

AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF COURTENAY

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 556**

JANUARY 1, 2021

TO

DECEMBER 31, 2024

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THIS AGREEMENT made and entered into this 6th day of July, 2021, A.D.

BETWEEN:

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

OF THE FIRST PART

AND:

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

OF THE SECOND PART

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

ARTICLE 1 - MANAGEMENT RIGHTS

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

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive collective bargaining agency for all of its employees save and except those who are excluded pursuant to the Labour Relations Code, and as listed in Article 2.07, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking toward a peaceful and amicable settlement of any differences that may arise between them.

2.02 Work of the Bargaining Unit

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

2.03 No Other Agreements

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

2.04 Bargaining Committee

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

2.05 Labour-Management Committee

Mandate

The parties agree that the Labour-Management Committee (the "LMC") shall meet for the following purposes:

- To provide a venue for improving communication between employees and management.
- To address workplace change in a collegial and proactive manner by responding to and anticipating issues impacting on the workplace, and take action as appropriate by referring the matter to an existing procedure, recommending a new process on an ad-hoc basis or proposing that no further action is required at this time.
- To facilitate resolution of workplace conflict that can be handled by informal discussion.

The committee has the power to make recommendations to the Union and the Employer; however, the committee may not make binding decisions.

Participation

Members: The committee shall consist of up to four (4) Management representatives and four (4) Union representatives.

Each party shall have one (1) alternate in the event regular members of the committee are not available. Alternates are welcome to attend meetings. Invited guests should be encouraged to attend as non-voting members when specific topics are on the agenda, ie. Utilities, Parks, Recreation, etc.

Meetings shall proceed where there are at least three (3) representatives from each party in attendance.

Roles/Functions

Committee Responsibilities

All committee members are responsible for:

- Consulting with members/managers to ensure issues and concerns appropriate to this committee are identified and brought forward to the Committee.
- Reaching consensus to facilitate resolutions to problems.
- Communicating and consulting with members/management concerning discussions and recommendations from the LMC.

Chair:

The parties agree that the Manager of Human Resources shall act as the usual Chair of the committee; however, this role may be assumed by another member of the LMC at any time, subject to mutual agreement of the parties. On occasions where the Manager of Human Resources is not able to attend, another member of the LMC shall be appointed as Acting Chair for those meetings. The Acting Chair can be either a member of the Management or the Union, as agreed between the parties.

Recorder:

The parties agree that the HR designate shall be the usual Recorder for the committee. However, on occasions where the HR designate is not able to attend, another member of Management shall act as the Recorder for those meetings.

Timing and Frequency of Meetings

Meetings will normally be conducted on the second Thursday of every second month. Cancelling a meeting is discouraged.

The Recorder is responsible for scheduling meetings and sending a reminder to all attendees ten (10) business days prior to the meeting date.

Agenda and Meeting Minutes

Agenda:

The agenda shall include the following:

- Date, time and location of the meeting
- Approval of the Agenda
- Approval of the Minutes
- Business arising from previous meetings
- Discussion items with background information where appropriate
- Other business

The cut-off for submission of agenda items is normally five (5) business days prior to the meeting. The agenda shall be prepared by both the Chair and the Recorder and will be distributed three (3) business days prior to the meeting. Additional items can be added to the agenda on shorter notice, recognizing that those items may be tabled with mutual agreement. Supporting documentation must be circulated as far in advance as possible and should include details and background information for the item submitted.

Minutes:

The minutes shall include the following:

- Date, time and location of the meeting
- Meeting attendees
- Action and follow-up items (including members responsible)
- Completion dates
- Next meeting reminder

The Recorder shall forward a draft of the minutes for review by the Chair and Union Unit Vice as soon after the meeting as possible. Once the Chair and the Union Unit Vice have reviewed the draft minutes, the Recorder shall circulate the action items to the committee as soon as possible. The full draft minutes will be circulated in the next agenda package.

Record Keeping:

The Recorder must keep confidential all hard copies of agendas, draft minutes, resources and other documentation relating to the committee's activities. Electronic copies shall be stored on a secure data directory accessible to both the Union and the Management members of the LMC. Minutes that have been approved will be made available to the CUPE Local 556 Executive and an equivalent Management group. Archiving of records must be agreed upon by both parties.

2.06 Definitions

(a) Regular Full-Time Employees

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

(b) Regular Part-Time Employees

A regular part-time employee is one who is regularly scheduled to work less than thirty-five (35) hours per week under Schedule "A"

or "C" or less than forty (40) hours per week under Schedule "B" in positions which are approved for an indefinite period of time. These employees shall be entitled to all rights of this Agreement on the first (1st) day of employment and all applicable benefits upon successful completion of the probationary period in accordance with Article 24.01.

Regular part-time employees who are not eligible for the benefit provisions under Article 24 because they work less than twenty-one (21) hours per week, shall receive six percent (6%) of their gross wages in lieu of benefits. These employees shall also be entitled to statutory holiday, vacation, and sick leave entitlements on a pro-rated basis in accordance with Articles 17, 18, and 19.

(c) Regular Seasonal Employees

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

(d) Casual Employees

A casual employee is any employee called in to work on an irregular, intermittent basis. These employees are entitled to all the rights of this Agreement on the first (1st) day of employment but will receive twelve point four percent (12.4%) of their gross wages in lieu of vacation entitlement, statutory holiday entitlement, and benefits.

(e) Temporary Employees

A temporary employee is someone other than an existing regular employee who temporarily fills in for another employee. These employees will not be entitled to benefits under Article 24, but will be entitled to twelve point four percent (12.4%) of their gross wages in lieu of vacation entitlement, statutory holiday entitlement, and benefits. If a temporary appointment is anticipated to exceed four (4) continuous months, it shall be posted. Temporary employees may also be hired for a specific project or undertaking longer than twelve (12) months by mutual agreement between the parties.

(f) Students

Students attending a recognized educational facility and providing proof of such enrollment may be used for temporary assignments not to exceed six (6) months. Students shall be paid according to the Student Rate in Schedules "A" and "B". In the event a student is assigned work other than basic clerical or basic labouring duties, the rate of pay for the job shall be paid. Students shall not be used to replace regular employees or to fill regular positions. No fringe benefits other than statutory requirements and no accumulation of seniority shall apply.

2.07 Positions exempt from this Agreement:

Administrator
Manager of Corporate Administration
Treasurer
Director of Operational Services
Director of Regulatory and Property Services
Director of Planning Services
Director of Corporate Services
Director of Community Services
Director of Financial Services
Manager of Engineering
Information Systems Manager
Manager of Finance
Manager of Human Resources
Human Resources Coordinator (2)
Senior Planner
Public Works Manager
Parks Manager
Executive Assistant
Fire Chief
Deputy Fire Chief
Fire Inspector (3)
RCMP Guards
Confidential Secretary
Recreation Manager - Lewis
Recreation Manager - Filberg
Recreation Programmer - Lewis
Recreation Programmer - Filberg
Occasional Program/Activity Instructor

The Employer agrees to provide the Union with an updated list of exempt positions on an annual basis or more frequently at the Union's request.

ARTICLE 3 - NO DISCRIMINATION

3.01 No Discrimination

There shall be no discrimination or coercion by the Employer or by the Union against any employee because of the employee's union or non-union affiliations with other unions or against any employee because of activity or lack of activity in union affairs, or because of race, creed, colour, nationality, place of origin, ancestry, political belief, marital status, physical or mental disability, sexual orientation, sex, age, family status, religion, or a criminal or summary conviction offence that is unrelated to the employee's employment. Unless otherwise herein specifically provided, union activities shall not be pursued during working hours.

3.02 Sexual Harassment

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

ARTICLE 4 - UNION SECURITY

4.01 All Employees to be Members

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

ARTICLE 5 - CHECK-OFF OF UNION DUES

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

The Employer will provide the Union annually, upon request, names, addresses and phone numbers of bargaining unit employees.

ARTICLE 6 - THE EMPLOYER & UNION SHALL AQUAINT NEW EMPLOYEES

6.01 New Employees

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

6.02 Copies of Agreement

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

6.03 Medical Requirements

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

ARTICLE 7 – CORRESPONDENCE AND NOTIFICATION

7.01 Correspondence

Any notice required to be given by the Union to the Employer under the terms of this Agreement shall be given by letter addressed to the Manager of Human Resources at their place of business in the City of Courtenay. Any notice to be given to the Union under the terms of this Agreement shall be given by letter addressed to the Courtenay Unit Vice-President.

7.02 Notification

The parties shall provide one another with all required notifications within fifteen (15) working days.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Settling of Grievances

In the event that any difference arises out of the interpretation, application, operation, or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, such questions or differences shall be finally and conclusively settled without stoppage of work in the manner provided under this Article.

8.02 Procedure

- (a) Step 1: Within ten (10) working days from the incident prompting the grievance, the employee shall, with their Shop Steward present, discuss the matter with their immediate non-bargaining unit Supervisor.
- (b) Step 2: If no settlement is reached at Step 1, the aggrieved employee shall, through their Union, submit the grievance in writing to their Department Head, or designate, within five (5) working days from the discussion at Step 1. The Department Head, or designate, shall meet with the grievor and the Union within five (5) working days of the receipt of the grievance, in an attempt to reach a satisfactory settlement.
- (c) Step 3: If no settlement is reached at Step 2, a meeting shall be arranged between the Union and the Chief Administrative Officer, within ten (10) working days of the last meeting at Step 2.

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

8.03 Extension of Time Limits

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

8.04 Grievances Held in Abeyance

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

ARTICLE 9 - ARBITRATION

9.01 Composition of Board of Arbitration

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

9.02 Board Procedure

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

9.03 Decisions of the Board

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

9.04 Expenses of the Board

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

9.05 Single Arbitrator

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

ARTICLE 10 - DISCHARGE, SUSPENSION, AND DISCIPLINE

10.01 Crossing of Picket Lines

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

10.02 Political Action

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

Union agrees to perform those essential services which are necessary to protect the health of the citizens.

10.03 Discharge and Suspension

- (a) An employee may be suspended or dismissed for just and reasonable cause. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.
- (b) An employee considered by the Union to be wrongfully discharged or suspended shall be entitled to a hearing under the Grievance Procedure commencing at Step Two (2) referred to in Article 8.02 (b).

10.04 Personnel Records

- (a) Upon presentation of a written request, employees shall have the right at any reasonable time to have access and review their personnel record in the presence of a representative of the Employer.
- (b) Any disagreement as to the accuracy of the information contained in the file may be the subject of the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.
- (c) The Employer shall remove disciplinary documents from an employee's personnel file twenty-four (24) months after the date of issuance provided there is no additional discipline.
- (d) No evidence from the employee's record may be introduced as evidence in a hearing, of which the employee was not aware at the time of the filing of such evidence.
- (e) An employee shall be given a copy of all material in their personnel record and shall initial each page in the file for which a copy has been obtained.

ARTICLE 11 - SENIORITY

11.01 Seniority

- (a) The Employer recognizes the principle of seniority. Seniority shall be based on length of regular service with the Employer.
- (b) All regular full-time, part-time and seasonal employees shall be entitled to seniority and to exercise it upon the successful completion of their probationary period in accordance with Articles 12 and 13.
- (c) A regular employee's seniority date will be based on the start of the regular service employment date.
- (d) **Seniority Conversion for Temporary and Casual Employees**

Temporary and casual employees, upon the date of the offer of employment for a permanent full-time position and successful completion of probation, shall then be credited with seniority for the actual number of days worked for the Employer in the following manner:

- (i) Divide the number of hours worked by seven (7) or eight (8) hours (whichever is appropriate) to determine the number of days worked.
 - (ii) The Seniority Date will be established by counting backwards (excluding statutory holidays and weekends) the number of days worked from the date of the offer of employment for a full-time position.
- (e) Casual and temporary employees shall be entitled to accumulate seniority and will be based on the number of hours worked. Casual and temporary employees may exercise seniority for the purposes of Article 12 – Promotions and Staff Changes.

11.02 Loss of Seniority

An employee shall lose seniority when:

- (a) The employee is dismissed for just cause and not reinstated.

- (b) The employee resigns.
- (c) When the employee is absent from work in excess of seven (7) working days without notifying the Employer, unless such notice was not reasonably possible.
- (d) Employees fail to return to work after being laid off within two (2) weeks after being contacted at their last known address by registered mail.
- (e) Employees elected to receive compensation on layoff and their services are terminated.
- (f) The employee has been laid off for a period in excess of eighteen (18) months.

11.03 Federal-Provincial Aided Projects

For all individuals specifically hired as employees by the Employer on Federal-Provincial financial aided municipal projects, seniority will not take effect until such projects have been completed and the individuals hired are subsequently retained by the Employer to do other municipal work. Seniority for record purposes in such cases will date back to the date that seniority would have been effective if no such Federal-Provincial aid programs were in effect.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 Posting Positions and Filling Vacancies

- (a) Within one (1) week of the Employer determining that a vacancy exists, which shall include resignation or termination of an incumbent, or the creation of a new position, the Employer shall post notice on the bulletin boards located at the City Yard Lunchroom, RCMP Station, Lewis Centre, Filberg Centre, The LINC, Trades Shop, and in the Courtenay City Hall Staff Room for a minimum of one (1) week, and all employees shall be permitted to apply.

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range.

Such qualifications and requirements shall be those necessary to perform the job function.

- (b) If the position is filled internally, it shall be filled within three (3) weeks of expiration of the posting period.
- (c) The posting provision referred to in Article 12.01 (a) will apply to all vacancies or new positions that are regular status, casual or temporary positions of four (4) continuous months or more of full-time hours, and any casual positions that become regular status.
- (d) Regular employees shall receive first consideration for a job posting over temporary, casual, and external applicants. Temporary and casual employees shall receive consideration over external applicants.
- (e) No outside advertisement for additional employees shall be made until employees have had a full opportunity to apply.

12.02 Promotions and Transfers

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

12.03 Transfers Within the Same Classification

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

12.04 Probationary Period

- (a) The probationary period shall be for the purpose of determining a person's suitability for continued employment with the Employer.

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

12.05 Trial Period

- (a) Regular employees promoted or transferred shall be given up to ninety (90) working days in which to prove suitable for the position.
- (b) Temporary and casual employees promoted as per Article 12.01, shall serve a trial period of one hundred and twenty (120) days in which to prove suitable for the position. This may be extended by mutual agreement as per Article 12.04(d).
- (c) In the event the successful candidate proves unsatisfactory in the position during the trial period, or if the employee is unwilling to continue to perform the duties of the new position, they shall be returned to their former position, or other position within the same classification, at the wage or salary they previously earned in the former position, plus any increments to which they would have been entitled had they not been promoted or transferred. In the event an employee returns to their former position, all other employees who changed job positions shall also move back to their former job positions, or other positions within the same classifications and salaries they occupied previously.

12.06 Notice of Termination of Employment

Regular employees other than those serving a probationary period shall give reasonable notice (not less than fourteen (14) calendar days) of termination of employment. The period of notice must be for time scheduled to be worked and must not include accrued vacation or time in lieu. Any exception to this article will be at the discretion of the Chief Administrative Officer.

ARTICLE 13 - LAYOFFS AND RECALLS

13.01 Definition of Layoff

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

Although the Employer does not desire to reduce the work force or make a reduction in the regular hours of work as outlined in this Agreement, it is recognized that circumstances may require such action. In making such reductions the Employer and the Union will consult to ensure that such actions are orderly and taken so that seniority is applied.

13.02 Layoffs and Recalls

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

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

13.03 No New Employees

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

13.04 Advanced Notice of Layoff

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

13.05 Grievance on Layoffs and Recalls

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

13.06 Seasonal Employees Bumping Rights

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

ARTICLE 14 - HOURS OF WORK

14.01 Schedule "B" Employees

- (a) The regular full-time working day of all staff listed on Schedule "B" shall consist of eight and one-half (8-1/2) hours between 7:00 a.m. and 5:00 p.m. including an unpaid lunch period of one-half (1/2) hour.
- (b) The regular working week for Schedule "B" employees shall consist of five (5) working days, Monday to Friday inclusive.
- (c) In cases of emergency, such employees may be put on an eight and one-half (8-1/2) hour shift including an unpaid lunch period of one-half (1/2) hour, other than the regular working day provided they are given twelve (12) hours' notice of such change. If an eight (8) hour rest period is not allowed between shifts, overtime rates will apply. There will be no split shifts.
- (d) The regular full-time working day for employees carrying out street sweeping operations shall consist of eight and one-half (8-1/2) hours between 5:00 a.m. and 3:00 p.m. including an unpaid lunch period of one-half (1/2) hour. The regular working week shall consist of five (5) working days, Monday to Friday inclusive.
- (e) During each calendar year for the period beginning the first Monday following the start of Pacific Daylight Savings and ending the first Monday following the return to Pacific Standard Time, the work week for Parks employees may include Saturday or Sunday or both. It is understood that when employees work a weekend day or days (Saturday or Sunday or both) that the work week will be for five (5) continuous work days. Seniority will be the determining

factor for the first refusal of shift scheduling. A minimum of forty-eight (48) hours notice will be given in advance of the original day or days off. There will be no split shifts.

- (f) During winter operations for Public Works there may be a need for the implementation of an afternoon shift between 2:00 p.m. and midnight. Seniority will be the determining factor for the first refusal of assignment to the shift.

14.02 Schedule "A" Employees

- (a) The regular full-time working day of all staff listed on Schedule "A" attached hereto and forming part of this Agreement, except for the RCMP Watch Clerk, shall consist of eight (8) hours between 7:00 a.m. and 5:00 p.m. Monday through Friday, including a one (1) hour unpaid lunch period. There will be no split shifts.
- (b) The hours and days of work for the Bylaw Enforcement Officer may be varied by mutual agreement between the Employee and the Employer to ensure efficient operation.

14.03 Schedule "C" Employees

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

Office Staff (Filberg)
8:30 a.m. to 5:00 p.m.
Monday to Friday

Office Staff (Lewis)
7:00 a.m. to 10:00 p.m.
Monday to Friday
Monday to Sunday (part-time and casual employees)

Operations Staff
6:00 a.m. to 6:00 a.m. (24 hours)
Monday to Sunday

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

14.04 Alternate Work Week

The Employer and the Union may by mutual agreement agree to an alternate regular work week to Articles 14.01, 14.02, and/or 14.03 to accommodate a seven (7) day operation or a compressed work week in various departments.

The Parties are not precluded from reaching agreement on alternate work week arrangements for individual employees on a case by case basis.

14.05 Minimum Hours of Work

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

- (a) four (4) hours at the regular wage if the employee starts work unless the work is suspended for a reason completely beyond the Employer's control including unsuitable weather conditions.
- (b) two (2) hours at the regular wage where the employee is involved in training, staff meetings and related replacement work, or has reported to work but did not start work.
- (c) three and one-half (3-1/2) hours at the regular wage where the employees are working under the classifications of "Pre-School Supervisor and Pre-School Assistant".
- (d) two and one-half (2-1/2) hours at the regular wage where the employees are working under the classification of "Custodian" to carry out cleaning duties other than at the Filberg Centre, Lewis Centre and Lewis Park public washroom building. The Employer agrees to make their best effort to schedule "Custodian" for a minimum of four (4) hours.

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

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

ARTICLE 15 - OVERTIME

15.01 Definition of Overtime

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

15.02 Schedule "A" Employees

- (a) Overtime to be worked only when authorized by the Employer, with the exception of the RCMP Support Staff, who may work overtime when authorized by RCMP Management.
- (b) Schedule "A" employees shall be paid overtime at:
 - (i) time and one-half (1-1/2x) of the regular rate of pay for the first four (4) hours overtime worked, and double time (2x) thereafter.
 - (ii) Sundays shall be paid at double time (2x), except in the cases where Sundays are part of the regular work week.
- (c) Employees will receive either payment of overtime worked or time off in lieu. Time off in lieu is subject to a maximum of ten (10) days per calendar year and must be taken at a time approved by the Employer and within the calendar year in which it is banked, unless approved for carryover into the next calendar year. All other overtime hours will be paid out.

15.03 Schedule "B" Employees

- (a) Except as provided in Article 15.03 (d), Schedule "B" employees working overtime between 8:00 a.m. and 9:00 p.m., shall be paid overtime at the rate of time and one-half (1-1/2x) for the first three (3) hours in any day and double time (2x) thereafter. All overtime between 9:00 p.m. and 8:00 a.m., will be paid at double time (2x).
- (b) When an employee physically attends to the worksite on a call out, they shall be paid a minimum of two (2) hours' pay at the appropriate overtime rates plus the shift differential from the time of departure from household, as directed by the appropriate designated City supervisor.

- (c) Notwithstanding the above, where an employee is on standby and is able to perform work without physically attending to the worksite (e.g., via telephone), the employee will be provided a minimum of half an hour's (1/2) pay or pay for the actual time worked, whichever is greater, at the appropriate overtime rates plus the appropriate shift differential. Any subsequent work performed within the half (1/2) an hour of the commencement of the initial work will be included in the calculation of actual time worked, but will not trigger an additional half (1/2) an hour minimum.
- (d) Employees shall not be required to work more than a five (5) day work week except in cases of emergency.
- (e) Time worked on:
 - (i) Sundays shall be at double (2x) the regular rate.
 - (ii) Statutory Holidays shall be double (2x) the regular rate, unless Saturday and Sunday is part of the employee's regular work week, pursuant to Article 14.01.
- (f) If overtime begins more than four (4) hours prior to regular starting time, double time (2x) to be paid for all hours worked, from the time the employee commences until the time they finish.
- (g) Employees will receive either payment of overtime worked or time off in lieu. Time off in lieu is subject to a maximum of ten (10) days and must be taken at a time approved by the Employer and within the calendar year in which it is banked unless approved for carryover into the next calendar year. All other overtime hours will be paid out.

15.04 Schedule "C" Employees

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

- (a) Office Staff (Filberg and Lewis) shall be paid the following overtime rates:
 - (i) time and one-half (1-1/2x) of the regular rate of pay for the first four (4) hours overtime worked, and double time (2x) thereafter.

- (ii) Sundays shall be paid at double time (2x), except in the case where Sundays are part of the regular work week.
- (b) Operations Staff shall be paid overtime at time and one-half (1-1/2x) of the rate of pay for the first four (4) hours and double time (2x) thereafter.
- (c) Notwithstanding the above, employees whose regular scheduled hours fall on Saturday or Sunday shall be paid straight time.
- (d) Employees will receive either payment of overtime worked or time off in lieu. Time off in lieu is subject to a maximum of ten (10) days per calendar year and must be taken at a time approved by the Employer and within the calendar year in which it is banked, unless approved for carryover into the next calendar year. All other overtime hours will be paid out.

ARTICLE 16 - SHIFT WORK

16.01 Shift Premium

- (a) An eighty-five cent (\$0.85) per hour differential shall be paid to all employees for all hours worked when the shift commences outside the hours noted in Article 14 of this Agreement.
- (b) An eighty-five cent (\$0.85) per hour differential shall be paid to Schedule "C" Operations Staff for all hours worked between 11:00 p.m. and 6:00 a.m.
- (c) Shift premiums shall not be paid on overtime work.

ARTICLE 17 - HOLIDAYS

17.01 Eligibility

Provisions under this Article shall apply to:

- (a) Regular full-time employees
- (b) Regular seasonal employees who are actively at work on a full-time weekly basis

- (c) Regular part-time employees provided such employees have worked or earned wages on fifteen (15) of the thirty (30) days immediately before the statutory holiday.

17.02 List of Statutory Holidays

New Year's Day	National Day of Truth and Reconciliation
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	

The above list and any proclaimed Federal, Provincial, or Civic holiday shall be holidays for all eligible employees. Employees shall be paid a day's wages for each of the noted holidays. This provision shall not apply when an employee is laid off or on leave of absence. Should any of the above holidays fall on Saturday or Sunday, the preceding Friday or the following Monday will be declared a holiday by the Employer in lieu thereof.

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

17.03 Statutory Holiday Pay

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

17.04 Statutory Holidays on Scheduled Day Off

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

17.05 Pay for Work on Statutory Holidays

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

17.06 Special and Statutory Holidays Falling During Annual Vacation

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

ARTICLE 18 - VACATIONS

18.01 Vacations

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

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

- (c) The annual vacation entitlements earned in accordance with Article 18.02 shall be adjusted in those calendar years when an employee's service reaches the first (1st), fifth (5th), tenth (10th),

fifteenth (15th), twenty-first (21st), twenty-second (22nd), twenty-third (23rd), twenty-fourth (24th), and twenty-fifth (25th) year. In those years the extra vacation entitlement may only be taken after the employee's anniversary date.

18.02 Length of Vacation

Effective January 1, 2020, all employees will be provided with their vacation entitlement on January 1st of each year.

- (a) For purposes of this Article, "Continuous Service" shall mean the period commencing with the date of hire.
- (b) Regular employees after the completion of:
 - (i) One (1) year continuous service shall receive three (3) weeks vacation with pay annually.
 - (ii) Five (5) years continuous service shall receive four (4) weeks vacation with pay annually.
 - (iii) Ten (10) years continuous service shall receive five (5) weeks vacation with pay annually.
 - (iv) Fifteen (15) years continuous service shall receive six (6) weeks vacation with pay annually.
 - (v) Twenty-one (21) years continuous service shall receive six (6) weeks plus one (1) day of vacation with pay annually.
 - (vi) Twenty-two (22) years continuous service shall receive six (6) weeks plus two (2) days of vacation with pay annually.
 - (vii) Twenty-three (23) years continuous service shall receive six (6) weeks plus three (3) days of vacation with pay annually.
 - (viii) Twenty-four (24) years continuous service shall receive six (6) weeks plus four (4) days of vacation with pay annually.
 - (ix) Twenty-five (25) years continuous service shall receive seven (7) weeks vacation with pay annually.

- (c) An employee may after six (6) months initial service take one (1) of the three (3) weeks vacation referred to in Article 18.02 (a) (i), with pay, during the remainder of their first year of employment.
- (d) Regular part-time and regular seasonal employees' vacation entitlement shall be pro-rated based on the number of straight time hours worked in the previous year.

18.03 Vacation Pay

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

18.04 WorkSafeBC

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

18.05 Vacation Scheduling

Except as provided in Article 18.07, all vacation must be taken no later than the calendar year immediately following that in which it is earned and at a time which will be subject to the approval of the non-bargaining unit Supervisor.

18.06 Illness Prior/During Vacation

Should an employee become sick or injured prior to a scheduled vacation, they are entitled, upon presentation of a medical certificate, to cancel the vacation and go on sick leave. The unused vacation time shall be rescheduled for use as per Article 18.05.

18.07 Vacation Accumulation

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

ARTICLE 19 - SICK LEAVE PROVISIONS

19.01 Sick Leave Plan

(a) Eligibility

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

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

(b) Definition of Sick Leave

Sick leave is defined as a period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled. Scheduled non-specialists medical, dental, and other such appointments within the Comox Valley are not considered to be sick leave.

(c) Sick Leave Bank

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

- (iv) Regular employees will make every effort to schedule medical and/or dental appointments outside work hours. Provided the Employer receives as much notice as possible, regular employees may request to use their sick leave to attend medical and/or dental appointments as required up to a maximum of two (2) hours per appointment.

19.02 Proof of Illness

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

19.03 Sick Leave Records

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

19.04 Sick Leave Bank

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

19.05 Sickness or Disability

Sickness or disability resulting from an accident suffered or incurred while engaged in the carrying out of their duties shall not constitute a ground for the discharge of any employee PROVIDED that:

- (a) an investigation does not prove employee's gross negligence and
- (b) it is possible for such employee, in the opinion of a medical doctor, upon recovery, to carry on duties in the service of the Employer.

An employee shall continue in their position held prior to such sickness or accident referred to above, if the doctor is of the opinion that they are physically and mentally fit to perform the duties of such position.

19.06 Notification

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

19.07 E.I. Premium Reduction Rate

- (a) The employee's share of Employment Insurance Premium reductions, attributable to Union employees, shall be applied toward the Employer's total cost of providing the Bluenet pay-direct prescription benefit to unionized employees. A statement will be issued by the Employer to CUPE Local 556 listing the amount annually paid by the EI Rebate to the Bluenet pay-direct prescription benefit.
- (b) Notwithstanding the provisions of Articles 20.02 and 20.11, at least one and two-third (1-2/3) days of paid sick leave credits allowed in a given month may be used only in the case of the employee's illness or injury.

19.08 Other Employment

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

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Eligibility

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

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

20.02 Compassionate Leave

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

- (a) Up to three (3) working days in the case of death of a spouse, child, parent, brother, sister, brother-in-law, sister-in-law, parent-in-law, grandparent, grandchild, or relative residing with the employee at the time of death.
- (b) In the case of death of a spouse, child, or parent, an employee shall be granted an additional two (2) working days from the employee's sick bank.
- (c) Up to two (2) working days, depending on the distance involved, to attend a funeral as a pallbearer.
- (d) In special cases more time may be granted at the discretion of the Employer.
- (e) In addition to the regular employees listed in Article 20.01, temporary employees will also be eligible for compassionate leave during their period of employment.

20.03 Jury Duty

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

20.04 Witness Duty

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

20.05 Time Off for Union Business

- (a) The President and Secretary of the Union or their appointees may, with the approval of the Chief Administrative Officer, take time off without loss of pay when it is necessary to confer with the Employer. The Union agrees that requests under this article will be kept to a minimum.
- (b) Union Officers shall not conduct Union business during work hours except as specifically provided in this Agreement. There will be no use of Employer equipment and premises unless specifically authorized.

- (c) Any members who are required to attend functions on behalf of the Union, may be granted a leave of absence without pay upon application to the Chief Administrative Officer with at least one (1) weeks' notice. The members will continue to receive their regular pay and the Employer will invoice the Union for full reimbursement of the employee's charge-out rate.
- (d) The Employer shall grant, on request, leave of absence without loss of seniority and without pay for an employee selected for a full-time position with the Union, or any body with which the Union is affiliated, for a period of two (2) years. This may be extended by mutual agreement. During such leave the employee shall remain on the Employer's payroll and the Union shall be responsible for the employee's remuneration and benefits. The employee agrees to provide the Employer with written notice of their return to work thirty (30) days in advance.

20.06 Maternity Leave

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

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

Employment During Pregnancy

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

Length of Maternity Leave

Maternity leave shall cover a period of up to six (6) months before or after the birth of a child. Where a doctor's certificate is provided stating that a longer period of maternity leave is required for health reasons, an

extension up to a maximum of one (1) additional year shall be allowed providing the employee has a minimum of five (5) years' service, and that an employee hired to take over the duties of the employee on leave of absence is considered to be a temporary employee with no seniority rights.

Seniority Status During Maternity Leave

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

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

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

20.07 Parental Leave

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

- (a) An employee, upon written request for parental leave, is entitled to a leave of absence from work, without pay for the period specified in Article 20.07 (b).
 - (i) A request must be made at least four (4) weeks before the day specified in the request as the day on which the employee proposed to commence parental leave; and
 - (ii) be accompanied by a birth certificate or medical practitioner's certificate or other evidence stating the date of birth of the child or the probable date of birth of the child if a birth certificate has not been provided, or a letter from an agency that placed the child providing evidence of the adoption of the child.

- (b) The employee is entitled to parental leave for a period of twelve (12) consecutive weeks or a shorter period the employee requests commencing:
- (i) in the case of a natural mother, immediately following the end of the maternity leave unless the Employer and the employee agree otherwise; or
 - (ii) in the case of a natural father, following the birth of the child and within the fifty-two (52) week period after the birth date of the newborn child, or
 - (iii) in the case of an adopting mother or father, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother and father.

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

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

20.08 Domestic Violence Leave

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

Where leave from work is required due to an employee and/or an employee's dependent child being victim of domestic violence, the employee shall be granted leave, in each calendar year, as follows in accordance with the *Employment Standards Act*:

- (a) Up to five (5) days of paid leave

- (b) Up to ten (10) days of unpaid leave to be taken immediately or in one continuous period, and
- (c) Up to fifteen (15) weeks of unpaid leave.

20.09 Critical Illness Leave

- (a) An employee may request leave to provide care or support to a family member as follows, in accordance with the *Employment Standards Act*:
 - (i) Up to thirty-six (36) weeks of unpaid leave to provide care or support to a family member who is under nineteen (19) years of age at the start of the leave;
 - (ii) Up to sixteen (16) weeks of unpaid leave to provide care or support to a family member who is nineteen (19) years of age or older.
- (b) The employee must provide a certificate from a medical practitioner that:
 - (i) States that the baseline state of health of the family member has significantly changed and the life of the family member is at risk as a result of an illness or injury;
 - (ii) States that the care or support required by the family member can be met by one or more persons who are not medical professionals, and
 - (iii) Sets out the period for which the family member requires care or support.
- (c) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
 - (i) The family member in respect of whom the leave is taken dies;
 - (ii) The expiration of fifty-two (52) weeks from the date the leave began.

If the family member still requires care after expiry of time, a new certificate must be issued.

A leave taken under this section must be taken in units of one (1) or more weeks.

20.10 Special Leave of Absence

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

20.11 Family Responsibility Leave

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

- (a) the care, health or education of a child in the employee's care;
- (b) the care or health of any other member of the employee's immediate family;
- (c) attend a medical care appointment of an immediate family member including travel time to an out-of-town medical appointment;
- (d) supplement their Compassionate Leave;
- (e) the birth or adoption of the employee's child.

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

20.12 Other Employment Prohibited

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

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 Payment of Wages

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

21.02 Wage Schedule

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

21.03 Pay on Temporary Transfer, Higher Rated Job

- (a) When directed by the Employer an employee who temporarily relieves in or performs the duties of a higher paying position shall receive the rate for the job for that time. An employee temporarily relieving in or performing the duties of a higher paying position shall receive the rate for the position, and shall qualify for any pay increments based on length of service in the temporary assignment.

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

be for a maximum of twelve (12) months, or longer by mutual consent between the Union and the Employer.

(b) Leadhand Public Works, Parks and Property Management

Where the Employer considers it necessary for one employee to be left in charge, those employees assigned to be a Leadhand will be paid two dollars (\$2.00) per hour over and above their regular rate of pay. The selection of Leadhand shall take into consideration seniority, knowledge, skills and abilities.

21.04 Tool Allowance

- (a) Those employees working in the classifications of Mechanic, Electrician and Carpenter shall receive an additional twenty cents (\$0.20) per hour to be paid for the use of their personally-owned tools.
- (b) The Employer shall pay for replacement of broken or misplaced tools and maintain insurance to a maximum value of fifteen thousand dollars (\$15,000.00) per qualified tradesperson to cover the loss of employees' tool inventories due to fire, theft or vandalism.
- (c) To be eligible for the insurance coverage, each affected employee shall, on an annual basis, provide the Employer with a list of tools that are retained at the workplace.

21.05 Special Allowances

(a) (i) Sewer Maintenance

Sanitary sewer maintenance and plugged sewers - an additional one dollar and fifteen cents (\$1.15) per hour to be paid and the Employer shall provide rubber hip boots.

(ii) Pesticide Application

Use of pesticides and herbicides - an additional one dollar and fifteen cents (\$1.15) per hour to be paid.

(iii) Working with Hot Asphalt

Working with hot asphalt - an additional one dollar and fifteen cents (\$1.15) per hour to be paid.

(iv) Hazardous Materials

Employees directed by their supervisor to clean up or deal with potentially hazardous materials that are beyond the normal scope of their work shall receive an additional one dollar and fifteen cents (\$1.15) per hour for the time spent.

(v) Solid Waste Collection

Employees engaged in manual collection of solid waste shall receive an additional one dollar and fifteen cents (\$1.15) per hour for the time spent.

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

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

21.06 Qualifications

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

21.07 Standby Allowance

When a Public Works employee is scheduled to be immediately available and on standby to provide emergency service or other similar call-out, they shall be paid as follows:

- (a) Four (4) hours for statutory holiday.

(b) One (1) hour for every eight (8) hours on standby.

Standby hours may be banked and later taken as time off with pay to a maximum bank of seven (7) days in addition to Article 15.03(g).

21.08 Professional Dues

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

21.09 Overpayment on Termination

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

ARTICLE 22 - SEVERANCE PAY

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

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

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

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

ARTICLE 23 - NEW OR CHANGED CLASSIFICATIONS

23.01 New Classification

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

23.02 Job Descriptions

The Employer agrees to draw up job descriptions for all positions, classifications and reclassifications for which the Union is bargaining agent. These descriptions shall be presented to the Union within thirty (30) days.

ARTICLE 24 - BENEFITS

24.01 Eligibility

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

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

24.02 Medical and Extended Health Benefits

- (a) The monthly contributions for the Medical Service Plan and Extended Health Benefits shall be paid one hundred percent (100%) by the Employer.

- (b) The maximum lifetime extended health care benefits paid to any one (1) person shall be unlimited coverage.

24.03 Dental Plan

The Employer agrees to pay one hundred percent (100%) of the following dental plan monthly premiums:

- Plan "A" Basic dental services.
- Plan "B" Prosthetics, Crowns and Bridges - Plan pays one hundred percent (100%) of approved schedule of fees.
- Plan "C" Orthodontic Plan pays fifty percent (50%) of approved schedule of fees for children up to a three thousand dollars (\$3,000.00) lifetime maximum.

24.04 Vision Care Plan

- (a) Employees will be provided with a vision care plan with the Employer paying five hundred dollars (\$500.00) per family member in a two (2) year period.
- (b) An employee or eligible dependent shall be entitled to apply the five hundred dollars (\$500.00) for the eyeglasses (each two (2) years) to laser eye surgery.

24.05 Municipal Pension Plan

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

24.06 Supplementation of WorkSafeBC Award

- (a) Any employee absent from duty due to injury received while on duty in the employ of the Employer only, shall receive full salary during such absence for a period not exceeding twelve (12) months for any one (1) accident, providing that:
 - (i) Monies received from WorkSafeBC shall be remitted to the Employer during that period and the resulting short-fall from

the full salary paid shall be deducted from accumulated sick leave credits; and

- (ii) the employee has accumulated sick leave credits.
- (b) In the event an employee has depleted their accumulated sick leave credits, the employee will receive compensation directly from WorkSafeBC and the Employer will collect the employee's portion of the benefit premiums through monthly billings.

24.07 Group Life Insurance

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

24.08 Long-Term Disability

- (a) Regular full-time and regular part-time employees are eligible for long-term disability benefits.
- (b) A long-term disability plan shall be provided with coverage to be two-thirds (2/3) of monthly salary to a maximum of five thousand dollars (\$5,000.00) per month. The employee shall pay one hundred percent (100%) of the premiums.
- (c) Any employee who qualifies for long-term disability benefits will remain on the Employer's benefit plan for up to two (2) years. The Employer will pay one hundred percent (100%) of the extended health and dental premiums for the first twelve (12) months. If the employee chooses to remain on the Employer's benefit plan, the employee is responsible for one hundred percent (100%) of the benefit premiums for the remaining twelve (12) months.
- (d) Upon return to work following recovery an employee who was on LTD for less than twenty-four (24) months shall continue in their former job; an employee who was on a claim for more than twenty-four (24) months shall return to an equivalent position, exercising their seniority rights if necessary as per Article 11.01.

24.09 Maintenance of Benefit Coverage

- (a) In the event of absence of a regular employee due to sickness or injury, the Employer will continue to pay, on behalf of the employee, its share of the monthly contributions, including sick leave allotments from the sick leave bank, under the Medical Services Plan, Dental Plan, Extended Health Benefits, and Group Insurance Contract. Employees injured while working for another employer are excluded from this benefit.
- (b) The Employer will continue to pay, on behalf of such employee, its share of the said contributions for a period of three (3) months immediately following the date of the expiration of sick leave benefits up to a maximum of three (3) months in any twelve (12) month period, provided that in all cases the employee or Union shall likewise continue the employee contributions under the said contract.
- (c) A regular employee who is eligible for WorkSafeBC benefits for a longer duration than twelve (12) months, and is unable to attend work because of a disability resulting from an accident at work for the Employer, shall have their total M.S.P. and group insurance payments paid by the Employer until said employee returns to work or until judged medically unfit to resume their present occupation.
- (d) Regular employees on temporary layoff or special leave of absence shall continue to maintain their benefit coverage where required by the benefit carrier, and may continue all other benefits where allowable by the carrier on the following basis:
 - (i) The premiums for the first month will be paid on the usual cost-shared basis between the Employer and the employee.
 - (ii) The premiums for subsequent months to a maximum of one (1) year shall be paid one hundred percent (100%) by the employee.
 - (iii) Regular seasonal employees shall pay one hundred percent (100%) of the premiums due for the duration of their temporary layoff period and such premiums shall be collected over the eight (8) month period of employment.

24.10 Changes in Benefits

- (a) The Employer shall not amend the level of benefits (range of services or amounts of coverage) without prior mutual agreement with the Union.
- (b) Notwithstanding the provisions of Article 24.10 (a), employees shall receive benefits in accordance with the terms of the contracts existing from time-to-time between the Employer and the respective carriers. Where the provisions of this Agreement and the contracts differ, the provisions of the carrier contracts shall prevail.

ARTICLE 25 – OCCUPATIONAL HEALTH AND SAFETY

25.01 First Aid Kits

Industrial first aid kits shall be kept and maintained in workplaces in accordance with WorkSafeBC regulations.

25.02 Pay for Injured Employees

An employee who is injured during working hours and is required to leave for treatment or is sent home, shall receive payment for the remainder of the day in which the employee is injured provided that the employee completes the WorkSafeBC report on the injury.

25.03 WorkSafeBC Regulations

No person shall carry out, or cause to be carried out, any work process or operate or cause to be operated, any tool, appliance or equipment when that person has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.

25.04 Occupational Health and Safety Committee

- (a) The Joint Occupational Health and Safety Committee (JOHS) membership will be in accordance with the Workers' Compensation Act.
- (b) The Committee will function in accordance with the Workers' Compensation Act and Occupational Health and Safety Regulations,

and will participate in developing a program to reduce risk of occupational injury or illness.

- (c) The Union will appoint, on an annual basis, members to the JOHS Committee.
- (d) Employees who are representatives of the Committee shall not suffer any loss of pay for time spent on the business of the Committee.

Committee meetings shall be scheduled during normal working hours.

ARTICLE 26 - TECHNOLOGICAL AND OTHER CHANGES

26.01 Union Notification of Changes

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

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

26.02 Training Program

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

26.03 Additional Training

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer

than one (1) year, the additional training time shall be a subject for discussion between the Employer and the Union.

26.04 No New Employees

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

26.05 Educational Course

On application by the employee, the Employer may, at its discretion, pay the enrolment costs and the cost of books and materials, or a portion of the cost, for employees enrolled in academic or technical upgrading courses approved by the Employer. Such payments will be paid as per City of Courtenay Directive #2800.00.04 (d) dated July 23, 2007.

Employees requested by the Employer to attend training shall have all expenses paid, shall continue to receive regular wages while attending, and where educational activity takes place outside of regular work hours, shall receive time off in lieu equivalent to the time of the educational activity taking place outside of regular work hours.

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

ARTICLE 27 - JOB SECURITY

27.01 Contracting Out

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

in the work force or hours of work, or loss of pay, or the failure to recall employees on layoff.

ARTICLE 28 - GENERAL CONDITIONS

28.01 Union Meetings

It is agreed that the Employer shall allow the Union the use of the Employer's meeting facilities for Union meetings and also permit the Union to hang their Charter in the Employer's premises. The Union shall pay a rent of one dollar (\$1.00) for each meeting held by the Union.

28.02 Union Bulletin Boards

A notice board will be permitted in the workplace upon which notices may be posted.

The Union shall have the right to post notices of meetings and such other notices as may be of interest to all unionized employees.

28.03 Clothing

- (a) The Employer shall supply Mechanics and Utilities Maintenance Sewer employees with coveralls including replacement and laundering as required.
- (b) All other employees whose general working conditions require such protective clothing shall be supplied with two (2) pairs of coveralls. It shall be the responsibility of these employees to maintain, clean, and repair such clothing.
- (c) The Employer shall supply one (1) set of rain gear to each employee whose general working conditions require such protective clothing.
- (d) Replacement of protective clothing issued under (a), (b) and (c) will be made upon surrender of worn clothing and where replacement is a result of normal wear.
- (e) The Employer shall supply up to two hundred dollars (\$200) per year or up to four hundred dollars (\$400) biennially upon proof of purchase of CSA approved safety boots, to each regular employee who is required by the Employer to wear protective footwear.

Students and temporary employees who are required by the Employer to wear CSA approved safety boots shall receive up to one hundred dollars (\$100.00) annually upon proof of purchase.

ARTICLE 29 - PRESENT CONDITIONS AND BENEFITS

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

ARTICLE 30 - TERM OF AGREEMENT

This Agreement shall be binding and remain in full force and effect from the 1st day of January, 2021 until the 31st day of December, 2024 and shall continue from year-to-year thereafter unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

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

All revisions to the Collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

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

SIGNED on behalf of the Corporation of the City of Courtenay


Geoff Garbutt, CAO


Kyle Shaw, Director of Public Works


Lynda Roach, Manager of Human Resources.

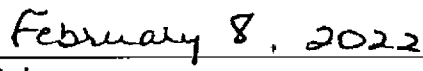
SIGNED on behalf of the Canadian Union of Public Employees, Local 556


Terri Cox


Alex Hibberd


Cammy Dallamore


Riley Carter


Date:

SCHEDULE 'A'

Hourly Wage Rates – January 1, 2021 – December 31, 2024

	Jan. 1, 2021 68¢	Jan. 1, 2022 2%	Jan. 1, 2023 2%	Jan. 1, 2024 2%
Receptionist (Cashier)	30.62	31.23	31.86	32.49
Clerk:	31.98	32.62	33.27	33.94
-Department				
-Administration				
-Purchasing				
-Community Services				
-Legislative Services				
-Development Services				
Clerk:	32.60	33.25	33.92	34.60
-Finance				
-Payroll				
Communications & Marketing Specialist	35.69	36.40	37.13	37.87
Admin. Assistant:				
-Finance				
-Administration				
Accountant	41.19	42.01	42.85	43.71
Accounting Technician	36.89	37.63	38.38	39.15
Chief Building Inspector Planning Supervisor	45.68	46.59	47.53	48.48
Building Inspector 3	44.36	45.25	46.15	47.08
Building Inspector 2	43.19	44.05	44.93	45.83
Building Inspector 1	41.99	42.83	43.69	44.56

	Jan. 1, 2021 68¢	Jan. 1, 2022 2%	Jan. 1, 2023 2%	Jan. 1, 2024 2%
Procurement Specialist	41.99	42.83	43.69	44.56
Network Technician	40.48	41.29	42.12	42.96
Programmer Analyst	41.56	42.39	43.24	44.10
Planning Technician	38.85	39.63	40.42	41.23
Planner 1	39.64	40.43	41.24	42.07
Computer Technician	33.84	34.52	35.21	35.91
RCMP LAN Administrator	33.84	34.52	35.21	35.91
GIS Technician	36.68	37.41	38.16	38.93
Inventory Analyst	35.02	35.72	36.43	37.16
Planner 3 – Land Use	44.36	45.25	46.15	47.08
Planner 2	40.48	41.29	42.12	42.96
-Development				
-Policy				
Bylaw Enforcement Officer	33.50	34.17	34.85	35.55
RCMP:	31.98	32.62	33.27	33.94
-Bylaw Enforcement Officer				
-Exhibit Custodian				
RCMP Court Liaison	34.34	35.03	35.73	36.44
Student – City Hall	18.66	19.03	19.41	19.80

SCHEDULE 'B'

Hourly Wage Rates – January 1, 2021 – December 31, 2024

	Jan. 1, 2021	Jan. 1, 2022	Jan. 1, 2023	Jan. 1, 2024
	68¢	2%	2%	2%
Engineering Technologist	38.00	38.76	39.54	40.33
Public Works Inspector				
Asset Management Technologist				
Water Technician	37.18	37.92	38.68	39.46
Engineering Technician	34.13	34.81	35.51	36.22
Administrative Assistant	35.69	36.40	37.13	37.87
Department Clerk	31.98	32.62	33.27	33.94
Receptionist	30.62	31.23	31.86	32.49
Working Foremen:	41.12	41.94	42.78	43.64
-Water				
-Wastewater/Drainage				
-Roads				
-Parks				
-Shop				
-Civic Properties				
Supervisor:				
-Horticulture	38.83	39.61	40.40	41.21
-Turfgrass				
-Parks Utility				
-Arborist				
Journeyman	38.36	39.13	39.91	40.71
-Mechanic				
-Electrician				
-Carpenter				

	Jan. 1, 2021 68¢	Jan. 1, 2022 2%	Jan. 1, 2023 2%	Jan. 1, 2024 2%
Equipment Operator	35.36	37.09	37.83	38.59
Handyperson				
Painter/Signperson				
Roads 2				
Pipefitter 2				
Utilities Maint. Water 2				
Utilities Maint. Wastewater 2				
Arborist				
Pipefitter 1	34.07	34.75	35.45	36.16
Roads 1				
Utilities Maint. Wastewater 1				
Utilities Maint. Water 1				
Gardener 2 -Horticulture				
Gardener 2 -Sports Turf				
Parks Utility 2				
Stores Keeper	33.46	34.13	34.81	35.51
Cemetery Worker				
Gardener 1 -Horticulture	32.82	33.48	34.15	34.83
Gardener 1 -Sports Turf				
Parks Utility 1				
Seasonal Gardener 1				
Labourer:	30.76	31.38	32.00	32.64
-Public Works				
-Parks				
-Trades				
Student:	18.66	19.03	19.41	19.80
-Public Works				
-Parks				

SCHEDULE 'C'

Hourly Wage Rates – January 1, 2021 – December 31, 2024

	Jan. 1, 2021	Jan. 1, 2022	Jan. 1, 2023	Jan. 1, 2024
	68¢	2%	2%	2%
Office Supervisor	36.59	37.32	38.07	38.83
Receptionist 3	31.95	32.59	33.24	33.91
Receptionist 2	30.62	31.23	31.86	32.49
Receptionist 1	27.65	28.20	28.77	29.34
Program Assistant Youth Worker	29.04	29.62	30.21	30.82
Youth Services Supervisor Adapted & Inclusive Programming Supervisor	34.95	35.65	36.36	37.09
Pre-School Supervisor	27.70	28.25	28.82	29.40
Pre-School Assistant	21.16	21.58	22.01	22.46
Custodial Supervisor	35.42	36.13	36.85	37.59
Custodian	27.74	28.29	28.86	29.44
Arts & Leisure Programmer	30.92	31.54	32.17	32.81
Active Living Programmer	30.92	31.54	32.17	32.81

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF COURTENAY

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556

RE: OVERTIME

The parties agree that the current practice of assigning overtime as used in the Public Works Division will continue for the bargaining unit.

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

SIGNED on behalf of the Corporation of the City of Courtenay


Geoff Garbutt, CAO



Kyle Shaw, Director of Public Works


Lynda Roach, Manager of Human Resources.

SIGNED on behalf of the Canadian Union of Public Employees, Local 556


Terri Cox


Alex Hibberd


Cammy Dallamore


Riley Carter

February 8, 2022
Date:

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF COURTENAY

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556

RE: AMALGAMATION, REGIONALIZATION AND MERGER PROTECTION

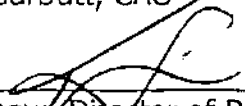
Prior to the Employer merging or amalgamating with any other body, the following shall apply:

1. The Employer shall notify the Union as far in advance as possible.
2. A joint committee shall be established to review the proposed merger or amalgamation to identify those areas where employees may be affected. The joint committee shall report their findings to their respective principals.
3. The Union and the Employer shall be guided by the principle of co-operation and agree to use their best efforts to preserve the following employee benefits and privileges:
 - Seniority
 - Service Credits
 - Wage rates
 - Benefits and sick leave
 - Vacation

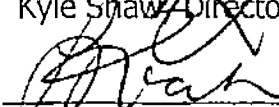
SIGNED on behalf of the Corporation of the City of Courtenay



Geoff Garbutt, CAO




Kyle Shaw, Director of Public Works



Lynda Roach, Manager of Human Resources.


SIGNED on behalf of the Canadian Union of Public Employees, Local 556



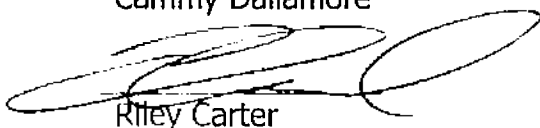
Terri Cox



Alex Hibberd



Cammy Dallamore



Riley Carter

February 8, 2022
Date:

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF COURTENAY

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556

RE: NEW JOB OR CHANGED CLASSIFICATIONS

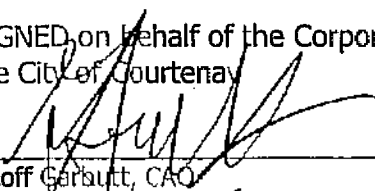
The parties agree to form an ad hoc sub-committee of Labour-Management and outside of the current bargaining process to jointly review job descriptions and make recommendations to change/update and negotiate rates of pay for new classifications created by the Employer per Article 23 of the Collective Agreement.

The Committee shall also review existing job descriptions/classifications and further will make recommendations of changes and/or updates.

The Committee shall be comprised of designates of Human Resources and the Union and include the appropriate representatives of the parties as needed.

The work of the Committee will be initiated within thirty (30) days of ratification of a new Collective Agreement.

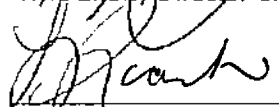
SIGNED on behalf of the Corporation of
the City of Courtenay



Geoff Garbutt, CAO



Kyle Shaw, Director of Public Works



Lynda Roach, Manager of Human
Resources.


SIGNED on behalf of the Canadian Union
of Public Employees, Local 556



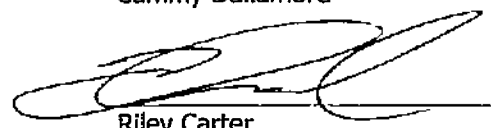
Terri Cox



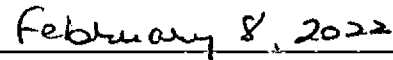
Alex Hibberd



Cammy Dailamore



Riley Carter



Date: February 8, 2022

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF COURTENAY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556

RE: UTILITY CERTIFICATION PAY

These parties agree to the following:

1. The Employer agrees to pay a certificate bonus per hour per certificate to those employees required by the Employer to hold the following BC Environmental Operators Certificate Program (EOCP) certificates:

Water Distribution Level 1	\$0.10
Water Distribution Level 2	\$0.20
Water Distribution Level 3	\$0.30
Water Distribution Level 4	\$0.40
Waste Water Collection Level 1	\$0.10
Waste Water Collection Level 2	\$0.20
Waste Water Collection Level 3	\$0.30

2. These amounts are payable effective May 5th, 2016 for all hours worked and any paid time off in relation to vacation, sick and other approved leaves in addition to the regular wage rates in Schedule "B".
3. This LOU supersedes the previous Certification Bonus LOU dated May 5th, 2016.
4. The agreement shall remain in effect until the negotiation of a new collective agreement.

SIGNED on behalf of the Corporation of the City of Courtenay

Geoff Garbutt, CAO

Kyle Shaw, Director of Public Works

Lynda Roach, Manager of Human Resources.

SIGNED on behalf of the Canadian Union of Public Employees, Local 556

Terri Cox

Alex Hibberd

Cammy Dallamore

Riley Carter

February 8, 2022
Date:

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF COURTENAY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556

RE: CREATION OF PLANNING SUPERVISOR


The parties agree that the Employer will create a new Planning Supervisor position within the Development Services Department. This will be a "Schedule A" position and classified at a rate of pay of \$43.25 per hour for 2018.

This new position will be posted in accordance with the terms of the Collective Agreement. As this is not a "net new" position, it will be filled within existing staff and ultimately result in a current position not being backfilled.

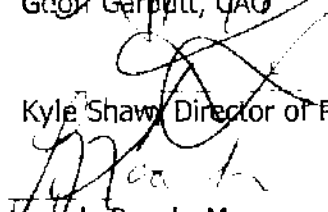
The Planning Supervisor position will be added to the wage schedule of the next Collective Agreement between the Employer and CUPE Local 556.

In the event that it is determined that this position is no longer required, the parties will meet to discuss the matter.

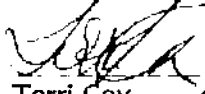
SIGNED on behalf of the Corporation of
the City of Courtenay


Geoff Garbutt, CAO

Kyle Shaw, Director of Public Works


Lynda Roach, Manager of Human
Resources.

SIGNED on behalf of the Canadian Union
of Public Employees, Local 556


Terri Cox

Alex Hibberd


Cammy Dallamore


Riley Carter

February 8, 2022
Date:

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF COURTENAY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556

RE: TEMPORARY DEPARTMENT CLERK POSITION

On a without precedent basis, the parties agree that for a trial period, the Corporate Support Services Department and the Engineering Services Department will temporarily share a Department Clerk position for a twelve (12) month period. This Agreement will address the volume of work that cannot be met solely with the current staffing complement in Corporate Services and to assess the long-term need for a Department Clerk position in the Corporate Support Services Department. This position will receive a rate of pay of \$33.15 per hour for the duration of this trial period.

The Department Clerk will continue to report to the Director of Engineering Services. However, any schedule changes; assignment of work; escalation of job tasks; and prioritizing between the two departments will be coordinated between the Directors of Engineering Services and Corporate Support Services with input from the Department Clerk.

As this is not a "net new" position, it will be filled within the existing Engineering Department Clerk and will not result in the current position being backfilled.

In the event that it is determined that the temporary position is not required for the full twelve (12) month period, the incumbent will be provided with at least two (2) weeks' notice and then return to their home position as a Department Clerk in the Engineering Services Department.


In the event a permanent Corporate Support Services Department Clerk position is created and approved, the regular posting process outlined in the Collective Agreement will be followed.

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SIGNED on behalf of the
Corporation of the City of Courtenay



Geoff Garbutt, CAO



Kyle Shaw, Director of Public Works

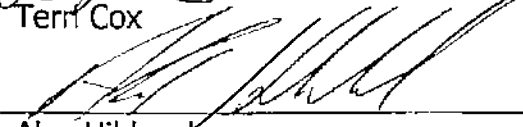


Lynda Roach, Manager of Human
Resources.


SIGNED on behalf of the Canadian
Union of Public Employees, Local 556



Terr Cox



Alex Hibberd



Cammy Dallamore



Riley Carter

February 8, 2022
Date:

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF COURTENAY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556

RE: TEMPORARY PUBLIC WORKS SERVICES DEPARTMENT POSITIONS

On a without precedent basis, the parties agree that, on a trial period, the Employer will hire up to five (5) temporary positions in the Public Works Services Department. These positions may either be hired as Operations Maintenance Workers within the Transportation and Utilities Division or Parks Maintenance Workers within the Parks Maintenance Division.

These positions will be hired for employment terms of up to four (4) months from date of hire for each position. On an as-needed basis and upon mutual agreement between the parties, these positions may be extended for up to an additional two (2) months. These temporary employees will be eligible for the same benefits and entitlement as Temporary Employees as outlined in the Collective Agreement. The employment terms of these temporary employees may be ended earlier than the original termination date with one (1) week of working notice or equivalent pay in lieu of notice.

There is no guarantee of continuing employment or re-employment of those hired into these temporary positions upon completion of their employment terms. These temporary employees will receive a performance evaluation prior to completion of their work term to determine suitability for ongoing or future employment at the City.


SIGNED on behalf of the Corporation of the
City of Courtenay



Geoff Garbutt, CEO



Kyle Shaw, Director of Public Works



Lynda Roach, Manager of Human
Resources.

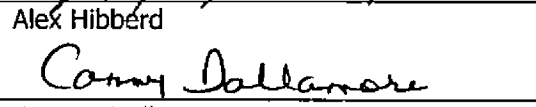
SIGNED on behalf of the Canadian Union of
Public Employees, Local 556



Terri Cox




Alex Hibberd



Cammy Dallamore



Riley Carter



February 8, 2022
Date

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF COURTENAY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556

RE: TRANSFER OF RCMP POSITIONS TO THE CITY OF COURTENAY

The parties agree that two (2) RCMP-based positions, Exhibit Custodian (replacing the RCMP Watch Clerk position vacated by Denise Madeiros effective April 1, 2019) and Court Liaison, will transfer to the City of Courtenay to be covered by the CUPE Collective Agreement and listed under Schedule 'A' effective July 1, 2019.

The 2019 rates of pay will be \$30.68 per hour for the Exhibit Custodian and \$33.00 per hour for the Court Liaison. These positions will be added to Schedule 'A' with the next Collective Agreement. The hours of work (thirty-five (35) hours per week) and all other conditions of employment for these positions will be in accordance with the terms of the Collective Agreement.

No job posting will be required for the Court Liaison position. The incumbent, Lisa Lewis, will transfer to the City directly into this position effective July 1, 2019 and the Employer and the Union will recognize their service date with the RCMP, of September 7, 2005, for all service, seniority, vacation and any other purposes provided in the Collective Agreement. Ms. Lewis will receive an offer of employment from the City of Courtenay confirming this information.

No job posting will be required for the Exhibit Custodian position. The two (2) part-time incumbents, Gordon Rutherford and Ross MacIsaac, will transfer to the City directly into this position, effective July 1, 2019. Neither incumbent will transfer service to the City for any seniority, vacation entitlement nor any other purposes provided in the Collective Agreement. Both incumbents will work an average of seventeen and one half (17 1/2) hours per week and will receive payment in lieu of benefits entitlement. Mr. Rutherford and Mr. MacIsaac will each receive an offer of employment from the City of Courtenay confirming this information.


.../2

This Letter of Understanding will be included in the subsequent Collective Agreement.

SIGNED on behalf of the Corporation of
the City of Courtenay



Geoff Garbutt, CAO



Kyle Shaw, Director of Public Works



Lynda Roach, Manager of Human
Resources.


SIGNED on behalf of the Canadian Union
of Public Employees, Local 556



Terri Cox



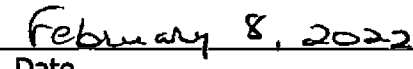
Alex Hibberd



Cammy Dallamore



Riley Carter



February 8, 2022
Date

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF COURTENAY

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556

RE: LABOUR-MANAGEMENT COMMITTEE

The following will be standing items to discuss at Labour-Management:

- Flex time
- Alternate work arrangements
- Remote work arrangements
- Standby process and call-out procedure
- Contracting out RFP's

SIGNED on behalf of the
Corporation of the City of Courtenay


Geoff Garbutt, CAO



Kyle Shaw, Director of Public Works


Lynda Roach, Manager of Human
Resources.

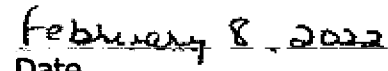
SIGNED on behalf of the Canadian
Union of Public Employees, Local 556


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Riley Carter


Date

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF COURTENAY

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556

RE: BENEFITS REVIEW

The parties agree to form an ad hoc sub-committee of Labour-Management and outside of the current bargaining process to jointly review employee benefits and make recommendations to change/update the benefits plan.

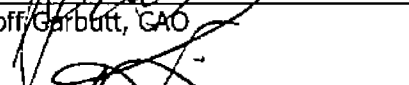
The Committee shall be comprised of designates of Human Resources and the Union and include the appropriate representatives of the parties as needed.

The work of the Committee will be initiated on January 1, 2022. Any mutually agreeable recommendations will be made effective on January 1, 2023 to a maximum of zero point five percent (0.5%) of 2022 Union base wages.

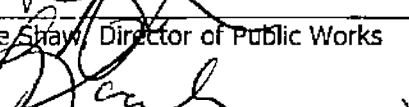
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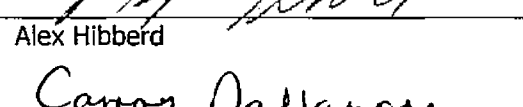
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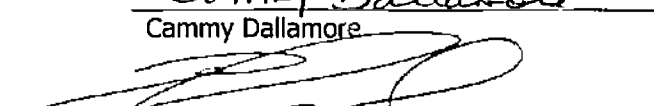
Terri Cox



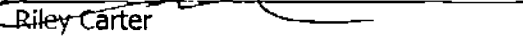
Alex Hibberd



Cammy Dallamore



Riley Carter



February 8, 2022
Date

