

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN

MUNICIPALITY OF  
**N RTH**  
Cowichan

AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 358  
(THE DUNCAN AND NORTH COWICHAN CIVICS)



JANUARY 1, 2021 TO DECEMBER 31, 2024

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THIS AGREEMENT made and entered into this first day of November 2021

BETWEEN:

**THE CORPORATION OF THE  
DISTRICT OF NORTH COWICHAN**

Whose Municipal Office is situated on the  
Trans-Canada Highway within the boundaries of  
The Corporation of the District of North Cowichan  
in the Province of British Columbia

(hereinafter called the "Employer")

OF THE FIRST PART

AND THE:

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 358  
(THE DUNCAN AND NORTH COWICHAN CIVICS)**

(hereinafter called the "Union")

Which expression shall be deemed to mean unionized  
employees only except those excluded by the provisions  
of the Labour Relations Code of British Columbia

OF THE SECOND PART

WHEREAS the Union has been duly certified under the Statutes of the Province of British Columbia,

AND WHEREAS this Agreement shall extend to and cover all unionized employees of the Corporation of the District of North Cowichan excepting those excluded by the Labour Relations Code;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

**ARTICLE 1     DEFINITIONS****1.01     Probationary Employee**

A newly hired employee who is completing sixty-five (65) working days from the date of hire.

**1.02     Regular Employee**

Any employee having satisfactorily completed the probationary period.

**1.03     Full-time Employee**

Any probationary or regular employee who works the full hours of work as identified in Article 18.

All benefits are applicable as specified in this Agreement.

**1.04     Part-time Employee**

Any probationary or regular employee who has a fixed job assignment on a regularly scheduled basis, and who works less than the full hours of work as identified in Article 18.

Part-time Employees may be scheduled to work up to 80% of full-time hours.

All benefits are applicable as specified in this Agreement. Part-time employees shall accrue vacation and sick leave on a pro-rated basis and may be eligible for statutory holiday pay if they meet the criteria specified in Article 21.01.

**1.05     Casual Employee**

Any employee hired to work on call, enhance the work force or to fill intermittent work demands.

(a) Casual employees will receive an additional twelve percent (12%) of regular hourly wage in lieu of vacation, statutory holiday pay, benefits and sick leave as specified in Articles 22.01, 23.01, 28.01, 28.03, 28.04 and 28.06.

(b) Casual employees at the Cowichan Aquatic Centre will be called in to work in accordance with Appendix "A" – Cowichan Aquatic Centre Scheduling and Call-In Procedure.

(c) Casual employees shall be permitted to work in any casual position within their own department, provided they have the skills, abilities, qualifications, and availability to perform the duties of that position.

**1.06     Temporary Employee**

Any employee temporarily hired to backfill a regular employee absence in excess of sixty (60) days or to meet seasonal or work volume demands for up to twenty-four (24) months.

Temporary employees will receive an additional twelve percent (12%) of regular hourly wage in lieu of vacation, statutory holiday pay, benefits and sick leave as specified in Articles 22.01, 23.01, 28.01, 28.03, 28.04 and 28.06.

Any temporary employee, if later hired into a position in 1.03, 1.04 or 1.05 above, will have seniority recognized for prior time worked in the last position as a temporary employee.

#### 1.07 Term Employee

Any Casual employee hired for a period not to exceed twelve (12) months. There shall be no more than eight (8) Term employees at any one time except as otherwise mutually agreed. Term employees will not be used to fill or replace vacant regular positions. No seniority rights shall be accrued, except where a Casual employee fills a Term position. Any Term employee, if later hired into a position in 1.03, 1.04, or 1.05 above, will have seniority recognized for prior time worked as a Term employee.

Term employees will receive an additional twelve percent (12%) of regular hourly wage in lieu of vacation, statutory holiday pay, benefits and sick leave as specified in Articles 22.01, 23.01, 28.01, 28.03, 28.04 and 28.06.

#### 1.08 Student

Any employee currently enrolled in or intending at the end of the term of employment to enroll or re-enroll in a post-secondary institute. Students shall only be entitled to vacation pay in accordance with the Collective Agreement. No seniority rights shall be recognized.

No student shall be employed while any regular member of the bargaining unit is laid off.

Student rates shall apply to Operations (Parks, Utilities, Public Works) students when they are employed between March 1 and October 31 inclusive.

Co-op Students may be utilized at any time during the calendar year. The rate of pay for a Co-op Student will be determined by mutual agreement between the Union and the Employer.

## **ARTICLE 2      MANAGEMENT RIGHTS**

### 2.01 Management Rights

- (a) The management of the work force and of the methods of operation is vested exclusively in the Employer except as otherwise specifically provided in this Agreement.
- (b) The Employer shall have the right to select its employees and to discipline or discharge them for proper cause, however any employee who feels unfairly treated may appeal through the grievance procedure as set out in Article 12.

**ARTICLE 3      RECOGNITION**3.01      Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 358 as the sole and exclusive Collective Bargaining Agent for all its employees as defined by the Certification.

3.02      Right of Fair Representation

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

3.03      No Other Agreement

Any requests which may conflict with the terms of the Collective Agreement shall be dealt with between the Union and the Employer.

**ARTICLE 4      NO DISCRIMINATION**4.01      Human Rights Code

Both parties to this Agreement agree to abide by the *Human Rights Code* of British Columbia.

4.02      Harassment

Any complaint alleging harassment will be dealt with through the Respectful Workplace Policy of the Employer.

4.03      No Discrimination

Employees shall have the option of a representative present when meeting with the Employer for matters related to all provisions of Article 4.

**ARTICLE 5      UNION SECURITY**5.01      All Employees to be Members

- (a) All employees presently members of the Union shall maintain their membership in the Union as a condition of employment.
- (b) All new employees shall, as a condition of employment, become and remain a member of the Union within the first thirty (30) calendar days of employment.

**ARTICLE 6      CHECK-OFF OF UNION DUES****6.01      Check-off Payments**

- (a)      The Employer shall deduct from each employee bi-weekly, the dues, assessments and initiation fee as levied by the Union on its membership in conformity with its Constitution.
- (b)      The Union shall supply a copy of the Constitution to the Employer; also, any amendments thereto which may be adopted from time to time.

**6.02      Deductions**

Deductions shall be made every two (2) weeks and shall be forwarded to the Secretary-Treasurer of the Union, accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made.

**ARTICLE 7      NEW EMPLOYEES****7.01      New Employees**

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect. Membership cards will be supplied by the Union to the Employer.

The Employer shall provide each employee with access to the Collective Agreement.

**7.02      Collective Agreement in Electronic Format**

The Employer shall provide the Union with an electronic file containing the new Collective Agreement in a mutually agreeable format.

**ARTICLE 8      CORRESPONDENCE****8.01      Correspondence**

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Director, Human Resources and Health and Safety, or designate, and the Shop Steward and the Union President.

**ARTICLE 9      LABOUR RELATIONS COMMITTEE**

The Labour Relations Committee shall be constituted and conduct itself in accordance with the Terms of Reference set out in Appendix "B".

**ARTICLE 10     UNION/MANAGEMENT BARGAINING RELATIONS****10.01     Representatives**

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

**10.02     Union Bargaining Committee**

The Union Bargaining Committee shall be elected or appointed and consist of not more than five (5) members of the Union. The Union shall advise the Employer of the Union members of this Committee.

**10.03     Time Off for Meeting**

The Union Bargaining Committee representatives shall be granted time off without loss in regular salary/wages when meeting with official representatives of the Employer for the purposes of bargaining. Time off, in order to prepare for bargaining, shall be granted to the Bargaining Committee representatives and cost related to preparation time shall be billed to the Union.

**ARTICLE 11     NOT APPLICABLE****ARTICLE 12     GRIEVANCE PROCEDURE****12.01     Grievance Procedure**

- (a) A grievance shall mean any difference between the parties, or the Employer and any employee, concerning the interpretation, application, implementation, or operation of any provision in the Collective Agreement, including whether a matter is arbitrable.
- (b) All grievances shall be finally and conclusively resolved in the manner provided in this Article without stoppage of work.
- (c) The parties agree to use the following grievance procedure:
  - (i) Step 1: Within ten (10) working days from the date of the incident prompting the grievance, the employee affected shall discuss the matter with the employee's immediate supervisor or the latter's designate. If either party so wishes, a shop steward may be present for this discussion. In the case of discipline or to prevent unnecessary extension of timelines, the Union shall have the option to proceed directly to Step 2 by mutual agreement.

- (ii) Step 2: If no settlement is reached at Step 1, the employee shall submit the grievance in writing to the employee's Department Head or designate within ten (10) working days of the meeting set out in (c)(i) above. The grievance shall set out the facts upon which the employee relies, a clear statement of the grievance, and the remedy sought. The Employer's representative(s) shall meet with the employee and the Shop Steward within ten (10) working days of receiving the grievance for the purpose of obtaining any further information and clarification of the grievance. The Employer shall respond in writing to the written grievance within five (5) working days of this meeting.
- (iii) Step 3: If no settlement is reached at Step 2, senior representatives of the Union and the Employer shall meet within ten (10) working days of the delivery of the Step 2 response letter from the Employer. The Employer shall again respond in writing to the written grievance within five (5) working days of this meeting.
- (iv) Step 4: If no settlement is reached at Step 3, either party may refer the grievance to arbitration. Such referral to arbitration must occur, by written notice to the other party, within ten (10) working days of the delivery of the Step 3 response letter from the Employer.

#### 12.02 Extension of Time Limits

The Union and the Employer may, by mutual agreement in writing, extend the time limits mentioned above. Any request for an extension must occur prior to the expiry of the time limits set out above. Approval for extension of time limits shall not be unreasonably withheld.

#### 12.03 Policy Grievances

Where a grievance, as defined above, involves a question of general application or general interpretation of the Collective Agreement, or involves the discipline or termination of an employee, either party may file the grievance, in writing, at Step 3. Such grievances must be filed within ten (10) working days of the incident giving rise to the grievance and must provide particulars of the facts and issues upon which the grieving party is relying.

### **ARTICLE 13     ARBITRATION**

#### 13.01 Composition of Board of Arbitration

If the grievance is not satisfactorily disposed of under the terms of the preceding article within fourteen (14) days, or such longer period as the parties may agree to, then the matter shall be referred to a board of arbitration composed of three (3) persons as follows:

- (a) The party desiring arbitration shall appoint a member for the board and shall notify the other party in writing of this appointment and the matter to be arbitrated.
- (b) The party receiving the notice shall, within three (3) days, appoint a member for the board and notify the other party of its appointment.

- (c) The two (2) arbitrators so appointed shall confer upon the selection of a third party to be chairman and failing to agree within three (3) days upon a person willing to act for them, they shall apply to the Director of the Collective Agreement Arbitration Bureau for the Province of British Columbia.

#### 13.02 Board Procedure

The arbitration board shall sit, hear the parties, and make its award within ten (10) days of the appointment of the chairman, provided the time may be extended by agreement of the parties to the grievance.

#### 13.03 Decisions of the Board

The board shall deliver its award in writing to each of the parties to the grievance and the award of the majority of the board shall be the award of the board and shall be final and binding upon the parties.

#### 13.04 Expenses of the Board

Each party to a grievance shall pay its own costs and expenses of the arbitration and one-half (½) of the compensation and expenses of the chairman and all stenographic and other expenses of the arbitration board.

#### 13.05 Single Arbitrator

Notwithstanding the above, the parties may by mutual agreement refer a dispute to a single arbitrator with each party paying one-half (½) of the cost of such single arbitrator. The single arbitrator shall have the same powers as a Board of Arbitration and the award shall be final and binding upon the parties.

#### 13.06 Expedited Arbitration

- a) Upon completion of Step 3 of the grievance procedure in accordance with Article 12, a grievance may, by mutual agreement, be resolved through expedited arbitration.
- b) The expedited arbitration shall be scheduled to be heard at a mutually agreed upon date and location.
- c) The parties shall mutually agree upon a single arbitrator who shall be appointed to hear the grievance and render a decision within two (2) working days of the hearing. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- d) As the process is intended to be informal and non-legal, outside lawyers will not be used to represent either party at the expedited arbitration.
- e) The parties shall make use of an agreed to statement of facts.
- f) Presentations shall be limited to a comprehensive opening statement.

- g) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter, with the exception of employee discipline.
- h) The parties shall equally share the costs of the fees and expenses of the arbitrator.

## **ARTICLE 14     DISCHARGE, SUSPENSION AND DISCIPLINE**

### **14.01    Cause For Discipline**

A regular employee may be disciplined, suspended, or discharged, but only for just cause by the Employer.

### **14.02    Discharge or Suspension Procedure**

Except in the case of Article 14.01 above, the following procedure shall apply before any employee is dismissed or suspended for cause:

- (a) When the Employer has dismissed or suspended an employee under this section, a letter must be forwarded to the employee within five (5) working days of their dismissal or suspension, with a copy to the Union, stating the cause for the dismissal or suspension.
- (b) Letters of warning, suspension, dismissal or exoneration nature shall be forwarded to the following:
  - (1) One (1) to the employee,
  - (2) One (1) to the Union President
- (c) Upon request, after thirty-six (36) months without any infraction, any letter(s) of discipline shall be removed from the employee's personnel file(s) and/or personnel record(s).

### **14.03    Right of Representation**

All employees shall have the right of Union representation when meeting with the Employer pertaining to discipline, suspension, or discharge. Representation shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

### **14.04    Notice of Dismissal**

When a regular employee is dismissed, they shall be given fifteen (15) days' notice or fifteen (15) days' pay in lieu thereof, except for cause when they may be discharged immediately.

**14.05 Access to Personnel File**

An employee shall have the right, at a mutually acceptable time, to have access to and review their personnel file and to make copies of anything contained therein.

**14.06 Crossing of Picket Line During Strikes**

An employee covered by this Agreement shall have the right to refuse to cross a picket line or to handle goods from an employer where a strike or lockout is in effect. Failure to cross such a picket line or handle goods from an employer where a strike or lockout is in effect by an employee shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

**14.07 Maintenance of Benefits**

Employee benefit plans shall be maintained while an employee is serving a period of suspension without pay. Further, when an employee is discharged and a grievance is lodged according to the grievance procedure, the benefit plans shall be sustained until the conclusion of the final resolve. The full cost of the premiums shall be paid by the Employer for the suspension or the aborted dismissal. However, in the event that the suspension or dismissal is upheld, the employee so affected shall repay to the Employer a sum equal to the cost of the premiums paid on their behalf.

**ARTICLE 15 SENIORITY****15.01 Seniority Defined**

Seniority is defined as the length of service with the Employer in the Bargaining Unit, except as otherwise specified in this Agreement.

**15.02 Seniority List**

- (a) The Employer shall maintain a seniority list for Full-time, Part-time, and Temporary employees showing the employees seniority date. Up-to-date seniority lists shall be sent to the Union and posted on all bulletin boards in January of each year. A Full-time or Part-time employee shall not lose and shall continue to accrue seniority rights if they are absent from work because of sickness, an accepted WorkSafe BC claim, layoff or leave of absence approved by the Employer.
- (b) Seniority for Part-time employees shall operate the same as for Full-time employees.
- (c) A separate seniority list for Casual employees shall be calculated on the basis of the number of hours worked. When an Employee is awarded a position as per (a) above, their seniority shall be calculated based on the FTE hours of the position awarded. A Casual employee shall continue to accrue seniority rights if the employee is absent from work because of an accepted WorkSafe BC claim or pregnancy and/or parental leave.
  - (i) A separate seniority list will be maintained for Casual RCMP Guards; such seniority provides entitlement to apply for a vacancy of a full-time posting as a RCMP Guard only.

- (ii) Seniority accrued by Casual RCMP Detachment Clerks shall provide entitlement to apply for a full-time vacancy at the RCMP Detachment only.
- (d) Seniority for all employees at the Cowichan Aquatic Centre will apply bargaining unit wide.

#### 15.03 Probationary Periods

- (a) Newly hired employees shall be considered on a probationary basis for a period of sixty-five (65) working days from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The Employer is entitled to terminate a probationary employee if the employee is unsuitable for continued employment.
- (b) In determining suitability, the Employer is entitled to consider any factor which could reasonably be expected to affect the employment relationship including conduct, quality of work, ability to work with others, ability to meet performance standards of the Employer and attendance.
- (c) After completion of the probationary period, seniority shall be effective from the original date of employment except as otherwise provided in this Agreement.

#### 15.04 Consideration of Seniority

In the promotion, demotion and transfer of regular employees, skills, qualifications, and abilities shall be the primary consideration. Where these factors are equal, seniority shall be the determining factor.

#### 15.05 Loss of Seniority – Full-time and Part-time Employees

A Full-time or Part-time employee shall only lose their seniority in the event the employee:

- (a) Is discharged for just cause and is not reinstated;
- (b) Resigns;
- (c) Is absent from work in excess of one (1) working day without notifying the Employer, unless such notice was not reasonably possible;
- (d) Fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address; or
- (e) Is laid off for a period longer than twelve (12) months.

**15.06 Loss of Seniority – Casual Employees**

A Casual employee shall only lose their seniority and be struck from the list of Casual employees in the event the employee:

- (a) Does not work a shift for the Municipality for six (6) months. Staff meetings and training do not constitute a shift worked for the purposes of this section.
- (b) Declines five (5) offered shifts, consistent with the employee's provided availability form or equivalent within six (6) months.
- (c) Works at Fuller Lake Arena, in which case the six (6) calendar months noted in (a) and (b) are extended to seven (7) months.

**15.07 Loss of Seniority – Temporary Employees**

A Temporary employee shall only lose their seniority effective the end date of their temporary appointment.

**ARTICLE 16 PROMOTIONS AND STAFF CHANGES****16.01 Job Postings**

- (a) When a vacancy occurs or a new position is created, the Employer shall notify the Union in writing and post notice of the position in areas accessible to employees for a minimum of five (5) working days in order that all employees will know about the position and be able to make written application therefore, except in emergency cases.

- (b) Information in Postings

Such notice shall contain the following information:

- Nature of Position
- Required skills, qualifications, and abilities
- Shift and hours of work
- Salary rate

**16.02 Union Notification**

The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

**16.03 On-The-Job Training**

The Employer shall inaugurate and maintain a system of "on-the-job" training so that every employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising.

Accordingly, employees shall be allowed regular opportunities to learn the work of higher or equal positions during the regular working hours by arranging to change positions for temporary periods without affecting the salary or pay of the employees concerned. Such opportunities for training shall be allocated according to the seniority provisions of this Agreement. The training period shall be mutually agreed upon by the Employer and trainee.

16.04 No Outside Advertising

No outside advertising for any vacancy shall be placed until the applications of current employees have been fully processed. The Employer must review all internal applications and finalize its selection process in respect of those applications before considering external applicants.

16.05 Trial Period

The declared successful candidate shall be given a trial period of thirty (30) working days. The exact starting date of the trial period shall be made known to the declared successful candidate before the start of the trial period.

Conditional upon satisfactory performance the employee shall be awarded the position after the completion of the trial period. In the event the declared successful candidate proves unsatisfactory in the position during the trial period or if the employee is unable or unwilling to continue to perform the duties of the new position, the employee shall be returned to the previously held position, wage, or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the previously held position, wage, or salary rate, without loss of seniority.

**ARTICLE 17    LAYOFFS AND RECALLS**

17.01 Welfare Coverage

The Employer agrees to pay the coverage to the welfare plans in accordance with Article 28 for regular employees laid off for periods of less than six (6) months. In the event of a longer layoff, regular employees so affected will be given the right to continue this coverage through direct payments to the carrier. The provision to extend coverage in the event of a longer layoff does not apply to group life insurance.

17.02 Notice of Layoff

The Employer shall provide written notice to employees who are to be laid off ten (10) working days prior to the effective date of such layoff.

Employees who have completed three (3) years continuous service shall receive additional notice of one (1) calendar week, and for each subsequent completed year of continuous service an additional one (1) calendar week, to a maximum total of eight (8) calendar weeks' notice, shall be given. If the employee has not been given an opportunity to work the applicable notice period, they shall be paid for that portion of the notice period during which work was not made available.

### 17.03 Bumping Procedure

Within three (3) working days following notification that they occupy a position designated for layoff, employees shall be given the opportunity to exercise their seniority by indicating the desire to bump into another position, provided always that the bumping employee has the necessary skills, qualifications, and ability to perform the work in question. Failure to indicate the desire to bump into another position when given the opportunity under this article shall result in the affected employee being laid off.

### 17.04 Appraisal Period

An employee who elects to bump in accordance with this article or who is re-employed in accordance with this article, shall serve an appraisal period not exceeding ten (10) working days in the new position, except when re-employed in the same position occupied before the layoff. During this period should the employee prove unable to satisfactorily perform the duties of the new position, they shall be laid off.

### 17.05 Severance Election

Within the three (3) working days of being notified of layoff and as an alternative to either bumping into another position or working the notice period and being laid off, the affected employee may elect to resign and take severance pay in lieu of the balance of the notice period received and outstanding at the time of making such election and by so electing, not work the balance of such notice period. Employees who elect to take severance pay shall be finally and conclusively terminated in all respects and shall not have recall or other rights under this Agreement.

### 17.06 Layoff List Placement

Employees laid off from regular employment in accordance with this Article and not electing to take severance pay, shall be placed on the recall list in seniority order for a period of twelve (12) months from the date of layoff.

### 17.07 Role of Seniority

In the layoff and recall of employees, seniority shall prevail provided the employee to be retained or recalled has the necessary skills, qualifications, and ability to perform the work in question.

### 17.08 Scheduled Shutdowns – Cowichan Aquatic Centre

- (a) Cowichan Aquatic Centre employees will not be required to use vacation during scheduled pool shut-downs.
- (b) Cowichan Aquatic Centre employees who are not scheduled to work during a shut-down can choose to be laid off during this period of time, though they will not have bumping rights.

**ARTICLE 18 HOURS OF WORK**

**18.01 Working Week, Hours, and Working Days**

(a) Regular Working Week, Hours, and Working Days – Schedule “A” Employees Working at the Operations Building and Water Treatment Plants.

i. Full-time employees will work forty (40) hours per week, Monday to Friday inclusive [except as may be required to be modified for the positions referenced in Article 18.01 (h)], eight (8) hours per day and have a normal work day throughout the year as per the chart below:

Date Range	Hours of Work	Lunch	Paid Time	Lieu time Banked @Straight
All Employees except Refuse Packer Operators				
January 1 to December 31 (weekdays)	7:30 am – 4:00 pm	½ hour	8 hours	0
January 1 to December 31 (weekends)	7:00 am – 3:30 pm	½ hour	8 hours	0
Refuse Packer Operators				
January 1 to December 31 (weekdays)	8:00 am – 4:30 pm	½ hour	8 hours	0

ii. The Operations Inventory Clerk, Administrative Assistant 2 – Operations, Administrative Assistant 2 Parks and Recreation, Administrative Assistant 1 – Casual (when working in the Operations Building) and the Forestry Technologist shall have their work day start and quit times established to suit the needs of the particular operation with one-half (½) hour off for lunch.

(b) Regular Working Week, Hours, and Working Days RCMP Detachment

Schedule “A” RCMP Guards

i. These employees shall work twelve (12) hour shifts, on the basis of four (4) days on followed by four (4) days off. For the calculation of overtime, time worked on the first two scheduled days off shall be calculated as if they are the first scheduled day off, and time worked on the third and fourth day off shall be calculated as if they are the second scheduled day off.

- There shall be a scheduled twelve (12) hour shift off, without pay, every six (6) weeks, which shall be referred to as an adjustment day (bankable). All bankable adjustment days must be taken within each calendar year.
- Vacation leave, sick leave, all other leaves of absences and statutory holiday entitlement, shall be earned on the basis of one working day equals eight (8) hours. All leaves, unless otherwise agreed upon, shall be taken in twelve (12) hour blocks only.

- Employees whose shift starts on a statutory holiday are entitled to double time (2x) for the shift worked, plus an additional eight (8) hour shift off work. Employees whose scheduled day off falls on a statutory holiday, will be compensated for eight (8) hours only.
- ii. These employees shall have their work day start and quit times established to suit the needs of the particular operation. In lieu of lunch and rest breaks, there shall be additional pay of seventy-five (75) minutes per twelve (12) hour shift worked.
- iii. RCMP Guards shall be paid eighty (80) hours every two (2) weeks.

Schedule “A” Detachment Clerks, Information Clerks, IT/LAN Administrator

- iv. Full-time employees (excluding Detachment Clerks assigned to work the shift rotation with the Watches or “Watch Clerks”) shall work thirty-seven and one-half (37½) hours per week from Monday to Friday inclusive, seven and one-half (7½) hours per day, from 8:00 am to 4:30 pm with one (1) hour off for lunch, with exact start and quit times established to suit the needs of the operation by mutual agreement between the Department Head and the RCMP Union Representative. From the first Monday in April to the last working day in September, these employees shall work an additional one-half (½) hour at either the start or end of their regular shift, with this additional one-half (½) hour to be banked at straight time only for those days worked.
- v. Pursuant to Article 19.04, time banked may be taken as cash, time off or a combination thereof at the selection of the employee.

Schedule “A” Detachment Clerks – (Watch Clerks)

- vi. Detachment Clerks assigned to work the shift rotation with the Watches shall be governed by the following:
  - Shift work will consist of two (2) Day shifts and two (2) Night shifts, followed by four (4) days of rest.
  - A Day shift will be twelve (12) hours between the hours of 6:30 am and 6:30 pm consisting of eleven and one-quarter (11 ¼) hours of work, a three-quarters (¾) hour unpaid meal break and two (2) ten (10) minute paid rest breaks, one in each half of the shift.
  - A Night shift will be eleven (11) hours between the hours of 6:00 pm and 5:00 am consisting of ten and one-quarter (10 ¼) hours of work, a three-quarters (¾) hour unpaid meal break and two (2) ten (10) minute paid rest breaks, one in each half of the shift.
  - Anytime an employee is scheduled for the Night shift hours of work specified within this sub-article, they shall receive shift differential pay at fifty cents (50¢) per hour for the second half of their shift. Should the parties collectively bargain an increase to the shift differential pay outlined in Article 20.03(b), this shall be the new shift differential pay rate applied. Shift differential pay is premium pay only and does not constitute a new rate of pay and does not affect the overtime rate which is applicable only on the regular rate of pay.

- The alternate hours of work specified in this sub-section shall not result in an increase to regular hours of work per week or affect paid rest break entitlements as outlined in this sub-section.
- Overtime rates at time and one half will be paid for all hours worked in excess of eleven and one-quarter (11 ¼) hours for a Day shift and ten and one-quarter (10 ¼) hours for a Night shift.
- Annual vacation, sick leave, all other leaves of absence and statutory holiday entitlement shall be earned on the basis of one (1) working day equals seven and one-half (7½) hours. All leaves, unless otherwise agreed upon, shall be taken in blocks of eleven and one-quarter (11 ¼) hours for a Day shift and ten and one-quarter (10 ¼) hours for a Night shift.
- Employees shall be paid for the actual hours worked in each pay period.
- Overtime worked on scheduled days off shall be treated the same as in Article 18.01(b)(i).

(c) Regular Working Week, Hours, and Working Days - Schedule "B" Employees working within Financial Services; Legislative Services; Information Management/Information Technology (excluding GIS staff); Municipal Hall Casual Support Pool

- i. Full-time employees will work thirty-five (35) hours per week from Monday to Friday inclusive [except as may be required to be modified for the positions referenced in Article 18.01(h)] and seven (7) hours per day, with a normal work day as per the chart below:

Date Range	Hours of Work	Lunch	Paid Time	Lieu Time Banked @Straight
January 1 to last working day before first Monday in April	8:30 am – 4:30 pm	One hour	7 hours	0
First Monday in April to the first working day following Canada Day	8:00 am – 4:30 pm	One hour	7 hours	½ hour
Second working day following Canada Day to the last working day before Labour Day	8:00 am – 4:00 pm	½ hour	7 hours	½ hour
First working day after Labour Day until December 31	8:30 am – 4:30 pm	One hour	7 hours	0

- (ii) Pursuant to Article 19.04, time banked may be taken as cash, time off or a combination thereof at the selection of the employee.
- (iii) The start and end times of these employees may be changed through mutual agreement between the Department Head and the employee. Such alternate

hours may be between 7:30 am and 5:00 pm and the arrangement can be discontinued by the Employer at any time.

(d) Regular Working Week, Hours, and Working Days – Schedule “B” Employees working within Fire and Bylaw Services; GIS Services staff within Information Management /Information Technology; Planning and Building; and Engineering (including Environmental Services).

(i) Full-time employees will work thirty-seven and one-half (37 ½) hours per week, Monday to Friday inclusive (except as may be required to be modified for the positions referenced in Article 18.01 (h), seven and one-half (7 ½) hours per day, with one-half (½) hour for lunch and one-quarter (¼) hour to be banked at straight time only for those days worked, as per the chart below:

Date Range	Hours of Work	Lunch	Paid Time	Lieu Time Banked @Straight
January 1 to first working day after Canada Day	8:30 am – 4:30 pm	½ hour	7 ¼ hours	¼ hour
Second working day after Canada Day to last working day before Labour Day	8:00 am – 4:00 pm	½ hour	7 ¼ hours	¼ hour
First working day after Labour Day to December 31	8:30 am – 4:30 pm	½ hour	7 ¼ hours	¼ hour

(ii) Pursuant to Article 19.04, time banked may be taken as cash, time off or a combination thereof at the selection of the employee.

(e) Regular Working Week, Hours, and Working Days – Schedule “C” Employees Working at Cowichan Aquatic Centre

(i) The full-time hours for Coordinating Clerks, Customer Relations Clerks 1 and 2 at the Cowichan Aquatic Centre are seven (7) hours per day, thirty-five (35) hours per week.

(ii) The full-time hours for all other positions at the Cowichan Aquatic Centre are eight (8) hours per day, forty (40) hours per week.

(iii) The regular days of work for positions at the Cowichan Aquatic Centre include shift work and weekends.

(f) Regular Working Week, Hours, and Working Days – Schedule “A”, “B” and “C” Employees Working at Fuller Lake Arena.

(i) Full-time Schedule “A” Fuller Lake Arena employees shall work eight (8) hours per day, forty (40) hours per week and have their weekly shifts arranged to ensure

two (2) consecutive days off each week. These employees shall have their work day start and quit times established to suit the needs of the particular operation.

- (ii) Full-time Schedule “B” Fuller Lake Arena employees shall work seven (7) hours per day, thirty-five (35) hours per week, and have their weekly shifts arranged to ensure two (2) consecutive days off each week. These employees shall have their normal work day start and quit times established to suit the needs of the particular operation. From the first work day in April to the last working day before Labour Day, these employees shall work an additional one-half (½) hour at the start or end of their regular shift, with this additional one-half (½) hour banked at straight time only for those days worked. Pursuant to Article 19.04, time banked may be taken as cash, time off or a combination thereof at the selection of the employee.
- (iii) Full-time Schedule “C” Fuller Lake Arena employees shall work seven (7) hours per day, thirty-five (35) hours per week and have their weekly shifts arranged to ensure two (2) consecutive days off each week. These employees shall have their normal work day start and quit times established to suit the needs of the particular operation.
- (iv) The regular days of work for positions at Fuller Lake Arena include shift work and weekends.
- (v) Maintenance/Icemakers deployed to Operations will be scheduled for ten (10) and eight (8) hour shifts to be determined by the Employer based on the following:
  - There shall be no additional cost to the Employer arising from employees transitioning into or out of this schedule or rotating through this schedule.
  - All Maintenance/Icemakers shall rotate through the shift schedule.
  - All Maintenance/Icemakers will work a combination of ten (10) and eight (8) hour shifts at the Fuller Lake Arena.
  - The schedule will allow the rotation of Maintenance/Icemakers to Operations.
  - Maintenance/Icemakers will work eight (8) hour shifts when deployed to Operations.
  - Annual vacation, sick leave, all other leaves of absence, except statutory holiday entitlement, shall be earned on the basis of one working day equals eight (8) hours.
- Where a statutory holiday falls on a scheduled ten (10) hour shift, the employee will be paid for ten (10) hours. Where a statutory holiday falls on a scheduled eight (8) hour shift, the employee will be paid for eight (8) hours. Should an employee be scheduled to work on a statutory holiday, they will be paid in accordance to Article 19.02.

- All leaves, unless otherwise agreed upon, shall be taken in blocks of ten (10) hours if the shifts missed are ten (10) hour shifts and eight (8) hours if the shifts missed are eight (8) hour shifts.

(g) Alternate Working Hours

Employees may from time to time, by mutual agreement between the appropriate Union representative and the Employer, have their start and quit times set for a limited duration to suit the needs of the particular operation. Such mutual agreement shall not be unreasonably withheld.

(h) Alternate Working Week and Days

- i. An alternate working week and work day (including weekends) for the employees filling the following functions shall be as listed and there shall be no loss of pay for any full-time employee as a result of changing shifts.

- (1) Brushcutter Operator/Roadside Mower Operator - Weekend work between March 15 and September 30 each year and all hours as set by the Department Head.
- (2) Mechanic - Weekend work and hours as set by the Department Head.
- (3) Sweeper Operator - Weekend work and hours as set by the Department Head.
- (4) Detachment Clerks - Watch Clerks - Weekend work and all hours as set by the Department Head.
- (5) Night Sanding Operation:
  - Up to two (2) operators per each day of the weekend between November 15 and March 15 each year and all hours as set by the Department Head.
  - The night weekend sanding position(s) shall have shifts rotated on a six (6) week basis by qualified full-time employee(s).
  - Regular employees hired prior to December 3, 1993 shall not be required to work more than one (1) six (6) week weekend rotation every three (3) years.
- (6) Utility Worker - One (1) employee per each Saturday and Sunday on a rotational basis, subject to operational needs and employee eligibility.
- (7) Forestry Student - Weekend work and all hours as set by the Department Head.
- (8) Students working for the Parks Department - Weekend work between the first weekend in March to the last weekend in October inclusive each year and all hours as set by the Department Head (not more than five (5) students from May to August inclusive). Students working on weekends and statutory

holidays shall generally perform parks maintenance duties including ball field preparation, mowing grass, weeding, operating weed eaters, garbage and litter pickup, washroom cleaning, and set up and take down of event related equipment.

- (9) Foreperson, Waste Water Treatment Plant – Weekend work and hours as set by the Department Head.
  - (10) Waste Water Treatment Plant Operator - Weekend work and hours as set by the Department Head.
  - (11) Electrician - Weekend work and hours as set by the Department Head.
  - (12) Labourer – Weekend work and hours as set by the Department Head
  - (13) Client Support Specialist, Bylaw Compliance Officer, Business Solutions Specialist, Client Services Coordinator, and Client Services Assistant - Hours of work to include shift work and weekends. The workday start and quit times shall be established to suit the needs of the particular operation.
- ii. Should an employee as a result of a work week being changed be required to work more than forty (40) scheduled hours [or thirty-five (35) or thirty-seven and one-half (37½) hours where appropriate] in a row before a scheduled day off, the Employer agrees to pay the appropriate overtime rates for any such hours greater than forty (40) hours [or thirty-five (35) or thirty-seven and one-half (37½) hours where appropriate] worked before the scheduled day off begins. In such cases, the hours subject to overtime shall be converted to straight time hours and the employee shall be paid for any hours needed to bring them up to their usual 70/80 hours for that pay period. Any remaining hours over and above the employee's usual 70/75/80 bi-weekly hours shall be banked at straight time. The Employer further agrees that should a single day off be required in order to facilitate a new work week schedule, the employee so affected shall also have one (1) three (3) day weekend scheduled.

(i) Mutual Work Day(s) Exchange

Subject to approval by the Department Head, an employee may exchange:

- (i) scheduled work with another employee who is not currently working those days; or
- (ii) a scheduled day off for a different day off.

These exchanges shall be by mutual agreement of the Employer and employee(s), and at no additional cost to the Employer. Reasonable notice of these requests is required, and each employee will be paid only for those hours actually worked within a pay period. A prescribed form is to be used for the request and the Employer will not be responsible for tracking or administering such exchanges.

**18.02 Transportation**

The Employer shall supply transportation for all employees at the start of each shift to the job site and at the end of each shift to the shop. It is mutually agreed that employees shall report to the shop prior to the assigned start time and the employees shall be returned to the shop prior to the assigned quitting time.

**18.03 Not Applicable****18.04 Rest Breaks**

All employees shall be entitled to a rest break of ten (10) minutes each forenoon and afternoon taken at a time and place to be arranged by the Department Head or other person authorized by them.

**18.05 All Available Hours**

In each department, Part-time employees shall be scheduled by seniority, thereafter Casual employees shall be scheduled any remaining hours, by seniority, provided that no overtime is incurred.

**ARTICLE 19 OVERTIME****19.01 Overtime Rates**

- (a) Employees shall be paid for all hours in excess of their regular daily or weekly hours in the following manner:
- (i) Time and one-half for the first two (2) hours each day and on the first day of an employee's assigned two (2) days off.
  - (ii) Double time for all hours in excess of Section 1. above after the first twelve (12) hours on the first of the employee's two (2) assigned days off, and on the second of the two (2) assigned days off.
  - (iii) Any overtime hours worked on a day where a shift change has resulted in failure to provide at least sixteen (16) hours rest between shifts which are being changed, shall result in overtime being paid commencing at double time.
- (b) No employee shall be required to work on Saturdays or Sundays except in cases of emergency. The following employees are specifically exempted from the conditions of Section (b) above:
- (i) Those employees specifically designated as park employees,
  - (ii) RCMP Guards,
  - (iii) Fuller Lake Arena employees,
  - (iv) Those employees referred to in 18.01(e).

### 19.02 Statutory Holidays

If an employee is required to work on a statutory holiday, they will be paid double time for the hours actually worked in addition to the normal statutory pay.

### 19.03 Call-back Pay Guarantee

- (a) An employee who is called back to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates.
- (b) In the event the authorized supervisor telephones an employee for information on an emergency, one (1) hour at overtime rates shall be paid, provided the call is properly verified by the supervisor involved.
- (c) For the purpose of call-back, it is agreed that a day starts and ends at midnight and that call-outs shall be recorded on the actual day of the call-out.

### 19.04 Lieu Time/ Banked Straight Time

- (a) Instead of cash payment for overtime, or for straight time banked pursuant to Article 18.01(b)(v) or 18.01(b)(vii), an employee may choose to receive time off at the appropriate rate at a time selected at the discretion of the employee and by mutual agreement. The maximum time off shall be ninety (90) hours per calendar year.
- (b) Notwithstanding (a) above, an employee who works in Schedule A, may utilize a maximum of one hundred and twenty (120) hours of lieu time off per calendar year.
- (c) Employees who have more than one hundred (100) hours accumulated to their credit as at December 31, in any calendar year, shall have the excess paid out. Any hours or portion thereof under the one hundred (100) hour limit, may at December 31, at the discretion of the employee, be paid out in cash or carried forward.
- (d) In the case of an emergency:
  - (i) Which will result in overtime work being performed by any employee of the Employer, and;
  - (ii) For which the Employer receives compensation from the Provincial Emergency Program, the compensation associated with the overtime work performed by the employee will be paid out to the employee in the next pay period. The employees cannot elect to bank the overtime compensation in order to be taken off in lieu at a later date.

### 19.05 Meal Allowance

Normal Working Day: Meal tickets are not provided during regularly scheduled hours. Meal Tickets are provided when an employee works overtime as follows:

### Eight Hour Employees

- (a) Normal Work Shift:  
When an employee works two (2) hours or more before or after a normal work shift, and after the completion of every additional four (4) hours of overtime.
- (b) Scheduled Overtime/Call-back:  
After the completion of every four (4) hours of work of scheduled overtime, or on a call-back, other than after the final four (4) hours.

### Seven Hour and Seven and One-Half Hour Employees

- (a) Normal Work Shift:  
When an employee works two (2) hours or more before or after a normal work shift, and after the completion of every additional three and one-half (3 ½) hours of overtime.
- (b) Scheduled Overtime/Call-back:  
After the completion of every three and one-half (3 ½) hours of work of scheduled overtime, or on a call-back, other than after the final three and one-half (3 ½) hours.

A meal ticket will be equal to three-quarters (¾) hour of pay based on the current Labourer rate of pay, as outlined in this Agreement.

## ARTICLE 20 SHIFT WORK

### 20.01 Notice of Change of Shift

Failure to provide at least sixteen (16) hours rest between shifts which are being changed at the request of the Employer shall result in the calculation of a new rate which shall be one and one-half times (1½X) the appropriate regular rate for the first two (2) hours, and two times (2X) the appropriate regular rate for the remainder of the hours, for any hours worked during such normal rest periods. This rate change shall not be interpreted as time, but only as a rate of pay.

### 20.02 Fire Fighting and Flood Control

Notwithstanding Article 20.01 above, it is agreed that the work shift may be changed in the case of fire fighting and flood control.

### 20.03 Shift Differential

The additional pay for shift differential, or split shift, as outlined below, shall be qualified as premium pay only and is not to be construed as additional rates of pay. To avoid stacking, shift differential shall not be paid on top of overtime rates.

- (a) Except for the Cowichan Aquatic Centre, where the majority of the hours of a shift occur before 5:30 a.m. in any day, or after 5:30 p.m. in any day, the employee working such hours shall receive seventy-five cents (75¢) per hour for each hour worked, except where such hours are as a result of overtime.

- (b) Where an employee works a split shift in which the break exceeds one and one-half (1½) hours, the employee shall receive an additional fifty cents (50¢) for each hour worked in the second portion of the shift.
- (c) All Cowichan Aquatic Centre employees shall receive a shift differential for hours worked prior to 5:30 a.m. and after 5:30 p.m. The employee working such hours shall receive seventy-five cents (75¢) per hour for each hour worked, except where such hours are a result of overtime.
- (d) Employees required to work the graveyard shift from November 15 to March 15 as per Article 18.01(h)(i)(5) shall be paid a two-dollar (\$2.00) premium per hour for each hour worked during the graveyard shift. This premium shall replace any premium that would otherwise be payable under paragraph (a) above for graveyard shift hours worked between these dates.

#### 20.04 Shift Work – Cowichan Aquatic Centre

- (a) Employees will be given a minimum of 24 hours' notice of shifts that are being cancelled or changed. Failure to provide 24 hours' notice will result in two (2) hours' pay for the affected employee.
- (b) All Part-time employees will work a minimum of three (3) hours per shift, except when scheduled for staff meetings and in-service.
- (c) All Casual employees will work a minimum of two (2) hours per shift.

### ARTICLE 21 HOLIDAYS

#### 21.01 List of Holidays

All employees who have been on payroll for at least fifteen (15) days in the previous thirty (30) days shall receive a day's pay for the following statutory holidays:

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

and all holidays proclaimed by municipal, provincial, and federal governments.

Employees shall be paid at the rate of pay for the work performed previous to the statutory holiday.

21.02 Compensation for Paid Holidays Falling on Scheduled Day Off

When a full-time or part-time employee's regular day off falls on a general holiday or on the day designated for a general holiday where applicable, the employee shall be entitled to a day off with pay in lieu of the holiday.

**ARTICLE 22** VACATIONS22.01 Length of Vacation

For purposes of this Article, the vacation entitlement year shall be July 1 to June 30 and taken on a calendar year basis (January to December). Vacation entitlement, including any additional days, as per the following table, will be posted in January of each year.

Except as otherwise specified in Articles 1.04, 1.05, 1.06, and 1.07 employees shall be granted annual vacation with pay as follows:

Date of hire between January 1 – June 30		Pro-rated vacation, one-twelfth times fifteen (1/12 x 15) days per completed month of service. Entitled to use it from date of hire.
Date of hire between July 1 – December 31		Pro-rated vacation, one-twelfth times fifteen (1/12 x 15) days per completed month of service. Entitled to use it from January 1 of the year following date of hire.
Year Two	(2)	Fifteen days (15)
Year Three	(3)	Sixteen days (16)
Year Four	(4)	Seventeen days (17)
Year Five	(5)	Eighteen days (18)
Year Six	(6)	Nineteen days (19)
Year Seven	(7)	Twenty days (20)
to Year Nine	(9)	Twenty days (20)
Year Ten	(10)	Twenty-one days (21)
Year Eleven	(11)	Twenty-two days (22)
Year Twelve	(12)	Twenty-three days (23)
Year Thirteen	(13)	Twenty-four days (24)
Year Fourteen	(14) to Year Twenty (20)	Twenty-five days (25)
Year Twenty-one	(21)	Twenty-six days (26)
Year Twenty-two	(22)	Twenty-seven days (27)
Year Twenty-three	(23)	Twenty-eight days (28)
Year Twenty-four	(24)	Twenty-nine days (29)
Year Twenty-five	(25)	Thirty days (30)
and each subsequent year of service		

## 22.02 Vacation Period

All current vacation shall be taken prior to April 30 of the next succeeding year and such vacations shall be at the direction of the Department Head. Preference dates for vacation periods shall be submitted by the employee during the month of March in each year.

When extended periods of abnormal operations exist, employees shall have the option to carry over unused vacation allotment until December 31st of the next succeeding year, subject to approval by the Chief Administrative Officer.

## 22.03 Compensation for Holidays Falling Within Vacation Schedules

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time designated by the employee.

## 22.04 Preference in Vacations

- (a) When dates conflict and where two (2) or more employees cannot be allowed to take their vacation at the same time, then seniority shall prevail.
- (b) Once dates for vacations have been posted, on or before April 30, these dates shall not be changed except by mutual agreement of the Employer or their designate, and the employee.

## 22.05 Paid Leave

After fifteen (15) years of service as a full-time employee or equivalent (FTE) as defined in Article 1.03, an employee shall be entitled to a twenty-two (22) day paid leave of absence once in their employment and not within one year of retirement.

## 22.06 Pay in Lieu of Vacation – Students

Students shall be granted vacation pay in the amount of six (6%) percent of gross pay, payable bi-weekly in lieu of vacation time.

## 22.07 Vacation Accrual for Part-time, Temporary, Term, and Casual Employees

In the event that a part-time, temporary, term, or casual employee posts into a full-time position, their vacation entitlement will be based on their full-time equivalent years of service with the Employer.

# ARTICLE 23 SICK LEAVE PROVISIONS

## 23.01 Sick Leave Entitlement

Commencing from the date of hire, sick leave except as otherwise specified in Articles 1.04, 1.05, 1.06, 1.07 and 1.08 shall be accrued on the basis of one (1) working day per month. Employees may begin utilizing accrued sick leave upon successful completion of their probationary period, and any unused portion shall continue to accrue, to a maximum of one hundred eighty (180) working days, for the employee's total benefit.

### 23.02 Proof of Illness

The Employer may request an employee to produce a medical certificate for any day or days that the employee is absent due to illness.

### 23.03 Sick Leave Records

The amount of sick leave accrued by an employee shall be reported on the employee's bi-weekly pay advice.

### 23.04 Not Applicable

### 23.05 End of Employment

After a period of five (5) years of service, an employee who leaves the employ of the Municipality shall be paid in total for their unused sick leave pay.

### 23.06 Family Medical Care

For the purposes of this clause, "family" is defined as:

- (a) Spouse or common law partner; Child, step-child, foster child, or children of common law partner; Parents, step-parents, foster parents, siblings, step-siblings, aunts, uncles, or relatives permanently living with the employee.
- (b) An employee, upon approval by their Department Head, may be entitled to use a maximum of five (5) accumulated sick leave days per instance to attend to family medical care. Such approval shall not be unreasonably withheld. The employee shall make every reasonable effort to minimize the leave required.

### 23.07 Notification of Sick Leave

Employees shall notify the Employer one-half (½) hour before commencement of shift if they are not able to report to work, and must continue to do so on a daily basis unless a doctor's certificate determines the period to be off for illness.

### 23.08 Quarantine

If an order of the Medical Health Officer requires an employee to remain at home on account of quarantine, the employee will be expected to perform work remotely during that period (to the extent that is possible) and will be paid for the time lost at the employee's regular rate of pay. Provided the employee is not actually sick themselves, such absence shall not be charged to the employee's sick leave credit.

**ARTICLE 24    LEAVE OF ABSENCE**24.01    Compassionate Leave

Upon request, an employee may be granted compassionate leave with pay up to a period of three (3) days, or in special cases, more at the discretion of the Employer.

24.02    Bereavement Leave

- (a)    The Employer shall grant to regular employees bereavement leave with pay up to a period of three (3) regularly scheduled work days in the case of the death of spouse, parents, grandparents, grandchildren, brothers, sisters, children, parents-in-law, brothers-in-law, and sisters-in-law.
- (b)    The Employer shall grant to a probationary employee bereavement leave with pay up to a period of one (1) regularly scheduled work day in the case of the death of spouse, parents, grandparents, grandchildren, brothers, sisters, children, parents-in-law, brothers-in-law, and sisters-in-law.

24.03    Leave For Union Business

- (a)    Where permission has been granted to representatives of the Union to leave their employment temporarily in order to meet with the Employer, with respect to a grievance, they shall suffer no loss of pay for the time so spent. Except as otherwise agreed, requests for such leave shall be in writing to the Director, Human Resources and Health & Safety, or designate at least five (5) working days in advance of the commencement of such leave.
- (b)    Subject to operational requirements, and upon request to the Employer, up to two (2) representatives of the Union may be allowed leave of absence to perform Union business;
- (c)    The Employer shall bill the Union for wage and benefit costs for the absent employee. Requests for such leave shall be in writing to the Director, Human Resources and Health & Safety, or designate at least five (5) working days in advance, and such time off shall be taken in minimum four (4) hour increments.

24.04    Sick Leave Credits

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or layoff.

24.05    Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

#### 24.06 Union Conventions or Seminars

It is agreed that employees will continue to receive their wages and that the Union will be invoiced in advance and pay in advance for the wages paid to the employee by the Employer for the time attending conventions and seminars. Requests for such leave shall be in writing to the Director, Human Resources and Health & Safety, or designate at least five (5) working days in advance of the commencement of such leave.

#### 24.07 Maternity and Parental Leave

Employees shall be entitled to maternity leave (in the case of birth mothers) and parental leave (in the case of birth and adoptive mothers/fathers) as specified under the British Columbia "*Employment Standards Act*" as amended from time to time.

##### (a) Request for Leave

Employees requesting maternity/parental leave must provide notice of the request to the Employer in writing. In cases where employees require extended leave for reasons related to the pregnancy or birth, the Employer may request a medical practitioner's or nurse practitioner's certificate indicating that such extension is required. Employees requesting parental leave following an adoption shall provide proof of adoption to the Employer, if requested.

##### (b) Seniority Status

While on maternity and parental leave, an employee shall retain their full employment status and rights.

##### (c) Employee Benefits

During the period of maternity and parental leave, the Employer will continue to provide benefits as specified under the *Employment Standards Act*.

##### (d) Return to Work Procedure

When an employee decides to return to work after maternity and parental leave, they shall provide the Employer with at least two (2) weeks' notice. On return from maternity and parental leave, the employee shall be placed at least in their former position. If the former position no longer exists, they shall be placed in a position in their department of equal rank and value at the same rate of pay.

##### (e) Protection During Maternity and Parental Leave

Maternity and parental leave shall be considered as a right. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee may request to transfer to another position provided they are capable of performing the work and are otherwise entitled by virtue or seniority.

(f) Casual Seniority Reinstatement

In the case of Casual employees who are on maternity and parental leave, they shall be credited with an equal amount of hours of service as earned by that employee in the year prior to their leave, pro-rated to reflect the actual time taken on the leave for the purpose of seniority.

24.08 General Leave

An employee may be entitled to a leave of absence without pay and without loss of seniority when their requests such leave for good and reasonable cause. Such requests and approvals shall be in writing and subject to the approval of the Director, Human Resources and Health & Safety, or designate.

24.09 Inclement Weather

When inclement weather prevents employee(s) from attending work, they shall have the option of using vacation or banked time or taking no pay for that day.

**ARTICLE 25     PAYMENT OF WAGES AND ALLOWANCES**

25.01 Salaries and Wages

The salaries and wages to be paid by the Employer to the employees shall be those set forth in Schedule "A", Schedule "B" and Schedule "C" attached hereto and forming part of this Agreement.

25.02 Pay Days

Pay days shall be on alternate Fridays.

25.03 Not Applicable

25.04 "Dirty Work" Bonus

- (a) Employees hired prior to December 31, 2000 (other than those regularly employed as full-time or part-time operators) who are required to work as refuse packer operators shall receive an additional premium of ten per cent (10%) while so engaged. All employees hired after January 1, 2001 who are required to work as refuse packer operators shall be paid refuse packer operator rate.
- (b) Employees in contact with live sewage (meaning sewer mains, sewer services, sewer pump stations or waste water treatment plants) shall receive an additional premium of ten percent (10%) per hour while so engaged.
- (c) Foreperson, Waste Water Treatment Plant and Waste Water Treatment Plant Operators are excluded from the dirty work bonus for contact with live sewage.
- (d) As defined by the District's "Asbestos Exposure Control Plan", an employee when working within an "Asbestos Work Zone" on "Moderate or High Risk Activities" shall receive a ten percent (10%) premium while so engaged.

- (e) All other employees are excluded from the Dirty Work Bonus.

#### 25.05 Leadhand

- (a) Where a leadhand is designated by the Employer to supervise the work and work crews on assigned work projects related to water, sewer, drainage, roads, parks, repair, maintenance and construction, the leadhand shall be paid:
  - (i) Ten percent (10%) above their own rate when supervising a work crew consisting of themselves and two (2) or more, or
  - (ii) Fifteen percent (15%) above their own rate when supervising a work crew consisting of themselves and six (6) or more.
- (b) This does not include an equipment operator who may be directing the loading and/or unloading of trucks.
- (c) Leadhand provisions do not apply to Schedule "B" employees, Foreperson or employees who fill a "Chief" or "Head" position.

#### 25.06 Snow and Ice Conditions

An additional premium of ten percent (10%) per hour on regular hourly rate shall be paid to operators of sand trucks or brine trucks when sanding, salting, or applying brine for all hours when operating such equipment irrespective of intermittent application of sand, salt or brine. Operators of trucks, graders or loaders will receive this premium when plowing snow but not when loading salt, sand, or snow.

Mechanics shall also be paid this premium for any hours spent repairing/maintaining those vehicles in the field.

#### 25.07 Not Applicable

#### 25.08 Severance Pay

Upon reaching retirement as prescribed by the Pension (Municipal) Act, an employee shall be granted thirty (30) days leave with pay.

25.09 Certificate Bonus

The Employer agrees to recognize the following BCEOCP certificates, and shall pay for each valid certificate held, as follows:

CERTIFICATES		2021 Jan-01	2022 Jul-01	2023 Jan-01	2024 Jan-01
Utility Worker					
Water Treatment Level 1	Per Hour	\$1.14	\$1.16	\$1.18	\$1.20
Water Distribution Level 1	Per hour	\$1.14	\$1.16	\$1.18	\$1.20
Water Distribution Level 2	Per hour	\$1.25	\$1.28	\$1.31	\$1.34
Water Distribution Level 3	Per hour	\$1.40	\$1.43	\$1.46	\$1.49
Waste Water Collection Level 1	Per hour	\$1.14	\$1.16	\$1.18	\$1.20
Waste Water Collection Level 2	Per hour	\$1.25	\$1.28	\$1.31	\$1.34
Waste Water Collection Level 3	Per hour	\$1.40	\$1.43	\$1.46	\$1.49
Waste Water Treatment	Per hour per Certificate	\$0.19	\$0.19	\$0.19	\$0.19
Electrician working in the Utilities Department					
Water Treatment Level 1	Per Hour	\$0.77	\$0.79	\$0.81	\$0.83
Water Distribution or Waste Water Collection	Per hour per Certificate	\$0.77	\$0.79	\$0.81	\$0.83
Waste Water Treatment	Per hour per Certificate	\$0.19	\$0.19	\$0.19	\$0.19
Electrician / SCADA Technician					
Water Distribution Level 2 or Waste Water Collection Level 2	Per hour per Certificate	\$0.77	\$0.79	\$0.81	\$0.83
Water Distribution Level 3 or Waste Water Collection Level 3	Per hour per Certificate	\$0.77	\$0.79	\$0.81	\$0.83
Waste Water Treatment Plant Operator					
Waste Water Treatment	Per hour per Certificate	\$1.40	\$1.43	\$1.46	\$1.49
Chlorine Handlers (Electrician and Utility Workers)*	Per hour	\$0.48	\$0.49	\$0.50	\$0.51

*\*Not applicable to new hires effective November 1, 2021*

Please note: References to Waste Water Treatment levels have been removed - All Levels (1-4) are now compensated per hour, per certificate.

No worker who is not clean shaven where the respirator seals with the face shall be eligible for the Chlorine Handlers Certificate.

Annual across-the-board percentage increases will be applied each year and are reflected in the above certificate bonus chart by applicable year.

25.10 Not Applicable

25.11 Loader Rate

In addition to actual travel time on the loader, an employee who is required to load a truck shall be paid one half (½) hour at the Loader rate of pay in lieu of their regular rate of pay. When the number of loads exceeds one (1) per day, the employee shall be paid fifteen (15) minutes at the Loader rate for each load thereafter.

This clause does not apply to the position of Truck Driver/Loader Operator (Class 1 – Air).

25.12 Temporary Transfer – Higher Paying Job

Where an employee is assigned by the Department Head to relieve in a higher paid position, that employee shall receive the higher rate for the actual time spent; but where a Schedule B employee does not meet the job posting requirements of the position, including supervisory duties where applicable, that employee shall receive 50% of the difference between the rates in addition to their regular rate, for actual time spent.

25.13 Standby for Utilities and Waste Water Treatment Plant Employees

Standby time shall be defined as a scheduled period of time outside of an employee's normal work day and shift when that employee is required to carry a cell phone or pager and remain available for duty on an on-call basis.

Employees required to carry a cell phone or pager shall be paid:

- (a) one (1) hour pay at the employee's regular hourly rate for each eight (8) hours or portion thereof while on standby;
- (b) an additional one (1) hour pay at the employee's calculated rate for each eight (8) hours or portion thereof while on standby on a Statutory Holiday.

25.14 Medical Certificate Fees

The Employer shall reimburse the employee for the medical certificate fee paid by the employee, when the medical certificate is necessary for the employee to maintain, as a condition of employment, a Class 1 or Class 3 Driver's License, or a Level 2 First Aid certificate.

**ARTICLE 26**     **RECLASSIFICATION**

- (a) The Employer shall prepare an updated job posting whenever the duties of a position change on a permanent basis.

- (b) The Employer shall make every reasonable effort to process requests for reclassification within ninety (90) days of receipt and, if applicable, will advise the Union if unanticipated delays occur.

## **ARTICLE 27     PAY RATES FOR NEW POSITIONS**

### **27.01   New Positions**

The rates of pay for any new positions created by the Employer shall be jointly negotiated by both parties prior to the position being filled.

## **ARTICLE 28     EMPLOYEE BENEFITS**

All employees except as otherwise specified in Articles 1.05, 1.06, 1.07 and 1.08 shall receive the Benefits in Article 28 below following three (3) months service, with the exception of the Extended Health Plan and Emergency Dental coverage, which shall be effective the first month following or coincident with the date of employment.

### **28.01   Extended Health Plan**

All employees shall be entitled to participate in the Extended Health Plan that includes vision care and hearing aid options. Premiums of such plans shall be paid one hundred percent (100%) by the Employer.

Eyewear increase to \$400.

### **28.02   Public Sector Pension Plans Act**

All employees eligible under the *Act* shall be covered under the Municipal Pension Plan.

### **28.03   Dental Plan**

All employees shall be entitled to participate in a dental plan which shall consist of:

Plan "A" (Basic Services)	One hundred percent (100%) plan coverage
Plan "B" (Major Restorative)	Seventy percent (70%) plan coverage
Plan "C" (Orthodontics)	Fifty percent (50%) plan coverage to a maximum of four thousand dollars (\$4,000) per eligible individual per lifetime

Premiums for this plan shall be paid one hundred percent (100%) by the Employer.

**28.04 Group Life Insurance**

Eligible employees shall be covered under a group life insurance plan on the basis of twice the employee's annual base earnings. This amount shall be available in units of one thousand dollars (\$1,000.00).

The Employer will pay one hundred percent (100%) of the premiums and participation in the plan shall be a condition of employment.

**28.05 Workers' Compensation**

An employee injured at work, or who files a WorkSafe BC claim, shall be paid full regular wages from the employee's sick leave accrual for the duration of the employee's absence due to that injury until the claim is accepted. The Employer will continue to pay all the employee's benefit premiums. The Employer will continue to make pension contributions only while the employee is being paid through the Employer's payroll. If no sick leave is available, the employee may choose to use accrued vacation, or lieu time. An employee may request a Record of Employment to claim Employment Insurance Sick Benefits.

Where a claim is both approved and wage loss benefits are subsequently received from WorkSafe BC by the employee (including wage loss benefits from any appeal(s) of WorkSafe BC decision(s)), and where the employee has used any of the sick leave, vacation, or lieu days, the employee shall remit, or cause to be remitted to the Employer, the wage loss benefits paid to them by WorkSafe BC for that claim. The Employer will use this reimbursement to restore the employee's sick leave, vacation, or lieu days where such have been used. Only wage loss benefits from WorkSafe BC will be remitted to the Employer. All WorkSafe BC wage loss benefits in excess of monies taken from sick leave, vacation, or lieu days for the purposes of the WorkSafe BC claim shall be reimbursed to the employee.

**28.06 Long Term Disability**

- (a) The Employer agrees to administer a long term disability plan for eligible employees. The Employer agrees to pay one hundred percent (100%) of the premiums. Such plan must be approved by the Commissioner under the *Public Sector Pension Plans Act*.
- (b) The benefits of Article 28.01 – Extended Health Plan and Article 28.03 - Dental Plan shall continue to apply to an eligible employee during the elimination period and while on long term disability.

**ARTICLE 29 SAFETY AND HEALTH****29.01 Union-Employer Health and Safety Committee**

- (a) A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two (2) Union and two (2) Employers members. The Health and Safety Committee shall hold meetings at least once per month.
- (b) In accordance with the *Workers' Compensation Act*, no employee shall be disciplined for refusal to work on a job, or to operate any equipment, which is unsafe.

**ARTICLE 30    TECHNOLOGICAL AND OTHER CHANGES****30.01    No Dismissals**

No regular employee shall be dismissed by the Employer because of mechanization or technological changes. An employee who is displaced from their job by virtue of technological change or improvements will suffer no reduction in normal earnings and will be given the opportunity to fill other vacancies according to seniority.

**30.02    Training Program**

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present methods of operation, such employees shall, at the expense of the Employer, be given a minimum 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 the new position.

**30.03    Arbitration**

Where the parties to this Agreement are unable to arrive at a mutually acceptable solution, the matter shall be dealt with under the terms of Article 13 of this Agreement.

**ARTICLE 31    JOB SECURITY****31.01    Work of Regular Employees**

- (a) All municipally owned trucks, power machines, power saws, and pumps (excluding "one-man" pumps) shall be manned by regular employees unless otherwise mutually agreed between the Operations Manager and the Union.
- (b) Lead hands shall be drawn from the regular employees.
- (c) Foreperson shall be drawn from the regular employees where the regular employee applying for the position possesses the necessary skills, qualifications, and abilities to fulfill the requirements of the position.

**31.02    No Loss of Service Due to Contracting Out**

The Union recognizes that the Employer engages sufficient staff and purchases sufficient equipment to maintain a year-round operation and that at times certain projects will require staff and equipment beyond this requirement. In the event this necessity should occur, this will not be a violation of the mutual covenants of this Agreement provided no employee shall suffer a layoff.

**ARTICLE 32    NOT APPLICABLE**

**ARTICLE 33     CLOTHING ALLOWANCE**33.01   Not Applicable33.02   Foot Wear and Rain Gear

Where an employee works outside and requires rain gear, and/or is required to wear safety footwear which must comply with WorkSafe BC regulations, the Employer shall provide each year to regular, Full-time, and Part-time employees, or Casual employees after the completion of 1000 hours of work each year, fifty percent (50%) of the cost of purchase of rain gear, and/or purchase or repair of safety shoes. The Employer's share for either or both items shall be a maximum of four hundred dollars (\$400) per annum, per such employee, payable only upon submission of a receipt or receipts by such employee.

33.03   Clothing allowance- Cowichan Aquatic Centre

- (a)     Shirts will be provided to on-deck staff.
- (b)     Full-time and Part-time on-deck staff will be provided up to two bathing suits per year.
- (c)     Casual on-deck staff will be provided up to one bathing suit per year.
- (d)     Full-time and Part-time on-deck staff will be reimbursed the cost of one pair of anti-slip and/or protection footwear per year to a maximum of one hundred fifty (\$150) dollars.
- (e)     Full-time and Part-time on-deck employees will be compensated for the cost of purchasing shorts when they are a requirement of the job.
  - (i)     Full-time and Part-time, on-deck employees shall be paid an honorarium of fifty dollars (\$50) to be paid on the last pay period of November towards the purchase of these shorts.
  - (ii)    The shorts must be in accordance with standards for style, colour, length and body fit as set out by the Municipality. Employees who purchase shorts that do not conform to the Municipality's standards will be required to purchase the appropriate shorts at their own expense.

**ARTICLE 34     GENERAL CONDITIONS**34.01   Fuller Lake Maintenance Staff

- (a)     Maintenance staff shall not be required to police the arena.
- (b)     Maintenance staff shall not be responsible for collection of monies.

**34.02 Utility Worker Complement**

There shall be a minimum of one (1) Utility Worker Base Rate employee before filling a vacancy requiring B.C. Environmental Operators Water Distribution or Waste Water Collection certification at any level except:

- (a) When a vacancy occurs which has been mandated by the Province to be filled by a specific level of certification.
- (b) When the number of Utility Workers is being increased.
- (c) When the departing incumbent or any other Utility Worker who, at the time of the vacancy, has been working in the Utilities Complement for more than three (3) years and, if eligible to write, has not attained both Level 1 Waste Water Collection and Level 1 Water Distribution certification. If not eligible to write both certificates within the three (3) years, the employee must have attained Level 1 certification in either Water Distribution or Waste Water Collection. This requirement shall not affect any Utility Worker who has been redeployed (but not posted) elsewhere within the complement for any portion of time during the above period, where this redeployment would affect their certification eligibility.
- (d) In lieu of a BCEOCP certified Water Distribution or Wastewater Collection candidate in an external posting, the Employer may select a non-certified candidate who holds a Water Quality Technology Diploma.

**ARTICLE 35 PRESENT CONDITIONS AND BENEFITS****35.01 Present Conditions to Continue**

- (a) It is mutually agreed that all concessions and privileges enjoyed by the employees, prior to the signing of this Agreement, insofar as they are not inconsistent with this Agreement, shall remain in effect.
- (b) No employee shall suffer any reduction in wages through the signing of this Agreement.

**ARTICLE 36 NOT APPLICABLE****ARTICLE 37 GENERAL****37.01 Plural or Feminine Terms May Apply**

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

**ARTICLE 38 TERM OF AGREEMENT****38.01 Duration**

This Agreement shall be binding and remain in full force and effect from the 1<sup>st</sup> day of January 2021 to the 31<sup>st</sup> 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.

The following rate increases shall apply:

Year	January 1st
2021	2%
2022	2%
2023	2%
2024	2%

The wage rate increases will be effective January 1, 2021. All other monetary changes will be effective the date of the signing of this Agreement.

38.02 Negotiations

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.

38.03 Retroactive Provisions


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

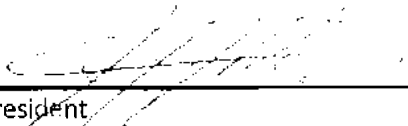
IN WITNESS WHEREOF the Parties hereunto set their hands and seals the day and year first above written.

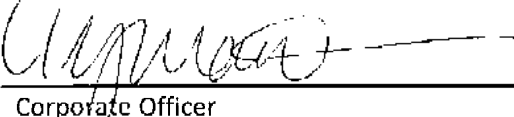
THE CORPORATE SEAL OF  
THE CORPORATION of  
THE DISTRICT OF NORTH COWICHAN


SIGNED on behalf of the  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 358  
(The Duncan & North Cowichan Civics)

Was hereunto affixed in the presence of

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Corporate Officer

  
\_\_\_\_\_  
Committee Member

**SCHEDULE "A" HOURLY RATES**

LOCATION / POSITION TITLE	2021 1-Jan 2%	2022 1-Jan 2%	2023 1-Jan 2%	2024 1-Jan 2%
<b>SCHEDULE "A"</b>				
<b>FULLER LAKE ARENA</b>				
Chief Maintenance Ice Maker	\$36.62	\$37.35	\$38.10	\$38.86
Maintenance / Ice Maker with Refrigeration Operator's Certificate (BC Safety Authority)	\$32.82	\$33.48	\$34.15	\$34.83
Maintenance Worker – Fuller Lake Arena	\$28.63	\$29.20	\$29.78	\$30.38
Skate Shop Attendant	\$26.39	\$26.92	\$27.46	\$28.01
Skate Shop Helper / Maintenance and Patrol	\$22.97	\$23.43	\$23.90	\$24.38
<b>OPERATIONS</b>				
Administrative Assistant 2 – Operations	\$33.19	\$33.85	\$34.53	\$35.22
Administrative Assistant 2 – Parks and Recreation	\$33.19	\$33.85	\$34.53	\$35.22
Carpenter	\$37.22	\$37.96	\$38.72	\$39.49
Electrician	\$39.28	\$40.07	\$40.87	\$41.69
Electrician / SCADA Technician	\$41.29	\$42.12	\$42.96	\$43.82
Equipment Operator 1a * Loader / Cat Operator	\$33.68	\$34.35	\$35.04	\$35.74
Equipment Operator 1b ** Grader / Backhoe Operator (must be able to operate both pieces of equipment)	\$34.52	\$35.21	\$35.91	\$36.63
Equipment Operator 2 (Sweeper Operator/Brushcutter/Roadside Mower Operator)	\$32.58	\$33.23	\$33.89	\$34.57
Foreperson – Electrical	\$46.64	\$47.57	\$48.52	\$49.49
Foreperson – Electrical (Grandfathered)	\$48.96	\$49.94	\$50.94	\$51.96
Foreperson – Mechanical Services	\$42.17	\$43.01	\$43.87	\$44.75
Foreperson – Parks and Community Services	\$39.76	\$40.56	\$41.37	\$42.20
Foreperson – Parks and Community Services (with Wildlife/Danger Tree Assessor Certificate)	\$41.53	\$42.36	\$43.21	\$44.07
Foreperson – Roads and Drainage	\$39.76	\$40.56	\$41.37	\$42.20
Foreperson – Roads and Drainage (with Mines Supervisor Certificate)	\$41.53	\$42.36	\$43.21	\$44.07
Foreperson – Utilities	\$46.64	\$47.57	\$48.52	\$49.49
Foreperson – Utilities (Grandfathered)	\$51.79	\$52.83	\$53.89	\$54.97
Foreperson – Waste Water Treatment Plant	\$46.64	\$47.57	\$48.52	\$49.49
<b>Forestry Technologist</b> (*Years of experience – Technologist experience, combined North Cowichan and other)				
Level 1 (0 to 2+ years) *	\$37.14	\$37.88	\$38.64	\$39.41
Level 2 (3 to 5+ years) *	\$38.47	\$39.24	\$40.02	\$40.82
Level 3 (6 to 8+ years) *	\$39.83	\$40.63	\$41.44	\$42.27
Level 4 (9 years and over) *	\$41.19	\$42.01	\$42.85	\$43.71
Instrumentation and Control Technician	\$42.69	\$43.54	\$44.41	\$45.30

LOCATION / POSITION TITLE	2021 1-Jan 2%	2022 1-Jan 2%	2023 1-Jan 2%	2024 1-Jan 2%
<b>SCHEDULE "A"</b>				
Labourer	\$30.29	\$30.90	\$31.52	\$32.15
Mechanic	\$38.07	\$38.83	\$39.61	\$40.40
Operations Inventory Clerk	\$33.72	\$34.39	\$35.08	\$35.78
Parks Employee	\$32.33	\$32.98	\$33.64	\$34.31
Parks Employee 2	\$32.94	\$33.60	\$34.27	\$34.96
Pipelayer	\$32.94	\$33.60	\$34.27	\$34.96
Refuse Packer Operator	\$32.94	\$33.60	\$34.27	\$34.96
Roads Worker – Head of Construction	\$36.59	\$37.32	\$38.07	\$38.83
Roads Worker – Signs and Markings	\$32.48	\$33.13	\$33.79	\$34.47
SCADA Technician	\$40.27	\$41.08	\$41.90	\$42.74
Student	\$22.44	\$22.89	\$23.35	\$23.82
Truck Driver (Class 3 - Air)	\$32.24	\$32.88	\$33.54	\$34.21
Truck Driver (Class 5 - Air)	\$32.04	\$32.68	\$33.33	\$34.00
Truck Driver / Loader Operator (Class 1 - Air)	\$32.94	\$33.60	\$34.27	\$34.96
Utility Worker – Base Rate	\$32.24	\$32.88	\$33.54	\$34.21
Waste Water Treatment Plant Operator	\$34.71	\$35.40	\$36.11	\$36.83
<b>RCMP DETACHMENT</b>				
Detachment Clerk 1	\$30.29	\$30.90	\$31.52	\$32.15
Detachment Clerk 2	\$32.34	\$32.99	\$33.65	\$34.32
RCMP Guard	\$32.12	\$32.76	\$33.42	\$34.09
Information Clerk	\$32.34	\$32.99	\$33.65	\$34.32
IT / LAN Administrator	\$43.14	\$44.00	\$44.88	\$45.78

**SCHEDULE "B" HOURLY RATES**

LOCATION / POSITION TITLE	2021 1-Jan 2%	2022 1-Jan 2%	2023 1-Jan 2%	2024 1-Jan 2%
<b>SCHEDULE "B"</b>				
<b>FULLER LAKE ARENA</b>				
Program Leader – Fuller Lake Arena	\$17.75	\$18.11	\$18.47	\$18.84
Recreation Programmer – Fuller Lake Arena	\$34.17	\$34.85	\$35.55	\$36.26
Youth Outreach Programmer	\$34.17	\$34.85	\$35.55	\$36.26
<b>MUNICIPAL HALL</b>				
Accounting Clerk 1 – Administration/Switchboard	\$30.29	\$30.90	\$31.52	\$32.15
Accounting Clerk 1 – Receptionist/Cashier	\$30.29	\$30.90	\$31.52	\$32.15
Accounting Clerk 2 – Accounts Payable	\$32.34	\$32.99	\$33.65	\$34.32
Accounting Clerk 3	\$33.58	\$34.25	\$34.94	\$35.64
Accounts Payable Coordinator	\$35.37	\$36.08	\$36.80	\$37.54
Administrative Assistant 1 (Casual) (supports Municipal Hall and Operations)	\$30.29	\$30.90	\$31.52	\$32.15
Administrative Assistant 2 – Engineering	\$33.19	\$33.85	\$34.53	\$35.22
Administrative Assistant 2 – Building	\$33.19	\$33.85	\$34.53	\$35.22
Administrative Assistant 2 – Planning	\$33.19	\$33.85	\$34.53	\$35.22
Building and Plumbing Inspector Level 1	\$40.81	\$41.63	\$42.46	\$43.31
Building and Plumbing Inspector Level 2	\$43.39	\$44.26	\$45.15	\$46.05
Building and Plumbing Inspector Level 3 (all BOABC Certificates)	\$45.40	\$46.31	\$47.24	\$48.18
Building Plan Checker	\$40.81	\$41.63	\$42.46	\$43.31
Business Solutions Specialist	\$45.41	\$46.32	\$47.25	\$48.20
Bylaw Compliance Officer	\$40.81	\$41.63	\$42.46	\$43.31
Client Services Assistant	\$33.58	\$34.25	\$34.94	\$35.64
Client Services Coordinator	\$37.14	\$37.88	\$38.64	\$39.41
Client Support Specialist	\$35.24	\$35.94	\$36.66	\$37.39
Engineering Assistant/Development Coordinator	\$46.47	\$47.40	\$48.35	\$49.32
Engineering Technologist/Construction Coordinator	\$46.47	\$47.40	\$48.35	\$49.32
Engineering Technologist – Construction Surveyor (*Years of experience – Technologist experience, combined North Cowichan and other)				
Level 1 (0 to 2+ years) *	\$37.14	\$37.88	\$38.64	\$39.41
Level 2 (3 to 5+ years) *	\$38.47	\$39.24	\$40.02	\$40.82
Level 3 (6 to 8+ years) *	\$39.83	\$40.63	\$41.44	\$42.27
Level 4 (9 years and over) *	\$41.19	\$42.01	\$42.85	\$43.71
Engineering Technologist – Database CAD Operator (*Years of experience – Technologist experience, combined North Cowichan and other)				
Level 1 (0 to 2+ years) *	\$37.14	\$37.88	\$38.64	\$39.41

LOCATION / POSITION TITLE	2021 1-Jan 2%	2022 1-Jan 2%	2023 1-Jan 2%	2024 1-Jan 2%
<b>SCHEDULE "B"</b>				
Level 3 (6 to 8+ years) *	\$39.83	\$40.63	\$41.44	\$42.27
Level 4 (9 years and over) *	\$41.19	\$42.01	\$42.85	\$43.71
<b>Engineering Technologist – Development Inspector</b> (*Years of experience – Technologist experience, combined North Cowichan and other)				
Level 1 (0 to 2+ years) *	\$37.14	\$37.88	\$38.64	\$39.41
Level 2 (3 to 5+ years) *	\$38.47	\$39.24	\$40.02	\$40.82
Level 3 (6 to 8+ years) *	\$39.83	\$40.63	\$41.44	\$42.27
Level 4 (9 years and over) *	\$41.19	\$42.01	\$42.85	\$43.71
<b>Engineering Technologist – Environmental Programs</b> (*Years of experience – Technologist experience, combined North Cowichan and other)				
Level 1 (0 to 2+ years) *	\$37.14	\$37.88	\$38.64	\$39.41
Level 2 (3 to 5+ years) *	\$38.47	\$39.24	\$40.02	\$40.82
Level 3 (6 to 8+ years) *	\$39.83	\$40.63	\$41.44	\$42.27
Level 4 (9 years and over) *	\$41.19	\$42.01	\$42.85	\$43.71
<b>Environmental Programs Coordinator (* years of experience)</b>				
Level 1 (0 to 5+ years) *	\$43.16	\$44.02	\$44.90	\$45.80
Level 2 (6 to 9+ years) *	\$45.83	\$46.75	\$47.69	\$48.64
Level 3 (10 years and over) *	\$48.49	\$49.46	\$50.45	\$51.46
Fire and Bylaw Services Coordinator	\$40.81	\$41.63	\$42.46	\$43.31
Legislative Services Clerk	\$33.19	\$33.85	\$34.53	\$35.22
<b>Planning Technician</b> (*Years of experience – Technician experience, combined North Cowichan and other)				
Level 1 (0 to 2+ years) *	\$37.14	\$37.88	\$38.64	\$39.41
Level 2 (3 to 5+ years) *	\$38.47	\$39.24	\$40.02	\$40.82
Level 3 (6 to 8+ years) *	\$39.83	\$40.63	\$41.44	\$42.27
Level 4 (9 years and over) *	\$41.19	\$42.01	\$42.85	\$43.71
<b>Planner</b> (*Years of experience – Planner experience, combined North Cowichan and other)				
Level 1 (0 to 5+ years) *	\$43.16	\$44.02	\$44.90	\$45.80
Level 2 (6 to 9+ years) *	\$45.83	\$46.75	\$47.69	\$48.64
Level 3 (10 years and over) *	\$48.49	\$49.46	\$50.45	\$51.46
Senior Planner	\$51.14	\$52.16	\$53.20	\$54.26
Student	\$22.44	\$22.89	\$23.35	\$23.82

Local Assistant Fire Commissioner (LAFC) Certificate, effective January 1, 1999 at 30¢ per hour, if required by the Employer.

NOTE: All employees shall do Labourer's work when required.

**SCHEDULE "C" HOURLY RATES**

LOCATION / POSITION TITLE	2021 1-Jan 2%	2022 1-Jan 2%	2023 1-Jan 2%	2024 1-Jan 2%
<b>SCHEDULE "C"</b>				
<b>Aquatic Centre</b>				
Aquatic Attendant	\$15.59	\$15.90	\$16.22	\$16.54
Aquatic Coordinator	\$38.28	\$39.05	\$39.83	\$40.63
Aquatic Maintenance Supervisor	\$39.44	\$40.23	\$41.03	\$41.85
Coordinating Clerk (supports Aquatic Centre and Fuller Lake Arena)	\$29.48	\$30.07	\$30.67	\$31.28
Coordinating Guard	\$30.38	\$30.99	\$31.61	\$32.24
Custodian	\$28.63	\$29.20	\$29.78	\$30.38
Customer Relations Clerk 1 (supports Aquatic Centre and Fuller Lake Arena)	\$27.02	\$27.56	\$28.11	\$28.67
Customer Relations Clerk 2 (supports Aquatic Centre and Fuller Lake Arena)	\$31.93	\$32.57	\$33.22	\$33.88
Lifeguard / Instructor (Casual)	\$23.81	\$24.29	\$24.78	\$25.28
Lifeguard / Instructor (Grandfathered)	\$25.44	\$25.95	\$26.47	\$27.00
Lifeguard / Instructor 1 (Part Time)	\$25.87	\$26.39	\$26.92	\$27.46
Maintenance Worker – Aquatic Centre	\$32.24	\$32.88	\$33.54	\$34.21
Program Leader – Aquatic Centre	\$20.07	\$20.47	\$20.88	\$21.30
Recreation Coordinator	\$38.28	\$39.05	\$39.83	\$40.63
Recreation Leader	\$26.44	\$26.97	\$27.51	\$28.06
Recreation Programmer – Aquatics	\$33.85	\$34.53	\$35.22	\$35.92
Recreation Programmer – Community Recreation	\$33.85	\$34.53	\$35.22	\$35.92
Recreation Programmer - Fitness	\$33.85	\$34.53	\$35.22	\$35.92

**APPENDIX "A" - COWICHAN AQUATIC CENTRE SCHEDULING AND CALL-IN PROCEDURE**Scheduling

1. Part-time employees will be scheduled to work a minimum of 50% and up to a maximum of 100% of full-time hours and will be scheduled before Casual employees are scheduled.

Casual employees will be scheduled in seniority order, based on their submitted availability, and may be scheduled to work up to a maximum of one hundred percent (100%) of full-time hours, on an as-needed basis.

2. Scheduling for Camps and weeklong school closures may be up to 100%.

Call-In During Scheduling Period

1. The Call-In list will be updated and re-posted on a regular basis, not to exceed once every four (4) months and will include the positions for which each employee is qualified.
2. Casual employees are required to provide the Employer with:
  - (a) Written notification of the days and times that the employee will be available for work.
  - (b) Up to three (3) direct communication links through which they can be contacted. The employee is responsible for ensuring these communication links are kept current, and for advising the Employer of any changes.
3. If a shift becomes available after the work schedule has been posted (the "Scheduling Period"), the Employer will contact employees to fill the shift in the following order:
  - (a) Part-time employees will be called in order of seniority and prior to Casual employees.
  - (b) Casual employees will be called in order of seniority.
  - (c) The Employer will record the response from each employee.
  - (d) An employee may accept additional hours providing overtime is not incurred.
  - (e) An employee scheduled to work cannot cancel a shift in order to accept a different shift.
4. A Casual employee who does not report for work within a six (6) month period (excluding Maternity Leave, Parental Leave, leave covered by WorkSafe BC, approved sick leave, or approved General Leave) will be struck from the list of Casual employees and will lose all accumulated seniority.

**APPENDIX “B” - TERMS OF REFERENCE – LABOUR RELATIONS COMMITTEE (“LRC”)**  
**(Revised February 8, 2018)**

**Mandate**

The parties agree that the Labour Relations Committee (the “LRC”) shall meet for the following purposes:

- To provide a venue for improving communication between employees and management.
- To address workplace changes in a collegial and pro-active 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 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 when specific topics are on the agenda, i.e., Treatment Plant, Aquatic Centre, Utilities, 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 LRC.

*Chair:*

The parties agree that a member of Management shall act as the Recorder for meetings. The parties agree that the Director, Human Resources and Health & Safety, or designate shall act as the usual Chair of the Committee; however, this role may be assumed by another member of the LRC at any time, subject to mutual agreement of the parties. On occasions where the Director, Human Resources and Health & Safety, or designate is not able to attend, another member of the LRC 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 a member of Management shall act as the Recorder for the meetings.

### **Timing and Frequency of Meetings**

Meetings will normally be conducted 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. 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 as soon after the meeting as possible. Once the Chair has 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 Management members of LRC. Minutes that have been approved will be made available to the CUPE Local 358 Executive and an equivalent Management group. Archiving of records must be agreed upon by both parties.

**LETTER OF UNDERSTANDING No. 1**

**BETWEEN**

**THE CORPORATION OF THE DISTRICT  
OF NORTH COWICHAN**

**AND THE**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 358  
(THE DUNCAN & NORTH COWICHAN CIVICS)**

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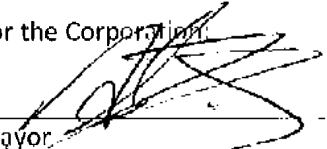

**RE: WORKING REMOTELY**

The District of North Cowichan and CUPE Local 358 agree that the following terms and conditions shall be applicable to Employees having the ability to work remotely.

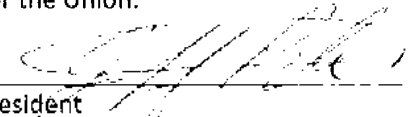
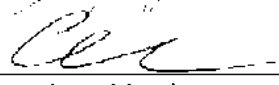
Nothing in this Letter of Understanding shall be construed as altering the existing rights and/or obligations of either party under the provisions of the Collective Agreement except as specified hereunder.

Some District employees are in positions that provide the opportunity to work remotely (i.e., at a location outside the workplace as approved by the Employer). Approvals to work remotely will be granted on a case-by-case basis with terms and conditions as set by the Department Head and/or CAO. The employee will be expected to attend work at the workplace whenever there is an operational requirement to do so is determined by the Department Head or designate.

For the Corporation:

  
\_\_\_\_\_  
Mayor  
  
\_\_\_\_\_  
Corporate Officer

For the Union:

  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Committee Member

**LETTER OF UNDERSTANDING No. 2****BETWEEN****THE CORPORATION OF THE DISTRICT  
OF NORTH COWICHAN****AND THE****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 358  
(THE DUNCAN & NORTH COWICHAN CIVICS)**

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**RE: OVERTIME CALL-IN PROCESS – OPERATIONS AND PARKS**

The Employer and the Union shall work together to establish an Operations and Parks Overtime Call-in List ("Call-in List") for 2022.

The Call-In List shall be posted in work areas accessible to all employees. The Call-in List shall be organized by department and/or work area, as mutually agreed by the Union and the Employer.

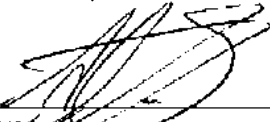
Call-in Lists shall be updated by the Employer every afternoon, following a call in and as leaves/sick time are taken.

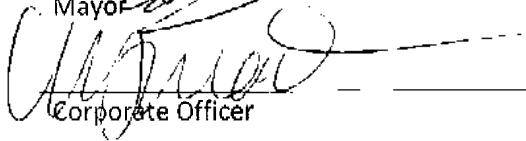
The Departmental Call-in Lists shall operate in the following way:

1. The overtime call-in process will be applicable to all scheduled and emergency overtime, with the exception of Utilities and Waste Water Treatment Plant standby employees who will be called first in cases of emergency work as stipulated in Article 25.13.
2. Overtime will first be offered to the department crew that normally does the work (subject to paragraph 1 above).
3. The duty foreperson will use the Call-in List to assign overtime required when an employee is called to work without having been notified prior to the end of the employee's previous shift.
4. Employees must be capable of performing the work required.
5. Within that department crew, the overtime will be offered on a rotational basis. The employees shall be called starting from the top of the Call-in List and moving down to the next person, as needed. When an employee accepts an offer of overtime, their name shall be moved to the bottom of the Call-in List. If an employee fails to answer the phone or accept an offer of overtime, their name shall be moved to the bottom of the Call-in List.
6. Employees who wish to be called in will provide a contact phone number to the Employer. It is the responsibility of the employee to update the number as required.

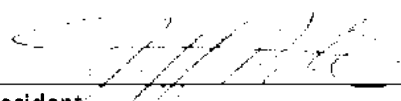
- 7. Employees who are on vacation or lieu time off are eligible for call in, but employees who are sick on the same day as call out or are absent due to WorkSafe, disability or any other approved leave are not eligible for call in and will be moved to the bottom of the Call-in List. If none of the eligible employees are available, the Employer may call any North Cowichan employee that is capable of performing the work.
- 8. Employees who are assigned stand-by duties will be called prior to those on the Call-in List.
- 9. If any employee is called in error and completes overtime, they will be skipped for their next rotation. The employee who would have been scheduled next for call in will remain next to be called but will not be eligible for compensation. If the Union feels that an employee was called in for overtime out of turn for any reason other than a bona fide error, it shall bring the matter to the Employer's attention at the next scheduled Labour Relations Committee Meeting for further discussion.
- 10. This LOU shall be in effect for one (1) year from the date of signing and shall be subject to review by both parties at that time. The LOU may be extended by mutual agreement between the parties, subject to any negotiated modifications.
- 11. This LOU may be terminated by either party by providing thirty (30) days' written notice of termination to the other party.


For the Corporation:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Corporate Officer

For the Union:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Committee Member

## LETTER OF UNDERSTANDING No. 3

BETWEEN

THE CORPORATION OF THE DISTRICT  
OF NORTH COWICHAN

AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 358  
(THE DUNCAN & NORTH COWICHAN CIVICS)**RE: FOREPERSON WAGES AND CHLORINE HANDLERS***Foreperson Wages:*

Effective November 1, 2021, certificate premiums will be incorporated into the hourly pay rates. As a result, the pay rates for the classifications of: Foreperson - Utilities, Foreperson - Electrical and Foreperson – Waste Water Treatment Plant have been updated to reflect this change.

Description – Schedule A	Current Rate (Prior to Certificate Premiums)	New Rate (Certificate Premiums incorporated)
Foreperson, Utilities	\$41.88	\$46.64
Foreperson, Electrical	\$42.86	\$46.64
Foreperson, Waste Water Treatment Plant	\$41.06	\$46.64

The following Certificate Premiums will no longer apply:

Certificate	2021
<i>Foreperson - Electrical</i>	
Water Distribution Level 2 or Waste Water Collection Level 2	Per hour \$0.75
Water Distribution Level 3 or Waste Water Collection Level 3	Per hour \$0.75
Waste Water Treatment	Per hour \$0.19
<i>Foreperson - Utilities or Foreperson - Electrical</i>	
Water Treatment Level 1	Per hour \$1.12
Water Distribution Level 3 or Waste Water Collection Level 3	Per hour \$1.37
Waste Water Treatment	Per hour \$0.19
<i>Foreperson - Utilities and Foreperson - Electrical</i>	
Water Distribution Level 3 or Waste Water Collection Level 3	Per hour \$0.75
Chlorine Handlers	Per hour \$0.47

	Certificate		2021
Waste Water Treatment		Per hour	\$0.19
<i>Foreperson - Waste Water Treatment Plant</i>			
Waste Water Treatment Level 4		Per hour	\$1.37

The Employer and the Union agree that incumbents will remain in their current positions and will continue to be paid the updated hourly rate with current updated wages protected, until such time as they leave employment or are promoted into another classification. Further, the incumbents will continue receiving the annual wage increases as per the collective agreement.

When an Incumbent leaves employment or is promoted into another classification, the position will be posted as per the collective agreement and the posting will include the new requirements and hourly wages.

The following is the list of incumbents to these positions and their protected wage (includes certificate premiums):



Description – Schedule A	Incumbent Name	Protected Rate
Foreperson, Utilities	Neill Galley	\$50.77
Foreperson, Electrical	Shane Hixson	\$48.00

**Chlorine Handlers:**

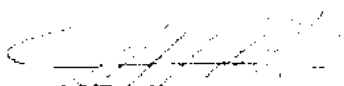
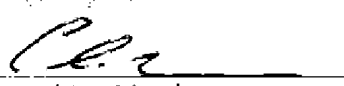
Currently the classifications of Utility Worker and Electrician (working in the Utilities Department) are required to have a Chlorine Handler's ticket and receive a premium recognizing this additional certificate. Because chlorine gas is no longer being used for treatment of the water system, the Chlorine Handler's ticket is no longer a requirement. As such, effective November 1, 2021, the premiums attached to this ticket will no longer be applicable to new employees hired into these positions after this date.

	Certificate		2021
<i>Utility Worker</i>			
Chlorine Handlers		Per hour	\$0.47
<i>Electrician working in the Utilities Department</i>			
Chlorine Handlers		Per hour	\$0.47

For the Corporation:

  
 \_\_\_\_\_  
 Mayor  
  
 \_\_\_\_\_  
 Corporate Officer

For the Union:

  
 \_\_\_\_\_  
 President  
  
 \_\_\_\_\_  
 Committee Member

LETTER OF UNDERSTANDING No. 4

BETWEEN

THE CORPORATION OF THE DISTRICT  
OF NORTH COWICHAN

AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 358  
(THE DUNCAN & NORTH COWICHAN CIVICS)

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**RE: UTILITY WORKERS WEEKEND SHIFT ROTATION**


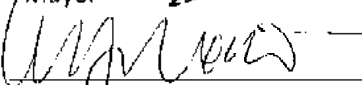
The Employer and the Union recognize that Utility workers who work weekends currently change schedules each four months and are currently compensated as per Article 18.01(e) "Should an employee as a result of a work week..."

The Employer and the Union now acknowledge that the weekend Utility workers have requested a change each 2 (two) months, at no additional cost to the Employer.

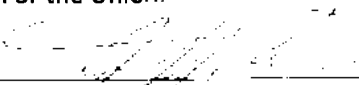
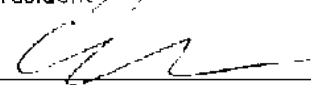
The Employer and the Union agree that Utility workers may change weekend work schedules each 2 (two) months or other schedule by mutual agreement, with the Employer continuing to pay for a total of 3 (three) changes each calendar year.

Dated for reference April 4, 2014. Renewed 2021.

For the Corporation:

  
\_\_\_\_\_  
Mayor  
  
\_\_\_\_\_  
Corporate Officer

For the Union:

  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Committee Member

LETTER OF UNDERSTANDING No. 5

BETWEEN

THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN

AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 358 (THE DUNCAN & NORTH COWICHAN CIVICS)

**RE: Maintenance Icemakers and Clause 21.02 (now removed from Collective Agreement)**

**21.02 Fuller Lake Arena Staff**

*Fuller Lake Arena staff who, because of their work schedules are required to work five (5) consecutive 8-hour shifts or four (4) 10-hour shifts within a seven (7) day period, and whereby certain statutory holidays fall within this working period, shall be granted eleven (11) working days each year in addition to Article 22 below. These days shall be taken at a time mutually acceptable to their Department Head and themselves within the vacation year. The above statutory holidays shall accrue to employees on the basis of eleven-twelfths (11/12ths) of a day per month for each month worked.*

The parties agree to apply the above language to the following individuals only, so long as they remain as posted Maintenance/Icemakers.

- Kevin Wheeler

Updated: February 2022

For the Corporation:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

For the Union:

\_\_\_\_\_  
President

\_\_\_\_\_  
Committee Member

**LETTER OF UNDERSTANDING No. 6**

**BETWEEN**

**THE CORPORATION OF THE DISTRICT  
OF NORTH COWICHAN**

**AND THE**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 358  
(THE DUNCAN & NORTH COWICHAN CIVICS)**

**RE: GRANDFATHERING OF BENEFIT ELIGIBILITY**

The following Part-time employees, so long as they remain in Part-time positions at the Aquatic Centre, will be eligible to participate in the Municipality's benefit plan (Articles 28.01, 28.03, 28.04 and 28.06):


- Janet Moss (Customer Relations Clerk 1)

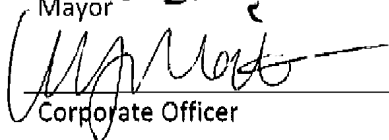
These employees will not receive the additional 17% in lieu of benefits as per Article 1.04 (b) unless they chose to opt out of the benefit plan above.

These employees may be scheduled up to full-time hours.

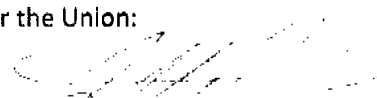
Dated for reference April 4, 2014. Renewed 2021.


For the Corporation:

  
 \_\_\_\_\_  
 Mayor

  
 \_\_\_\_\_  
 Corporate Officer

For the Union:

  
 \_\_\_\_\_  
 President

  
 \_\_\_\_\_  
 Committee Member

LETTER OF UNDERSTANDING No. 7

BETWEEN

THE CORPORATION OF THE DISTRICT  
OF NORTH COWICHAN

AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 358  
(THE DUNCAN & NORTH COWICHAN CIVICS)

RE: USE OF SICK TIME INSTEAD OF IN/OUT PROCESS

The Municipality of North Cowichan and CUPE Local 358 agree that Public Works employees shall be allowed the option of using sick leave or lieu time (as per the in/out system) when they are unable to work safely as a result of impairment due to fatigue but only under the following conditions:

1. The employee must have responded to a call-out; and
2. The time between the end of the actual hours worked due to a call-out and the start of the regular scheduled work shift is fewer than 8 hours.

Where conditions (1) and (2) have been met and the employee feels too impaired by fatigue to work part or all of their regular shift, they will inform their supervisor of the impairment, and advise as to whether they will be returning to work during the shift.

Duration


This LOU will be in effect until the signing of a new Collective Agreement.

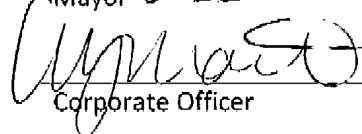
Termination

This LOU may be terminated by either party hereto by giving written notice to the other party thirty (30) days in advance of a specified date of termination.

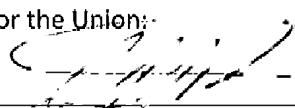
Dated for reference November 22, 2017. Renewed 2021.


For the Corporation:

  
 \_\_\_\_\_  
 Mayor

  
 \_\_\_\_\_  
 Corporate Officer

For the Union:

  
 \_\_\_\_\_  
 President

  
 \_\_\_\_\_  
 Committee Member

## LETTER OF UNDERSTANDING No. 9

**RE: SECONDMENT FOR UNION BUSINESS****Letter of Understanding No. \_\_\_\_**

BETWEEN:

The Corporation of the District of North Cowichan ("the Employer")

AND:

Canadian Union of Public Employees, Local 358 ("the Union")

**Secondment for Union Business**

WHEREAS: the Union has requested a Secondment for Union business (the "Secondment") for Jeff Parker ("Mr. Parker") to assume the full time duties of President, for CUPE Local 358;

AND, the Employer, the Union and Mr. Parker wish to enter into an arrangement that is in accordance with this Secondment;

THE PARTIES AGREE to the following conditions on a without prejudice or precedent basis:

1. Mr. Parker shall be on a one (1) year Secondment effective February 7, 2022. This Letter of Understanding shall expire February 28, 2023 or when Mr. Parker no longer holds the position of President of CUPE Local 358, whichever should occur first. Should further extension be requested by the Union, the Union shall contact the Employer with sufficient notice.
2. Mr. Parker's pay and benefits shall be continued through the Employer's payroll, and the Union shall be billed as per #5.
3. As requested by the Union, Mr. Parker's rate of pay during the Secondment shall be based on Mr. Parker's current rate + 10% (\$46.71 per hour) at full-time hours annually, plus any negotiated Employer / Union contract wage increases.
4. Mr. Parker will return to his position as Utility Worker, with the accompanying rate of pay, to cover Mike McKay's absences from work under Article 18.01(f) Mutual Work Day(s) Exchange. The agreed upon dates include the following weekends: June 25-26, July 2-3, July 9-10, July 16-17, and July 23-24, 2022. Should Mike McKay no longer be employed with the Employer on the above-noted dates, Mr. Parker will not be required to provide coverage on these dates.
5. At the end of the Secondment, based on the existing complement structure, Mr. Parker shall return to the job he currently holds (namely, Utility Worker) with the accompanying rate of pay. Mr. Parker shall give the Employer two (2) weeks' notice before his return date.
6. The Union shall be billed bi-weekly for Mr. Parker's wages, benefit premiums and the Employer's portion of the Municipal Pension Plan contribution, with an additional two and one-half percent (2.5%) administration fee applied. (For added clarity, Mr. Parker's benefit premiums and pension plan contributions total approximately 30% over and above the value of his regular base wages, and a detailed accounting of these amounts is available to the Union upon request.) All benefit coverages and premium amounts shall be based on Mr. Parker's rate of pay amount specified in #3.
7. Mr. Parker shall be eligible for all health benefits in the Collective Agreement, subject to the eligibility requirements of benefit carriers.
8. The Union shall provide evidence to the Employer that Mr. Parker has WorkSafeBC coverage.

- 2 -

- 9. Mr. Parker shall continue to accrue sick leave during the Secondment, and any sick time used by Mr. Parker during the Secondment shall be reported to the Employer in the pay period it is used so it can be accurately accounted for and reflected in the appropriate pay period. Sick leave shall be based on Mr. Parker's rate of pay amount specified in #3.
- 10. Any lieu time used by Mr. Parker during the Secondment shall be reported to the Employer in the pay period it is used so it can be accurately accounted for and reflected in the appropriate pay period. Lieu time shall be based on Mr. Parker's rate of pay amount specified in #3.
- 11. Mr. Parker shall not accrue vacation through the Employer during the Secondment; however, the current balance of this accrual shall remain intact for Mr. Parker's use upon his return to full time duties with the Employer. During his Secondment, it shall be the Union's sole responsibility to determine Mr. Parker's vacation and track his usage of the same in accordance with its policies and procedures in this regard.
- 12. Mr. Parker shall not be eligible for other paid leaves through the Employer, including Bereavement Leave, and shall not be eligible for Footwear/Rain gear and Medical Certificate Fees during his Leave.
- 13. Mr. Parker's seniority shall continue to accrue on an ongoing basis.
- 14. Upon return to full time duties with the Employer, Mr. Parker's status shall continue without loss of seniority at the wage step level it was at when his Secondment began.
- 15. The Employer shall not be responsible for any costs as a result of this Secondment, and any and all expenses incurred as a result of this Secondment shall be borne by the Union.
- 16. Employees on an extended leave of absence do not have routine access to the Employer's facilities. Should the need arise during the Secondment, access shall be dealt with at the time; however, Mr. Parker's access to the Employer's premises shall normally be treated in a similar manner as would be to a guest.

SIGNED on behalf of THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN at

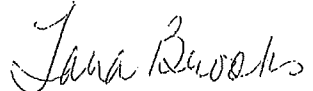
Duncan, BC, this 23 day of February, 2022.



Maria Laycock  
A/Director,  
Human Resources and Corporate Planning

SIGNED on behalf of the CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL

NO. 358 at Duncan, BC, this 25th day of February, 2022.



Tara Brooks  
Representative  
CUPE National



Chris Elzinga  
Vice-President  
CUPE, Local 358

LETTER OF UNDERSTANDING No. 10

**RE: LAPTOP AND COMPANY VEHICLE REQUIREMENTS FOR STANDBY EMPLOYEES**

LETTER OF UNDERSTANDING NO. \_\_\_\_

BETWEEN:

The Corporation of the District of North Cowichan  
("The Employer")

AND:

Canadian Union of Public Employees, Local 358  
("The Union")

**Laptop and Company Vehicle Requirements for Standby Employees**

WHEREAS the Employer has a legitimate expectation that wastewater and utilities workers on standby be available to address emergencies in a timely manner;

AND WHEREAS the Employer has had a practice in which wastewater and utilities workers on standby have been asked to take home a company-issued laptop to ensure a timely response to emergencies;

AND WHEREAS the Employer has had a practice in which standby employees have been asked to take home a company vehicle to ensure a timely response to emergencies;

AND WHEREAS both the Employer and the Union agree that timely attendance at emergencies is a legitimate objective;

THE PARTIES THEREFORE AGREE as follows:

- 1) all utilities and waste water treatment plant employees on standby as defined in Article 25.13 of the Collective Agreement (the "Standby Employees") will:
  - a) be required to carry a Company-issued laptop (or other similar company-issued device) in addition to a cellular phone or pager; and
  - b) be required to have ready access to a Company vehicle, which will require the Standby Employee to take the Company vehicle home.

**Company-issued Laptop**

- 2) Effective April 1, 2022, should a Standby Employee be required by the Employer to utilize the laptop to engage in work while on Standby the Standby Employee will be paid two (2) hours at overtime rates, provided the utilization of the laptop is properly verified by the supervisor involved. For clarity, Article 19.03(b) cannot be claimed for the same call.

- 3) The Standby Employee will not receive additional monies for any subsequent call within the two hour period.
- 4) Should the Standby Employee be required to be called out to the work-site or field to respond to the call, they will be paid pursuant to Article 19.03(a). For clarity, Standby Employees are not entitled to double compensation or pyramiding.

**Company vehicle**


- 5) Effective April 1, 2022, Standby Employees will be required to have ready access to a Company vehicle. The Employer will off-set any tax implications of this requirement by placing two hours per rotation into the Standby Employee’s Lieu Time Bank.
- 6) A Standby Employee who is unable to bring a Company vehicle home for a particular rotation must request an exemption from the Director of Operations in advance, setting out the reasons for the exemption. The Director of Operations will assess the request for exemption on a case-by-case basis and in good faith, and may request further information or confirmation in writing.


**Without Prejudice or Precedent**

- 7) This Letter of Understanding is on a without prejudice or precedent basis to other matters and will be in effect until the signing of a new Collective Agreement.

**SIGNED** on behalf of **THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN**  
 at Duncan, BC, this 10th day of  
March, 2022.

**SIGNED** on behalf of the **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 358** at Duncan, BC, this 10 day of  
MARCH, 2022.

  
 \_\_\_\_\_  
 Marla Laycock  
 A/Director,  
 Human Resources and Corporate Planning

  
 \_\_\_\_\_  
 Jeff Parker  
 President,  
 CUPE, Local 358