

COLLECTIVE AGREEMENT

– BETWEEN –

**THE CORPORATION OF THE CITY OF DUNCAN
(the "Employer")**

– AND –

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 358
(the "Union")**

January 1, 2021 – December 31, 2024

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THIS AGREEMENT made and entered into this _____ day of _____, 2022.

BETWEEN THE:

CORPORATION OF THE CITY OF DUNCAN

whose office is situated at Duncan, British Columbia

(hereinafter called the "Employer")

OF THE FIRST PART:

AND THE:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 358

(hereinafter called the "Union")

(except those employees 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 employees of the City of Duncan excepting those excluded by Statute;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1 DEFINITIONS

1.01 Probationary Employee

An employee who has not successfully completed the requirements of the probationary period (Article 9.03).

1.02 Regular Full-Time Employee

An employee occupying a position listed in Schedule "A" & "B" attached hereto, who has successfully completed the requirements of the probationary period (Article 9.03) and who works a regular (full-time) work schedule.

1.03 Regular Part-Time Employee

An employee occupying a position listed in Schedule "A" & "B" attached hereto, who has successfully completed the requirements of the probationary period (Article 9.03) and who works less than full-time, but not less than half (½) normal full-time hours.

- (a) Regular part-time employees shall cost share in proportional benefits in Articles 15.01, 21 and 23 based on hours worked. Vacation and sick leave shall be proportionally accorded monthly, as earned based on hours worked excluding overtime.
- (b) Other leave afforded to full-time employees such as Union seminars, bereavement and compassionate leave, shall accrue on a proportional basis at the beginning of the second full year of service based on the hours worked in the first full year of service.
- (c) If the hours worked in the prior six (6) months is equal to or greater than seventy-five percent (75%) of full-time hours, then benefits will be afforded as per full-time employees.

1.04 Casual Employee

- (a) "Casual Employee" is an employee hired to occupy a Schedule "A" or "B" position on a casual basis due to the absence of a regular full-time or part-time employee or to be otherwise scheduled up to 75% of full-time hours. Articles 10 and 11 of the Collective Agreement shall not apply to casual employees.
- (b) Casual employees shall receive an additional twelve percent (12%) of the gross wage in lieu of benefits (i.e., benefits outlined in Article 23 plus sick leave, severance and vacation entitlements stipulated in this Agreement). Casual employees who are eligible for pension under the Municipal Pension Plan shall only receive an additional five percent (5%) in lieu of benefits.
- (c) Effective January 1, 2021, Casual employees who meet the eligibility criteria in Article 9.01 (c) Seniority for Casual and Temporary Employees shall receive, from that point onwards, fifteen percent (15%) of the gross wage in lieu of benefits (i.e., benefits outlined in Article 23 plus sick leave, severance and vacation entitlements stipulated in this Agreement) rather than twelve percent (12%) outlined in (b) above. Casual employees who are eligible for pension under the Municipal Pension Plan shall only receive eight percent (8%) in lieu of benefits as above.
- (d) A Casual employee who does not report to work within a six (6) month period (excluding Maternity Leave, Parental Leave, leave covered by WorkSafeBC, approved sick leave or approved General Leave) will be struck from the list of Casual employees and will lose all accumulated posting purpose seniority.

1.05 Temporary Employee

- (a) "Temporary Employee" is an employee hired on a temporary basis for absences due to vacation, sick leave or other approved leave under the Collective Agreement for periods of up to twelve (12) consecutive months duration; eighteen (18) consecutive months in the case of Pregnancy, Parental and Adoption Leave as per Article 19; and, for up to five (5) persons for fixed assignments of up to six (6) consecutive months duration per assignment; except that the duration may be extended by mutual agreement. Articles 10 and 11 of the Collective Agreement shall not apply to temporary employees.
- (b) Temporary employees shall receive an additional twelve percent (12%) of the gross wage in lieu of benefits (i.e., benefits outlined in Article 23 plus sick leave, severance and vacation entitlements stipulated in this Agreement). Temporary employees who are eligible for pension under the Municipal Pension Plan shall only receive an additional five percent (5%) in lieu of benefits.
- (c) Temporary positions of over four (4) months duration shall be posted in accordance with Article 10.
- (d) Effective January 1, 2021, Temporary employees, who meet the eligibility criteria in Article 9.01 (c) Seniority for Casual and Temporary Employees shall receive, from that point onwards, fifteen percent (15%) of the gross wage in lieu of benefits (i.e., benefits outlined in Article 23 plus sick leave, severance and vacation entitlements stipulated in this Agreement) rather than twelve percent (12%) outlined in (b) above. Temporary employees who are eligible for pension under the Municipal Pension Plan shall only receive eight percent (8%) in lieu of benefits as above.

1.06 Student Employee

- (a) A continuing studies student shall be an employee currently enrolled in or intending at the end of the term of employment to enroll or re-enroll in a post-secondary institution and may only be brought back for a maximum of four (4) years and only during the months of April through October.
- (b) The definition of student will also include any employee who may or may not be returning to post-secondary institution and may be utilized at any time of the year (January through December):
 - (i) Who must, in order to complete the graduation requirements, complete a final work experience term or;
 - (ii) Who is a recent graduate, within six (6) months of graduation in a professional field requiring a diploma or degree.
- (c) When working weekends, if no regular staff are working and if two (2) or more students are working, one (1) student shall be designated "in charge."

During this designation a premium of fifty cents (\$0.50) per hour will apply. The work week for students shall be Sunday through Saturday.

Student employees are not entitled to benefits outlined in Article 23, sick leave and severance stipulated in this Agreement. Vacation shall be prorated and applied as per statutory requirements.

All students within the Certification shall pay Union dues.

ARTICLE 2 NO DISCRIMINATION

2.01 Employer Shall Not Discriminate

The Employer agrees there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee covered by the Certification in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff; recall, discipline or discharge, not by reason of their membership or lawful activity in the Union nor as detailed in the *Human Rights Code*.

2.02 Sexual Harassment

- (a) Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance or workplace relationships, or endangers an employee's employment status or potential.
- (b) Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

2.03 Workplace Harassment

- (a) Every employee has the right to work in a harassment-free environment and, to that end, the Employer is committed to creating and maintaining a work environment, which is free of harassment.

2.04 Representation

All employees may have a representative present when meeting with the Employer for matters related to all provisions of Article 2.

ARTICLE 3 UNION SECURITY

3.01 All Employees to be Members

All employees presently members of the Union shall maintain their membership in good standing as a condition of continued employment. Any new employee, within thirty (30) calendar days, shall join the Union.

3.02 No Other Agreements

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

3.03 Right of Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises at times and dates approved by the Employer in order to deal with any matters arising out of this Collective Agreement.

ARTICLE 4 CHECK-OFF OF UNION DUES**4.01 Deductions**

The Employer shall deduct from each employee any dues, initiation fees or assessments levied by the Union and pay the monies so collected to the Union.

All employees shall sign an authorization card for deduction of union dues and fees.

At the same time as the Income Tax (T-4) forms are made available, the Employer shall note on the forms the amount of union dues and fees paid by each Union member in the previous year.

4.02 Forwarding of Deductions

Deductions shall be made from each pay period and shall be forwarded to the Secretary-Treasurer of the Union not later than the 12th day following the month end, accompanied by a list of the names of employees from whose wages the deductions have been made. Once a year a list of names, addresses and classifications shall be forwarded to the Secretary-Treasurer of the Union.

ARTICLE 5 LABOUR-MANAGEMENT COMMITTEE**5.01 Establishment of Committee**

A Labour-Management Committee shall be established consisting of not more than four (4) representatives of the Union and not more than four (4) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public and job security for the employees.

5.02 Function of Committee

The Committee shall concern itself with the following general matters.

- (a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- (b) Improving and extending services to the public.
- (c) Promoting safety and sanitary practices.
- (d) Reviewing suggestions, questions of working conditions and service (but not grievances concerned with service).
- (e) Correcting conditions causing grievances and misunderstanding.

5.03 Meeting of Committee

The Committee shall meet at least bi-monthly at a mutually agreeable time and place. Meetings need not be held upon mutual agreement. Its members shall receive a Notice and Agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee during normal working hours.

5.04 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by a representative of each party of the joint Committee as promptly as possible after the closing of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.

ARTICLE 6 GRIEVANCE PROCEDURE

6.01 Settling of Grievances

Any difference arising between the parties concerning the application, interpretation or alleged violation of this Agreement shall be resolved in the following manner:

- Step 1: Within fifteen (15) days after the occurrence which prompted the grievance, a meeting will be held with the immediate Management Supervisor and employee. The employee shall have the right to have their Shop Steward or other Union Officer attend with them at such meetings. If not resolved, the Union may refer the grievance in writing to the second step within five (5) working days.
- Step 2: Within a further five (5) working days the Department Head or Designate will meet with the grievor and one (1) Union Representative to attempt to resolve the difference. The Department Head/Designate shall respond within ten (10) working days of the hearing. The Union may refer the grievance to the third step within five (5) working days of receipt of the response.

Step 3: The grievance may be submitted by the Union to the Administrator who will arrange a hearing within a further five (5) working days and render a written decision within five (5) working days of the Step 3 hearing.

Step 4: Failing a satisfactory settlement being reached in Step 3, the Union or the Employer may refer the dispute to arbitration. Such referral would occur within thirty (30) working days of receipt of the Step 3 response.

Timelines may be extended by mutual agreement between the parties. Grievances may be initiated at any step of this process by mutual agreement.

ARTICLE 7 ARBITRATION

7.01 Composition of Board of Arbitration

The Arbitration Board shall be 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 to appoint a third member.

7.02 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.

7.03 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.

7.04 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.

7.05 Single Arbitrator

The parties may agree to utilize a Single Arbitrator rather than an Arbitration Board. In such cases, the Arbitrator must be mutually agreed upon. The provisions of Articles 7.03 and 7.04 shall apply to the Single Arbitrator.

ARTICLE 8 DISCHARGE, SUSPENSION AND DISCIPLINE**8.01 Discharge and Discipline Procedure**

- (a) A regular employee may be dismissed or disciplined, but only for just cause, and only upon the authority of the Employer, as defined in this Agreement. A Department Head may suspend a regular employee but shall immediately report such action to the Employer. Prior to the imposition of discipline or discharge, a regular employee shall be given the reason in the presence of their Steward or Union Representative. Such regular employee and the Union shall be notified promptly in writing by the Employer with full disclosure of the reason for such discipline or discharge.
- (b) A probationary employee may be terminated at any time during the probationary period when the employee is found to be unsuitable for permanent employment. In determining suitability, the Employer is entitled to consider conduct, quality of work, ability to work with others, ability to meet the performance standards of the Employer, regular attendance, and any other factor which could reasonably be expected to affect work performance.

8.02 Notice of Dismissal

When an employee who has completed the probationary period is dismissed, they shall be given twenty (20) working days notice or twenty (20) working days pay in lieu thereof, except for cause when they may be discharged immediately.

8.03 Crossing of Picket Lines During a Legal Strike

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line or refuse to do the work of striking or locked out employees or refuse to handle goods from an Employer where a strike or lockout is in effect. Failure to cross such a picket line or to perform the work of the striking or locked out employees or to handle goods from an Employer where a strike or lockout is in effect by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved.

8.04 Right to Have Steward Present

An employee shall have the right to have their Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action.

Where a supervisor intends to interview an employee for disciplinary purposes; the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their Steward to be present at the interview.

8.05 Personnel Records

An employee shall have the right at a mutually agreed time to have access to and review their personnel record.

An employee shall have the right to make copies of any material contained in their personnel record. The original files shall not leave the Employer's premises.

ARTICLE 9 SENIORITY

9.01 Seniority Defined

- (a) It is mutually agreed between the Employer and the employees that, subject to competency for the position, seniority shall prevail in layoffs, rehiring, promotion, transfers, demotions, recall and appointments. Seniority is defined as the length of service with the Employer for regular employees and hours worked for casual or temporary employees. Casual employees hired prior to August 1, 2008 shall have their seniority defined as length of service.
- (b) Those casual or temporary employees who are subsequently appointed to regular employment shall have their total accumulative hours of service as casual or temporary employees credited for purposes of regular seniority. Total accumulative hours of service shall be calculated on a full-time basis to establish the start date. It is understood that this clause applies to seniority only and is in no way applicable to service for retroactive benefit entitlement, except vacations.
- (c) Seniority for Casual & Temporary Employees

Temporary and Casual Employees

- Schedule "A" who have accumulated one thousand nine hundred fifty (1950) hours;
- Schedule "B" who have accumulated one thousand eight hundred twenty (1820) hours;

Once this threshold is met, they shall be eligible to apply for posted positions as per Article 10.

Their total hours of service will be used to calculate their seniority date for posting purposes only.

9.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

9.03 Probationary Periods

- (a) The probationary periods shall be four hundred twenty (420) hours worked for all new Schedule "B" employees and four hundred fifty (450) hours worked for all new Schedule "A" employees provided, however that by mutual agreement this period may be extended for a maximum of a further four hundred twenty (420) hours worked for Schedule "B" employees and four hundred fifty (450) hours worked for Schedule "A" employees.
- (b) During the initial probationary period, newly hired employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the Union claims discrimination as noted in Article 2, as the basis of termination. After completion of the initial probationary period, seniority shall be effective from the original date of employment.

9.04 Consideration of Competency and Seniority

In the layoff, termination, demotion, promotion or appointment of regular employees, competency shall be the primary consideration. Competency is a sum of factors such as qualifications, personal work history and work-related relationships.

9.05 Loss of Seniority

An employee who has completed the probationary period shall not lose seniority rights if they are absent from work because of sickness, accident, layoff or leave of absence approved by the Employer. An employee shall only lose their seniority in the event:

- (a) They are discharged for just cause and is not reinstated.
- (b) They resign.
- (c) They are absent from work in excess of one (1) working day without notifying the Employer, unless such notice was not reasonably possible.
- (d) They fail 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.
- (e) They are laid off for a period longer than twelve (12) months.

ARTICLE 10 PROMOTIONS AND STAFF CHANGES**10.01 Job Postings**

When a vacancy occurs or a new position is created, the Employer shall notify the Union in writing and follow the ensuing procedure:

- (a) To post all bargaining unit vacancies internally first. Posting will include a listing of prerequisites.
- (b) To review internal applications to determine whether or not there are any applicants that meet the prerequisites. Shortlist and interview those applicants.
- (c) In the event that there are qualified applicants, to award the position to the qualified applicant having the most seniority subject to Articles 9.01 and 9.04.
- (d) To notify, in writing, each unsuccessful applicant and to offer a post competition interview to discuss the reasons for which the Employer deems the applicant is unqualified.
- (e) Every unsuccessful candidate may grieve the Employer's determination that the employee is not qualified for the position pursuant to Article 6 of the Collective Agreement, except that any such grievance must be filed in writing not later than fifteen (15) working days after the date of the employee's receipt of notification of their failure to qualify for the position.
- (f) The time limit stipulated for the filing of a written grievance outlined in Section (e) of this clause is deemed to be absolute unless extended by mutual written agreement between the Employer and the Union.
- (g) In the event that the Employer determines that no bargaining unit applicants are qualified for the position and that a grievance of that decision is commenced, the Employer may advertise the job externally and award the position to a qualified candidate on a temporary basis. The successful outside candidate shall be a probationary employee until such time as the grievance has been settled or a final arbitration award has been issued.
- (h) If an employee is absent when a temporary vacancy occurs for lead hand and a junior person is subsequently appointed on a temporary basis, upon return to work the senior employee shall receive the temporary appointment to lead hand should there be more than five (5) days remaining in the assignment.

10.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function.

10.03 Union Notification

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

10.04 Role of Seniority in Promotions and Transfers

Both parties recognize:

The principle of promotion within the service of the Employer.

That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications as defined in Articles 9.01 and 9.04.

10.05 Trial Period

The successful applicant shall be placed on a continuous trial basis for a period of two hundred and eighty (280) hours worked for Schedule "B" employees and three hundred (300) hours worked for Schedule "A" employees. Conditional on satisfactory service, the employee shall be declared permanent after the period of two hundred and eighty (280) hours worked for Schedule "B" employees and three hundred (300) hours worked for Schedule "A" employees. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former 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 their former position, wage or salary rate, without loss of seniority.

10.06 Job Reassignment - Loss of Driver's License

Any employee who is relieved of their driver's license by the courts shall be subject to the following:

- (a) If an employee who is in a position that requires they have a driver's license and who is relieved of their license by the courts, may be subject to reassignment to another available position and paid the appropriate rate of pay.
- (b) Once the employee's driver's license is reinstated, they will revert to their regular position and respective rate of pay.

ARTICLE 11 LAYOFFS AND RECALLS**11.01 Definition of Layoff**

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

11.02 Benefits Coverage

The Employer agrees to pay eighty percent (80%) coverage to the welfare plans referred to in Article 23.01 of this Agreement for employees laid off for periods of less than six (6) months. In the event of a longer layoff, employees so affected will be given the right to continue this coverage by paying the premiums in advance monthly for up to twelve (12) months.

11.03 Notice of Layoff

The Employer shall provide written notice to employees who are to be laid off two (2) calendar weeks 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 five (5) 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.

11.04 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 qualifications and ability required 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.

11.05 Appraisal Period

An employee who elects to bump in accordance with this Article or who is re-employed in accordance with this Article, may serve an appraisal period not exceeding one (1) month (except when re-employed in the same position occupied before the layoff) in the new position. If at any time during this period should the employee prove unable to satisfactorily perform the duties of the new position, they shall be laid off. In no event shall an employee be permitted to bump a second time as a result of the same layoff.

11.06 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.

11.07 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.

11.08 Recall Rights

The Employer shall attempt to recall a former employee on the recall list having the qualifications and ability required to perform the work in question before offering employment to a new employee.

11.09 Notification Procedure

It shall be the responsibility of laid off employees to notify the Employer in writing of their current telephone number and postal address. The Employer shall attempt to contact a former employee on the recall list having the qualifications and ability required to perform the work in question, at the telephone number so provided, to instruct the employee of the date and time to report for work. Failing personal contact, the Employer shall send a registered letter to the employee's current postal address. Should the Employer be unable to contact the employee within seven (7) calendar days from the postal registration date or should the employee either not accept the recall under this Article or fail to report on the date and time required, the employee shall lose all rights to recall.

11.10 Vacation and Sick Leave Credit Retention

Vacation and sick leave accumulated to an employee shall remain to their credit for the period of layoff up to twelve (12) months if they choose to go on the recall list. Should the employee not return, the payout shall be made in accordance with the Agreement upon notification by the employee that they will not return, or the twelve (12) months layoff has expired.

ARTICLE 12 HOURS OF WORK**12.01 Hours**

- (a) (i) The work day for employees covered under Schedule "A" shall consist of seven and one-half (7½) hours between 7:30 a.m. and 3:30 p.m., including one (1) rest period of ten (10) minutes between 7:30 a.m. and 12:00 noon, also a lunch period between 12:00 noon and 12:30 p.m. and including one (1) rest period of ten (10) minutes between 12:30 p.m. and 3:30 p.m. The ten (10) minute rest periods in each portion of the day shall be taken at the work site or nearest coffee outlet. The regular working week shall be thirty-seven and one-half (37½) hours Monday to Friday inclusive.
- (ii) As an alternative to the two (2) rest periods in (i), one (1) rest period of twenty (20) minutes to be taken as a crew in the morning or afternoon with the approval of the Foreman and prior approval of the Manager.
- (b) (i) The employees who are Street Sweeper Operators and one (1) Parks Crew member shall have a regular working week of thirty-seven and one-half (37½) hours Monday to Friday and the rest periods indicated in Section (a) above, but due to operational needs of their positions shall be excluded from the specified times as specified in Section (a) above at the discretion of the Director of Public Works.
- (ii) Bylaw Officers shall have a work week Sunday through Saturday of up to thirty-seven and one-half (37½) hours and the rest periods indicated in Section (a) above, but due to operational needs, their positions shall be excluded from the specified times in Section (a) at the discretion of the Employer.
- (iii) Street and Parks Patrollers shall have a work week Sunday through Saturday up to forty (40) hours per week and rest periods as indicated in Article 12.01 (a), but due to operational needs, their positions shall be excluded from the specified times in Section (a) at the discretion of the Employer.
- (iv) Casual/On-Call Mechanics shall have a work week Sunday through Saturday up to thirty-seven and one-half (37½) hours per week and rest periods as indicated in Article 12.01 (a), but due to operational needs, their positions shall be excluded from the specified times in Section (a) at the discretion of the Employer.
- (c) (i) The Director of Public Works may require, for projects, employees to start their regular work day at an earlier time or at a later time by mutual agreement. Notice shall be provided in accordance with Article 14.01. These employees shall continue to have a regular working week of thirty-seven and one-half (37½) hours.

Once the project is completed these employees shall return to the normal start times as per Article 12.01 (a). Rest between shifts shall be in accordance with Article 14.02.

- (ii) Choice of the employee(s) shall be based on: 1. crew that normally does the work 2. seniority; 3. the position of the more senior employee being able to be back-filled in the opinion of the Director of Public Works and 4. the employee's ability to do the work required. The Employer shall ensure that employees who can do the work of the project shall be given the opportunity on the basis of seniority.
- (d) The normal working schedule for employees covered under Schedule "B" shall not exceed seven (7) hours per day nor thirty-five (35) hours per week between the hours of 8:00 am and 4:30 pm with one (1) hour for lunch and a ten (10) minute rest period in both the first half and second half of the work day. The ten (10) minute rest period in each half of the day shall be taken at the work site.

Regular employees covered under Schedule "B" may, by mutual agreement of the employee and the Department Head with notification to the Union, work their seven (7) hours per day between 7:00 a.m. and 5:00 p.m. and/or their lunch time may be one-half (1/2) hour instead of one (1) hour.

- (e) Schedule "B" employees, shall be entitled to work and bank thirty (30) minutes per day of their lunch period up to a maximum of three (3) working days to be used during Christmas office closure.

12.02 Standby Duty

- (a) All Public Works employees, except the Engineering Technologist, covered by Schedule "A" shall be required to take their turn as a standby employee when deemed qualified and designated by the Employer. The hours for standby employees shall be all hours outside of the hours of work outlined in Article 12 and for the statutory holidays outlined in Article 15.01.
- (b) Standby duty will be posted annually, and all Public Works employees covered by Schedule "A" will receive a copy. It is the employee's responsibility to ensure a standby replacement through trading or the rotating call-out list. If a replacement is not possible, then the employee must stand their duty except in cases of sickness, WorkSafeBC leave or death in the immediate family. The employee would be responsible to advise the Director of Public Works or Operations Manager of such.
- (c) If an employee wants to take holidays when they are scheduled for standby duty, the employee must find another employee to stand-in for them through trading or the rotating call-out list. Failing finding a replacement, the employee must take their standby duty.
- (d) The employee will be compensated one (1) hour pay for determining whether or not a call-out is needed, or if a call-out is not necessary.

- (e) Potential "call-outs" are only to be accepted by after-hours dispatchers or by City personnel on Standby Duty. Neither a member of the public nor another City employee are to directly request the call-out crew to respond to a particular incident. Only the City Administrator, Director of Finance, Director of Public Works, or Operations Manager may directly request the call-out crew to respond to a particular incident (i.e., different sources should be referred to one of these officials commencing with the Director of Public Works or Operations Manager.)
- (f) When a water-line break is on private property, the mainline valve is to be turned-off and turned back on during the same three (3) hour call period (i.e., private plumber will work on the break in the interim).
- (g) Standby Duty crew members are to secure their own substitution should they wish to do something that makes them unavailable to accept standby duty calls.

12.03 Personal Use of City Vehicles

- (a) All standby employees shall be provided with a City vehicle.
- (b) City vehicles may be discreetly and minimally used for personal or family trips (i.e., grocery shopping) while the operator is on Stand-by Duty subject to the passengers not being taken on a call-out assignment should one occur.
- (c) If radio communication can be maintained within a 15-kilometre radius of City Hall, then the City vehicle can be taken to the employee's home.
- (d) All Motor Vehicle Laws and Regulations pertaining to the operation of vehicles be strictly adhered to (i.e., no consumption of alcoholic beverages prior to having to operate a City vehicle).

ARTICLE 13 OVERTIME

13.01 Definition of "Day"

For purposes of this Article, the twenty-four (24) hour period shall be midnight to midnight.

13.02 Overtime Rates

- (a) Overtime shall be defined as all work in excess of the regular working day or working week as defined in Article 12.
- (b) Overtime shall be paid at the rate of time and one-half (1½ x) for the first two (2) hours so worked and double time (2 x) thereafter.
- (c) All overtime must be authorized by a management employee.

13.03 First Day of Rest Overtime

Where conditions necessitate work on the first day of rest in excess of the hours noted in Article 12.01 (a) and (b) above, employees shall be paid at the rate of time and one-half (1½ x) for the first two (2) hours and double time (2 x) thereafter.

13.04 Second Day of Rest Overtime

Where conditions necessitate work on the second day of rest in excess of the hours noted in Article 12.01 (a) and (b) above, employees shall be paid at the rate of double time (2 x) for all hours.

13.05 Statutory Holidays

Double time shall be paid for all statutory holidays when worked in addition to normal statutory pay. Double time shall be paid for call-outs on the actual statutory holiday. Regular overtime rates will apply on the day in lieu.

13.06 Computation of Overtime Hours

Payment for overtime shall be accompanied by an itemized statement.

13.07 Call-Back Pay Guarantee

- (a) An employee who is called back to work outside their regular working hours, to work that requires more than one (1) hour to complete, shall be paid for a minimum of three (3) hours at overtime rates.
- (b) An employee who is called outside their regular working hours to work that requires one (1) hour or less to complete shall be paid for two (2) hours at straight time rates.

13.08 Supply of Meals

An employee required to work:

More than three (3) unscheduled hours overtime before or after their regular shift and each four (4) hours thereafter, or:

After four (4) hours and each four (4) hours thereafter on days other than days they work their regular shift, shall be provided with a meal ticket.

Effective January 1, 2021, a meal ticket shall be equal to seventeen dollars and forty-seven cents (\$17.47) Meal breaks will be unpaid.

Year 2022 and future annual increases will be based on annual CPI for Victoria.

13.09 Time Off in Lieu of Payment

- (a) Instead of cash payment for overtime worked, an employee may choose to bank overtime worked, including Standby (Article 12.02 (a)). This bank is maintained in dollars earned. Such banked time may be taken as time off at the appropriate overtime rate at a time selected by mutual agreement of the employee and the Employer or as cash payment. The maximum banked time to be taken as time off in lieu shall be forty-five (45) hours per calendar year.
- (b) In the case of Provincial emergencies, banking time will not be allowed.

ARTICLE 14 SHIFT WORK

14.01 Notice of Change of Shift

Sixty-four (64) hours notice shall be given before change of shift.

The work shifts may be changed in the case of emergency work such as snow ploughing and emergency waterworks repair. Sixteen hours (16) notice shall be given before change of shift.

Failure to provide sixty-four (64) hours notice or in the case of emergency work sixteen (16) hours, shall result in these employees receiving the applicable overtime rate for the hours outside of their normal shift.

14.02 Rest Between Shifts

Failure to provide at least fourteen (14) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period.

ARTICLE 15 HOLIDAYS

15.01 List of Holidays

Where an employee has earned wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the following statutory holidays, then such employee shall be accorded a day's pay. Regular part-time employees shall have a prorated statutory pay.

- | | |
|----------------------|---|
| New Year's Day | Labour Day |
| BC Family Day | National Day for Truth & 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 the provincial and federal governments.

15.02 Holidays Falling on Non-Working Day

If a statutory or public holiday(s) falls on a non-working day(s), the Employer may declare that the working day(s) immediately preceding the holiday or the working day(s) immediately following the holiday shall be observed in lieu of the said holiday(s) unless otherwise agreed to by both parties.

ARTICLE 16 VACATIONS**16.01 Length of Vacation**

Vacations shall be accorded as follows:

- (a) Employees in their commencement year of service shall be granted vacation pay in the amount of six percent (6%) of gross pay at calendar year-end. An employee may choose to have a paid pro-rated vacation period during their commencement year of service and payment shall be deducted from the year end payout.
- (b) Employees in their first (1st) full calendar year of service shall be granted three (3) weeks vacation with pay.
- (c) Employees in their second (2nd) full calendar year of service shall be granted three (3) weeks vacation with pay.
- (d) Employees in their third (3rd) full calendar year of service shall be granted one (1) additional working day of vacation with pay for each additional year of service up to a maximum of twenty (20) such additional days. WorkSafeBC absences shall qualify as service.

16.02 Preference in Vacations

- (a) All vacations shall be taken between January 1st and December 31st of the current year and such vacation scheduling shall be at the discretion of the Director of Public Works for employees covered by Schedule "A" and by the City Administrator for employees covered by Schedule "B." Preference dates for vacation periods shall be submitted by the employees by February 28th of each year. Vacations shall be arranged as closely as possible to the dates selected by the employee. When dates conflict where two (2) or more employees cannot be allowed to go at the same time, then seniority shall prevail. Once dates for vacations have been posted on or before February 28th of each year, the dates shall not be changed except by mutual agreement or necessitated by extreme emergency. Those employees who did not indicate a preference in vacation time by February 28th shall submit all vacation requests by October 1st. Vacations requested after February 28th are allocated on a first-come first-served basis.

- (b) If extra vacation dates become available later in the year, such vacation dates will be awarded to the employee who first applies for them, and if more than one employee applies for them within five (5) working days, the employee with the most seniority will be awarded them if operations permit and provided there are at least five (5) working days before the vacation days are to commence. The Employer is not responsible for monitoring when extra vacation dates become available.
- (c) During the prime-time months of July and August, employees shall book no less than five (5) days at any one-time (four (4) days if Statutory Holiday occurs). Schedule "B" employees and Engineering Technicians may be exempted from this provision upon approval from the Employer.
- (d) Except that one (1) additional employee per week may request to use one (1) vacation or one (1) banked day by mutual agreement of employee and Employer.
- (e) With the written consent of the Employer, an employee may defer vacation entitlement to the following calendar year provided that a maximum of ten (10) days may be deferred and provided further that a minimum of ten (10) working days vacation have been taken in the current calendar year. Deferred vacation days cannot be booked until after everyone has scheduled their vacation in each calendar year as per Article 16.02.

16.03 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay in conjunction with their vacation period.

16.04 Termination of Employment

In the event of termination of employment, the basis of calculation shall be equal to the earned and unused vacation entitlement to the date of termination.

ARTICLE 17 SICK LEAVE PROVISIONS

17.01 Sick Leave Entitlement

After completion of three (3) months service, sick leave shall be allowed effective from the original date of employment on the basis of one and one-half (1½) working days per month and that such may accrue only to a maximum of one hundred fifteen (115) days in the manner following:

- (a) That where in any one year an employee has not used their sick leave or only a portion thereof, they shall be entitled to full accrual of the unused portion thereof for their benefit during future sickness while in the employ of the City.

- (b) That an employee may be required to produce a medical certificate for any illness; however, in the event that personal payment is requested by the attending physician where the Employer requests a certificate for illness of less than five (5) days, the fees charged shall be paid by the Employer.
- (c) That any employee be advised on application of the amount of sick leave accrued to their credit.
- (d) In the case of illness of a dependent child, spouse, step-child, grandchild, grandparent or parent under the care of a permanent employee and who lives with the employee as a member of the employee's family, or is institutionalized/hospitalized and when no one at the employee's home can provide for the needs of the ill dependent, an employee after notifying their Manager shall be entitled to use a maximum of five (5) accumulated sick leave days per annum to care for their family member and/or to make alternate arrangements for care. In case of serious/life threatening illness additional time may be approved by the City Administrator.

17.02 Sick Leave and Vacation Credits During Leave of Absence, Layoff or Receipt of External Benefits

- (a) 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., or is being paid wholly by Canada Employment Insurance Commission sick leave benefits or Canada Pension Plan disability benefits, they shall not receive sick leave or vacation credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such leave, layoff or commencement of receipt of wholly paid income from an external benefit. This clause will not apply to the first five (5) days of absence per calendar year.
- (b) Employees who are in receipt of long-term disability insurance or WorkSafeBC benefits shall earn sick leave and vacation credits while being covered by those benefits up to a maximum of four (4) months of receipt of benefits. Such earned vacation credits to be added to the employee's bank after thirty (30) calendar days of the employee's return to work, sick leave credits immediately upon return.

17.03 Workplace Illness or Injury

- (a) In the event an employee is absent from work due to an injury compensable by WorkSafeBC and providing the employee has sick leave credits available in accordance with Article 17.01 above, then the employee shall be paid utilizing the principle of "no loss, no gain." Specifically, an employee will be paid their net take-home pay, excluding overtime that they would have normally received prior to their injury and have the WorkSafeBC payments made over to the Employer.

- (b) The difference between the WorkSafeBC payments and the employee's regular wages shall be pro-rated into units of a day's pay and these units shall be deducted from the employee's sick leave credits for a period not exceeding twenty-four (24) months for any one illness or injury. An employee may opt to use vacation or banked time credits in the same manner. In this regard, the normal pensionable earnings of employees covered by this Section shall be maintained.
- (c) Should any compensable illness or injury be of a longer duration than twenty-four (24) months, employees covered by this Agreement who are unable to attend work because of a disability resulting from such illness or injury shall have their total Medical Services Plan of BC, Group Insurance, Extended Medical Plan and Dental Plan (if participating) payments paid by the Employer until the said employee returns to work or until judged medically unfit to resume their present occupation.

17.04 Sick Leave Payout

- (a) After a period of five (5) years of service and upon retirement in conformity with the Municipal Pension Plan, an employee shall be paid in total for their sick leave pay to a maximum of one hundred fifteen (115) days. In the event of death before retirement such entitlement shall be paid to the named beneficiary.
- (b) An employee who leaves the employ of the Employer after a period of five (5) years service and who has sick leave accumulation, shall be paid thirty-three percent (33%) of their sick leave accumulation to date.

An employee who leaves the employ of the Employer after a period of ten (10) years service and who has sick leave accumulation, shall be paid sixty-six percent (66%) of their sick leave accumulation to date.

An employee who leaves the employ of the Employer after a period of twenty (20) years service and who has sick leave accumulation, shall be paid one hundred percent (100%) of their sick leave accumulation to date.
- (c) In the case of termination for cause, where the terminated employee is not reinstated through the grievance/arbitration procedure, the sick leave payout does not apply as provided in Subsection (b).

17.05 Notification of Lateness, Sickness or Absence

- (a) Except in cases of emergency, all employees shall notify the Employer prior to the commencement of their shift of any anticipated lateness, sickness, absence or of the nature of their sickness.
- (b) Where the duration of an illness or absence exceeds one (1) day or is expected to exceed one (1) day, the employee shall inform the Employer of their expected date of return to work, if known.

- (c) The failure of an employee to report prior to the commencement of their shift, or to report at all, may be grounds for discipline.
- (d) Notification will be properly given in accordance with this Article where the employee contacts or telephones any of the following management personnel prior to the commencement of their shift:
 - Director of Public Works & Development Services
 - Operations Manager
 - Manager of Financial Services
 - Director of Finance

ARTICLE 18 LEAVES OF ABSENCE

18.01 Union Conventions and Seminars

Leave of absence, without pay and without loss of seniority, may be granted upon request to the Employer to employees elected or appointed to represent the Union at conventions and seminars. Such time shall not exceed a total of fourteen (14) person-days in any calendar year. It is agreed; however, that the employees will continue to receive their normal wages and the Union will be invoiced for the expenses so incurred by the Employer.

18.02 Union Business

Where permission has been granted to three (3) representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer or with respect to a grievance, they shall suffer no loss of regular pay for the time so spent.

18.03 Other Union Business

- (a) The Employer may grant representatives of the Union to leave their employment temporarily for Union business. The Employer shall continue payment of regular wages, benefits and other expenses related to their employment for the duration of such leave. Except as otherwise agreed, requests for such leave shall be in writing to the Administrator at least five (5) days in advance of the commencement of such leave (grievances excepted).
- (b) Full-Time Union or Public Duties

The Employer shall grant, on written request, with ninety (90) days notice, leave of absence without pay:

 - (i) For employees to seek election in a municipal, provincial, or federal election.

- (ii) For employees selected for full-time positions with the Union for a period of up to two (2) years. Such employee will continue to receive their pay and eligible benefits as provided in this Agreement, but the Union shall reimburse the Employer for all pay and benefits during the period of absence. Such leave shall be extended by mutual consent. The Employer shall then bill the Union for the actual direct expenses incurred plus a five percent (5%) administration fee and the Union shall promptly remit payment to the Employer.

18.04 Compassionate Leave

On satisfactory evidence 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.

18.05 Jury or Court Witness

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive 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.

18.06 Bereavement Leave

An employee may be granted leave with pay to a maximum of three (3) days in the event of the death in the immediate family, i.e., spouse, parent, parent-in-law, child, sister, brother, grandparent, grandchild, step-family, grandparent-in-law, brother-in-law or sister-in-law.

18.07 General Leave

An employee may request a leave of absence without pay and without loss of seniority for good and reasonable cause. Such requests shall be in writing and subject to the approval of the Employer. Welfare plans referred to in Article 23.01 of this Agreement for which the employee is eligible may be continued after the first month by the employee paying the premiums in advance monthly for up to twelve (12) months. With ninety (90) days notice, this period may be extended for up to twelve (12) months by mutual agreement.

ARTICLE 19 PREGNANCY, PARENTAL AND ADOPTION LEAVE**19.01 Length of Leave****(a) Birth Mother**

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of pregnancy leave and up to sixty-one (61) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the pregnancy leave.

In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both pregnancy and parental leave without pay.

(b) Birth Father

An employee who is the birth father shall be entitled to up to sixty-two (62) consecutive weeks of parental leave without pay.

The employee shall take the leave within seventy-eight (78) weeks of the child's birth or date the child comes within the care and custody of the employee.

(c) Adoptive Parent

An employee who is the adoptive father or the adoptive mother shall be entitled to up to sixty-two (62) consecutive weeks of adoption leave without pay.

An employee shall take the parental leave within seventy-eight (78) weeks of the date the child comes within the care and custody of the employee.

(d) Extensions - Special Circumstances

An employee shall be entitled to extend pregnancy leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth or because the child suffers medical complications.

An employee shall be entitled to extend the adoption leave by up to an additional five (5) consecutive weeks leave without pay where the child, before coming into the employee's care and custody, is certified as suffering from a physical, psychological, or emotional condition.

(e) The periods of leave provided in Article 19.01 (a) through (d) are as provided by the Provincial Employment Standards Act as amended from time to time.**19.02 Notice Requirements and Commencement of Leave****(a) An employee who requests adoption or parental leave shall be required to provide proof of adoption or birth of the child.**

- (b) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the pregnancy and/or parental leave. In the case of adoption of a child, the employee shall provide as much notice as possible.
- (c) The Employer may require a pregnant employee to commence pregnancy leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- (d) An employee on pregnancy leave, adoption leave, or parental leave shall provide four (4) weeks notice prior to the date the employee intends to return to work.
- (e) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (f) Where a pregnant employee gives birth before requesting pregnancy leave or before commencing pregnancy leave, the pregnancy leave will be deemed to have started on the date of birth.

19.03 Return to Work

On resuming employment an employee shall be reinstated to their previous position or a comparable position if their previous position has been eliminated, and for the purposes of pay increments and benefits, referenced in Article 19.05 herein, and vacation entitlement (but not for public holidays or sick leave) pregnancy, adoption and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

19.04 Sick Leave

- (a) An employee who suffers any illness or disability prior to commencing pregnancy leave shall be entitled to sick leave benefits.
- (b) An employee while on pregnancy leave, adoption leave, or parental leave shall not be entitled to sick leave benefits during the period of leave.
- (c) Notwithstanding Article 19.04 (b), an employee on pregnancy leave, adoption leave or parental leave who has notified the Employer of their intention to return to work pursuant to Articles 19.02 (d) and (e) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

19.05 Benefits

- (a) MSP, Dental, EHB and Group Life Insurance benefits shall continue uninterrupted during the period of time the employee is on pregnancy, adoption and/or parental leave and the employee shall make arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared.
- (b) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Municipal Pension Plan.

19.06 Seniority

Seniority shall continue to accrue to the credit of the employee taking leave under this Article.

ARTICLE 20 PAYMENT OF WAGES AND ALLOWANCES**20.01 Wages**

- (a) The salaries and wages to be paid by the Employer to the employees shall be those set forth in Schedules "A" and "B" attached hereto and forming part of this Agreement.
- (b) An itemized statement of wages paid for hours worked and all deductions shall accompany each pay cheque to each employee.

20.02 Pay Days

Pay days shall be bi-weekly by a direct deposit payroll.

20.03 Training Differential Pay

Any employee required to operate any equipment which calls for a higher rate of pay than they are then receiving, shall be paid ten cents (\$0.10) per hour extra until such time as the operator and the Superintendent agree that they are competent to operate such equipment and shall then receive the scale of pay provided for that classification in Schedule "A" attached hereto.

20.04 "Dirty Work" Premium

- (a) Employees required to be in contact with live sewage shall receive one (1) hour additional pay each day while so engaged.
- (b) Employees required to be in contact with needles shall receive ten percent (10%) additional pay while so engaged. This will be applied in fifteen (15) minute increments.

20.05 Standby Duty Pay

- (a) An employee who is on standby shall be paid one (1) hour regular pay for each eight (8) hours on standby. An employee who is on standby on a Statutory Holiday shall be paid two (2) hours regular pay for each eight (8) hours on standby.
- (b) Actual time worked shall be paid for at the rates set forth in this Agreement and shall be in addition to those rates set forth in Section (a) of this Article.
- (c) If a standby employee fails to appear for a call or cannot be contacted for a call, standby duty pay will not be provided unless the standby employee can show just cause.
- (d) Weekend standby employee to be given first call-outs during the week and then rotating call-out list to be utilized unless precipitated by the nature of the required emergency work (i.e., water plant operator for water wells).
- (e) Managers are not to be given call-outs outside of the rotating call-out list subject to (d) above.

20.06 Upward Assignment Outside the Bargaining Unit

- (a) When a Schedule "A" employee is temporarily assigned by an official of the Employer to a position outside the bargaining unit, they shall receive a wage increase equivalent to fifty (50%) percent of the difference between the rate of pay of the assigned position and the employee's existing rate for the time performing that job.

When a Schedule "B" employee temporarily assigned by an official of the Employer to a position outside the bargaining unit, they shall receive a wage increase equivalent to fifty (50%) percent of the difference between the rate of pay of the assigned position and the employee's existing rate, for the time performing that job. Any hours worked outside of the employee's regular work hours will not result in overtime premiums; however, no employee shall be assigned to such a position without their consent.

- (b) **Transfer Outside the Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, they shall retain their seniority for a period of twelve (12) months.

Such employee shall have the right to compete for posted vacancies within the bargaining unit during this twelve (12) month period. The employee shall only accrue seniority for up to thirty (30) working days per calendar year during the time spent in a position outside the bargaining unit.

20.07 Certificate Premium

- (a) The Employer agrees to recognize the certificates of the BC Environmental Operators Certificate Program (EOCP), BCWWA Chlorine Handling Ticket, the ISA Arborist Certificate Program, the ISA Tree Risk Assessment Qualifications, the Pesticides Certificate and City of Duncan recognized trade certificate equivalents and as such shall pay an additional fifty cents (\$0.50) (effective January 2021) per hour worked per certificate to employees required by the Employer to hold these certificates for all hours worked within the applicable department, regardless of the respective areas of work. The certificate premium will also be paid in relation to paid time off such as vacation and sick leave taken if at least seventy-five percent (75%) of all hours worked in the prior six (6) months are within the applicable department.
- (b) Year 2022 and future annual increases in Section (a) above will be based on annual CPI for Victoria. Minimum of one percent (1%).
- (c) Compensation and recognition for certificates has been incorporated into the qualifications and Schedule "A" wage for each classification listed below. These positions are not eligible for Article 20.07 Certificate Premium.
 - Parks Foreman
 - Maintenance Foreman
 - Chief Operator
 - Senior Engineering Technologist/Technician

20.08 Appointed Leadhand

When the Foreman is not on shift, and when there is a crew of two (2) or more employees working on a job, there shall be an appointed Leadhand for the hours worked.

20.09 Courses

Subject to prior approval of the Employer, employees who successfully complete courses or training relative to their employment shall have the course or training costs paid by the Employer. An employee shall be granted leave of absence without loss of earnings or benefits if such course is held during regular work hours. Time-off without loss of earnings or benefits shall be granted to write examinations or renew qualifications relative to their employment.

Note: Council policy entitled, "Training Policy and Procedures" applies in other circumstances.

20.10 Snow Plough and Sanding Premium

Whenever an employee operates Labourer 3 equipment to clear snow or apply sand, they shall be paid three dollars (\$3.00) per hour, in addition to their hourly wage rate.

20.11 Shift Differential

When a shift change occurs, a shift differential of fifty cents (\$0.50) per hour will be paid for all hours worked between the hours of 1800 and 0600 hours.

ARTICLE 21 SEVERANCE PAY**21.01 Severance Pay**

All employees who retire from the service of the City or become eligible for disability pension as provided in the Municipal Pension Plan, shall receive severance pay as follows:

- (a) Ten (10) to nineteen (19) years of service:
One and one-half (1½) days of severance pay per total years of continuous service rounded to the nearest whole number.
- (b) Twenty (20) years of service and over:
Two (2) days of severance pay per total years of continuous service rounded to the nearest whole number.
 - (i) This benefit can be allocated to a named beneficiary in the event of death.

ARTICLE 22 JOB CLASSIFICATION AND RECLASSIFICATION**22.01 New or Changed Positions**

Any new positions created by the Employer shall have the rates of pay set by mutual agreement by the parties to this Agreement. These rates shall be jointly negotiated by both parties prior to the position being filled. In the event of failure to agree, the matter shall be subject to the grievance procedure. This process also applies when the duties of any position are substantively changed or increased, but any rate adjustment will not be retroactive to any date sooner than when the issue was raised in writing.

ARTICLE 23 EMPLOYEE BENEFITS

All Plans, changes to Plans or a change in carrier will only be done by the mutual agreement of the parties.

23.01 Medical Services and Group Life

- (a) It is mutually agreed that the group insurance benefits will be available to regular employees after completion of probation as per Article 9.03 Probationary Periods. The Employer shall pay one hundred percent (100%) of the premium cost.
- (b) It is mutually agreed that the present extended health benefits shall continue in existence. Speech therapy to \$200.00 per person per year. Hearing Aids for all to Extended Health Benefits.
- (c) Vision Care Plan – Regular employees will be provided with a vision care plan, to a maximum benefit of five hundred dollars (\$500.00) per family member in a two (2) year period. An employee or eligible dependent shall be entitled to apply the five hundred dollars (\$500.00) each two years to have laser eye surgery. One eye exam per family member in a two (2) year period will be provided. Premiums will be borne one hundred percent (100%) by the Employer.

23.02 Municipal Pension Plan

- (a) All employees shall be covered by the conditions of the Municipal Pension Plan.
- (b) A new hire, who immediately prior to being hired, was enrolled under the Municipal Pension Plan or one of its reciprocal plans, shall be immediately enrolled in the Pension Plan.

23.03 Long Term Disability Programme

It is mutually agreed that a long-term disability programme will be available to regular employees after three (3) months employment; the Employer shall pay one hundred percent (100%) of the premium cost.

23.04 Dental Plan

- (a) The dental plan shall provide for payment of one hundred percent (100%) of claims under Plan "A" (basic service), one hundred percent (100%) under Plan "B" (prosthetic appliance and crown and bridge procedures), and seventy-five percent (75%) under Plan "C" (Orthodontics) to a maximum lifetime benefit of three thousand dollars (\$3,000.00) for each eligible child.
- (b) The Employer shall pay one hundred percent (100%) of the premiums of the dental plan.
- (c) Participation in the dental plan shall be a condition of employment upon completion of the probationary period for regular employees not covered by another plan.

23.05 Employee Family Assistance Program

The Employer shall establish an Employee Family Assistance Program (EFAP). The Employer shall pay one hundred percent (100%) of the cost of the Employee Family Assistance Program (EFAP).

23.06 EI Rebate

The employee share of the EI Rebate will be retained by the Employer to be applied to the premiums for improvements to vision care, eye exams, and 100% Employer paid EFAP.

ARTICLE 24 SAFETY AND HEALTH**24.01 WorkSafeBC**

The Employer agrees that all WorkSafeBC rules and regulations shall be rigidly adhered to and shall at all times make provisions for safety of the employees as required by the said Act.

ARTICLE 25 TECHNOLOGICAL AND OTHER CHANGES**25.01 Training Programme**

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.

25.02 Additional Training

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than one (1) year, the additional training time shall be subject for discussion between the Employer and the Union.

ARTICLE 26 JOB SECURITY**26.01 Sub-Contractors**

All sub-contractors of the City shall provide wages which are at least equal to those specified in this Agreement for all work presently performed by the bargaining unit, subject to exception by mutual agreement.

This Article does not apply in cases of emergency or to any work added to the work of the bargaining unit after May 1, 2008.

26.02 Contracting Out

The Employer hereby agrees that when work or services performed by the employees, is/are contracted, sub-contracted, transferred, leased, assigned, or conveyed in whole or in part to any other plant, person(s) company or non-union employee, there will not be any layoffs of regular employees as a result of the foregoing action.

ARTICLE 27 CLOTHING ALLOWANCE**27.01 Coveralls**

The Employer shall provide, at no cost to the employees, a maximum of two (2) pairs of coveralls per year for those employees who require same.

27.02 Wet Weather Clothing

The Employer shall provide, at no cost to the employees, suitable wet weather clothing such as rain gear including rain boots and/or hip waders as required.

27.03 Foot Wear

Effective January 1, 2021, the Employer shall provide a footwear allowance to a maximum of one hundred seventy-five dollars (\$175.00) per year payable upon submission of a receipt by an employee for the cost or repair of safety shoes; which must comply with WorkSafeBC regulations (may carry forward for one (1) year to a maximum of two (2) years total).

Year 2022 and future annual increases will be based on annual CPI for Victoria.

ARTICLE 28 GENERAL CONDITIONS**28.01 Allowance for Tools**

The Employer shall supply all tools and equipment, except basic hand tools as noted in Article 28.02, required by employees in the performance of their duties. Replacement will be made by producing the worn or broken tool. When special tools are required for the work of the Employer (including specialty hand tools) the Employer shall provide these tools.

28.02 Tradesmen Tools

All tradesmen shall supply the basic hand tools required by said person in the performance of their duties. The Employer shall provide a maximum allowance of two hundred fifty dollars (\$250.00) per annum payable upon submission of receipt for the cost of the replacement broken or lost tool.

ARTICLE 29 PRESENT CONDITIONS AND BENEFITS**29.01 Present Conditions to Continue**

- (a) It is mutually agreed that all concessions and privileges enjoyed by the employees, prior to September 15, 2008 shall remain in effect.
- (b) It is mutually agreed that all concessions and privileges not specified in the Collective Agreement but within the scope of the Collective Agreement, enjoyed by the employees on or after September 15, 2008 shall remain in effect.

ARTICLE 30 GENERAL**30.01 Plural or Feminine Terms**

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 31 TERM OF AGREEMENT**31.01 Duration**

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

31.02 Negotiations

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

31.03 Retroactive Provisions

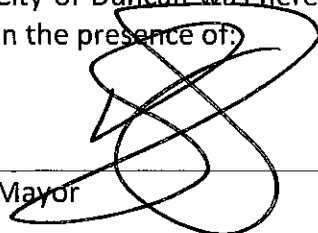
All revisions to the Collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date. Retroactive pay shall be issued to the employees within sixty (60) days of ratification of this Collective Agreement.

IN WITNESS WHEREOF the Parties hereunto set their hands and seals this

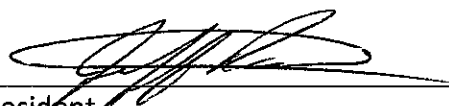
9th day of September, 2022.

The Corporate Seal of the Corporation of the City of Duncan was hereunto affixed by and in the presence of:

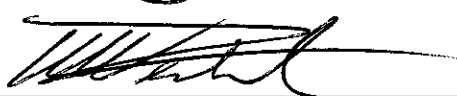
Signed on behalf of the Canadian Union of Public Employees, Local 358



Mayor



President



City Administrator



Local 358 Bargaining Committee



SCHEDULE "A"

Hourly Rates

Job Title	Jan. 1, 2021	Jan. 1, 2022	Jan. 1, 2023	Jan. 1, 2024
	+2%	+2%	+2%	+2%
Labourer 1	\$28.93	\$29.51	\$30.10	\$30.70
Labourer 2	\$31.81	\$32.45	\$33.10	\$33.76
Labourer 3				
Truck Driver (single axle over 10,000 kg)				
Backhoe Operator	\$32.64	\$33.29	\$33.96	\$34.64
Sweeper Operator				
Garbage Collector				
Leadhand (when appointed)	\$34.12	\$34.80	\$35.50	\$36.21
Waterworks & Sewer Fitter	\$34.17	\$34.85	\$35.55	\$36.26
Waterworks & Sewer Fitter Leadhand	\$35.79	\$36.51	\$37.24	\$37.98
Casual (On-call Mechanic)	\$35.28	\$35.99	\$36.71	\$37.44
Bylaw Officer 1	\$25.98	\$26.50	\$27.03	\$27.57
Bylaw Officer 2	\$29.22	\$29.80	\$30.40	\$31.01
Bylaw Officer 3	\$33.77	\$34.45	\$35.14	\$35.84
Bylaw Enforcement Supervisor 1	\$28.02	\$28.58	\$29.15	\$29.73
Bylaw Enforcement Supervisor 2	\$31.26	\$31.89	\$32.53	\$33.18
Bylaw Enforcement Supervisor 3	\$35.81	\$36.53	\$37.26	\$38.01
Bylaw Supervisor 1/Fire Inspector	\$30.93	\$31.55	\$32.18	\$32.82
Bylaw Supervisor 2/Fire Inspector	\$35.64	\$36.35	\$37.08	\$37.82
Bylaw Supervisor 3/Fire Inspector	\$40.81	\$41.63	\$42.46	\$43.31
Street & Parks Patroller	\$18.33	\$18.70	\$19.07	\$19.45
Senior Street & Parks Patroller	\$20.43	\$20.84	\$21.26	\$21.69
Garbage Foreman	\$35.79	\$36.51	\$37.24	\$37.98
Parks Foreman (includes certificate premium)	\$37.32	\$38.07	\$38.83	\$39.61
Maintenance Foreman (includes certificate premium)	\$36.30	\$37.03	\$37.77	\$38.53
Mechanic Sub-Foreman	\$38.35	\$39.12	\$39.90	\$40.70
Chief Operator (includes certificate premium)	\$43.35	\$44.22	\$45.10	\$46.00
Student Rate				
- 1 st Year Student	\$20.37	\$20.37	\$20.78	\$21.20
- 2 nd Year Student	\$20.75	\$20.75	\$21.17	\$21.59
- 3 rd Year Student	\$21.17	\$21.17	\$21.59	\$22.02
- 4 th Year Student	\$21.60	\$21.60	\$22.03	\$22.47
Engineering Technologist/Technician				
- Level 1 (0 to 3 years)	\$37.62	\$38.37	\$39.14	\$39.92
- Level 2 (3 to 6 years)	\$39.37	\$40.16	\$40.96	\$41.78
- Level 3 (6+ years)	\$41.14	\$41.96	\$42.80	\$43.65
Senior Engineering Technologist/Tech. (includes certificate premium)	\$42.16	\$43.00	\$43.86	\$44.74

* Note: After five (5) years of service at Labourer 1, an employee shall be reclassified to Labourer 2.

SCHEDULE "B"

CORPORATION OF THE CITY OF DUNCAN
and
CUPE LOCAL 358

Job Title	Jan. 1, 2021	Jan. 1, 2022	Jan. 1, 2023	Jan. 1, 2024
	+2%	+2%	+2%	+2%
Accounting Clerk	\$35.16	\$35.86	\$36.58	\$37.31
Building Inspector/Planning Technician/Local Assistant to the Fire Commissioner	\$49.45	\$50.44	\$51.45	\$52.48
Building Inspector/Local Assistant to the Fire Commissioner	\$47.32	\$48.26	\$49.23	\$50.21
Casual Support Worker	\$27.27	\$27.82	\$28.38	\$28.94
Casual/On Call Building Inspector	\$46.17	\$47.09	\$48.03	\$48.99
Office Assistant	\$34.31	\$35.00	\$35.70	\$36.41
Public Works Clerk	\$31.11	\$31.73	\$32.37	\$33.01
Utilities Clerk	\$31.11	\$31.73	\$32.37	\$33.01
Front Office Clerk	\$29.68	\$30.28	\$30.88	\$31.50
Payroll Clerk	\$32.78	\$33.44	\$34.11	\$34.79
<u>Student Rate</u>				
- 1 st Year Student	\$20.37	\$20.37	\$20.78	\$21.20
- 2 nd Year Student	\$20.75	\$20.75	\$21.17	\$21.59
- 3 rd Year Student	\$21.17	\$21.17	\$21.59	\$22.02
- 4 th Year Student	\$21.60	\$21.60	\$22.03	\$22.47
<u>Planning Technician</u>				
- Level 1 (0 to 3 years)	\$37.62	\$38.37	\$39.14	\$39.92
- Level 2 (3 to 6 years)	\$39.37	\$40.16	\$40.96	\$41.78
- Level 3 (6+ years)	\$41.14	\$41.96	\$42.80	\$43.65

LETTER OF UNDERSTANDING 2019-1

Between:

**THE CORPORATION OF THE CITY OF DUNCAN
(the "Employer")**

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 358
(the "Union")**

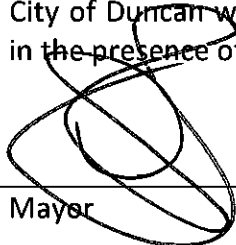
RE: Grandparented Hours of Work

The parties agree that the regular work day for Sweeper Operator – John Chadwick shall be 6:00 a.m. to 2:00 p.m. Subject to temporary change to hours specified in Article 12.01 (a) with five (5) working days notice and in blocks no less than five (5) working days duration. Subsequent changes to this temporary shift may be made in accordance with Articles 12.01 (c)(i) and 14.01.

IN WITNESS WHEREOF the Parties hereunto set their hands and seals this

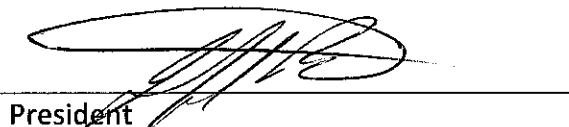
9th day of September, 2022

The Corporate Seal of the Corporation of the City of Duncan was hereunto affixed by and in the presence of:



Mayor

Signed on behalf of the Canadian Union of Public Employees, Local 358



President



City Administrator



CUPE National Representative

LETTER OF UNDERSTANDING 2019-3

Between:

**THE CORPORATION OF THE CITY OF DUNCAN
(the "Employer")**

– and –

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 358
(the "Union")**

RE: Expedited Arbitration

- (a) All grievances may be considered suitable for and may be resolved by expedited arbitration by mutual agreement.
- (b) Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available date of the arbitrators listed below. The hearing dates shall be mutually agreed and will be at a location agreed upon by the parties (Employer or Union Offices, etc.)
- (c) As the process is intended to be informal and non-legal, outside lawyers will not be used to represent either party; however, Labour Relations Specialists may be used (Union Representatives, LR Consultants).
- (d) The parties shall make every effort to make use of an agreed to statement of facts.
- (e) All presentations are to be short and concise and are to include a comprehensive opening statement.
- (f) The parties agree to make limited use of authorities during their presentations.
- (g) The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (h) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 103 of the *Labour Relations Code* or a *Labour Relations Code* provision of similar effect.

- (i) 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.
- (j) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (k) The parties shall equally share the cost of the fees and expenses of the arbitrator.
- (l) The expedited arbitrator, who shall act as sole arbitrator, shall be selected from the list as identified below, or shall be a substitute mutually agreed to by the parties.

- Joan Gordon
- Judi Korbin
- Mark Brown
- Chris Sullivan
- Jessica Gregory
- Mike Fleming
- Joan McEwen
- David McPhillips

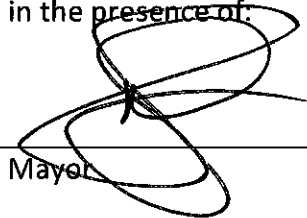
- (m) It is not the intention of either party to appeal a decision of an expedited arbitration.

IN WITNESS WHEREOF the Parties hereunto set their hands and seals this

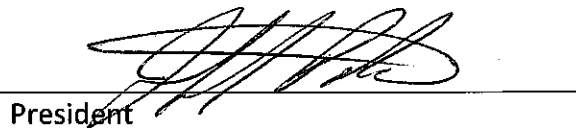
9th day of September, 2022.

The Corporate Seal of the Corporation of the City of Duncan was hereunto affixed by and in the presence of:

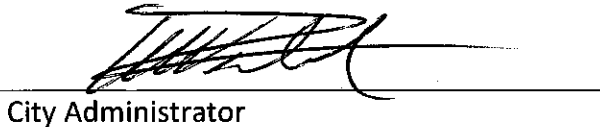
Signed on behalf of the Canadian Union of Public Employees, Local 358



Mayor



President



City Administrator



CUPE National Representative

LETTER OF UNDERSTANDING 2019-4

Between:

**THE CORPORATION OF THE CITY OF DUNCAN
(the "Employer")**

– and –

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 358
(the "Union")**

RE: Standby Duty


Notwithstanding Article 12.02 Standby Duty, the parties agree that standby employees will not be required when a Statutory Holiday falls on a Tuesday, Wednesday or Thursday, except Christmas and Boxing Day.

IN WITNESS WHEREOF the Parties hereunto set their hands and seals this

9th day of September, 2022.

The Corporate Seal of the Corporation of the City of Duncan was hereunto affixed by and in the presence of:

Signed on behalf of the Canadian Union of Public Employees, Local 358



Mayor



President



City Administrator



CUPE National Representative

LETTER OF UNDERSTANDING 2019-5

Between:

**THE CORPORATION OF THE CITY OF DUNCAN
(the "Employer")**

– and –

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 358
(the "Union")**

RE: Joint Accommodation Process

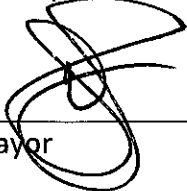
The Union will provide a draft term of reference for the parties to discuss at the Labour Management Meeting following ratification in an attempt to develop a joint accommodation process that will include all parties' recognition on agreed to accommodations.

IN WITNESS WHEREOF the Parties hereunto set their hands and seals this

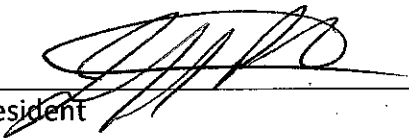
9th day of September, 2022.

The Corporate Seal of the Corporation of the City of Duncan was hereunto affixed by and in the presence of:

Signed on behalf of the Canadian Union of Public Employees, Local 358



Mayor



President



City Administrator



CUPE National Representative

LETTER OF UNDERSTANDING 2019-6

Between:

**THE CORPORATION OF THE CITY OF DUNCAN
(the "Employer")**

– and –

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 358
(the "Union")**

RE: Students Working on Weekends

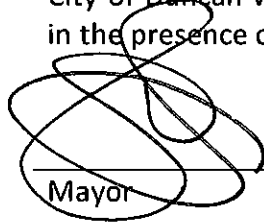
The parties recognize that students working on weekends shall only be assigned duties that fall within the scope of their skills, knowledge, and ability and consistent with duties that they would potentially be assigned Monday to Friday.

IN WITNESS WHEREOF the Parties hereunto set their hands and seals this

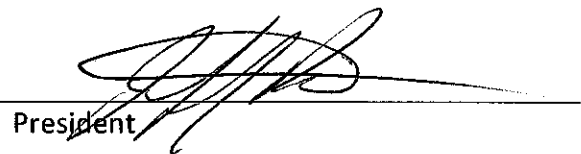
9th day of September, 2022.

The Corporate Seal of the Corporation of the City of Duncan was hereunto affixed by and in the presence of:

Signed on behalf of the Canadian Union of Public Employees, Local 358



Mayor



President



City Administrator



CUPE National Representative

LETTER OF UNDERSTANDING 2021-1

Between:

**THE CORPORATION OF THE CITY OF DUNCAN
(the "Employer")**

– and –

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 358
(the "Union")**

RE: Front Office Clerk Position at City Hall

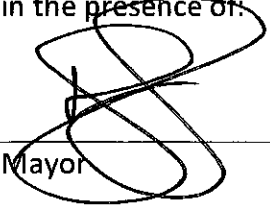
1. This agreement is without precedent or prejudice.
2. The parties agree that the Front Office Clerk position shall be 1.0 FTE.
3. The current 0.6 FTE incumbent, Christine Mills, without prejudice or precedent, shall be placed into the 1.0 FTE position without a posting.
4. At this time, Christine Mills wishes to remain 0.6 FTE. Therefore, the parties agree that the remaining 0.4 FTE can be posted as a job share position to complement the 0.6 FTE.
5. The 0.6 FTE incumbent shall have first option to fill in on any days that the holder of the 0.4 FTE position is absent.
6. The rate of pay for the 0.4 FTE will be that of the Front Office Clerk.
7. Without prejudice or precedent, Articles 1.03 (a), (b) and (c) will continue to apply to the 0.4 FTE job share position in spite of it being less than half-time, except Extended Health and Dental, unless the employee works greater than benefit carrier eligibility threshold (currently 20 hours).
8. All benefits may be waived by the 0.4 FTE position at any time and move to a 12% in lieu of benefits amount as with Casual and Temporary Employees.
9. This letter will remain in full force and effect until the earlier of:
 - a. Christine Mills determines she is able to fulfill the 1.0 FTE position and provides 6 weeks' notice to the Employer of the wish to end the job share arrangement; and/or
 - b. Christine Mills vacates her position, at which time the job share agreement shall end and the position shall be posted as a 1.0 FTE.

IN WITNESS WHEREOF the Parties hereunto set their hands and seals this

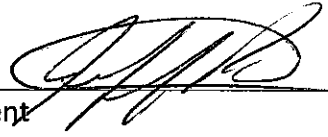
9th day of September, 2022.

The Corporate Seal of the Corporation of the City of Duncan was hereunto affixed by and in the presence of:


Signed on behalf of the Canadian Union of Public Employees, Local 358



Mayor



President



City Administrator



CUPE National Representative

LETTER OF UNDERSTANDING 2021-2

Between:

**THE CORPORATION OF THE CITY OF DUNCAN
(the "Employer")**

– and –

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 358
(the "Union")**

RE: Chief Operator Position

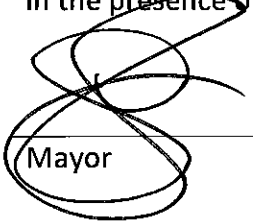
- (a) This agreement is on a without prejudice basis.
- (b) This agreement will replace the July 6, 2020 LOU of the same name.
- (c) Effective September 26, 2020, Mike McKinlay will formally return to his former Utilities Foreman wage rate \$35.09 (2020 rate). Although the position no longer exists, (May 22, 2020 LOU – Certificate Bonus and Chief Operator) the wage rate will be adjusted annually by the increase applied to other foreman positions.
- (d) Effective June 27, 2020, Pat Williams will be appointed as Acting Chief Operator for an increase in pay of 75% of the difference between his current wage and the Chief Operator wage, including vacation days.
- (e) Pat Williams' Acting Chief Operator wage rate will be increased to 90% beginning February 1, 2021 until such time he has attained the qualifications of the position after which moving to 100%.
- (f) This LOU will expire upon Pat Williams achieving the full qualifications for the Chief Operator position. Pat Williams' role as "Acting" Chief Operator will end and he will be appointed as the Regular Full-Time Chief Operator receiving the full rate of pay for the position.
- (g) If Pat Williams does not achieve the full qualifications by January 31, 2023, the LOU will be re-examined to either (a) extend the LOU; or (b) end the LOU and post the position (internally first).
- (h) In the absence of Pat Williams, Mike McKinlay will perform the Chief Operator duties at the same wage percentages noted above, based on the difference between his current Utilities Foreman wage and the Chief Operator wage.
- (i) In the absence of Pat Williams, and Mike McKinlay, the Operations Manager will appoint another employee, with at least a Level 1 Operator ticket, as Leadhand until either Pat Williams or Mike McKinlay return to work.

IN WITNESS WHEREOF the Parties hereunto set their hands and seals this

9th day of September, 2022.

The Corporate Seal of the Corporation of the City of Duncan was hereunto affixed by and in the presence of:

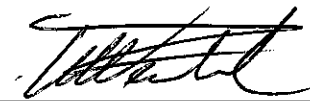
Signed on behalf of the Canadian Union of Public Employees, Local 358



Mayor



President



City Administrator



CUPE National Representative

LETTER OF UNDERSTANDING 2021-4

Between:

**THE CORPORATION OF THE CITY OF DUNCAN
(the "Employer")**

– and –

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 358
(the "Union")**

RE: Article 13 Overtime – Call Out Procedure

The following will outline the call out procedures for overtime identified as scheduled, unscheduled, or yearly overtime.

Scheduled Overtime:

- Will first go to the crew that normally does the work.
- Within that crew, the overtime will be offered in order of seniority.
- If any of the regular crew is unable to work, then it shall go to the On-Call person first and then the rotating call out list.

Examples: Scheduled utility services or repairs (Utilities), line painting (Maintenance), tree maintenance/removal (Parks), moving (Parks), residential garbage collection (Garbage Operator), film crew street infrastructure (Maintenance).

If it is ever unclear which crew would normally do the work, the Operations Manager has the final say, in consultation with the Shop Steward.

Yearly Overtime:

- Where non-specialized tasks are required, will be first offered to the On-Call person and then to the rotating call out list.

Currently, these are limited to: Summer Festival, Remembrance Day, Christmas Kickoff, and Snow Removal.

Unscheduled Overtime/Call-Outs:

- Always go to the on-call person first.
- After that, only if the work requires a ticketed employee (Water, Wastewater, Arborist), then one of those employees is called first, in the order they next appear on the rotating call out list.
- If additional crew are needed, the rotation returns to where it last was.
- If the work does not require a ticketed employee, the rotating call out list will be used.

Note: When utilizing the rotating call out list, individuals will still be called and given the opportunity if on vacation, bank time, family sick, general sick, bereavement or compassionate leave, but will not be called if on WCB. At their discretion, the caller may move on to the next person on the rotating call out list if the individual does not answer the call or the caller can leave a message and give a period of time for a response.

Note: "Scheduled" – Can still be on short notice. For example, if it is Tuesday afternoon and it is decided to do a service repair that same Tuesday evening, that still qualifies as scheduled.

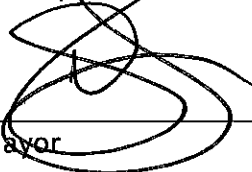
The City will NOT pay overtime to a person who "should" have been called out, but an error was made, just because they "missed out." If an error is suspected and an employee requests in writing in fifteen (15) days to explain why they believe an error was made, the Director of Public Works and the Operations Manager will review the circumstances; if confirmed, the very next rotated call out may be offered to that person first and then the rotation returns to where it was, but there will be only one opportunity for a replacement to the "missed" callout.

The parties agree to implement the LOU on a trial basis until January 1st, 2023.

IN WITNESS WHEREOF the Parties hereunto set their hands and seals this

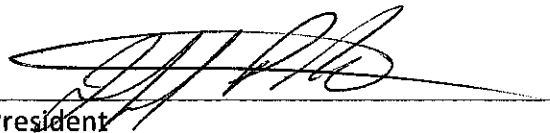
9th day of September, 2022.

The Corporate Seal of the Corporation of the City of Duncan was hereunto affixed by and in the presence of:



 Mayor

Signed on behalf of the Canadian Union of Public Employees, Local 358



 President



 City Administrator



 CUPE National Representative

LETTER OF UNDERSTANDING 2021-6

Between:

**THE CORPORATION OF THE CITY OF DUNCAN
(the "Employer")**

– and –

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 358
(the "Union")**

RE: Article 20.07 Certificate Premium

Compensation and recognition for certificates has been incorporated into the qualifications and wage for each classification listed below.

The positions listed below will not be eligible for Article 20.07 Certificate Premium.

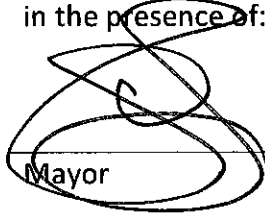
Wages for these positions are calculated based on 2020 wages as follows:

Certificate	Incumbent Utilities Foreman	Parks Foreman	Maintenance Foreman	Chief Operator	Senior Engineering Technologist/ Technician
	\$35.09	\$35.09	\$35.09	\$39.50	\$40.33
Water Level 1	\$0.50			\$0.50	
Water Level 2	\$0.50			\$0.50	
Water Level 3	\$0.50			\$0.50	
Sewer Level 1	\$0.50			\$0.50	
Sewer Level 2	\$0.50			\$0.50	
Chlorine Handling	\$0.50			\$0.50	
Arborist		\$0.50			
Pesticide		\$0.50			
Tree Assessment		\$0.50			
Trade Certificate 1			\$0.50		
Trade Certificate 2					\$0.50
Trade Certificate 3					\$0.50
Total	\$38.09	\$36.59	\$35.59	\$42.50	\$41.33

IN WITNESS WHEREOF the Parties hereunto set their hands and seals this

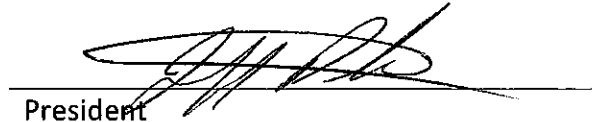
9th day of September, 2022.

The Corporate Seal of the Corporation of the City of Duncan was hereunto affixed by and in the presence of:



Mayor

Signed on behalf of the Canadian Union of Public Employees, Local 358



President



City Administrator



Jana Brooks.
CUPE National Representative

LETTER OF UNDERSTANDING 2021-7

Between:

**THE CORPORATION OF THE CITY OF DUNCAN
(the "Employer")**

– and –

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 358
(the "Union")**

RE: Additional Position – Labourer 1 – Non Standard Work Week

During negotiations for the renewal of the Collective Agreement, the parties entered discussions regarding the Employer's desire to possibly add one (1) additional new Labourer position to the existing labourer pool. The new position, however, would require the regular work week other than that set out in Article 12.01 (a) of the current Collective Agreement.

In an effort to improve services and provide in-house positions as opposed to contracted services, the parties agree that the City may create a new position of "Labourer 1 – Non Standard Work Week."

The parties agree to the following principles:

1. In the event that the Employer establishes this new position, the Employer shall provide the Union with no less than thirty (30) calendar days' written notice.
2. The Employer and the Union will meet, prior to the position being posted, to discuss the duties of the position, as well as any other issues or questions that arise such as scheduling, call-out, etc.
3. After a period of 12 months from the date the new position is established, the Employer and the Union will meet to discuss the efficiencies of the position and whether modifications to the conditions outlined in this letter are required.
4. Once the new position is created, and in place for a period of eighteen (18) months, the position will be confirmed as permanent if funding is approved and the concept is deemed viable by Council.
5. Hours of work for this position will be as follows:
 - Thirty-seven and one-half (37½) hours Sunday to Saturday with two (2) consecutive days off per week inclusive with the rest periods as per Article 12.01 (a), but due to operational needs, shall be excluded from the specified times in Section (a) at the discretion of the Employer.
6. This new position shall be posted as per Article 10.01 of the Collective Agreement.
7. The information included in the posting shall be as per Article 10.02 of the Collective Agreement.

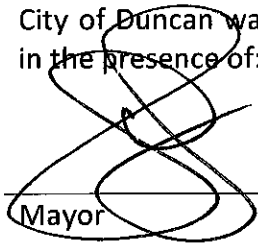
- 8. A split shift shall not be created.
- 9. This position shall not replace the regular Stand-By duty schedule and duties as per Article 12.02. Stand-By duty calls shall be routed to the Stand-By person, who will receive one (1) hours pay for determining if a call-out is needed. If the task can be completed by the Labourer 1 – Non Standard Work Week, the Stand-By person will dispatch the Labourer 1 – Non Standard Work Week.
- 10. Should a regular Labourer position become vacant and be posted, the incumbent in this position may apply for that vacancy thus leaving the Non Standard Work Week Labour position vacant and subject to be filled by a new applicant. It will continue to be an additional position as long as it is required.

Where this Letter of Understanding is silent or there is a dispute about its application, the parties will meet to attempt to resolve the dispute through the grievance process.

IN WITNESS WHEREOF the Parties hereunto set their hands and seals this

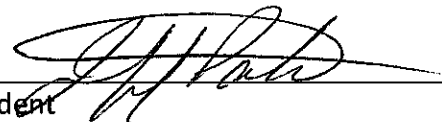
9th day of September, 2022.

The Corporate Seal of the Corporation of the City of Duncan was hereunto affixed by and in the presence of:

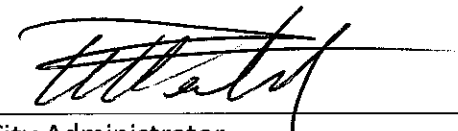


Mayor


Signed on behalf of the Canadian Union of Public Employees, Local 358



President



City Administrator



CUPE National Representative

LETTER OF UNDERSTANDING 2021-8

Between:

**THE CORPORATION OF THE CITY OF DUNCAN
(the "Employer")**

– and –

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 358
(the "Union")**

RE: Assigning Casual Shifts

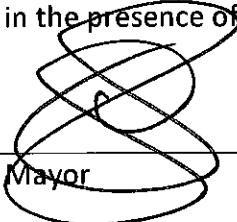
The Employer incorporates the following considerations for assigning available casual shifts:

1. Casual and part-time employees shall identify their availability.
2. All the factors are equally considered.
 - Assignments for available shift will be based on:
 - Work experience related to the duties
 - Advised availability
 - Seniority hours
 - Fair distribution of available hours
 - Assignments for short notice shift:
 - Work experience related to the duties
 - Seniority hours
 - Fair distribution of available hours
3. Repeated turning down of shift assignment may decrease shift opportunities.

IN WITNESS WHEREOF the Parties hereunto set their hands and seals this

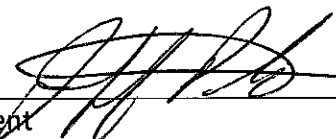
9th day of September, 2022.

The Corporate Seal of the Corporation of the City of Duncan was hereunto affixed by and in the presence of:

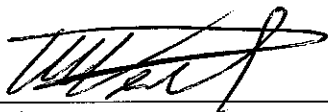


Mayor

Signed on behalf of the Canadian Union of Public Employees, Local 358



President



City Administrator



CUPE National Representative

LETTER OF UNDERSTANDING 2021-10

Between:

**THE CORPORATION OF THE CITY OF DUNCAN
(the "Employer")**

– and –

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 358
(the "Union")**

RE: Term Planner Position

This Letter of Understanding is entered into on a without prejudice basis to the City's management rights and the rights that either party has under the Collective Agreement. The City has an interest in temporarily expanding the Planning Department with a Term Planner.

Despite limitations in Article 1.05 of 6 months duration, lieu of benefits of 12% and Article 10 not applying, the City agrees to provide:

- A duration of 12 months to be reviewed thereafter for an extension of another 12 months on mutual agreement between the Employer and the Union.
- The position will be posted per Article 10.
- The employee will be provided the option of lieu of benefits per Article 1.05 (b) or full benefits (Article 23 plus sick leave, severance, and vacation entitlements).

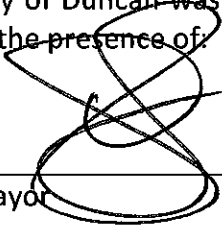
Wages for 2021 shall be established as follows:

Level 1 (0 to 5 years)	\$41.40
Level 2 (6 to 10 years)	\$43.96
Level 3 (10+ years)	\$46.51

IN WITNESS WHEREOF the Parties hereunto set their hands and seals this

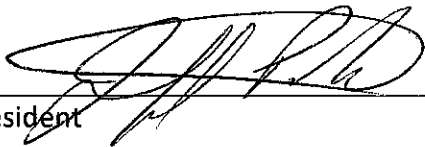
9th day of September, 2022.

The Corporate Seal of the Corporation of the City of Duncan was hereunto affixed by and in the presence of:




Mayor

Signed on behalf of the Canadian Union of Public Employees, Local 358



President



City Administrator



CUPE National Representative