>Pregnancy, Parental, Family Responsibility Leave</u> | 24 |
| | |
| ARTICLE 19 - HEALTH AND SAFETY | 25 |
| 19.01 <u>Workers' Compensation</u> | 25 |
| 19.02 <u>Safety Committee</u> | 25 |
| 19.03 <u>Right to Refuse Unsafe Work</u> | 25 |
| 19.04 <u>Employees Working Alone</u> | 25 |
| | |
| ARTICLE 20 - TERMINATION OF EMPLOYMENT | 26 |
| 20.01 <u>Severance Pay</u> | 26 |
| 20.02 <u>Meritorious Service Pay</u> | 26 |

| | |
|--|----|
| <u>ARTICLE 21 - SUPERANNUATION</u> | 26 |
| 21.01 | 26 |
| <u>ARTICLE 22 - BENEFITS</u> | 27 |
| 22.01 <u>Benefits</u> | 27 |
| 22.02 <u>Workers' Compensation</u> | 28 |
| 22.03 <u>Staff Education</u> | 28 |
| 22.04 <u>Employee and Family Assistance Pay</u> | 29 |
| <u>ARTICLE 23 - JOB CLASSIFICATION & RECLASSIFICATION</u> | 29 |
| 23.01 <u>Job Description</u> | 29 |
| 23.02 <u>Changes in Classification</u> | 29 |
| 23.03 <u>Procedure for Change of Classification</u> | 29 |
| 23.04 <u>Retroactivity</u> | 30 |
| 23.05 <u>No Elimination of Present Classification</u> | 30 |
| 23.06 <u>Downward Reclassification of Position</u> | 30 |
| <u>ARTICLE 24 - JOB SECURITY</u> | 30 |
| 24.01 <u>Contracting Out</u> | 30 |
| 24.02 <u>Amalgamation, Regionalization & Merger Protection</u> | 30 |
| <u>ARTICLE 25 - GENERAL CONDITIONS</u> | 31 |
| 25.01 <u>Clothing</u> | 31 |
| 25.02 <u>Present Conditions to Continue</u> | 31 |
| <u>ARTICLE 26 - TECHNOLOGICAL AND OTHER CHANGES</u> | 31 |
| 26.01 <u>Union Notification of Changes</u> | 31 |
| 26.02 <u>Training Program</u> | 32 |
| 26.03 <u>Additional Training</u> | 32 |
| 26.04 <u>No New Employees</u> | 32 |
| <u>ARTICLE 27 - TERMS AND DURATION OF AGREEMENT</u> | 32 |
| 27.01 <u>Bargaining Committee</u> | 32 |
| 27.02 <u>Notification</u> | 32 |
| 27.03 <u>Effective Date</u> | 33 |
| <u>SCHEDULE "A"</u> | 34 |
| <u>SCHEDULE "B"</u> | 35 |
| <u>SCHEDULE "C"</u> | 36 |
| <u>SCHEDULE "D"</u> | 38 |

| | |
|--|----|
| <u>SCHEDULE "E"</u> | 39 |
| <u>SCHEDULE "F"</u> | 42 |
| <u>LETTER OF AGREEMENT #1</u> | 43 |
| <u>LETTER OF AGREEMENT #2</u> | 44 |
| <u>LETTER OF AGREEMENT #3</u> | 45 |
| <u>LETTER OF AGREEMENT #4</u> | 47 |
| <u>LETTER OF AGREEMENT #5</u> | 50 |
| <u>APPENDIX "A"</u> | 52 |

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

BETWEEN:

THE TOWN OF COMOX

(hereinafter referred to as the "Town")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 556**

(hereinafter referred to as the "Union")

WHEREAS the Town recognizes the Union as the sole agent for bargaining on behalf of its employees for all purposes;

AND WHEREAS it is mutually agreed that the provisions of this Agreement shall apply to all employees of the Town, except those excluded by the *Labour Relations Code* of British Columbia or by agreement of the parties;

NOW THEREFORE the parties agree with the following:

ARTICLE 1 - INTERPRETATION

1.01 Definitions

"Casual Employee" shall mean any employee who is not regularly scheduled to work and who is called in to work by the Town on an "as needed" basis. The Union shall be notified immediately on hiring the Casual. Casual Employees shall receive ten point four percent (10.4%) in lieu of benefits including vacation and Statutory Holidays, sick leave and other paid leaves.

"Continuous Service" shall mean uninterrupted employment with the Town.

"Department Head" shall mean the Deputy Clerk, the Treasurer, the Superintendent of Public Works, the Director of Parks, the Recreation Director, the Fire Chief, or the Planner, and in appropriate circumstances, includes the Administrator.

"Full-Time Employee" shall mean a regularly scheduled permanent or temporary employee who works the full-time hours designated for their classification.

"Grievance" shall mean a complaint lodged in accordance with the Grievance Procedure provisions of this Agreement.

"Paid Working Day" shall mean a regular working day in the work week, where the employee performs for the Town in accordance with the regularly scheduled work day, or any other day which has been negotiated in the wage package to be considered a paid working day, and shall include sick leave days, or portion thereof, used from the employee's sick bank, accrued annual vacation leave, and any day of approved leave of absence subject to Clause 18.02.

"Part-Time Employee" shall mean a regularly scheduled permanent or temporary employee who works less than the full-time hours designated for their classification.

"Permanent Employee" shall mean any employee employed for an indefinite period of employment, who has satisfactorily completed the requisite period of probation.

"Permanent Seasonal Employee" shall mean any employee employed year-to-year on a seasonal basis.

"Program Employee" shall mean an individual hired to instruct a specific Recreation Department program and whose employment terminates at the end of that program.

"Temporary Employee" shall mean any employee who is employed for a specific assignment of less than six (6) months continuous employment or for such longer period as may be agreed to by the parties to this Agreement. Temporary Employees will receive ten point four percent (10.4%) in lieu of all benefits including vacation, Statutory Holidays, sick leave, and other paid leaves.

"Vacation Year" shall be any full year beginning with the anniversary date, or first (1st) day, of continuous service with the Town.

"Work Week" shall be the number of days and/or hours in any week, beginning on Sundays and ending on Saturdays, during which work has to be performed by an employee in accordance with the work schedules contained in this Agreement.

1.02 Use of Forms and Words

Wherever the singular or masculine is used in this Agreement, it shall be interpreted as if the plural or feminine has been used where the context so requires.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management and Discretion

Except where otherwise specifically provided in this Agreement, Management shall have the right to deploy and direct the work force, hire, classify, transfer, promote, demote, and lay off employees and suspend, discipline and discharge employees for just cause.

Management shall have the exclusive right to manage the affairs of the Town, to plan, direct and control all methods of operation, the organization of work, employment levels and standards of performance. The Town shall exercise these rights in a fair and reasonable manner.

ARTICLE 3 - UNION RECOGNITION

3.01 Bargaining Unit

The Town recognizes the Union as the sole and exclusive collective bargaining agent for its employees, save and except those who are excluded pursuant to the *Labour Relations Code* of British Columbia or by agreement of the parties, and hereby 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 towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

- (a) 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, experimentation, or in emergencies where 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 employees.
- (b) Nothing in this Article precludes the Town from continuing to assign bargaining unit work to non-bargaining unit employees where that work has been previously assigned to non-bargaining unit employees.

3.03 No Other Agreement

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

3.04 Assuming Duties

It is recognized and accepted that employees are required to assist in any capacity, or to assume the duties of any position, in the event of an emergency or during vacations.

3.05 Labour Management Committee

(a) Establishment and Function of the Committee

The parties shall establish a Committee consisting of not more than three (3) representatives of each of the Town and the Union, to meet at least once each month to discuss matters relating to this Agreement and the workplace.

(b) Agenda

The Committee shall determine its agenda and each party shall provide notice of the agenda to the other before each meeting.

(c) Changes to Agreement

The Committee cannot alter the terms of this Agreement but may recommend changes to the Town and the Union.

(d) Meeting of the Committee

The parties shall establish a regular meeting date and time. If there are no agenda items, the meeting shall be cancelled.

(e) Chairperson of the Meeting

A representative of each of the Town and the Union shall be designated as joint Chairpersons and shall preside over alternate meetings.

(f) Minutes of Meetings

Minutes of the meetings shall be prepared and signed by the joint Chairpersons and posted as soon as possible after each meeting in all work locations.

ARTICLE 4 - NO DISCRIMINATION

4.01 Human Rights Code

The parties shall exercise their rights in accordance with the *Human Rights Code* (British Columbia).

4.02 No Discrimination

There shall be no discrimination or coercion by the Town 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 the employee's activity or lack of activity in Union affairs, or because of race, creed, colour, disability, sexual orientation, nationality, religion or marital status.

4.03 Sexual Harassment

The parties recognize the right of all employees to work in an environment free from sexual harassment. Any complaint alleging sexual harassment will be dealt with in the Grievance Procedure as outlined in Clause 6.02, Step 2.

4.04 Harassment

The parties recognize the right of all employees to work in an environment free from harassment. Any complaint alleging harassment shall be dealt with in the Grievance Procedure, unless Clause 4.05 is utilized.

4.05 Alternative Resolution

A grievance alleging harassment may be put on hold by the Union if there is agreement to attempt to resolve the matter through another method. If the alternative resolution procedure is not successful in resolving the issue to the satisfaction of the employee and the Union, the Grievance Procedure may be initiated. Time lines shall be held in abeyance during the time the parties are using the alternative resolution procedure.

ARTICLE 5 - UNION SECURITY

5.01 All Employees to be Members

- (a) All employees covered by the terms of the Agreement shall, within thirty (30) days of employment and, as a condition of continued employment, become and remain members of the Union.
- (b) In the event that an employee fails to comply with the provisions of Section 5.01(a), the Town shall forthwith terminate their employment, subject to the provisions of the *Labour Relations Code*.

5.02 Check Off of Union Dues

The Town agrees to deduct Union dues fixed from time to time by the Union from the wages of each Union member. This Union dues deduction shall be forwarded to the Treasurer of the Union not later than the fifteenth (15th) day of the month following the deduction, accompanied by a list of the names of all employees from whose wages the deductions were made, together with the hours worked by the employee and the amount of Union dues deducted in each case.

5.03 Union Representatives

The Town recognizes the right of the Union to elect Union Representatives and Shop Stewards. Union Representatives and Shop Stewards shall be entitled to leave their place of work during working hours without loss of regular pay in order to carry out their functions under this Agreement when it is determined by the Department Head that it is operationally practicable to do so. Those functions are limited to the investigation and processing of grievances, attendance at meetings with the Town and participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall be obtained in advance from the employee's Department Head. Such permission shall not be unreasonably withheld.

Unless otherwise specifically provided for in this Agreement, employees shall not transact Union business during working hours.

5.04 New Employees

The Town agrees to acquaint new employees with the fact that an Agreement between the parties is in effect and with the conditions of employment regarding Union security and deduction of Union dues.

5.05 Copies of Agreement

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

5.06 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator and the Unit Vice-President of the Union or the CUPE National Representative, with a copy to the Unit Vice-President.

A copy of any correspondence between the Town, or its designate, and any employee in the bargaining unit, pertaining to the interpretation, administration, application or alleged violation of any part of this Agreement shall be forwarded to the Unit Vice-President of the Union or their designate.

5.07 Crossing Picket Lines

The Town 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.

ARTICLE 6 - GRIEVANCE PROCEDURE AND ARBITRATION

6.01 Grievance Defined

In the event of a dispute regarding the interpretation, application, operation or alleged violation of this Agreement, an employee or the Union is entitled to present a grievance in the manner prescribed below.

6.02 Settling of Grievances

Step 1

The employee and/or the Union Representative shall first endeavour to settle the dispute with the Department Head.

Step 2

Where no settlement is effected under Step 1 above, the matter shall be submitted in writing by the Union Representative to the Administrator, who shall reply in writing within five (5) working days.

6.03 Should the foregoing process fail to settle the matter, then the grievance may be referred to binding Arbitration, in accordance with Article 7, or an alternative dispute resolution process, as set out in Clause 6.04.

6.04 The parties may, by agreement, instead of using the Arbitration process set out in Article 7, refer the grievance to any other dispute resolution process which may be appropriate to the dispute, including mediation, mediation-Arbitration or any statutory process for the resolution of rights disputes.

ARTICLE 7 - ARBITRATION

7.01 Arbitrator

Either party may submit a matter to Arbitration. The submission to Arbitration shall be made in writing to the other party within twenty (20) working days of Step 2 of the Grievance Procedure. The submission to Arbitration shall include the party's suggestion(s) for a single Arbitrator to hear the dispute. Within ten (10) working days the other party shall respond. The agreed Arbitrator shall contact the parties to set a hearing.

7.02 Procedure

The Arbitrator may determine the procedure, but shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall hear and determine the difference or allegation and render a decision within thirty (30) days from the date of the hearing.

7.03 Decision of the Arbitrator

The decision of the Arbitrator shall be in writing and shall be final, binding and enforceable on the parties, but in no event shall the Arbitrator have the power to change this Agreement or to alter, modify or amend any of its provisions.

7.04 Expenses of the Arbitrator

Each party shall pay one-half (1/2) the fees and expenses of the Arbitrator.

7.05 Extension of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties to this Agreement.

7.06 Witnesses

During the course of any Arbitration proceedings, the parties may have the assistance of the employee or employees concerned as witnesses and any other witnesses. The expenses of witnesses who are not employees shall be paid by the party calling those witnesses.

7.07 No Loss of Pay

No employee appearing as a witness before the Arbitrator shall suffer a loss of pay because of such attendance.

7.08 Grievances Held in Abeyance

Grievance proceedings shall not be initiated while concerned parties are ill, legitimately indisposed, or on leave, unless mutually agreed to by both parties concerned.

ARTICLE 8 - DISCHARGE, SUSPENSION AND DISCIPLINE

8.01 Right to Have Union Representative Present

Where a supervisor intends to interview an employee and disciplinary action may follow, the supervisor shall notify the employee of the intent of the meeting and a Union Representative shall be present at the interview so that the facts of any incident may be heard by all parties.

Nothing in this Article prevents the Town from taking immediate action where the health, safety or integrity of the work place is at risk. Upon doing so, the Union Representative (Shop Steward or Executive Officer) shall be notified of the action taken, and advised of the time and place of the follow-up meeting with the employee(s) involved.

8.02 Warnings

Whenever the Town or its authorized agent deems it necessary to censure an employee, in writing, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring the employee's work up to a required standard by a given date, the Town shall, within five (5) days, send a copy to the Unit Vice-President of the Union.

8.03 Burden of Proof

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Town.

8.04 Personnel File

There shall be only one (1) personnel file for each employee, which shall be maintained in the custody of the Administrator.

An employee shall have the right during regular office hours and upon twenty-four (24) hours written notice to the Administrator or designate, to have access to and review their personnel record, and may request and obtain copies of any material contained in it.

An employee may insert relevant material into their personnel file, upon notification to the Administrator.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

The Town agrees that only material relevant to the employment of the employee shall be maintained in a personnel file. An employee may request removal of material on the basis that it is not factually correct, relevant, or, in the case of material related to performance or conduct, timely. In the event that the Town does not agree to removal of specified material, the employee may file a grievance pursuant to Article 6 of this Agreement.

ARTICLE 9 - SENIORITY

9.01 Probationary Period

Newly-hired employees shall complete a single probationary period of not less than three (3) months. The probationary period may be extended by the Town, with mutual agreement of the Union.

9.02 Seniority

- (a) The Town recognizes the principle of seniority. Seniority shall be based on length of continuous service with the Town.
- (b) With the exception of (c) below, demotions, promotions, transfers and the scheduling of shift work shall be determined based on seniority, provided the employee has the required ability and qualifications necessary for the position.
- (c) In respect to facilities maintenance supervisor, foremen or chargehand positions, demotions, promotions, transfers, and the scheduling of shift work shall be determined on the basis of suitability, taking into consideration qualifications, skills, experience and ability. The determination of suitability shall be at the sole discretion of the Town.

9.03 Loss of Seniority

An employee shall lose their accumulated seniority when they:

- (a) are dismissed for just cause and not reinstated.
- (b) resign.
- (c) are absent from work in excess of four (4) working days without notifying the Town, unless such notice was not reasonably possible.

- (d) retire.
- (e) are laid off and are not the successful applicant on a job posting within twenty-four (24) months of the date of layoff.
- (f) are paid severance pay.

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

10.01 Job Postings

- (a) Where vacancies occur or where new positions of a permanent nature are created in any Department covered by this Collective Agreement, the Town shall post notice of the vacancy in all Departments of the Town, for a period of five (5) working days. The Town shall also mail a copy of the posting to any employee laid off and retaining seniority. Applications from bargaining unit employees with the required qualifications, knowledge, ability and skills for any such vacancy shall be considered, and where more than one (1) employee meets the requirements set out in the job posting, the senior applicant shall be appointed to the position.
- (b) If there is no successful applicant from within the bargaining unit, the Town may advertise and fill the position from outside the bargaining unit.
- (c) Temporary vacancies of less than six (6) weeks do not require a posting. The Employer will notify the Union in advance to explain the reasons for the appointment.
- (d) An increase in hours, days, weeks or months in any calendar year in any permanent position of more than twenty-five percent (25%) will result in the position being posted.

10.02 Trial Period

- (a) An employee promoted or transferred shall be considered on trial in the position for a period of three (3) months. If, during this trial period, the employee is considered to be unsuitable for that position or does not want that position then they shall be returned to their former position, plus any increments to which they would have otherwise been entitled had they not been promoted, transferred or selected to fill a vacancy, with no loss of seniority.

In the event an Employee is returned to their former position, all other Employees who changed job positions shall also move back to their former positions and salary scales which they occupied previously.

- (b) It is agreed that the trial period may be extended by mutual agreement.

ARTICLE 11 - LAYOFF AND RECALL

11.01 Definition of Layoff

- (a) A layoff shall be defined as a reduction in the work force or a reduction in the hours of work. This Article only applies to permanent full-time and part-time employees.
- (b) Although the Town does not intend to reduce the work force or to reduce the regular hours of work of permanent employees as defined in this Agreement, the parties recognize that circumstances may require such action in the future. In making such reductions, the Town and the Union agree to consult with each other to ensure that such reductions are made in an orderly manner and in accordance with the principle of seniority.

11.02 Layoffs

- (a) The Town agrees that in the event of a layoff, employees shall be laid off in the reverse order of seniority, provided always that the layoff shall occur where the work is reduced or eliminated.
- (b) An employee who has been laid off and retains seniority must immediately contact the Town if their address or telephone number changes, or provide other contact number if available. Failure to do so may result in failure to be called for available work or to receive postings.
- (c) Bumping
 - (i) An employee about to be laid off may displace a less senior employee, provided the senior employee has the required ability and qualifications.

- (ii) An employee must exercise the right to bump before the layoff date takes place, and shall therefore notify the Town of their intention to bump within five (5) working days of receiving layoff notice. Within a further five (5) working days, the employee shall notify the Town of the position to which the employee wishes to bump.
- (iii) The right of an employee (who is to be bumped) to layoff notice shall not be affected by bumping.

(d) Recall Procedure

- (i) Employees not electing to bump will be placed on the recall list where they shall be recalled in order of their seniority.
- (ii) Employees shall retain their rights to recall for twenty-four (24) months from the date of layoff.

11.03 No New Hires

No new employees will be hired to fill a vacancy until all laid off employees who remain on the seniority list and are qualified and have the ability to fill the vacancy have been given the opportunity to apply for any vacancy.

11.04 Advance Notice of Layoff

Unless legislation is more favourable to employees:

- (a) the Town shall provide employees with less than six (6) months of seniority notice of layoff in accordance with the *Employment Standards Act*, Part 8; and
- (b) the Town shall provide employees with six (6) or more months seniority thirty (30) working days notice of layoff, or pay in lieu thereof.
- (c) Clause 11.04 does not apply in cases of unforeseen circumstance of a disastrous nature.

11.05 Election of Severance Pay

Employees who have received notice of layoff shall choose either to retain seniority rights or to accept severance pay in lieu thereof. An employee may choose to remain in the position with reduced hours. Such selection shall be in writing, and shall be delivered to the Town, within five (5) working days of having received notice of layoff. In the event no selection is made, employees are presumed to have opted to accept the layoff.

11.06 Grievance on Layoffs

Grievances concerning layoff shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 12 - HOURS OF WORK

12.01 Regular Work Schedule

The regular hours of work for all employees, except:

- (1) recreation employees; and
- (2) R.C.M.P. employees where approved by both parties,

shall be as follows:

- (a) The normal work week shall consist of five (5) normal working days, Monday through Friday, unless otherwise authorized.
- (b) The normal working day for outside employees shall commence at 8:00 a.m. and terminate at 4:30 p.m. with one-half (1/2) hour off for lunch.
- (c) A normal working day for inside employees shall consist of seven (7) working hours between the hours of 8:30 a.m. and 4:30 p.m. with a lunch period of one (1) hour.
- (d) The normal working day for janitors, R.C.M.P. and recreation staff varies from that laid down in this Clause due to the nature of their employment.
- (e) The hours of work are subject to change in case of an emergency or necessity at the discretion of the applicable Department Head.

- (f) Employees may, with the consent of their supervisor, work through their lunch period and have their work day or week compressed accordingly.

ARTICLE 13 - PAY

13.01 Pay Days

Regular pay days shall be on alternate Fridays. If any pay day falls on a Holiday, the pay day shall be the last working day immediately preceding the Holiday.

13.02 Wage Rates

All employees are entitled to be paid for services rendered at the hourly rate of pay specified for their classification in the Wage Schedule attached hereto as Schedule "C" and forming part of this Agreement.

13.03 Pay on Temporary Transfer to a Higher Classification

When an employee is directed by the Town to assume a substantial portion of the duties and responsibilities of any position of a higher rate of pay for any reason, they shall receive the rate of pay for every hour worked in the position provided that the employee performs the duties of the position for more than one (1) hour. This is retroactive to January 1, 2005.

13.04 Special Allowances (Dirty Money)

(a) Sewer Allowance

Where an employee is required to work in contact with live or raw sewage, they shall be paid an additional one dollar (\$1.00) per hour for the duration of such work and the Town shall provide rubber hip boots.

(b) Pesticide Application

Where an employee is required to use pesticides or herbicides, they shall be paid an additional one dollar (\$1.00) per hour for the duration of such work.

(c) Working with Hot Asphalt

Where an employee is required to work with hot asphalt, they shall be paid an additional one dollar (\$1.00) per hour for the duration of such work.

ARTICLE 14 - OVERTIME

14.01 Overtime Pay

- (a) Overtime is to be worked only when authorized by the Administrator or Department Head.
- (b) All hours worked in excess of the regular hours of work, Monday through Saturday, as provided in Article 12 shall be paid a time and one-half (1-1/2x) for the first three (3) hours for Schedule "B" and time and one-half (1-1/2x) for the first four (4) hours for Schedule "A" employees, and double time (2x) thereafter.
- (c) All hours worked on a Sunday shall be paid at double time (2x).
- (d) All hours worked on a Statutory Holiday shall be paid at time and one-half (1-1/2x), exclusive of Statutory Holiday pay.
- (e) Compensatory time off may be granted by the Town in lieu of overtime pay at the request of the employee. Compensatory time off shall be taken at a time mutually agreed between the Department Head and the employee, subject to operational requirements. Accumulated compensatory time off shall not exceed ten (10) working days at any one (1) time.
- (f) Overtime shall be on a voluntary basis.

14.02 Recreation Overtime

The Recreation Department may operate seven (7) days per week. Hours of work for Recreation employees correspond to the hours of operation of the Recreation Department. Recreation employees will not be paid double time (2x) on Sunday if it is their regular shift, but shall receive double time (2x) for all hours worked on their seventh (7th) consecutive day of work.

ARTICLE 15 - VACATIONS

15.01 Vacation

- (a) An employee, with continuous Municipal service, shall be given an annual vacation of three (3) weeks on completion of the first (1st) and each subsequent year of employment up to and including the fifth (5th) year.
- (b) An employee, with continuous Municipal service, shall be given an annual vacation of four (4) weeks commencing with the sixth (6th) year and each subsequent year of employment up to and including the tenth (10th) year.
- (c) An employee, with continuous Municipal service, shall be given an annual vacation of five (5) weeks commencing with the eleventh (11th) year and each subsequent year of employment up to and including the fifteenth (15th) year.
- (d) An employee, with continuous Municipal service, shall be given an annual vacation of six (6) weeks commencing with the sixteenth (16th) year and each subsequent year of employment up to and including the twentieth (20th) year.
- (e) An employee, with continuous Municipal service, shall be given an annual vacation of seven (7) weeks commencing with the twenty-first (21st) year and each subsequent year of employment thereafter.
- (f) 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 during the remainder of their first (1st) year of employment.
- (g) Vacation pay for the above shall be at the employee's regular rate of pay.

15.02 Permanent Part-time and Permanent Seasonal Employee Vacation

Permanent part-time and permanent seasonal employees will be given annual vacation pay on a pro-rata basis in accordance with Clause 15.01, based on their regular annual hours of work.

15.03 Illness During Vacation

If, during a period of annual vacation, an employee becomes sick, the employee shall be entitled to convert annual vacation to sick leave on presentation of a medical certificate.

15.04 Vacation Carry Over

Employees may, with the approval of the Department Head, carry over accrued annual vacation from one (1) year to the next. The amount carried over to the subsequent year shall not exceed one-half (1/2) of the employee's annual leave entitlement. Any amounts carried over must be taken in the subsequent year.

15.05 Workers' Compensation Vacation Accrual

Where an employee is off work and in receipt of compensation from the Workers' Compensation Board, the first three (3) months of such leave shall be deemed time worked for the purpose of calculating vacation pay.

15.06 Minimum Work Days

An employee's annual vacation entitlement shall be reduced on a proportionate basis for each calendar month during which the employee did not accumulate fifteen (15) paid working days.

15.07 No Vacation During Probation

Notwithstanding any other provision of this Agreement, no employee shall be granted a vacation with pay during their probationary period.

15.08 Vacation Scheduling

Employees shall take into consideration their position with the Town when planning, arranging and scheduling their annual vacation.

Subject to Clause 15.10, employee requests for vacation leave will not be unreasonably denied.

15.09 Vacation Preference

In the event two (2) or more employees within a Department request vacation leave for the same period or a portion thereof, the following shall apply:

- (a) Subject to operational requirements as determined by the Department Head, vacation preferences shall be determined by seniority within each Department, and where seniority is equal, the date of request shall be the deciding factor.
- (b) An employee who does not exercise seniority rights on or before April 30th each year for the purpose of determining vacation preference shall not be entitled to exercise those rights against an employee with less seniority.
- (c) Employees may take up to one (1) year of vacation entitlement in a single unbroken period, with any longer period subject to approval by the Department Head. If an employee decides to break their annual vacation entitlement into more than one (1) period in a calendar year, seniority rights shall apply to one (1) period selected, as designated by the employee.

ARTICLE 16 - STATUTORY HOLIDAYS

16.01 Statutory Holiday Entitlement

Subject to the rest of this Article, employees are entitled to a Statutory Holiday with pay on the following public Holidays:

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

and any other day proclaimed by the Federal, Provincial or Municipal Government to be a Statutory Holiday, or any other day which may be designated by Council in lieu of the above named Statutory Holidays.

16.02 Statutory Holiday on a Work Day

In the event that a Statutory Holiday falls on a regular working day while an employee is on vacation, the employee shall receive one (1) additional day off with pay.

16.03 How Pro-rated Statutory Holiday Pay is Calculated

Employees shall be granted one (1) day off with pay for each of the above-noted Statutory Holidays in accordance with the following:

- (a) for an employee who does not have a regular schedule of hours and who has worked at least fifteen (15) of the last thirty (30) days before a Statutory Holiday, by dividing the employee's total wages, excluding overtime wages, for the thirty (30) day period by the number of days worked;
- (b) for an employee who has worked less than fifteen (15) of the last thirty (30) days before a Statutory Holiday, by dividing the employee's total wages, excluding overtime wages, for the thirty (30) day period by fifteen (15).

16.04 Statutory Holiday Pay Entitlement

An employee who is given a day off on a Statutory Holiday or instead of a Statutory Holiday must be paid the following amount for the day off:

- (a) if the employee has a regular schedule of hours and the employee has worked or earned wages for at least fifteen (15) of the last thirty (30) days before the Statutory Holiday, the same amount as if the employee had worked regular hours on the day off.

16.05 Discretionary Days

A permanent employee shall be entitled to three (3) discretionary days per calendar year. An employee may use a discretionary day (day off work without pay and without loss of benefits) by advising the appropriate supervisor in advance. Use of discretionary days are subject to the operational requirements of the Town.

ARTICLE 17 - SICK LEAVE

17.01 Sick Leave Accumulation

Permanent full-time employees shall accumulate sick leave credits at a rate of one and one-half (1-1/2) days per month of employment, to a maximum of twenty-five (25) days, provided they have had at least fifteen (15) paid working days during the calendar month. Part-time employees shall accumulate sick leave credits on a pro-rata basis.

Short Term Disability insurance will commence upon completion of the elimination period (fourteen [14] calendar days).

17.02 Additional Sick Leave

Notwithstanding the foregoing, the Town may grant additional sick leave credits in special circumstances.

17.03 Medical Certificate

A medical certificate may be required if an employee is absent from work due to illness.

17.04 Illness and Hospitalization

(a) Illness

In case of illness of an immediate member of the family (as defined in Clause 18.01) of an employee where no one other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying their Department Head, to use a maximum of five (5) accumulated sick leave days per illness for this purpose. A doctor's certificate may be required for such use of sick leave and, if required, shall be paid for by the Town, if there is a charge.

(b) Hospitalization

In the event of hospitalization of an immediate member of the family of an employee, outside of the Comox Valley area, the employee shall be entitled, after notifying their Department Head, to use accumulated sick days while out of town due to the hospitalization of the family member.

ARTICLE 18 - LEAVES OF ABSENCE

18.01 Compassionate Leave

(a) Permanent employees shall be granted up to three (3) days compassionate leave with pay in each year in case of death in the employee's immediate family. Immediate family shall include the employee's parents, spouse, children, brothers, sisters, parents-in-

law, brothers and sisters-in-law, grandparents, grandchildren and relatives residing with the employee.

- (b) At the discretion of the Administrator, an employee may be granted additional compassionate leave with or without pay in unusual or extenuating circumstances.
- (c) The Town will grant a leave of absence without pay and benefits for the employees who seek Compassionate Care Benefits in accordance with the Employment Insurance Regulation of Canada as of January 4th, 2004. Employees will be able to purchase benefits in accordance with the Benefits Plan if they pay one hundred percent (100%) of premiums.
- (d) Mourners Leave

Employees shall be entitled to reasonable time off up to one-half (1/2) day with pay to attend a funeral.

18.02 Special Leave

Upon written request, leave of absence with or without pay may be granted at the discretion of the Town, for good and sufficient cause. Seniority, sick leave and vacation shall cease to accumulate during any approved leave of absence without pay in excess of thirty (30) calendar days.

18.03 Jury and Witness Duty

An employee called for jury duty or subpoenaed as a witness shall be granted time off with pay during the period of such duty. The employee shall remit any remuneration or compensation received to the Town.

18.04 Pregnancy, Parental, Family Responsibility Leave

Employees shall be granted leave in accordance with the provisions of the *Employment Standards Act*, R.S.B.C., 1996.

ARTICLE 19 - HEALTH AND SAFETY

19.01 Workers' Compensation

Where a permanent employee suffers an injury or disease which results in compensation being paid by the Workers' Compensation Board, the employee may use their accumulated sick leave credits and continue to receive their regular pay, provided the Workers' Compensation Board payments go directly to the Town. The Town shall deduct from the employee's accumulated sick leave credits the difference between the employee's usual pay and the Workers' Compensation payment received by the Town.

Where the employee has no accumulated sick leave credits or where the employee's accumulated sick leave credits have been exhausted, the employee shall have the option of having the difference between their usual pay and the Workers' Compensation payment deducted from their annual vacation leave entitlement. When this is also exhausted, the employee shall receive remuneration directly from the Workers' Compensation Board.

19.02 Safety Committee

A Health and Safety Committee shall be established consisting of at least five (5) persons, four (4) of which are Union Representatives.

The Health and Safety Committee shall meet at least once per month, or more frequently if requested by either party, for the purpose of jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Town and the Union.

19.03 Right to Refuse Unsafe Work

The *Workers' Compensation Act* Regulations respecting the right of employees to refuse unsafe work shall form part of this Agreement.

19.04 Employees Working Alone

Employees shall not be required to be on duty alone during public hours of operation at either the Community Centre or the Town's administration offices.

ARTICLE 20 - TERMINATION OF EMPLOYMENT

20.01 Severance Pay

Employees with between three (3) and six (6) months seniority shall receive severance pay equivalent to one (1) week's wages upon termination of employment other than for just cause.

Employees with between six (6) months and two (2) years seniority shall receive severance pay equivalent to two (2) week's wages upon termination of employment other than for just cause.

Employees with more than two (2) years seniority shall receive severance pay equivalent to one (1) week's wages for every one (1) year of service.

20.02 Meritorious Service Pay

Meritorious service pay shall be paid to employees of the Town on the following conditions:

- (a) A permanent employee, having served ten (10) or more years with the Town, on reaching retirement or whose service is terminated for medical reasons, shall be paid two (2) day's pay at the current rate for every year of continuous service with the Town.
- (b) A permanent employee, having served ten (10) or more years with the Town, who, upon confirmation of a medical doctor or other authority acceptable to the Town's current group insuring company, is placed on permanent Long Term Disability shall be paid two (2) day's pay for every year of continuous service with the Town, at the last current rate of pay paid to the employee while in active service with the Town, up to and including the last day wherein any remuneration is paid to that employee by the Town.
- (c) Only one (1) payment per employee shall be made if eligible for this program.

ARTICLE 21 - SUPERANNUATION

21.01 The provisions of the *Public Sector Pension (Plans) Act*, R.S.B.C., as amended, *Municipal Pension Plan* apply.

ARTICLE 22 - BENEFITS

The Town shall provide benefits to qualified employees at the levels of coverage set out in Schedule "E" of this Collective Agreement. All employees shall be subject to the conditions of coverage set out in any related insurance policy in place on May 1st, 1999.

Any proposed alterations to insurance carriers, or changes introduced by insurance carriers, shall be provided to the employees and the Union for input and discussion at a Labour Management meeting.

The Town is required to provide, at a minimum, the levels of coverage set out in Schedule "E" of the Collective Agreement. There shall be no reduction in coverage without the written agreement of the Town and the Union.

22.01 Benefits

The Town shall provide the following group insurance benefits. (See Benefit Summary Schedule "E" for more detail. For complete information on benefits, eligibility, restrictions, deductible amounts, limitations, termination, optional and survivor benefits, contact the Town office to review a copy of the policy or for information.)

(a) Mandatory Group Insurance coverage:

- (i) Group Life
- (ii) Dependents' Life (where applicable)
- (iii) Accidental Death and Dismemberment
- (iv) Weekly Indemnity
- (v) Long Term Disability

(b) Optional Group Insurance coverage:

- (i) Extended Health and Vision Care
- (ii) Dental

(c) Medical Services Plan (M.S.P.)

Permanent employees must enroll in the mandatory Group Insurance coverage and may, at the employee's option, participate in the optional Group Insurance coverage and Medical Services Plan (M.S.P.).

Permanent part-time employees regularly scheduled to work at least twenty (20) hours per week will receive benefits.

The Town shall pay one hundred percent (100%) of all premiums related to Dependents' Life coverage, Accidental Death and Dismemberment coverage, Extended Health coverage, Dental coverage, and Medical Services Plan premiums and forty-five percent (45%) of Group Life coverage.

The employee shall pay one hundred percent (100%) of the premiums for Weekly Indemnity coverage and Long Term Disability coverage and fifty-five percent (55%) of Group Life coverage. The Town shall pay to each participating employee an allowance equal to the premium cost of the Weekly Indemnity coverage.

The Town shall provide Vision Care coverage covering one hundred percent (100%) of the costs of prescription lenses, prescription contact lenses, and frames, up to a maximum benefit of two hundred fifty dollars (\$250.00) per family member in a two (2) year period. The Town shall provide up to one hundred dollars (\$100.00) per twenty-four (24) month period per employee to pay for eye examinations. The premium cost of Vision Care coverage shall be shared fifty percent/fifty percent (50%/50%) as between the employee and the Town. Effective July 1st, 1999, Extended Health Benefits to include a drug card with no user fee.

22.02 Workers' Compensation

Employees absent from work and in receipt of Workers' Compensation benefits shall continue to receive benefits on the same cost-sharing basis as set out in this Agreement for a period of two (2) years.

22.03 Staff Education

- (a) Paid education leave may be granted to any employee taking a course of study which requires their absence from employment with the Town, provided such course of study relates to the Municipal duties of the employee, has been recommended by the Administrator and approved by Council. Paid education leave shall not result in loss of seniority.
- (b) Employees requested to attend courses or seminars by the Town shall have all expenses paid and shall continue to receive regular wages while attending. Employees will not receive overtime pay.

- (c) The Town agrees to give serious consideration to employee requests to attend work-related courses and seminars.
- (d) Department Heads shall make every effort to inform all employees of upcoming courses that are applicable to them.

22.04 Employee and Family Assistance Plan

The Town shall pay one hundred percent (100%) of a jointly acceptable Employee and Family Assistance Plan.

ARTICLE 23 - JOB CLASSIFICATION AND RECLASSIFICATION

23.01 Job Description

The Town agrees to draw up job descriptions for all positions for which the Union is the bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days of them receiving the document.

23.02 Changes in Classification

When any position not covered by this Agreement is established or an existing classification is materially changed, the rate of pay shall be subject to negotiations between the Town and the Union before the position is filled or before the reclassification takes place. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to negotiations and if necessary, Arbitration.

23.03 Procedure for Change of Classification

Should an employee feel their job is improperly classified, the following procedure shall be used:

- (a) The employee shall submit in writing to the Town and the Union the reason and justification for the appeal.
- (b) Upon receipt of the appeal, the Town and the Union shall meet in an effort to resolve the issue.

- (c) Should the parties be unable to come to an agreement, the matter may be submitted to Clause 6.02, Step 2.

23.04 Retroactivity

Any adjustment in wages will only be retroactive to the date that formal notice was given under Clause 23.03 of the Agreement.

23.05 No Elimination of Present Classification

Existing classifications shall not be eliminated without written agreement between the parties.

23.06 Downward Reclassification of Position

An incumbent shall not have their salary reduced by reason of a change in the classification of their position.

ARTICLE 24 - JOB SECURITY

24.01 Contracting Out

The Town will not contract out services or work presently performed by its permanent full-time or permanent part-time employees which will directly result in a reduction in their hours of work, loss of pay, or the failure to recall employees on layoff.

24.02 Amalgamation, Regionalization and Merger Protection

In the event the Town merges or amalgamates with any other body, the Town undertakes to use best efforts to provide the following:

- (a) Employees shall be credited with all seniority rights with the new employer.
- (b) All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new employer.
- (c) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new employer.

- (d) Conditions of employment and wage rates for the new employer shall be equal to the best provisions in effect with the merging employers.
- (e) No employee shall suffer a loss of employment as a result of a merger.
- (f) Preference in location of employment in the merged Municipality shall be on the basis of seniority.

ARTICLE 25 - GENERAL CONDITIONS

25.01 Clothing

- (a) The Town shall supply Schedule "B" employees with coveralls including replacement and laundering as required.
- (b) Where the nature of the work requires raingear, the Town shall supply one (1) pair of raingear as required to each Schedule "B" employee.
- (c) The Town shall supply a boot allowance of one hundred dollars (\$100.00) per year to each Schedule "B" employee and Building Inspector for W.C.B. approved boots, upon proof of purchase.

25.02 Present Conditions to Continue

Present conditions existing as set out in the Town's Policy Manual that were not otherwise altered or as set out in this Agreement shall continue.

ARTICLE 26 - TECHNOLOGICAL AND OTHER CHANGES

This Article does not apply to technological upgrades that occur in the normal course of business.

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 Town shall notify the Union of the proposed change. The Town agrees to consult with the

Union regarding the effect of the change on the employees affected by the change.

26.02 Training Program

If the Town introduces a change under Clause 26.01 or requires new or greater skills than are possessed by affected employees under the present method of operations, such employees shall, at the expense of the Town, be given a maximum period not to exceed three (3) months, which may be extended by mutual agreement in writing between the parties prior to the conclusion of the three (3) months training period, 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

The Town reserves the right to evaluate the progress of the employee and determine whether they can acquire the necessary skills through additional training.

26.04 No New Employees

Affected employees shall not be replaced unless they have been provided with notice and failed the required training under this Article.

ARTICLE 27 - TERMS AND DURATION OF AGREEMENT

27.01 Bargaining Committee

The parties agree that no more than four (4) representatives each shall be appointed on behalf of the Union and the Town for the purpose of negotiating a renewal or revision of this Agreement.

27.02 Notification

At any time during the four (4) month period immediately preceding the anniversary date of this Agreement commencing in the final year of the term of the Agreement, either party may give to the other written notice to commence collective bargaining pursuant to the *Labour Relations Code* of British Columbia.

27.03 Effective Date

This Agreement shall be binding and remain in full force and effect from April 1st, 2004 to March 31st, 2007 inclusive, and shall continue from year-to-year thereafter unless either party exercises its rights to commence collective bargaining as provided for in the Labour Code of British Columbia.

If negotiations extend beyond the anniversary date of this Agreement, both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

Wages only will be retroactive to April 1st, 2004 for all employees working from April 1st, 2004 to the signing of the Memorandum of Settlement.

SIGNED ON BEHALF OF
Town of Comox

SIGNED ON BEHALF OF
**Canadian Union of Public
Employees, Local 556**

Date: _____

/gn cope 491
March 22, 2005

TOWN OF COMOX

SCHEDULE "A"

JOB CLASSIFICATIONS

Administration/Finance

Accounting Clerk I
Accounting Clerk II
Accounting Clerk III
Accounting Clerk IV

Clerk/Typist I - Administration
Clerk/Typist II
Clerk/Typist III - Administration
Clerk/Typist III - Finance
Clerk/Typist III - R.C.M.P.
Clerk/Typist III - Court Liaison (R.C.M.P.)
Clerk/Typist IV
Planning Technician

Building Inspection

Building Inspector I
Building Inspector II

Recreation/Community Centre

Program Director
Recreation Programmer
Clerk/Typist II - Recreation
Clerk/Typist III - Recreation
Teen Coordinator
Child Care Worker
After School Care Coordinator
After School Care Assistant

TOWN OF COMOX

SCHEDULE "B"

JOB CLASSIFICATIONS

Public Works

Foreman
Equipment Operator
Labourer/Equipment Operator
Labourer

Parks

Chargehand
Groundskeeper
Tradesman I
Tradesman II
Parksman I
Parksman II
Parksman III

Marina

Caretaker

Recreation/Community Centre

Facility Maintenance Supervisor
Janitor

TOWN OF COMOX

WAGE SCHEDULE - SCHEDULE "C"

| Schedule "A" Inside Employees | April 1, 2004 (2.15%) | April 1, 2005 (\$0.52) | April 1, 2006 (2.25%) |
|--|----------------------------------|-----------------------------------|----------------------------------|
| Administration/Finance | | | |
| Accounting Clerk I | 21.98 | 22.50 | 23.01 |
| Accounting Clerk II | 23.41 | 23.93 | 24.47 |
| Accounting Clerk III | 24.81 | 25.33 | 25.90 |
| Accounting Clerk IV | 25.63 | 26.15 | 26.74 |
| Clerk/Typist I – Administration | 19.42 | 19.94 | 20.39 |
| Clerk/Typist II | 20.21 | 20.73 | 21.20 |
| Clerk/Typist III – Administration | 22.21 | 22.73 | 23.24 |
| Clerk/Typist III – Finance | 22.21 | 22.73 | 23.24 |
| Clerk/Typist III – R.C.M.P. | 22.21 | 22.73 | 23.24 |
| Clerk/Typist III – Court Liaison (RCMP) | 22.21 | 22.73 | 23.24 |
| Clerk/Typist IV | 25.63 | 26.15 | 26.74 |
| Planning Technician | 23.70 | 24.22 | 24.76 |
| Building Inspection | | | |
| Building Inspector I | 28.15 | 28.67 | 29.32 |
| Building Inspector II | 29.84 | 30.36 | 31.04 |
| Recreation/Community Centre | | | |
| Program Director | 26.45 | 26.97 | 27.58 |
| Recreation Programmer | 22.51 | 23.03 | 23.55 |
| Clerk/Typist II – Recreation | 20.21 | 20.73 | 21.20 |
| Clerk/Typist III – Recreation | 22.21 | 22.73 | 23.24 |
| Teen Coordinator | 15.75 | 16.27 | 16.64 |
| Child Care Worker | 13.59 | 14.11 | 14.43 |
| After School Care Coordinator | 15.62 | 16.14 | 16.50 |
| After School Care Assistant | 13.59 | 14.11 | 14.43 |

Casual employees shall be paid ninety-five percent (95%) of the posted rate for the position.

TOWN OF COMOX

WAGE SCHEDULE - SCHEDULE "C"

| Schedule "B" Outside Employees | April 1, 2004 (2.15%) | April 1, 2005 (\$0.52) | April 1, 2006 (2.25%) |
|---|----------------------------------|-----------------------------------|----------------------------------|
| Public Works | | | |
| Foreman | 27.67 | 28.19 | 28.82 |
| Equipment Operator | 25.27 | 25.79 | 26.37 |
| Labourer/Equipment Operator | 24.49 | 25.01 | 25.57 |
| Labourer | 23.60 | 24.12 | 24.66 |
| Parks | | | |
| Chargehand | 25.11 | 25.63 | 26.21 |
| Groundskeeper | 23.64 | 24.16 | 24.70 |
| Tradesman I | 23.60 | 24.12 | 24.66 |
| Tradesman II | 25.25 | 25.77 | 26.35 |
| Parksman I | 20.45 | 20.97 | 21.44 |
| Parksman II | 21.52 | 22.04 | 22.54 |
| Parksman III | 22.56 | 23.08 | 23.60 |
| Marina | | | |
| Caretaker | 21.04 | 21.56 | 22.05 |
| Recreation/Community Centre | | | |
| Facility Maintenance Supervisor | 22.77 | 23.29 | 23.81 |
| Janitor | 21.11 | 21.63 | 22.12 |

Casual employees shall be paid ninety-five percent (95%) of the posted rate for the position.

TOWN OF COMOX
SICK LEAVE ACCRUAL SUMMARY
SCHEDULE "D"

AT AUGUST 31, 1987

AS AMENDED FEBRUARY 28, 2005

| Employee Name | Days Accrued (Col. 1) | Days in Excess of 10 (Col. 2) | Current "Value" of Excess (Col. 3) | Per Diem Based on 25% Top- up (Col. 4) |
|------------------------|---|---|---|---|
| Ramesbottom, M. | 67.0 | 57.0 | 3,794.49 | 16.64 |

TOWN OF COMOX

BENEFIT SUMMARY

SCHEDULE "E"

CLASSIFICATION B - ALL OTHER EMPLOYEES

| | |
|---------------------------|---|
| Waiting Period | None |
| Dependent Child | Up to age twenty-one (21); or age twenty-five (25) if a full-time student at college or university. |
| Minimum # of Hours | To be eligible for benefits, employees must work at least twenty (20) hours/week. |

HEALTH BENEFITS

Your **Provincial Health Plan** covers most basic hospital and medical costs. Your **Supplementary Health Benefit** covers additional expenses once your **Provincial** coverage is exhausted, or expenses that are not covered under the **Provincial Plan**.

| | |
|--------------------------|--|
| Hospital | One hundred percent (100%) coverage for private accommodation. |
| Drug | One hundred percent (100%) coverage for drugs which legally require a written prescription. |
| Vision Care | One hundred percent (100%) coverage includes lenses and frames. Maximum benefit is two hundred fifty dollars (\$250.00)/twenty-four (24) months. Limited to one hundred dollars (\$100.00) per twenty-four (24) month period per employee to pay for eye examinations. |
| Out-of-Canada | One hundred percent (100%) coverage includes emergency treatment. Limited to one million dollars (\$1,000,000.00). |
| Major Medical | One hundred percent (100%) coverage includes supplies and appliances. Hearing aids limited to three hundred dollars (\$300.00)/five (5) years. |
| Private Nursing | One hundred percent (100%) coverage for in-home private duty nursing. Limited to fifteen thousand dollars (\$15,000.00)/three (3) years. |
| Paramedical | Coverage for Physiotherapists, Masseurs, Speech Therapists, Psychologists, Chiropractors, Osteopaths, Naturopaths, Podiatrists is limited to five hundred dollars (\$500.00)/year. |
| Annual Deductible | Twenty-five dollars (\$25.00) per person (twenty-five dollars (\$25.00) maximum per family). Deductible is |

| | |
|------------------------|--|
| Overall Maximum | not applicable to Hospital or Vision Care. |
| Termination Age | Unlimited. Earlier of retirement or age seventy (70). |

DENTAL BENEFITS

| | |
|--------------------------|--|
| Basic Services | One hundred percent (100%) coverage for maintenance check-ups, fillings including white plastic fillings, minor surgery, endodontics, periodontics, denture repairs and complex surgery. |
| Major Restorative | One hundred percent (100%) coverage for dentures, bridgework and restorations. |
| Orthodontia | Fifty percent (50%) coverage for orthodontic procedures. Covers children to age twenty-one (21). |
| Annual Deductible | Nil. |
| Overall Maximum | Basic – Unlimited; Major – Unlimited; Ortho – two thousand five hundred dollars (\$2,500.00)/lifetime. |
| Dental Fee Guide | Payment based on Current Fee Guide for the Province of Residence. |
| Termination Age | Earlier of retirement or age seventy (70). |

DISABILITY BENEFITS

| | |
|------------------------------|--|
| Short Term Disability | Pays seventy percent (70%) of basic weekly earnings to a maximum of six hundred dollars (\$600.00)/week. Benefits start on day fifteen (15) for accidents and day fifteen (15) for sickness, and continue for up to twenty-eight (28) weeks. Termination Age: Earlier of retirement or age seventy (70). |
| Canada Pension Plan | Pays a monthly income to the contributor plus a monthly income for each dependent child. |
| Quebec Pension Plan | Benefits start in the fourth (4 th) month after the month of disability and continue to age sixty-five (65). |
| Long Term Disability | Pays seventy percent (70%) of earnings to a maximum of three thousand dollars (\$3,000.00)/month. Payments are offset by Workers' Compensation and CPP/QPP Primary benefits. Benefits start after one hundred ninety-six (196) days of total disability and continue to age sixty-five (65). Evidence of insurability is required for amounts in excess of two thousand five hundred dollars (\$2,500)/month. When you first join the Plan, pre-existing conditions are not covered in the first twenty- |

Definition of Disability four (24) months.
Based on duties of your "own occupation" for the first twenty-four (24) months of benefit

SURVIVOR BENEFITS

Basic Life Insurance Double (2x) Annual Earnings to a maximum of five hundred thousand dollars (\$500,000.00). Evidence of insurability is required for amounts in excess of one hundred thousand dollars (\$100,000.00). Age Reduction – Reduce by fifty percent (50%) at age sixty-five (65). Termination Age: Earlier of retirement or age seventy (70).

Basic AD & D Insurance Matches Life Benefit. Provides a benefit in the event of accidental death, dismemberment or paralysis due to accident. Termination Age: Earlier of retirement or age seventy (70).

Dependent Life Insurance Flat benefit of five thousand dollars (\$5,000.00)/spouse and two thousand five hundred dollars (\$2,500.00)/each dependent child older than fifteen (15) days.

Optional Benefits Additional life and AD & D insurance is available at low cost through payroll deduction.

Survivor Extension If you have family health or dental coverage, this may be continued for up to twenty-four (24) months after your death, at no cost to your surviving dependents. Some restrictions apply.

TOWN OF COMOX
INDEX – LETTERS OF AGREEMENT
SCHEDULE “F”

LETTER OF AGREEMENT #1

RE: Schedule “D” - Sick Leave Accrual Summary

LETTER OF AGREEMENT #2

RE: Program Employees

LETTER OF AGREEMENT #3

RE: Hiring of Summer Students

LETTER OF AGREEMENT #4

RE: Job Sharing

LETTER OF AGREEMENT #5

RE: Comox Recreation Commission

LETTER OF AGREEMENT #1

BETWEEN:

THE TOWN OF COMOX

("Town")

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 556**

("Union")

RE: SICK LEAVE ACCRUAL SUMMARY

Pursuant to the recommendation of the Personnel Committee dated August 24th, 1987, and Schedule "D", which is attached to and forms part of this Agreement:

Where an employee whose name appears in Schedule "D" receives benefits under the Weekly Indemnity Plan, the employee shall, on return to work or retirement, whichever occurs first, be paid an amount which is the product of the number of working days that the employee received Weekly Indemnity Benefits and the per diem rate in column four (4) of Schedule "D".

The total amount paid to an employee under this transitional provision shall not exceed the product of the number of excess days in column two (2) and the per diem rate in column four (4) of Schedule "D".

SIGNED ON BEHALF OF
Town of Comox

SIGNED ON BEHALF OF
Canadian Union of Public Employees,
Local 556

Date: _____

LETTER OF AGREEMENT #2

BETWEEN:

THE TOWN OF COMOX

("Town")

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 556**

("Union")

RE: PROGRAM EMPLOYEES

The parties agree that for the term of this Agreement, Program Employees shall be excluded from the bargaining unit.

This Letter of Agreement shall expire with the expiry of this Collective Agreement or any negotiation extension.

SIGNED ON BEHALF OF
Town of Comox

SIGNED ON BEHALF OF
Canadian Union of Public Employees,
Local 556

Date: _____

LETTER OF AGREEMENT #3

BETWEEN:

THE TOWN OF COMOX

("Town")

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 556**

("Union")

RE: HIRING OF STUDENTS

The value of hiring students is acknowledged by both parties. The work experience for the students and the benefit to the Town is recognized and supported by both parties.

- (a) Students shall be required to provide proof of enrollment at a recognized education facility. The student must be taking three (3) or more courses per semester in a recognized Post Secondary Institution.
- (b) Students shall be used for temporary assignments not to exceed four (4) months duration. There shall be no consecutive four (4) month period.
- (c) Students shall not replace regular employees or fill regular positions.
- (d) Students will receive ten point four percent (10.4%) in lieu of benefits. They are not entitled to benefits under this Agreement, save and except where prescribed by *Statute*, and will not accumulate seniority.
- (e) Students shall be required to join the Union.
- (f) Students shall be paid sixty percent (60%) of the Parksman I wage.

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- (g) Should a student be hired to perform work in a complex, technical or higher paid job category, the parties shall have the right to mutually agree to a rate higher than the student rate.
- (h) The Union and the Town agree to consult on all new Student positions.

SIGNED ON BEHALF OF
Town of Comox

SIGNED ON BEHALF OF
Canadian Union of Public Employees,
Local 556

Date: _____

LETTER OF AGREEMENT #4

BETWEEN:

THE TOWN OF COMOX

("Town")

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 556**

("Union")

RE: JOB SHARING

Where the Town, the Union, and the individuals involved find it acceptable, a position may be shared by two (2) qualified employees in the following manner:

(a) Posted Position

In the event of a posted position:

- (i) A joint letter of application shall be submitted for a posting which employees wish to share;
- (ii) Appointment shall be made of the senior qualified applicant, whether or not the applicant has submitted a joint application;
- (iii) The application shall describe the manner in which the position shall be shared;
- (iv) If the job-sharing arrangement cannot continue because the senior incumbent leaves, the entire position shall be deemed to be vacant and shall be posted;
- (v) If the job-sharing arrangement cannot continue because the junior incumbent leaves, the full-time hours shall be offered to the senior incumbent and the senior incumbent may accept the additional hours or may request that the vacated hours be posted.

(b) Position Currently Held by an Employee

In the event of a position currently held by an employee, where that employee wishes to job-share:

- (i) The employee shall make a written request to the Town describing the shared arrangement the employee would like to arrange;

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- (ii) The Town shall post the "shared" portion of the job;
- (iii) The Town shall fill the shared portion of the job as per the Collective Agreement;
- (iv) If the job-sharing arrangement cannot continue because the original employee leaves the position, the position shall be posted with its full hours;
- (v) If the employee who posted into the shared position leaves, the original employee shall assume the full hours;
- (vi) The employee who posted into the shared position cannot assume the full hours on a permanent basis until the position is re-posted;
- (vii) The original employee in the position may end the job-sharing arrangement by giving three (3) month's written notice.

(c) Shared Positions

All shared positions:

- (i) Employees shall earn full seniority and have rights under the Collective Agreement;
- (ii) Employees shall be entitled to benefits as set out in the Agreement, however, if more than one (1) employee qualifies for benefits, the Town's financial liability shall be limited to the cost of benefits for one (1) employee. If both employees meet the eligibility requirements set out in the Collective Agreement and/or are permitted by the carrier, more than one (1) employee may be on the benefit plan and pay the additional costs;
- (iii) Should additional training be required by the Employer for the work in the position, where appropriate, both employees shall receive the training, or the Employer will provide the opportunity for one (1) employee to train the other;
- (iv) Requirements for orientation shall be decided before the job-share begins;
- (v) Each employee shall be entitled to Statutory Holiday pay at the same percentage as the percentage of full-time worked;
- (vi) The schedule of hours or days worked by each employee shall be subject to the Employer's approval.
- (vii) An employee shall have the right to bid on any position;
- (viii) On termination of the job-sharing arrangement, the employee left without a position has the right to bump;

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- (ix) Employees sharing a position shall have first opportunity to cover for the other employee's illness, vacation, leaves, etc.;
- (x) Employees requesting to job-share must be current employees of the Town and members of the bargaining unit;
- (xi) The Town has the right to conduct an on-going review of any job-share situation;
- (xii) The Town shall advise participants in a job-share situation of any dissatisfaction or concerns and give the participants a reasonable opportunity to correct any concerns;
- (xiii) The Town may terminate the job-share situation upon providing thirty (30) day's written notice to the participants;
- (xiv) The Town's decision to not approve a job-share request or to terminate a job-share situation shall not be grounds for a grievance unless that decision is made in an arbitrary or unfair manner.

SIGNED ON BEHALF OF
Town of Comox

SIGNED ON BEHALF OF
Canadian Union of Public Employees,
Local 556

Date: _____

LETTER OF AGREEMENT #5

BETWEEN:

THE TOWN OF COMOX

("Town")

AND:

THE COMOX RECREATION COMMISSION

("Commission")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 556**

("Union")

RE: COMOX RECREATION COMMISSION

Whereas the Town of Comox has requested that the Comox Recreation Commission manage Recreation Services commencing September 1st, 1999 and terminating on July 31st, 2004, the parties have therefore agreed, as follows:

1. That the appropriate bargaining unit for Recreation Services is CUPE Local 556;
2. And on the condition that the Town has a current management agreement with the Comox Recreation Commission for Recreation Services, the following will apply:
3. The current Collective Agreement dated April 1st, 2004 shall apply to Recreation Services employees and will remain inviolate and unchanged unless otherwise agreed between the Commission, the Town, and the Union.
4. Upon expiration of this Collective Agreement, the parties will bargain a Collective Agreement jointly with the Commission, the Town, and the Union.
5. All personnel issues including hiring and discipline, along with Labour Management Committee, Health and Safety and/or other Committees dealing with personnel issues will be administered by the Commission and/or their designate. The Commission will supply the Union with the name and contact listing for those persons who are authorized to deal with personnel issues.
6. The Town shall maintain one (1) seniority list for Town and Commission employees, and seniority shall accumulate as per the provisions of the current Collective Agreement.

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7. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards by June of each year.
8. Where a short-term (ten [10] working days or less) temporary layoff is implemented by the Commission to accommodate a summer cutback in the hours of operation, bumping as set out in Section 11.02(c) of this Collective Agreement will not apply.
9. This Agreement will be reviewed on March 31st, 2007 or in conjunction with the expiration of the existing Collective Agreement.
10. Should the Town and the Commission terminate their management agreement, this Letter of Agreement shall also be deemed terminated.

SIGNED ON BEHALF OF
Town of Comox

SIGNED ON BEHALF OF
Canadian Union of Public Employees
Local 556

SIGNED ON BEHALF OF
Comox Recreation Commission

Date: _____

TOWN OF COMOX

APPENDIX 'A'

RECREATION/COMMUNITY CENTRE

Program Director

Recreation Programmer

Clerk Typist II/Recreation

Clerk Typist III/Recreation

Teen Coordinator

Child Care Worker

After School Care Coordinator

After School Care Assistant

Facility Maintenance Supervisor

Janitor (thirty-seven [37] hours per week)