

COLLECTIVE AGREEMENT

BETWEEN

CUPE LOCAL 118

AND

DISTRICT OF UCLUELET

January 1, 2003 to December 31, 2006

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JOB DESCRIPTIONS attached following page 55:

- Assistant Foreman/Operator
- Finance Assistant
- Foreman
- Groundskeeper
- Labourer - Parks
- Labourer - Public Works
- Municipal Planner
- Playschool Assistant
- Playschool Supervisor
- Special Projects Coordinator - Parks
- Utilities Operator

## **ARTICLE 1 - PURPOSE OF AGREEMENT**

### **1.01 Purpose of Agreement**

It is the purpose of both parties to this Agreement:

- a) To improve morale, well being and working relations between the Employer and the Union, and to provide for settled and just conditions of employment.
- b) To encourage efficiency in operations and to improve service to the public.
- c) To recognize the mutual value of joint discussion in all matters pertaining to the workplace.

### **1.02 Nature of Agreement**

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

## **ARTICLE 2 – DEFINITIONS**

### **2.01 Regular Employee**

A Regular Employee is defined as a permanent full-time and a permanent part-time employee.

### **2.02 Term Employees**

- a) A term employee is one who is hired for a specific period of time not to exceed six (6) months without agreement of the Parties. A term employee is one who is relieving a regular employee or is hired to enhance the workforce.
- b) Term employees are entitled to seniority at the completion of the probationary period, which shall accrue on actual days worked.
- c) Term employees are not entitled to any of the benefits and perquisites of this Agreement (e.g. vacations, statutory holidays, sick leave and the benefits provided under article 26, etc.). Effective March 13, 2003, term employees shall be paid twelve percent (12%) in lieu of vacations, statutory holidays and all the benefits and perquisites of this Agreement.

### **2.03 Casual Employees**

- a) Casual employees are those who are employed on an irregular or intermittent basis. The period of employment shall not exceed thirty (30) consecutive working days, unless mutually agreed.
- b) Notwithstanding Article 15.03 (a), casual employees shall not accrue seniority.
- c) Casual employees are not entitled to any of the benefits and perquisites of this Agreement (e.g. vacations, statutory holidays, sick leave and the benefits provided under article 16, etc.). Effective March 13, 2003, casual employees shall be paid twelve percent (12%) in lieu of vacations, statutory holidays and all the benefits and perquisites of this Agreement.

### **2.04 Summer and Incentive Program Employees**

- a) Employees, including summer students, hired under Federal and/or Provincial incentive and summer programs who are employed to augment the regular work force or employed on a special project of limited duration of not more than four (4) months unless otherwise mutually agreed upon.
- b) Summer and incentive program employees shall not be hired to replace an absent employee, and shall not cause a layoff or reduction in hours of a regular employee. Summer and incentive program employees shall not be hired when there are laid off regular employees on the recall list capable of performing the work in question.
- c) Summer and incentive program employees do not accumulate seniority. They are not entitled to any of the benefits and perquisites of this Agreement (e.g. vacations, statutory holidays, sick leave and the benefits provided under article 26, etc.). Effective March 13, 2003, summer and incentive employees shall be paid twelve percent (12%) in lieu of vacations, statutory holidays and all the benefits and perquisites of this Agreement.
- d) Wages shall be in accordance with Schedule "A", except where otherwise mutually agreed.

- e) The Union agrees to sign jointly with the employer the applications for Government Work Experience grants, provided clause (a) and (b) above are met.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

### **3.01 Hiring and Discipline**

Subject to the terms of this Agreement, management shall have the right to deploy the work force, hire, classify, transfer, promote, demote, and lay off employees and suspend, discipline and discharge employees for just cause.

### **3.02 Management and Discretion**

Subject to the terms of this Agreement, management shall have the right to manage the affairs of the municipality and without limiting the generality of the foregoing, to determine the number and kinds of functions in which to engage, services to provide, to plan, direct and control all methods of operation including the contracting for work done on behalf of the municipality, the nature, number and location of tools and facilities, the organization of work, employment levels and standards of performance, and require employees to observe rules and regulations respecting the work place reasonably set by the employer.

### **3.03 No Discrimination**

The Employer shall exercise its rights in a fair and reasonable manner. The Employer's rights shall not be used to direct the work force in a discriminatory manner.

## **ARTICLE 4 – RECOGNITION AND NEGOTIATIONS**

### **4.01 Bargaining Unit**

- a) The Employer recognizes the Canadian Union of Public Employees and its Local 118 as the sole and exclusive collective bargaining agent for all its employees save and except those excluded by the Labour Relations Code and hereby agrees to negotiate with the Union, or any of its authorized committees concerning all matters affecting the relationship between parties, aiming toward a peaceful and amicable settlement of any differences that arise between them.
  
- b) The following positions shall be excluded from the Bargaining Unit:  
  
Chief Administrative Officer  
Deputy Director of Corporate Administrative Services or Clerk  
Director of Financial Services  
Deputy Director of Financial Services or Manager of Finance  
Director of Engineering Services  
Director of Recreation and Tourism  
Director of Planning Services
  
- c) And any other positions the Parties may mutually agree upon or are determined by the Labour Relations Board.

### **4.02 No Other Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or the Employer's representative which may conflict with the terms of this Collective Agreement.

### **4.03 Right of Fair Representation**

The Union shall have the right in accordance with this Article to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises during normal municipal office hours and upon written notice to and with approval from the Clerk/Administrator.

#### **4.04 Union Officers and Committee Members**

- a) Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including but not limited to the investigation and processing of grievances, attendance at meetings with the Employer, and participation in negotiations and Arbitration. Permission to leave work during working hours for such purposes shall first be obtained in writing from the immediate supervisor prior to any action taken.
- b) Such permission shall not be unreasonably withheld, except for emergency purposes. Employees involved in such Union activities shall not incur loss of pay, but will not be eligible for overtime or pay in excess of regular salary or wages.

### **ARTICLE 5 - HUMAN RIGHTS**

#### **5.01 Preamble**

- a) To prevent behaviour which constitutes harassment or discrimination.
- b) To safeguard against a repeat of any harassing or discriminatory behaviour.
- c) To demonstrate the harm and unacceptable nature of the behaviour to the person responsible, and to others.
- d) To resolve complaints so as to preserve the rights of both the complainant and the person against whom the complaint was made.

#### **5.02 Human Rights Act**

The Union and the Employer agree to be bound by the Human Rights Act and specifically agree that there shall be no harassment or discrimination practised with respect to any person in the matter of their employment by reason of age, race, creed, national origin, political affiliation, sex, sexual orientation or marital status, nor by reason of any membership in any labour or management organisation unless such discrimination is based upon a bona fide occupational requirement.

### **5.03 Joint Policy**

The mutually agreeable Discrimination and Harassment Policy signed July 5, 2001 forms part of this agreement.

## **ARTICLE 6 – UNION MEMBERSHIP**

### **6.01 Union Membership**

As a condition of employment, all employees shall become and remain members of the Union within thirty (30) working days of employment.

## **ARTICLE 7 - CHECK-OFF OF UNION DUES**

### **7.01 Check-Off of Payments**

The Employer shall deduct from every member any dues, initiation fees, or assessments levied by the Union on its members.

### **7.02 Deductions**

Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union not later than the 15th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names and addresses of the employees from whose wages the deductions have been made together with the amounts deducted in each case.

### **7.03 Dues Receipt**

At the same time that Income Tax (T-4) slips are made available, the Employer shall include the amount of Union dues paid by each Union member in the previous year.

## **ARTICLE 8 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

### **8.01 New Employees**

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and, with the conditions of employment set out in the Articles dealing with Union security and dues check off. The Employer also agrees that the new employee shall be introduced to the Shop Steward in their department.

## **8.02 Copies of Agreement**

New employees shall be presented with a copy of the Agreement by the Employer within thirty (30) days of commencement of employment.

## **ARTICLE 9 - CORRESPONDENCE**

### **9.01 Correspondence**

All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Clerk/Administrator and the Recording Secretary of the Union, and a copy to the Chairperson of the Ucluelet Unit.

## **ARTICLE 10 – LABOUR MANAGEMENT COMMITTEE**

### **10.01 Establishment of Committee**

On the request of either party, the Parties shall meet at least once every two months until this Agreement is terminated, for the purpose of discussing issues related to the work place that affect the Parties or any employee bound by this agreement.

### **10.02 Chairperson of the Meeting**

An Employer and a Union Representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

### **10.03 Minutes of the Meeting**

Minutes of each meeting of the committee shall be prepared by one committee member, as mutually agreed between the Parties, and signed by the joint chairpersons as promptly as possible after the close of the meeting.

### **10.04 Jurisdiction of Committee**

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

## **ARTICLE 11 - LABOUR MANAGEMENT AND BARGAINING RELATIONS**

### **11.01 Representatives**

The Employer shall not bargain with an employee or group of employees in the Bargaining Unit, who do not have proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson.

### **11.02 Union Bargaining Committee**

A Union Bargaining Committee shall be elected or appointed and consist of not more than two (2) members of the Union. The Union will advise the Employer of the Union members **on** the Committee.

### **11.03 Function of the Bargaining Committee**

All matters pertaining to rates of pay, hours of work, collective bargaining and other working conditions, shall be referred by the Union Bargaining Committee to the Employer or from the Employer to the Union Bargaining Committee for discussion and settlement.

### **11.04 Meeting of Committee**

In the event either Party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

### **11.05 Technical Information**

The Employer shall consider requests for technical information regarding bargaining in accordance with the *Freedom of Information and Protection of Privacy Act*.

## ARTICLE 12 – GRIEVANCE PROCEDURE

### 12.01 Grievance Procedure

***Any difference arising between the parties concerning the application, interpretation or alleged violation of this Agreement shall be resolved without work stoppage in the following manner:***

- Step 1: An employee who believes he/she has a grievance shall, with or without the Shop Steward in attendance, first attempt to resolve the dispute within seven (7) working days of the time that the employee should have reasonably known of such incident, with the employee's immediate supervisor. If the matter is not resolved within seven (7) working days of its submission, the matter be reduced to writing and may be submitted to the next step within a further five (5) working days.
- Step 2: The Department Head or designate will meet with the grievor and one (1) Union Representative to attempt to resolve the difference. The Department Head/Designate shall respond within seven (7) working days of the hearing. Failing resolution, the grievance may be referred to the third step within five (5) working days of receipt of the response.
- Step 3: The grievance may be submitted by the Union to the Clerk/Administrator who will render a written decision within seven (7) working days of the Step 3 hearing.
- Step 4: Failing a satisfactory settlement being reached in Step 3, the Union or the Employer may refer the dispute to Arbitration.

Time lines may be extended by mutual agreement between the Parties.

### 12.02 Replies in Writing

After Step 1, replies to grievances stating reasons shall be in writing.

### 12.03 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be bypassed. This Article does not apply due to disputes over monetary adjustments for individual employees.

## **ARTICLE 13 - ARBITRATION**

### **13.01 Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within seven (7) working days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two appointees shall select an impartial Chairperson.

### **13.02 Failure to Appoint**

If the party receiving the Notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairperson within seven (7) days of their appointment, the appointment shall be made by the Director of the Collective Agreement Arbitration Bureau upon request of either Party.

### **13.03 Decision of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable upon all Parties, except where it may be reviewed at law. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provision of this Agreement, but does have jurisdiction to modify any penalties imposed.

### **13.04 Expenses of the Board**

Each party shall pay its own expenses and costs of the Arbitration, the remuneration and disbursements of its appointee to the Board and one-half (½) the compensation and expenses of the Chairperson and of stenographic and other expenses of the Arbitration Board.

### **13.05 Single Arbitrator**

Notwithstanding the above, the Parties may, by mutual agreement, refer the dispute to a single Arbitrator, with each Party paying one-half (½) of the cost of such single Arbitrator. The single Arbitrator shall have the same powers as an Arbitration Board.

## **ARTICLE 14 – DISCIPLINE AND DISCHARGE**

### **14.01 Steward to be Present**

An employee shall have the right to have their Steward present at any discussion with supervisory personnel where formal disciplinary action may be taken. Notwithstanding this Article, it is understood that where circumstances dictate, the Employer may take appropriate disciplinary action without a Steward being in attendance.

### **14.02 Discipline and Discharge Procedure**

An employee who has completed their probationary period, may be dismissed but only for just cause and only upon the authority of the officials of the Employer. When the Employer has dismissed or suspended an employee under this section, a letter shall be forwarded to the employee within five (5) working days of his dismissal, with a copy to the Union, stating the cause for the dismissal or suspension.

### **14.03 Personnel File**

An employee shall have the right, at a time mutually acceptable to the employee and the Employer, to have access to and review his/her personnel file, and to make copies of any documents therein.

The Employer will not introduce as evidence in any Arbitration hearing, any disciplinary documents from the employee's personnel file that were entered into the file after March 13, 2003 and the existence of which the employee was not aware.

### **14.04 Warning**

Whenever the employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring their work up to a required standard by a given date the employer shall, within seven (7) days thereafter, give written particulars of such censure to the employee involved with a copy sent concurrently to the Chairperson of the Ucluelet Unit.

### **14.05 Crossing of Picket Lines During Strike**

No employee shall be required to cross a picket line arising out of a legal strike or lockout, except to provide emergency service and carry out emergency inspections.

## **ARTICLE 15 – SENIORITY**

### **15.01 Seniority Defined**

- a) Seniority is defined as the length of service in the bargaining unit, and shall include service with the employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining unit wide basis.
- b) Regular employee's seniority is based on start date and is accumulated on calendar days. Service as a term employee prior to posting into a regular position shall be based on a cumulative length of terms based on a calendar year calculation.

### **15.02 Seniority List**

The employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

### **15.03 Probation for Newly Hired Employees**

- a) All new regular, term and casual employees shall be hired on probation. The probation period shall be sixty (60) worked days from the date of hiring. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, except where specifically excluded. After completion of the probationary period, seniority shall be effective from the original date of employment.
- b) A newly hired employee may be discharged without notice during the probationary period if the employer determines that the employee is unsuitable for employment in the position. Any extension shall be subject to mutual agreement by the Parties.
- c) Probationary employees shall be paid at 90% of the starting rate of pay established for the position. After successful completion of the probationary period, the employee shall be paid the full rate of pay established for the position.

### **15.04 Loss of Seniority**

- a) An employee shall not lose, and shall continue to accrue, seniority if absent from work because of sickness, disability, accident, layoff or leave approved by the employer.
- b) An employee shall only lose seniority for the following reasons:
  - 1) the employee is discharged for just cause and not reinstated;
  - 2) for failing to return or respond to a recall from layoff within forty-eight (48) hours after receiving notice to do so, unless through sickness or other just cause;
  - 3) if laid off and not recalled for a period equal to twelve (12) months;
  - 4) if the employee resigns;
  - 5) if the employee accepts severance pay; or,
  - 6) if the employee fails to report to work for three consecutive days without notifications unless through sickness or other just cause.

### **15.05 Appointment Outside of the Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without his/her consent. **An employee appointed to an excluded position shall have their seniority date frozen at the time of appointment. The Employer agrees to post and fill the temporary vacancy for up to six months.** An employee appointed to a position outside the bargaining unit, within six (6) months worked of being so appointed, can choose to return or can be returned to the position held in the bargaining unit. In such case the employee's seniority, as at the date of the outside appointment shall be restored. Any other employee promoted or transferred as a result of the appointment shall also be returned to their former position and any employees who may have been hired shall be terminated without notice.

**If the employee stays in the excluded position after six (6) months, the employee's seniority within the bargaining unit shall be lost.**

## **ARTICLE 16 – PROMOTION AND STAFF CHANGES**

### **16.01 Job Postings**

When a vacancy or a new position of a permanent nature is to be filled, the employer shall notify the Union in writing, and post notice of the position on the Union bulletin boards for a minimum of one week so that all members will know about the position. The employer agrees that before applications are

considered for any such vacancy or position, applications from regular employees of the employer shall first be considered.

### **16.02 Temporary Vacancies**

Temporary vacancies exceeding twenty (20) consecutive working days will also be posted unless otherwise mutually agreed.

### **16.03 Information in Postings**

Such notice shall contain the following information:

- 1) nature of position;
- 2) qualifications;
- 3) required knowledge and education;
- 4) skills;
- 5) shift;
- 6) hours of work; and
- 7) wage or salary rate or range.

Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

### **16.04 Role of Seniority and Promotions, Transfers and Staff Changes**

- a) In making promotions, transfers or filling vacancies, the skill, knowledge and ability of the applicants concerned shall be the primary consideration. Where such qualifications are relatively equal, seniority shall be the determining factor.
- b) Regarding minimum and preferred qualifications, both Parties agree to a training and education policy for all bargaining unit employees that states: where training is limited, the successful applicants for training programs will be selected on the following basis:
  - 1) incumbent in the position; and,
  - 2) by length of service with the employer.

### **16.05 Trial Period**

- a) The successful applicant shall be notified within one (1) week of the

Employer making its selection. The successful applicant shall be given a trial period of sixty (60) worked days. The Employer shall not curtail the trial period without just or reasonable cause, before it has run its full course. Conditional upon satisfactory service, the employee shall be deemed regular or term, as is appropriate, after the period of sixty (60) worked days.

- b) In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, the employee shall be returned to their former position, wage or salary rate or status without loss of seniority. Any other employee promoted or transferred because of the rearrangement of position shall also be returned to their former position, wage or salary rate or status, without loss of seniority.
- c) The trial period may be extended by mutual agreement of the Parties.

#### **16.06 Notification to Employee and Union**

Within seven (7) calendar days of the date of appointment of a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards.

#### **16.07 Promotions Requiring Higher Qualifications**

If no employee is appointed to a vacancy in accordance with Article 16.04, then serious consideration for promotion will be given to the applicant with the greatest seniority who does not possess the required qualifications, but is preparing for qualification prior to filling the vacancy. If granted the job, the employee will be given an opportunity to qualify within a reasonable trial period. If the qualifications are not met within this time, the employee shall revert to their former position. ***An employee who has been offered an opportunity under this clause will not be paid at the salary for the position until the qualifications are met in accordance with Article 16.03.***

### **ARTICLE 17 – LAYOFFS**

#### **17.01 Definition of Layoff**

- a) A layoff shall be defined as a reduction in the workforce or a reduction in the hours of regular employees.
- b) Term employees are entitled to one (1) week notice of layoff.

### **17.02 Role of Seniority in Layoffs**

Both Parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified and capable of immediately performing the work of the employee with less seniority. An employee shall only have the right to bump up provided they possess the skill, knowledge, and ability to perform the job and qualifications as per the job description.

### **17.03 Recall Rights**

Employees shall be recalled in the order of their seniority provided the employee is qualified and capable of immediately performing the work.

An employee may elect to give up recall rights in favour of receiving severance pay in accordance with the *Employment Standards Act*. The employer will advise the Union prior to finalizing the employee's option.

### **17.04 No New Employees**

No new employee shall be hired until those laid off have been given an opportunity of recall.

### **17.05 Advance Notice of Layoff**

Unless legislation is more favourable to regular or regular part-time employees, the employer shall notify employees who are to be laid off fourteen (14) calendar days prior to the effective day of layoff. If the employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which the work was not made available.

### **17.06 Grievances on Layoffs and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

## ARTICLE 18 – HOURS OF WORK

### 18.01 Hours of Work

a) **Regular Full-time Administration Employees**

8 hours between the hours of 8:00 am and 5:00 pm with one (1) hour off for lunch (unpaid).

The work week is Monday to Friday.

The above days and hours of work may be changed by mutual agreement.

b) **Regular Full-time Public Works Employees**

8 hours between the hours of 8:00 am and 4:30 pm with one-half (½) hour off for lunch (unpaid).

The work week is Monday to Friday.

The above days and hours of work may be changed by mutual agreement.

c) **Regular Full-time Parks & Recreation Employees**

8 hours between the hours of 8:30 am and 5:00 pm with one-half (½) hour off for lunch (unpaid).

The work week is Monday to Friday.

The above days and hours of work may be changed by mutual agreement.

d) **Regular Part-time Employees (Administration, Public Works and Parks & Recreation)**

A minimum of four (4) consecutive hours per day on a scheduled part-time basis, to be determined by the employer, between the hours of 8:00 am and 5:00 pm.

### 18.02 Special Work Days

The normal workday is subject to change, by mutual agreement, by designating a special workday provided a minimum of twenty-four (24) hours notice of the change has been posted.

### **18.03 Employee Rest Periods**

All employees shall be permitted a fifteen (15) minute rest period both in the first half and the second half of the normal workday.

## **ARTICLE 19 – OVERTIME**

### **19.01 Overtime Eligibility**

- a) Normally, overtime must be authorized by the employer in advance.
- b) Overtime shall be paid when an employee works in excess of the full-time hours in one day or the full-time hours in one week.

### **19.02 Overtime Rates**

- a) Overtime will be paid at the rate of time and one-half (1½x) for every hour worked over the full-time hours in one day and double time (2x) for every hour worked over eleven (11) hours in one day.
- b) Unless otherwise provided in this Agreement, an employee shall be paid at the rate of time and one-half (1½x) for every hour worked in excess of forty (40) hours per week and at double (2x) time for every hour worked in excess of forty eight (48) hours per week.

### **19.03 Meal Allowances and Breaks**

Where an employee is required to work overtime of three (3) hours continuous with a regular daily shift, the employee shall be paid a meal allowance in the amount of fifteen dollars (\$15). After four (4) consecutive hours of overtime work, the employer will provide a one-half (½) hour meal break with pay.

### **19.04 No Layoff for Overtime**

An employee shall not be required to layoff during regular hours to equalize any overtime worked.

### **19.05 Sharing of Overtime, Call Out and Standby**

Overtime, call out and standby shall be divided equally between employees who are willing and qualified to perform the available work. No employee shall be required to work overtime against their wishes when other qualified employees are available to perform the required work.

### **19.06 Overtime Accumulation**

- a) Employees shall be allowed to continuously accumulate up to a maximum of two (2) weeks of overtime from January 1 to December 31 of any year.
- b) Time off may be scheduled at any time mutually convenient to the employee and the employer.

### **19.07 Overtime Worked on An Employee's Day Off**

Overtime work on an employee's first day off shall be paid at the rate of time and one-half (1½x). Overtime work on an employee's second day off shall be paid at the rate of double time (2x) providing that the employee has worked the first day off.

### **19.08 Call Out**

- a) A call out occurs when an employee, who has completed the regularly scheduled full-time hours in a work day or a work week, as applicable, and has left the work place, is required by the Employer to return to work.
- b) An employee, who is not on standby and who is called out to work (as defined above) shall be paid a minimum of two (2) hours at the applicable overtime rate.

### **19.09 Standby**

- a) An employee is on standby when he/she has completed the regularly scheduled full-time hours in a work day or a work week and is required by the Employer to remain immediately available for work during his/her off-duty time. Standby employees are required to be ready and able to return to work during their standby period and they must remain immediately available by telephone contact, radio or paging device.
- b) Effective March 13, 2003, employees required to be on standby shall be paid one (1) hour per day standby pay at regular rates, which may be banked under article 19.06.
- c) When a standby employee is required to return to work during the standby period, he/she shall be paid a minimum of two (2) hours at

the applicable overtime rate.

- d) All Public Works employees are required to share weekly standby duty in an equitable fashion and they must remain available to report for work within one (1) hour of being contacted when they are on standby (this includes Foreman; Assistant Foreman if applicable; Utility Operator; Public Works labourer and/or any other Public Works position created during the course of this Agreement.)

## **ARTICLE 20 – PAID HOLIDAYS**

### **20.01 Entitlement**

- a) Regular and Term employees shall be entitled to the following holidays with pay:
- New Years Day
  - Good Friday
  - Easter Monday
  - Victoria Day
  - Canada Day
  - BC Day
  - Labour Day
  - Thanksgiving Day
  - Remembrance Day
  - Christmas Day
  - Boxing Day
  - and any other day proclaimed by the Federal, Provincial or Municipal governments as a statutory holiday.

### **20.02 On a Day of Rest**

When a general holiday falls on a regular employee's day of rest, the employer shall give entitled employees a day off in lieu with pay.

### **20.03 Pay When Working**

- a) If any regular employee is authorized to work on a general holiday, the employee shall be given another day off in lieu with pay. As well, the employee shall be paid for hours worked on the general holiday at the rate of one and one-half times (1½x) the employee's basic rate or in accordance with the *Employment Standards Act*, whichever is

greater.

- b) Term employees who work on a general holiday shall be given another day off in lieu with pay. As well, the employee shall be paid for hours worked at the rate of one and one-half times (1½x) the employee's basic rate or in accordance with the *Employment Standards Act*, whichever is greater.

#### **20.04 Christmas Closure**

If and when the Employer closes part or all of its operations over the Christmas season, affected employees may elect to use banked overtime or vacation time during the closure period. Employees who do not use overtime or vacation time shall be placed on unpaid leave, however their benefits will continue.

### **ARTICLE 21 – VACATIONS**

#### **21.01 Use of Vacation Time**

Except as hereinafter provided, the provisions of the *Employment Standards Act* shall apply for the purposes of annual vacation entitlement under this Agreement.

- a) Vacation entitlement for regular employees shall be as follows:
- During the first calendar year two (2) weeks pro-rated
  - During the second to fifth calendar years three (3) weeks
  - During the sixth to tenth calendar years four (4) weeks
  - During the eleventh to twentieth calendar years five (5) weeks
  - During the twenty-first and subsequent calendar years six (6) weeks
- b) An employee shall accrue but shall not be entitled to take vacation time until the completion of the first six (6) months of continuous employment.
- c) Employees shall endeavor to use their vacation entitlement within the year and vacations will be scheduled during time periods mutually agreed with the employer.
- d) Employees will have the option of being able to bank up to two (2) weeks per year of their annual vacation entitlement. Banked vacation time must be taken in time off and shall not be paid out in cash.

Additional time may be banked with the agreement of the Employer provided that no more than a total of three (3) weeks may be banked.

- e) Preference in the selection of vacation periods will be on the basis of seniority, with inside and outside workers considered separately, provided the employer is advised of the selection by March 15<sup>th</sup>. The employer shall notify employees by the end of the first week of April regarding the approval of such requests. Should the request be refused, it shall be for just cause.

### **21.02 Compensation for Holidays Falling Within Vacation Schedule**

If a paid holiday falls or is observed during an employee's vacation, the employee shall be allowed an additional vacation day with pay at a time mutually agreed upon by the Parties.

### **21.03 Vacation Accrual While on WCB**

- a) Any time lost while an employee is receiving Workers' Compensation benefits through the employer under Article 26.06 shall be included as though they were days worked for the purpose of calculating annual vacation entitlement. If an employee receives WCB benefits directly from the WCB, during such absences, after six (6) months, vacation entitlement will not accrue.
- b) Employees on a Graduated Return to Work Program shall accrue vacation from the day of commencement of the program on a pro-rated basis.

### **21.04 Payment upon Termination**

Employees shall be paid for any unused but earned vacation entitlement if the employee's employment is terminated during their vacation year.

## **21.05 Schedule of Vacation**

Vacation schedules shall not be changed without the consent of the affected employees.

## **ARTICLE 22 – SICK LEAVE**

### **22.01 Entitlement**

- a) Subject to the terms of this Agreement, eligible employees shall be entitled to accrue sick leave credits at the rate of one and one-half (1½) days per month to a maximum of one hundred and twenty (120) days.
- b) This does not apply where the employee is receiving compensation from the Workers' Compensation Board in excess of six (6) months.
- c) This does not apply where the employee is on any unpaid leave of absence in excess of ninety (90) days
- d) Employees on a Graduated Return to Work Program shall accrue sick leave from the day of commencement of the program on a pro-rated basis.

### **22.02 Proof of Illness**

- a) The employer may request a certificate from a qualified medical practitioner confirming the illness, accident or disability.
- b) The employer may request a certificate upon an employee's return ensuring the affected employee is fit and capable of performing the duties pertaining to the job.
- c) The employer shall pay for any costs in obtaining the certificate(s). If the employee does not co-operate in obtaining the certificate(s), then the employee shall not be entitled to use sick leave credits for the period of time away from work.

### **22.03 Rate of Pay**

The rate paid for sick leave shall be the employee's regular classified rate of pay on the day he or she commences sick leave.

## **22.04 Family Illness**

Provided the necessary sick leave credits are available, and the employee is entitled to sick leave under this Article, an employee shall be granted a maximum of five (5) accumulated sick days per year to care for a dependent child, spouse or the employee's aged and infirm parents.

## **22.05 Abuse of Sick Leave**

Any employee who abuses the principle of this Article may be subject to discipline.

## **22.06 Required Medical Travel**

Regular employees, who are required by a qualified medical practitioner to travel outside of the District of Ucluelet for required medical care (including required dental care) that cannot be provided in the District of Ucluelet may utilize sick leave for such travel, to a maximum of two (2) days of accumulated sick leave per annum, provided the employee has necessary sick leave credits available and is otherwise entitled to sick leave under this Article. The Employer reserves the right to require a certificate from a qualified medical practitioner verifying that the travel is necessary and the required treatment cannot be provided in the District before granting sick leave under this section. The Employer shall pay the cost of obtaining such certificates when it requires.

# **ARTICLE 23 – LEAVES OF ABSENCE**

## **23.01 Public or Union Leave**

- a) The employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the employer shall allow a leave of absence so that an employee may be a candidate in federal, provincial or school board elections, without loss of benefits, provided the insurer agrees that the employee will pay the premiums.
- b) An employee who is elected to public office shall be allowed leave of absence without pay or benefits but without loss of seniority during their term of office, so long as seniority does not accrue during the leave.
- c) An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted a leave of absence without pay or benefits but without loss of seniority for a period of one (1) year. Such leave may be reviewed each year, on request during their term of office.

### **23.02 Pay During Leave of Absence for Union Work or Convention**

An employee shall receive the pay and benefits provided in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the employer for all pay and benefit costs of the employer during the leave of absence.

### **23.03 Pall Bearers Leave**

One-half (½) day leave shall be granted without loss of salary, wages or benefits to attend as a pallbearer.

### **23.04 Pregnancy Leave**

- a) Upon request, a pregnant employee will be granted unpaid leave for a period of not more than eighteen (18) consecutive weeks or such longer period as mutually agreed between the employee and the employer. Such employee shall also be entitled to Parental Leave, pursuant to Article 23.05.

The period of pregnancy leave shall commence on a date determined by the employee, but not sooner than eleven (11) weeks prior to the estimated birth date, and ending no earlier than six (6) weeks after the actual birth date.

The request to take pregnancy leave must be made in writing, at least four (4) weeks prior to the proposed commencement of the leave, and include the probable birth date.

An employee on commencement of pregnancy leave shall provide the employer with her return to work date.

The period of pregnancy leave shall abut any period of Parental Leave taken under the provisions of Article 23.05.

Pregnancy leave shall be extended for up to an additional six (6) consecutive weeks or such longer period as deemed necessary, for illness of the newborn child(ren) where a doctor's certificate is presented, or for reasons related to the birth or the termination of the pregnancy.

b) Return to Work Procedure

When an employee returns to work after pregnancy leave, the employee shall provide the employer with at least two (2) weeks notice. On return from pregnancy leave, the employee shall be placed at least in her former position. If the former position no longer exists, the employee shall be placed in a position in the employee's department at similar rank and value at the same rate of pay.

c) Early Return and Emergency Situations

In the case of an incomplete pregnancy, death of a child or other special situations, an employee may return to work earlier than provided in the agreed-upon leave, provided that a minimum of ten (10) working days written notice is given to the employer.

The employee intending to make an early return to work will submit a written application together with a medical certificate stating that the employee is fit to return to work.

d) Adoption Leave

Upon request, an employee shall be granted an unpaid leave of absence for up to eighteen (18) weeks following the adoption of a child. The employee shall furnish proof of adoption. Such employee shall also be entitled to Parental Leave, pursuant to Article 23.05.

When both parents are employees of the employer, the total period of adoption leave to be taken by either or both parents is eighteen (18) weeks. The parents shall decide the periods which either or both of them will take the leave, subject to the agreement of the employer.

### **23.05 Parental Leave**

An employee who requests Parental Leave shall be entitled to:

- a) for a birth mother immediately after the end of the pregnancy leave, unless the employee and the Employer agreed otherwise, up to thirty-five (35) weeks of unpaid leave.
- b) for a birth father, after the child's birth and within fifty-two (52) weeks after that event, up to thirty-seven (37) weeks of unpaid leave.
- c) for an adopting parent within fifty-two (52) weeks after the child is placed with the parents, up to thirty-seven (37) weeks of unpaid leave.

- d) where both parents are employees of the employer, the employees shall determine the apportionment of Parental Leave between them, subject to the agreement of the employer. The total Parental Leave, when shared between both parents, shall not exceed thirty-seven (37) weeks;
- e) the request to take Parental Leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave.

If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to six (6) weeks of unpaid leave, beginning immediately after the end of the leave taken under this provision. If possible, the employee shall provide at least two (2) weeks notice in order to invoke this Article for extended leave.

### **23.06 Extended Pregnancy/Parental Leave**

Upon written request at least twenty (20) working days prior to the expiration of Pregnancy Leave and/or Parental Leave, an additional leave of absence without pay and without loss of seniority, shall be granted to a maximum of twelve (12) months.

The employee may maintain health and employee benefits in accordance with the respective plans, if the employee so wishes, by payment of the costs of such benefits by the employee.

The employee returning to work after extended Pregnancy/Parental Leave shall provide the employer with at least twenty (20) working days notice.

On return from extended Pregnancy/Parental Leave, the employee shall return to the position previously held by the employee. If the former position no longer exists, the employee shall be placed in a position of similar rank and value at the same rate of pay.

### **23.07 Paid Jury or Court Witness Duty Leave**

The employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and amount received. Time spent by an employee required to appear before any Government body, or who is

subpoenaed to attend a coroner's inquest or who is required to serve as a court witness in any matter arising out of the employee's employment shall be considered as time worked at the appropriate rate of pay. This Article does not apply to an employee who is a plaintiff or defendant in a civil action, the defendant in a criminal matter or attending court as a result of activities or work unrelated to their employment.

### **23.08 General Leave**

An employee shall be entitled to a leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause. Such request shall be in writing and may be approved by the employer. Such approval shall not be withheld without just cause.

### **23.09 Bereavement Leave**

An employee shall be granted compassionate leave in the case of a death occurring in the immediate family, with pay, for a period of three (3) working days. Immediate family means the father, mother, step parents, foster parents, father-in-law, mother-in-law, spouse, step children, children, brothers, sisters, brother's-in-law, sister's-in-law, grandparents, grandchildren, common-law spouse, and parents of the common-law spouse of the employee.

Common-law spouse as used in this Article shall mean a person who continues to and has cohabited with an employee for a period of at least one (1) year and who is publicly represented as a spouse.

The Employer may, at its sole discretion, grant additional days of paid bereavement leave when there is good and sufficient cause for so doing (such as when excessive travel is involved to attend the funeral.)

### **23.10 Education Leave**

- a) When an employee is required by the Employer to attend education or upgrading courses related to employment, the Employer shall cover fees and reasonable costs incurred on a pre-approved basis. The employee shall suffer no loss of his/her normal straight time pay while so doing, provided the course is only available and/or can only be taken during the employee's normally scheduled working hours and provided further that there is no eligibility for overtime in such situations. Employees required by the Employer to take designated courses and/or examinations shall be eligible to receive travel expenses (transportation, food and lodging) in accordance with the section "Per Diem Rates" in the Article "Payment of Wages."

- b) When an employee, who is required by the Employer to attend education or upgrading courses related to employment, fails to successfully complete such course and the employee wishes to repeat such course, or the employee is required by the Employer to repeat such course as a condition of employment, the employee may be required to do so at his/her own expense (i.e. no cost to the Employer.) In such cases, the Employer shall at its sole discretion decide, what costs it is willing to incur, if any, to have the course in question repeated.
- c) When an employee attends a course or takes an examination, not required by the Employer under the previous paragraphs, with the advance approval of the Employer, the Employer may, at its sole discretion, reimburse the employee for some or all fees and expenses and may grant leave of absence without pay or without loss of pay.

## **ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES**

### **24.01 Pay Days**

The employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, and any other supplementary pay and deductions.

The employer may not make deductions from wages or salaries unless payment was made in error, or the deduction is authorized by statute, court order, Arbitration order, the employee or by this Agreement.

Any recovery of overpayment shall be made so as not to cause undue hardship to the employee.

### **24.02 Pay for Work in Higher Rated Position**

- a) When an employee is required by the employer to perform the duties of a higher rated position inside the bargaining unit, the employee shall receive one dollar and fifty cents (\$1.50) in addition to his/her regular rate of pay.
- b) When an employee is required by the employer to perform the duties of a higher rated position outside the bargaining unit, the employee shall receive one dollar and fifty cents (\$1.50) in addition to his/her rate of pay.

### **24.03 Pay on Transfer or Lower Rated Job**

When an employee is assigned by the employer in accordance with the terms of this Collective Agreement to a position paying a lower rate, the employee's rate shall not be reduced.

### **24.04 Vacation Pay**

An employee may upon giving at least three (3) days notice, receive on the last office day preceding commencement of their annual vacation, any pay to which the employee may be entitled.

### **24.05 Premium Pay**

Unless it is a recognized category, any employee shall be paid at the rate of regular pay plus one dollar (\$1.00) for each hour, with a minimum of two (2) hours, when they are required to:

- a) work in any open sanitary sewer, clean sewage pump station wet wells, sewage grit chambers, or if coming into contact with live sewage;
- b) use herbicides and pesticides;
- c) handle chlorine and fluoride; or,
- d) work special days.

### **24.06 Automobile Allowance**

- a) As a condition of employment, the employer shall not require an employee to own an automobile. When transportation is required, the employee may, with the approval of the employer, elect to use their own automobile at the travel rate of thirty-five (35¢) a kilometer. If an employee does not elect to use their own automobile, the employer shall, when necessary, provide alternate transportation appropriate to the occasion.
- b) If the employee's vehicle is damaged through vandalism or if the employee is in an accident while performing work for the Employer, the Employer shall reimburse the employee's insurance deductible costs up to a maximum of two hundred and fifty dollars (\$250.00), provided the employee was without fault in such accident and in the case of vandalism, the employee can prove to the Employer's satisfaction that the damage was done while the employee was using

the vehicle in performing work for the Employer. Proof of insurance and receipt will be required to obtain reimbursement.

#### **24.07 Lead Hand**

A Lead Hand is an employee designated as such by the employer who is required to exercise limited supervisory authority over three (3) or more employees, the Lead Hand shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for each hour worked in this position.

#### **24.08 Level III First Aid Certificate**

Where the Employer requires an employee to hold a *Level III* First Aid Certificate the employee shall be paid a premium of fifty (50¢) cents per hour.

#### **24.09 Water Distribution and Waste Water Treatment Premiums**

Employees shall be eligible for the following premiums upon achieving the applicable Water Distribution and/or Wastewater Treatment certifications:

Water Distribution Level I:	twenty-five cents (\$0.25) per hour
Waste Water Treatment Level I:	twenty-five cents (\$0.25) per hour
Water Distribution Level II	twenty-five cents (\$0.25) per hour
Waste Water Treatment Level II	twenty-five cents (\$0.25) per hour

The above premiums are accumulative. The Employer reserves the right to limit the number of employees who may receive the above premiums.

### **ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION**

#### **25.01 Job Description**

The Employer agrees to draw up and maintain current job descriptions for all positions for which the Union is the bargaining agent, except Co-operative, Grant & Program Workers (per Article 2.04). new and/or changed job 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. If the Union's objections cannot be resolved, the wording to be used to describe the job required by the Employer may be subject to grievance and arbitration under this Agreement.

## **25.02 No Elimination of Present Classification**

Existing classifications within the unit shall not be eliminated from Schedule "A" without the agreement with the Union. This clause does not apply where no employee has been employed in a classification for two (2) years or more.

## **25.03 Changes in Classification**

The employer shall prepare a new job description whenever a job is created or whenever the duties of a job change in a significant manner. When the duties of any job are changed in a significant manner, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the employer and the Union. If the Parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and Arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

# **ARTICLE 26 – EMPLOYEE BENEFITS**

## **26.01 Retirement**

Every employee shall retire by the last day of the month in which the employee reaches age sixty five (65) or unless legislation requires otherwise.

## **26.02 Pension**

Employees shall participate in the Municipal superannuation plan as they become eligible.

## **26.03 Benefits**

The employer agrees to purchase, where available, insurance coverage for the following benefits. The employer shall in no way be deemed the insurer if any of the following benefits become unavailable.

a) Extended Health Insurance - Premiums are 100% Employer Paid

Insurer pays 80% of eligible expenses after \$25.00 deductible per year. A lifetime maximum reimbursement of \$25,000.00 per insured persons applies. Additional benefit coverage: Vision care reimbursement of 100% of eligible expenses, in excess of the deductible, up to \$200.00 per eligible person every two (2) calendar years.

b) Dental Plan - Premiums are 100% Employer Paid

The Insurer provides the following coverage:

PLAN A: Basic dental services - Plan pays 80% of items covered such as extractions and fillings.

PLAN B: Crowns, bridges and dentures - Plan pays 50%.

PLAN C: Orthodontic - Plan pays 50% of services for dependent children up to a lifetime maximum reimbursement of two thousand dollars (\$2,000) per dependent.

Coverage for dependent children under all dental plans is extended to age twenty-five (25) if the employee's dependent is a full-time student.

The annual maximum combined reimbursement on Plans A and B is one thousand dollars (\$1,000) per person.

c) Long Term Disability - Premiums Paid 100% by Employer

The Insurer pays a taxable benefit of 66 2/3% of monthly earnings to a maximum of twenty-five hundred dollars (\$2,500) after an elimination period of 119 days. Amounts over one thousand dollars (\$1,000) require evidence of insurability. This benefit is payable to age sixty-five (65) and is reduced by any benefits received from WCB and Canada Pension Plan by the employee or employee's dependents.

This insurance covers total disability from the employee's own occupation for two years and any and every occupation thereafter. This insurance covers total disability from any occupation.

d) Group Life Insurance - Premiums Paid 100% by Employer

The Insurer pays the employee's beneficiary a sum of two times your annual earnings rounded to the next multiple of one thousand dollars (\$1,000) to a maximum of two hundred fifty thousand dollars (\$250,000). Amounts of insurance over the non-evidence maximum of fifty thousand dollars (\$50,000) require evidence of an employee's good health before it becomes effective.

e) Accidental Death and Dismemberment Insurance - Premiums Paid 100% by Employer

The Insurer pays the employee's beneficiary a sum of two times (2x) the employee's annual earnings rounded to the next multiple of one thousand dollars (\$1,000) if not already a multiple of one thousand dollars (\$1,000) to a maximum of two hundred fifty thousand dollars (\$250,000) in the case of the employee's accidental death.

The Insurer pays the employee a percentage of the above amount if the accident results in loss of use or dismemberment.

f) Dependent Life Insurance - Premiums Paid 100% by Employer

The Insurer pays the employee a sum of five thousand dollars (\$5,000) on the death of the employee's spouse and two thousand five hundred dollars (\$2,500) on the death of a dependent child.

g) Disputed Claims

In the event of a disputed claim arising between an employee or eligible dependent and an underwriter of any of the foregoing benefits, the respective insurance policy shall govern and the Employer shall not be held liable and such disputes shall not be subject to the grievance procedure.

#### **26.04 Benefits During Layoff**

Employees on layoff shall be permitted to remain on the benefit plan but shall be responsible for paying the premiums, only if the insurance carrier agrees that benefit coverage may continue.

#### **26.05 Workers' Compensation Protection**

All employees shall be covered by the *Workers' Compensation Act*. No employee shall have their employment terminated as a result of absence from work with a compensable accident.

#### **26.06 Workers' Compensation Pay Supplement**

- a) Employees absent from duty due to injuries received while on duty shall receive full wages during such absence. Monies from the Workers' Compensation Board shall be remitted to the employer during that period.
- b) Accrued sick leave for the employee shall be reduced by twenty five percent (25%) of the affected employee's normal workday hours for each day of

work on WCB coverage. If an employee has no accrued sick leave, WCB benefits will be paid directly to him or her but premiums for benefits except superannuation will continue.

## **ARTICLE 27 - HEALTH AND SAFETY**

### **27.01 Union-Employer Health and Safety Committee**

A Joint Occupational Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a maximum of two (2) Union and two (2) Employer members. The Health and Safety Committee shall hold meetings and perform worksite inspections as required by the WCB Act and regulations.

Minutes shall be taken of all meetings and copies sent to the Employer and to the Union.

### **27.02 Health and Safety Information**

The employer shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary health and safety clothing, tools, equipment and protection required. These shall be maintained and replaced, when necessary, at the employer's expense.

### **27.03 Disclosure of Information**

The Employer shall provide the Union written information which identifies all the biological agents, compounds, substances, bi-products and physical hazards associated with the work environment. Where applicable, this information shall include, but not be restricted to, the chemical breakdown of trade name descriptions, information on known and suspected potential hazards, the maximum concentration exposure levels, precautions to be taken, symptoms, medical treatments and antidotes.

### **27.04 Hepatitis "B" Shots**

Any employee who may be required to work on or in sewers or with raw sewages, shall have Hepatitis "B" shot without cost to the employee. Other employees who may be required to work in a Hepatitis hazardous area shall be eligible to receive Hepatitis "B" shot without cost, provided there is a real risk of exposure and the Employer agrees in advance.

## **27.05 Right to Refuse or Stop Unsafe Work**

A member of the Health and Safety Committee shall have the right to stop any work reasonably considered unsafe or hazardous.

Every employee has the right to refuse to perform work on a job, in the work place or to operate any equipment where the employee or a member of the Health and Safety Committee reasonably believes that it would be unsafe or unhealthy to themselves, an unborn child, co-worker or the public, or where it would be contrary to any health or safety legislation or regulation.

Provided the employee immediately informs his or her immediate supervisor of the nature of the condition giving rise to the refusal to work, there shall be no loss of pay or seniority during the period of refusal.

No employee shall be ordered or permitted to work on a job which another worker has refused in accordance with this Agreement until the matter is investigated by the Health and Safety Committee and satisfactorily settled.

## **27.06 Injury Pay Provisions**

An employee who is injured or made sick during working hours, and is required to leave for treatment or is sent home as a result of such injury or sickness shall receive payment for the remainder of the shift at his regular rate of pay, without deduction from sick leave, unless a doctor or a nurse states that the employee is fit for further work on that shift.

## **27.07 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of a work accident shall be at the expense of the employer.

# **ARTICLE 28 - TECHNOLOGICAL CHANGE**

## **28.01 Notice of Change**

The employer will discuss proposed technological changes with the Union and will give as much notice as possible to employees affected to give them an opportunity to train to operate the new equipment or to seek other employment.

## **28.02 Displaced Employees**

An employee who is displaced from their job by virtue of technological change or improvements will be given the opportunity to fill other vacancies according to Article 17.02. No additional employees shall be hired by the employer which would result in an employee losing their employment until an employee already working has been notified of the proposed technological change and allowed a training period to acquire the necessary knowledge and skill for retaining their employment. If a training period exceeds sixty (60) days, the employer and the Union shall discuss the employment of the employee including additional training, bumping rights and severance pay.

## **ARTICLE 29 - JOB SECURITY**

### **29.01 Contracting Out**

The Employer shall not contract out work where it would result in the lay off or reduction of regular hours for any employee, or failure to recall an employee with recall rights, except in cases of emergency.

## **ARTICLE 30 - PRESENT CONDITIONS AND BENEFITS**

### **30.01 Present Conditions to Continue**

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the employer and the Union.

### **30.02 Applicable Law**

All provisions of this Agreement are subject to applicable laws now and hereafter in effect. If any law now existing or hereafter enacted, or if a Proclamation or regulation shall invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger or other structural change of the employer, the entire Agreement shall not be invalidated and the *existing* rights and privileges of the employee shall remain in existence.

## **ARTICLE 31 – GENERAL CONDITIONS**

### **31.01 Bulletin Boards**

The employer shall provide Bulletin Boards which shall be placed so that all employees have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### **31.02 Copies of Agreements**

The Union and the employer desire every employee to be familiar with the provisions of this Agreement and the employee's rights and obligations under it. For this reason the employer shall print, at its own cost, sufficient copies of the Agreement in a Union shop within thirty (30) days of signing.

### **31.03 Copy of Agenda and Minutes**

The Union Unit Chair and Shop Stewards shall be supplied with a copy of the Agenda for District Council meetings and the minutes from the previous Council meeting at or about the same time as they are made available to Council members.

### **31.04 Plural or Feminine Terms May Apply**

Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Party or Parties hereto so require

### **31.05 Clothing Allowance**

Clothing allowance and protective clothing shall be provided as follows:

- a) Hip waders, rain suits, coloured vests, etc. shall be supplied to employees working outside as required or at the discretion of the employer;
- b) Overalls shall be provided to outside workers as required at the discretion of the employer;
- c) Safety footwear – the Employer will reimburse regular employees fifty percent (50%) of the purchase price to a maximum of seventy-five dollars (\$75) per year toward the cost of WCB approved footwear for work. All employees must provide sales receipts to the employer and

be actively at work at the time of purchase. Effective January 1, 2004, the Employer's contribution towards the purchase price shall increase to seventy percent (70%) to a maximum of one hundred dollars (\$100) per year. Effective January 1, 2004, this reimbursement may be cumulative so that the employee may purchase approved safety footwear every two (2) years.

- d) Clothing provided under Clauses a) and b) of this Article shall remain the property of the employer.

### **31.06 Training and Travel on Municipal Business**

Upon successful completion of employer approved job-related upgrading courses, employees shall be reimbursed for:

- a) any wages lost for regular hours away from the job;
- b) course registration and material costs;
- c) mileage costs for use of personal vehicle in accordance with Article 24.06 (automobile allowance);
- d) meal expenses in accordance with District policy as applied to exempt employees;
- e) airfare (economy only), accommodations, ferry, taxi, parking and extraordinary expenses paid;
- f) receipts pertaining to expenses under b) and e) above must be provided to the employer before employees will receive reimbursement.

### **31.07 Day Travel on Municipal Business Per Diem**

Employees who, in the discharge of their duties, are required to be absent from the municipality during their normal working hours and the absence extends over a meal break, will be paid a per diem of twelve dollars (\$12.00).

**ARTICLE 32 – TERM OF AGREEMENT**

**32.01 Duration**

This Agreement shall be binding and remain in effect from March 13, 2003 for four (4) years from January 1, 2003 to December 31, 2006 and shall continue from year-to-year thereafter, unless a strike or lockout takes place.

**32.02 Changes in Agreement**

Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

**32.03 Notice to Commence Bargaining**

Either party desiring to commence collective bargaining with respect to this Agreement shall, not sooner than one hundred and twenty (120) days prior to the termination date of this Agreement, give notice to the other party of the changes proposed.

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 118**

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson, Local 118, Ucluelet

**DISTRICT OF UCLUELET**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## SCHEDULE "A"

### HOURLY WAGE RATES CUPE Local 118 and DISTRICT OF UCLUELET

	January 1, 2002	Jan. 1, 2003 2%	Jan. 1, 2004 2%	Jan. 1 2005 2%	Jan. 1 2006 3%
<b>Classifications</b>					
Municipal Planner	\$ 23.45	\$ 23.92	\$ 24.40	\$ 24.89	\$ 25.63
Foreman	\$ 23.00	\$ 23.46	\$ 23.93	\$ 24.41	\$ 25.14
Assistant Foreman	\$ 21.19	\$ 21.61	\$ 22.05	\$ 22.49	\$ 23.16
Utilities Operator	\$ 19.44	\$ 19.83	\$ 20.23	\$ 20.63	\$ 21.25
Finance Assistance	\$ 18.02	\$ 18.38	\$ 18.75	\$ 19.12	\$ 19.70
Special Project Coordinator - Parks *	\$ 18.88	\$ 19.26	\$ 19.64	\$ 20.04	\$ 20.64
Grounds keeper - Parks	\$ 18.88	\$ 19.26	\$ 19.64	\$ 20.04	\$ 20.64
Secretary	\$ 16.84	\$ 17.18	\$ 17.52	\$ 17.87	\$ 18.41
Labourer – Public Works	\$ 16.84	\$ 17.18	\$ 17.52	\$ 17.87	\$ 18.41
Labourer – Parks	\$ 16.84	\$ 17.18	\$ 17.52	\$ 17.87	\$ 18.41
Playschool Supervisor*	\$ 11.03	\$ 11.25	\$ 11.48	\$ 11.71	\$ 12.06
Playschool Assistant	\$ 10.51	\$ 10.72	\$ 10.93	\$ 11.15	\$ 11.49

Probationary employees are paid at 90% of the scheduled rates.

\* See applicable Letters of Understanding

#### Co-operative, Grant & Program Workers (per Article 2.04):

Student – Post Secondary	\$ 9.41	\$ 9.60	\$ 9.79	\$ 9.99	\$ 10.29
Student – Secondary School	\$ 8.37	\$ 8.54	\$ 8.71	\$ 8.88	\$ 9.15
Other workers	\$ 9.93	\$ 10.13	\$ 10.33	\$ 10.54	\$ 10.85

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District of Ucluelet

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CUPE Local 118

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## SCHEDULE "B"

### Vacation Entitlements – Union Employees

Employee	Seniority Date*	1 <sup>st</sup> year	Calendar Years of Service				Vacation Schedule in Weeks			
			2000	2001	2002	2003	2000	2001	2002	2003
MacAvoy, Wanda	Nov. 3, 1990*	1990	11	12	13	14	5	5	5	5
Millar, Barb	Feb. 28, 1994*	1994	7	8	9	10	4	4	4	4
Cannon, Warren	Mar. 9, 1998	1998	3	4	5	6	3	3	3	4
Taron, Allan	Sept 3, 2002	2002	-	-	1	2	-	-	2	3
Gouleleeuw, John	Oct 28, 2002	2002	-	-	1	2	-	-	2	3
Spenger, Steve	Jan 14, 2003	2003	-	-	-	1	-	-	-	2

\* as determined by agreement with CUPE Local 118

Schedule	
Calendar Years of Service	Weeks
During the first calendar year**	1      2
During the second through fifth calendar years**	2-5      3
During the sixth through tenth calendar years**	6-10      4
During the eleventh through twentieth calendar years**	11-20      5
During the twenty-first and subsequent calendar years**	21-      6

\*\* prorated during the first year of regular employment

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District of Ucluelet

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CUPE Local 118

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**MEMORANDUM**

Between

DISTRICT OF UCLUELET

and

CUPE Local 118

**Re: Seniority**

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The District of Ucluelet wishes to recognize that certain employees worked irregular or uncertain periods prior to their official start date or prior to the May 1, 1996 Collective Agreement. Therefore, it is agreed between the Parties of the Agreement, that the following seniority starting date for those employees of the District, as listed below, is true and correct and will continue until each named individual employee leaves the District's employ.

<u>Employee</u>	<u>Seniority Start Date</u>
Wanda McAvoy	November 3, 1990
Barb Millar	February 28, 1994
Warren Cannon	March 9, 1998

Seniority for all employees not listed above is determined as per Article 15.01 of the Collective Agreement.

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District of Ucluelet

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CUPE Local 118

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**LETTER OF UNDERSTANDING**

Between

DISTRICT OF UCLUELET

and

CUPE Local 118

**Re: Playschool Program**

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Due to the unique financial constraints regarding the Playschool program, the Parties agree to the following:

- a) Playschool employees shall be paid the rate of pay as listed in Schedule "A".
- b) Playschool employees shall be paid 8.4% in lieu of vacation and statutory holiday monetary entitlements.
- c) Playschool employees on term assignments shall accrue seniority.
- d) Playschool employees on term assignments shall accrue sick leave entitlement on a pro-rated basis.
- e) This Letter of Understanding shall expire at the end of the Collective Agreement.

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District of Ucluelet

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CUPE Local 118

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**LETTER OF UNDERSTANDING**

Between

DISTRICT OF UCLUELET

and

CUPE Local 118

**Re: Indemnification Policy**

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Within ninety (90) calendar days following execution of this agreement, the parties shall meet to discuss and if possible develop a mutually acceptable indemnification policy to cover employees who may face civil actions and/or criminal charges arising out of the proper performance of their duties on behalf of the Employer.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2003

\_\_\_\_\_  
District of Ucluelet

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CUPE Local 118

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**LETTER OF UNDERSTANDING**

Between

DISTRICT OF UCLUELET

and

CUPE Local 118

**Re: Government Grant Worker**

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The Union agrees without prejudice, for the 2003 period of four months, to co-sign the government grant worker form for ONE student to be utilized only in the Finance Department. This agreement is for the period of May 1<sup>st</sup> to August 31<sup>st</sup>, 2003.

In addition, the Union agrees to co-sign the government grant worker form for ONE student to be utilized ONLY in the Planning Department for the period of May 1<sup>st</sup>, 2003 to August 31<sup>st</sup>, 2003

The Employer agrees and recognizes that the community is growing rapidly and that more staff is going to be required, and further agrees to do everything possible to create more permanent jobs in the bargaining unit to accommodate this growth.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2003

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District of Ucluelet

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CUPE Local 118

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**LETTER OF UNDERSTANDING**

Between  
DISTRICT OF UCLUELET  
and  
CUPE Local 118

**Re: Special Projects Coordinator Parks**

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This position has been created by way of the Employer's Duty to Accommodate Wanda McAvoy as a result of her compensable injury and resulting medical condition. It is therefore specific to Ms. McAvoy.

This position shall be terminated coincidental with the termination of Ms. McAvoy's employment irrespective of reason. This position will also be terminated should Ms. McAvoy successfully post into another position or if Ms. McAvoy should no longer require her accommodation.

It is understood that this position shall be deleted from Schedule "A: should it be terminated in accordance with this letter.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2003

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District of Ucluelet

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CUPE Local 118

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**LETTER OF UNDERSTANDING**

Between

DISTRICT OF UCLUELET

and

CUPE Local 118

**Re: Utility Operator**

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Warren Cannon has been placed in the Utility Operator's position February 10, 2003 contingent upon his successfully completing both Level 1 Water Distribution Certification and Level 1 Waste Water Treatment certification in a timely fashion.

Mr. Cannon is required to achieve both of these certifications on or before December 31, 2006, or such other time as mutually agreed between the parties.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2003

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District of Ucluelet

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CUPE Local 118

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**LETTER OF UNDERSTANDING**

Between

DISTRICT OF UCLUELET

and

CUPE Local 118

**Re: Training and Education**

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The parties agree to discuss training and education under Article 16.04 during the term of the Collective Agreement should the need arise.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2003

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District of Ucluelet

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CUPE Local 118

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