

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN



AND THE

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



January 1, 2014 to December 31, 2016

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THIS AGREEMENT made and entered into this fourth day of April, 2014

BETWEEN:

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

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

(hereinafter called the "Employer")

OF THE FIRST PART

AND THE:

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

(hereinafter called the "Union")

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

OF THE SECOND PART

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

AND WHEREAS this Agreement shall extend to and cover all outside employees of the Corporation of
the District of North Cowichan excepting those excluded by Statute;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1 **DEFINITIONS**

1.01 Probationary Employee

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

1.02 Regular Employee

Any employee having satisfactorily completed the probationary period.

1.03 Full-time Employee

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

All benefits are applicable as specified in this Agreement.

1.04 Part-time Employee

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

Part-Time employees:

- (a) May be scheduled to work up to 80% of full-time hours.
- (b) Will receive an additional seventeen percent (17%) of regular hourly wage in lieu of vacation, statutory holiday pay, benefits and sick leave as specified in Articles 22.01, 23.01, 28.01, 28.03, 28.04 and 28.06.

1.05 Casual Employee

Any employee hired on an indeterminate or temporary/seasonal basis working on a more regularly scheduled basis, or on call, to enhance the work force, to replace an employee, or to fill intermittent work demands.

- (a) Casual employees will receive an additional twelve percent (12%) of regular hourly wage in lieu of vacation, statutory holiday pay, benefits and sick leave as specified in Articles 22.01, 23.01, 28.01, 28.03, 28.04 and 28.06.
- (b) Casual employees at the Cowichan Aquatic Centre will be called in to work in accordance with Appendix "A"– Cowichan Aquatic Centre Scheduling and Call-In Procedure.

1.06 Term Employee

Any Casual employee hired for a period not to exceed twelve (12) months. There shall be no more than four (4) Term employees at any one time except as otherwise mutually agreed. Term employees will not be used to fill or replace vacant regular positions. No seniority rights shall be accrued, except where a Casual employee fills a Term position. Any Term employee, if later hired into a position in 1.03, 1.04, or 1.05 above, will have seniority recognized for prior time worked as a Term Employee.

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

1.07 Student

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

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

Students working in the Utilities Department are referred to clause 25.14.

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

ARTICLE 2 MANAGEMENT RIGHTS

2.01 Management Rights

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

ARTICLE 3 RECOGNITION

3.01 Bargaining Unit

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

3.02 Right of Fair Representation

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

3.03 No Other Agreement

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

ARTICLE 4 NO DISCRIMINATION

4.01 Human Rights Code

Both parties to this Agreement agree to abide by the "Human Rights Code" as set out in the Revised Statutes of British Columbia.

4.02 Harassment

Any complaint alleging harassment will be dealt with through the Workplace and Sexual Harassment Policy of the Employer.

ARTICLE 5 UNION SECURITY

5.01 All Employees to be Members

- (a) All employees presently members of the Union shall maintain their membership in the Union as a condition of employment.
- (b) not applicable
- (c) All new employees from January 1st 1975 shall, as a condition of employment, join the Union within the first thirty (30) calendar days of employment.

ARTICLE 6 CHECK-OFF OF UNION DUES

6.01 Check-off Payments

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

6.02 Deductions

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

ARTICLE 7 NEW EMPLOYEES

7.01 New Employees

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

The Employer shall supply one copy of the collective agreement to each employee per contract term.

7.02 Collective Agreement in Electronic Format

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

ARTICLE 8 CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Chief Administrative Officer or his designate, and the Shop Steward and the Union President.

ARTICLE 9 LABOUR-MANAGEMENT COMMITTEE

9.01 Establishment of Committee

A Labour-Management Committee shall be established consisting of a maximum of four (4) representatives of the Union and a maximum of four (4) representatives of the Employer, including alternates.

9.02 Meetings of Committee

The committee shall meet regularly at a mutually agreeable time and place every two (2) months.

9.03 Minutes of Meetings

The Employer agrees to prepare minutes of each meeting and provide the Union with a copy within two (2) weeks of the meeting. The minutes shall be adopted by the Labour-Management Committee at its next meeting.

ARTICLE 10 not applicable

ARTICLE 11 not applicable

ARTICLE 12 GRIEVANCE PROCEDURE

12.01 Grievance Procedure

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

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

12.02 Extension of Time Limits

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

12.03 Policy Grievances

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

ARTICLE 13 ARBITRATION**13.01 Composition of Board of Arbitration**

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

- (a) The party desiring arbitration shall appoint a member for the board and shall notify the other party in writing of this appointment and the matter to be arbitrated.
- (b) The party receiving the notice shall, within three (3) days, appoint a member for the board and notify the other party of its appointment.
- (c) The two (2) arbitrators so appointed shall confer upon the selection of a third party to be chairman and failing to agree within three (3) days upon a person willing to act for them, they shall apply to the Director of the Collective Agreement Arbitration Bureau for the Province of British Columbia.

13.02 Board Procedure

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

13.03 Decisions of the Board

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

13.04 Expenses of the Board

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

13.05 Single Arbitrator

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

ARTICLE 14 DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Cause For Discipline

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

14.02 Discharge or Suspension Procedure

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

- (a) When the Corporation has dismissed or suspended an employee under this section, a letter must be forwarded to the employee within five (5) working days of his dismissal or suspension, with a copy to the Union, stating the cause for the dismissal or suspension.
- (b) Letters of warning, suspension, dismissal or exoneration nature shall be forwarded, to the following:
 - 1. One (1) to the employee,
 - 2. One (1) to the Union President

14.03 Notice of Dismissal

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

14.04 Access to Personnel File

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

14.05 Crossing of Picket Line During Strikes

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

14.06 Maintenance of Benefits

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

ARTICLE 15 SENIORITY**15.01 Seniority Defined**

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

15.02 Seniority List

- (a) The Employer shall maintain a seniority list for Full-Time and Part-Time employees showing the employees seniority date. Up-to-date seniority lists shall be sent to the Union and posted on all bulletin boards in January of each year.
- (b) A separate seniority list will be maintained for Casual Radio Operator/Guards; such seniority provides entitlement to apply for a vacancy of a full-time posting as a Radio Operator/Guard only.
- (c) A separate seniority list for Casual Employees shall be calculated on the basis of the number of hours worked. When an Employee is awarded a position as per (a) above, their seniority date shall be calculated based on the FTE hours of the position awarded.
- (d) Seniority for Part-Time employees shall operate the same as for Full-Time employees.
- (e) Seniority accrued by Casual employees at the Fuller Lake Arena, as per Article 15.02 (c) above, shall provide entitlement to apply for a full-time vacancy at the Fuller Lake Arena only, applicable to employees hired after November 18, 1998.
- (f) Seniority for all employees at the Cowichan Aquatic Centre will apply bargaining unit wide.
- (g) Seniority accrued by Casual RCMP Detachment Clerks shall provide entitlement to apply for a full-time vacancy at the RCMP Detachment only.

15.03 Probationary Periods

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

15.04 Consideration of Seniority

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

15.05 Loss of Seniority

An employee shall not lose and shall continue to accrue seniority rights if he is 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 the employee:

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

ARTICLE 16 PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

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

(b) Information in Postings

Such notice shall contain the following information:

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

16.02 Union Notification

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

16.03 On-The-Job Training

The Employer shall inaugurate and maintain a system of "on-the-job" training so that every employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising. Accordingly, employees shall be allowed regular opportunities to learn the work of higher or equal positions during the regular working hours by arranging to change positions for temporary periods without affecting the salary or pay of the employees concerned. Such opportunities for training shall be allocated according to the seniority provisions of this Agreement. The training period shall be mutually agreed upon by the Employer and trainee.

16.04 No Outside Advertising

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

Article 16.04 will be replaced by LOU #14.

16.05 Trial Period

The successful candidate shall be notified within one (1) week following the end of the posting period. The declared successful candidate shall be given a trial period of twenty-two (22) working days. The exact starting date of the trial period shall be made known to the declared successful candidate before the start of the trial period.

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

ARTICLE 17 LAYOFFS AND RECALLS

17.01 Welfare Coverage

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

17.02 Notice of Layoff

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

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

17.03 Bumping Procedure

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

17.04 Appraisal Period

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

17.05 Severance Election

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

17.06 Layoff List Placement

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

17.07 Role of Seniority

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

17.08 Scheduled Shutdowns – Cowichan Aquatic Centre

- (a) Cowichan Aquatic Centre employees will not be required to use vacation during scheduled pool shut-downs.

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

ARTICLE 18 HOURS OF WORK

18.01 Working Day, Week and Hours

(a) Regular Working Week and Hours

The regular working week for all employees covered by this Agreement, except as otherwise specified elsewhere within this Agreement, shall be as follows:

- (i) Schedule "A" employees shall work forty (40) hours per week from Monday to Friday inclusive, and eight (8) hours per day;
- (ii) Schedule "A" Fuller Lake Arena employees shall work eight (8) hours per day, forty (40) hours per week, and have their weekly shifts arranged to ensure two (2) consecutive days off each week;
- (iii) Schedule "A" Radio Operator/Guards shall work twelve (12) hour shifts, on the basis of four (4) days on followed by four (4) days off. For the calculation of overtime, time worked on the first two scheduled days off shall be calculated as if they are the first scheduled day off, and time worked on the third and fourth day off shall be calculated as if they are the second scheduled day off.
- There shall be a scheduled twelve (12) hour shift off, without pay, every six (6) weeks, which shall be referred to as an adjustment day (bankable). All bankable adjustment days must be taken within each calendar year.
 - Vacation leave, sick leave, all other leaves of absences, and statutory holiday entitlement, shall be earned on the basis of one working day equals eight (8) hours. All leaves, unless otherwise agreed upon, shall be taken in twelve (12) hour blocks only.
 - Employees whose shift starts on a statutory holiday are entitled to double time (2X) for the shift worked, plus an additional eight (8) hour shift off work. Employees whose scheduled day off falls on a statutory holiday, will be compensated for eight (8) hours only.

- (iv) Schedule "A" employees at the R.C.M.P. detachments shall work thirty-seven and one-half (37½) hours per week from Monday to Friday inclusive, and seven and one-half (7½) hours per day with the exception of those working in a shift rotation with the Watches, who shall be governed by the following:
- Shift work will consist of two Day shifts and two Night shifts, followed by four days of rest.
 - A Day shift will be 12 hours between the hours of 6:30 a.m. and 6:30 p.m., consisting of 11½ hours of work, a ½ hour unpaid meal break and two 10-minute paid coffee breaks, one in each half of the shift.
 - A Night shift will be 10 hours between the hours of 6:30 p.m. and 4:30 a.m., consisting of 9½ hours of work, a ½ hour paid meal break and two 10-minute paid coffee breaks, one in each half of the shift.
 - Overtime rates at time and one half will be paid for all hours worked in excess of 11½ hours for a Day shift and 9½ hours for a Night shift.
 - Annual holiday, sick leave, all other leaves of absence, and statutory holiday entitlement shall be earned on the basis of one working day equals 7½ hours. All leaves, unless otherwise agreed upon, shall be taken in blocks of 11½ hours for a Day shift and 10 hours for a Night shift.
 - Employees shall be paid for the actual hours worked in each pay period.
 - Overtime worked on scheduled days off shall be treated the same as in Article 18.01(a)(iii).
- (v) Schedule "B" employees shall work thirty-five (35) hours per week from Monday to Friday inclusive, and seven (7) hours per day;
- (vi) Schedule "B" Storeskeeper/Timekeeper, Assistant Storeskeeper/Timekeeper, Operations Secretary, Clerk/Secretary (Junior) Operations, and the Forestry Assistant shall work forty (40) hours per week from Monday to Friday inclusive, and eight (8) hours per day.
- (vii) The full-time hours for the office positions (Customer Relations Clerk 1 and 2) at the Cowichan Aquatic Centre are 7 hours per day, 35 hours per week.
- (viii) The full-time hours for all other positions at the Cowichan Aquatic Centre are 8 hours per day, 40 hours per week.

(b) Normal Working Day

The normal working day for all employees covered by this Agreement, except as otherwise specified elsewhere within this Agreement, shall be as follows:

- (i) Schedule "A" employees shall have a normal work day from 8:00 a.m. to 4:30 p.m. From the first work day following Victoria Day to the last working day before Labour Day the hours of work shall be 7:30 a.m. to 4:00 p.m.; however, such hours of work shall exclude Refuse Packer/Operators or employees assigned to pick up refuse. The lunch break will be one-half ($\frac{1}{2}$) hour, normally between 12:00 noon and 12:30 p.m.;
- (ii) Schedule "A" Fuller Lake Arena employees shall have their work day start and quit times established to suit the exigencies of the particular operation;
- (iii) Schedule "A" Radio Operator/Guards shall have their work day start and quit times established to suit the exigencies of the particular operation. In lieu of lunch and rest breaks, there shall be additional pay of seventy-five (75) minutes per twelve (12) hour shift worked;
- (iv) Schedule "A" employees at the R.C.M.P. detachments excluding Radio Operator/Guards shall have a normal work day from 8:00 a.m. to 4:30 p.m. with one (1) hour off for lunch. From the first Monday in April to the last working day in September the hours of work shall be 8:00 a.m. to 5:00 p.m., with one (1) hour off for lunch and one-half ($\frac{1}{2}$) hour to be banked at straight time only for those days worked. Pursuant to Article 19.04 time banked may be taken as cash, time off, or a combination thereof at the selection of the employee;
- (v) Except the Storeskeeper/Timekeeper, Assistant Storeskeeper/Timekeeper, Operations Secretary, Clerk/Secretary (Junior) – Operations, Forestry Assistant, and Forestry Student, Schedule "B" employees shall have a normal work day from 8:30 a.m. to 4:30 p.m. with one (1) hour off for lunch. From the first Monday in April to the end of the first work day following Canada Day the hours of work shall be 8:00 a.m. to 4:30 p.m., with one (1) hour off for lunch and one-half ($\frac{1}{2}$) hour to be banked at straight time only for those days worked. Then from the second work day following Canada Day to the last working day before

Labour Day, the hours of work shall be 8:00 a.m. to 4:00 p.m. with one half (½) hour off for lunch and one-half (½) hour to be banked at straight time only for those days worked. Pursuant to Article 19.04 time banked may be taken as cash, time off, or a combination thereof at the selection of the employee;

- (vi) The regular days of work for positions at the Cowichan Aquatic Centre include shift work and weekends.
- (vii) Schedule "B" Storeskeeper/Timekeeper, Assistant Storeskeeper/Timekeeper, Operations Secretary, Clerk/Secretary (Junior) – Operations, and the Forestry Assistant shall have their work day start and quit times established to suit the exigencies of the particular operation with one-half (½) hour off for lunch;
- (viii) An Engineering Technologist/Development Inspectors, Engineering Technologist/Construction Surveyors, Engineering Technologist/Construction Coordinator, Engineering Assistant/ Development Coordinator, Engineering Technologist /Database CAD Operators and any student assigned to assist these positions, Senior Planner, Planner, Planning Technician, Secretary, and Building Inspectors, due to the seasonal demands of their positions, shall work the same hours as Schedule "A" employees from the first Monday in April to the last work day in September without the benefit of overtime. Compensation shall be seven and one half (7½) hours paid, and one half hour (½) banked at straight time, only for those days worked. Pursuant to Article 19.04, time banked may be taken as cash, time off, or a combination thereof at the selection of the employee.

(c) Alternate Working Hours

- (i) The following employees, or groups of employees, shall have their normal work day start and quit times established to suit the exigencies of the particular operation.
 - Senior Planner
 - Planner
 - Planning Technician
 - Secretary
 - Building Inspector
 - Mechanic
 - Street Sweeper
 - Truck Driver
 - Parks Employees
 - Radio Operator/Guards

Fuller Lake Arena Employees
Chief Treatment Plant Operator
Treatment Plant Operator
Refuse Packer Operators
Cemetery Caretaker
Shopman
Brushcutter / Roadside Mower Operator
Equipment Operator 1a, 1b, 2 and 3
Labourer
Engineering Technologist/Database CAD Operators

- (ii) All other employees may from time to time, by mutual agreement between the appropriate Union steward and the Employer, have their start and quit times set for a limited duration to suit the exigencies of the particular operation. Such mutual agreement shall not be unreasonably withheld.

(d) not applicable

(e) Alternate Working Week and Hours

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

Effective December 3, 1993, weekend hours for the positions listed from (1) to (3) below shall only be filled by Casual or newly hired employees.

Effective August 15, 1996, weekend hours for position (4) shall only be filled by newly hired employees.

Effective August 15, 1996, weekend hours for position (6) shall be filled by any newly hired employee.

Effective August 15, 1996, weekend hours for position (7) shall be filled by any student.

Effective November 18, 1998, weekend hours for position (8) shall be filled by any student.

Effective August 10, 1998, weekend hours for position (9) shall be filled by any newly hired employee.

Effective August 10, 1998, weekend hours for position (10) shall be filled by any newly hired employee.

Effective January 1, 2001, weekend hours for position (11) shall be filled by any newly hired employee.

- (1) Brushcutter Operator/Roadside Mower Operator - Weekend work between March 15 and September 30 each year and all hours as set by the Department Head.
- (2) Mechanic - Weekend work and hours as set by the Department Head.
- (3) Sweeper Operator - Weekend work and hours as set by the Department Head.
- (4) RCMP Detachment Clerk - Weekend work and all hours as set by the Department Head.
- (5) Night Sanding Operation - Up to two (2) operators per each day of the weekend between November 15 and March 15 each year and all hours as set by the Department Head. The night weekend sanding position(s) shall have shifts rotated on a six (6) week basis by qualified full-time employee(s). Casual or newly hired employees, effective December 3, 1993, may be required to work as many weekend shifts as are set out by the Department Head.

Regular employees hired prior to December 3, 1993 shall not be required to work more than one (1) six (6) week weekend rotation every three (3) years.

- (6) Utility Worker - One (1) employee per each Saturday and Sunday on a rotational basis, subject to operational needs and employee eligibility.
- (7) Forestry Student - Weekend work and all hours as set by the Department Head.
- (8) Students working for the Parks Department - Weekend work between the first weekend in March to the last weekend in October inclusive each year and all hours as set by the Department Head (not more than five (5) students from May to August inclusive). Students working on weekends and statutory holidays shall generally perform parks maintenance duties including ball field preparation, mowing grass, weeding, operating weed eaters, garbage and litter pickup, washroom cleaning, and set up and take down of event related equipment.
- (9) Chief Treatment Plant Operator - Weekend work and hours as set by the Department Head.

- (10) Treatment Plant Operator - Weekend work and hours as set by the Department Head.
- (11) Electrician - Weekend work and hours as set by the Department Head.
- (12) Labourers – Weekend work and hours as set by the Department Head
- (13) Client Support Specialist, Youth Outreach Programmer and Application Analyst - Hours of work to include shift work and weekends. The workday start and quit times shall be established to suit the exigencies of the particular operation.

Should an employee as a result of a work week being changed be required to work more than forty (40) scheduled hours [or thirty-five (35) or thirty-seven and one-half (37½) hours where appropriate] in a row before a scheduled day off, the Employer agrees to pay the appropriate overtime rates for any such hours greater than forty (40) hours [or thirty-five (35) or thirty-seven and one-half (37½) hours where appropriate] worked before the scheduled day off begins. The Employer further agrees that should a single day off be required in order to facilitate a new work week schedule, the employee so affected shall also have one (1) three (3) day weekend scheduled.

(f) Mutual Work Day(s) Exchange

Subject to approval by the Department Head, an employee may exchange scheduled work on one or both days of a weekend with an employee who is not currently working those weekend hours. This exchange shall be by mutual agreement of the Employer and employees, and at no additional cost to the Employer. Reasonable notice of the request is required, and each employee will be paid only for those hours actually worked within a pay period. A prescribed form is to be used for the request and the Employer will not be responsible for tracking or administering such exchanges.

18.02 Transportation

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

18.03 not applicable

18.04 Rest Breaks

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

ARTICLE 19 OVERTIME

19.01 Overtime Rates

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

The following employees are specifically exempted from the conditions of Section (b) above:

- (i) Those employees specifically designated as park employees,
- (ii) Those employees specifically designated as night watchmen,
- (iii) Radio Operator/Guards,
- (iv) Fuller Lake Arena employees,
- (v) Those employees referred to in 18.01(e).

19.02 Statutory Holidays

- (a) Double time shall be paid for all statutory holidays when worked in addition to normal statutory pay.
- (b) If an employee is required to work on a statutory holiday, he or she will be paid double time for the hours actually worked in addition to the normal statutory pay.

19.03 Call-back Pay Guarantee

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

19.04 Lieu Time/ Banked Straight Time

- (a) Instead of cash payment for overtime, or for straight time banked pursuant to Article 18.01(b)(v) or 18.01(b)(vii), an employee may choose to receive time off at the appropriate rate at a time selected at the discretion of the employee and by mutual agreement. The maximum time off shall be eighty (80) hours per calendar year.
- (b) Notwithstanding (a) above, an employee who has earned banked time in the calendar year that amounts to more than 200 hours in that year, may utilize a maximum of 100 hours of lieu time off the following year.
- (c) Employees who have more than one hundred (100) hours accumulated to their credit as at December 31, in any calendar year, shall have the excess paid out. Any hours or portion thereof under the one hundred (100) hour limit, may at December 31, at the discretion of the employee, be paid out in cash or carried forward.
- (d) In the case of an emergency:
 - (i) which will result in overtime work being performed by any employee of the Employer, and;
 - (ii) for which the Employer receives compensation from the Provincial Emergency Program, the compensation associated with the overtime work performed by the employee will be paid out to the employee in the next pay period. The employees cannot elect to bank the overtime compensation in order to be taken off in lieu at a later date.

19.05 Meal Allowance

Normal Working Day: Meal tickets are not provided during regularly scheduled hours.

Meal Tickets are provided when an employee works as follows:

Overtime:

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

A meal ticket will be equal to one-half ($\frac{1}{2}$) hour of pay based on the labour rate of pay, as outlined in this Agreement.

ARTICLE 20 SHIFT WORK

20.01 Notice of Change of Shift

Failure to provide at least sixteen (16) hours rest between shifts which are being changed at the request of the Employer shall result in the calculation of a new rate which shall be one and one-half times ($1\frac{1}{2}X$) the appropriate regular rate for the first two (2) hours, and two times (2X) the appropriate regular rate for the remainder of the hours, for any hours worked during such normal rest periods. This rate change shall not be interpreted as time, but only as a rate of pay.

20.02 Fire Fighting and Flood Control

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

20.03 Shift Differential

The additional pay for shift differential, or split shift, as outlined below, shall be qualified as premium pay only and is not to be construed as additional rates of pay. This shift differential rate shall not affect the overtime rate, which is applicable only on the regular rate of pay.

- (a) Where the majority of the hours of a shift occur before 5:30 a.m. in any day, or after 5:30 p.m. in any day, the employee working such hours shall receive seventy five cents (75¢) per hour for each hour worked, except where such hours are as a result of overtime.
- (b) Where an employee works a split shift in which the break exceeds one and one-half ($1\frac{1}{2}$) hours, the employee shall receive an additional forty cents (40¢) for each hour worked in the second portion of the shift.

20.04 Shift Work – Cowichan Aquatic Centre

- (a) Employees will be given a minimum of 24 hours notice of shifts that are being cancelled or changed. Failure to provide 24 hours notice will result in 2 hours' pay for the affected employee.
- (b) The minimum shift length will be 2 hours for all employees.

ARTICLE 21 HOLIDAYS

21.01 List of Holidays

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

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

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

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

21.02 not applicable

ARTICLE 22 VACATIONS

22.01 Length of Vacation

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

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

- (a) An employee who started employment between July 1 and December 31 shall earn a pro-rated vacation entitlement equal to 1/12 of fifteen (15) working days

for each calendar month of completed service between July 1 and December 31, and is entitled to use it after January 1st of the following year. On January 1 following the date of hire, the employee's entitlement will be posted and will have been credited with 6/12 of fifteen (15) days for the period ending June 30th. These amounts will be combined to give the total of vacation credits and posted on January 1st.

- (b) An employee who started employment between January 1 and June 30 shall earn a pro-rated vacation entitlement equal to 1/12 of fifteen (15) working days for each calendar month of completed service between January 1 and June 30 and is entitled to use it from the date of hire. On January 1 following the date of hire, the employee's entitlement will be posted and will have been credited with an additional fifteen (15) days.
- (c) In the second year from date of hire, employees are entitled to fifteen (15) days annual vacation with pay.
- (d) In the third (3rd) year from date of hire, one (1) additional day of vacation with pay shall be granted each year resulting in twenty (20) days annual vacation in the seventh (7th) year and each subsequent year of service up to and including the ninth (9th) year of service.
- (e) In the tenth (10th) year from date of hire, one (1) additional day of vacation with pay shall be granted each year resulting in twenty-five (25) days annual vacation with pay during the fourteenth (14th) and each subsequent year of service up to and including the twentieth (20th) year of service.
- (f) In the 21st year from date of hire, one (1) additional day of vacation with pay shall be granted each year resulting in thirty (30) days vacation in the 25th year and each subsequent year of service.

22.02 Vacation Period

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

22.03 Compensation for Holidays Falling Within Vacation Schedules

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

22.04 Preference in Vacations

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

22.05 Paid Leave

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

22.06 Pay in Lieu of Vacation – Students

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

22.07 Vacation Accrual for Part-Time and Casual Employees

In the event that a Part-Time or Casual employee posts into a Full-Time position, their vacation entitlement will be based on their full-time equivalent years of service with the Employer.

ARTICLE 23 SICK LEAVE PROVISIONS

23.01 Sick Leave Entitlement

After completion of six (6) months service, sick leave except as otherwise specified in Articles 1.04, 1.05, 1.06, and 1.07 shall be allowed on the basis of one (1) working day per month and the unused portion shall accrue, to a maximum of one hundred eighty (180) working days, for the employee's total benefit.

23.02 Proof of Illness

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

23.03 Sick Leave Records

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

23.04 Sick Leave Bank (referred to as the "Bank")

The Sick Leave Bank Committee shall make all decisions affecting the Sick Leave Bank. All employees shall participate in the Sick Leave Bank and deposit their first day of credited sick leave to the Bank. The Employer agrees to record keep this Bank. All inquiries about the Bank are to be directed to the Shop Steward.

(a) Employee Eligibility:

To qualify for benefits from the Bank an employee must have:

- (i) Contributed at least one (1) day to the Bank.
- (ii) Utilized all accrued sick benefits.
Gone two (2) working days without pay.**

**Note: The two day waiting period may be waived upon written request to the Sick Leave Bank Committee. Requests should be of a medical nature, state the dates requesting benefits, and must be submitted to the Committee within ten working days after the application for benefits.

(b) Employee Entitlement

An employee who is eligible may draw up to 15% of the accumulated days on credit in the Bank each year at 70% of their normal rate of pay, providing they cannot meet requirements of Employment Insurance.

(c) Employee Responsibilities

- (i) The Bank will be topped up annually, determined by the previous years use, and shall have a total accumulation not to exceed 350 days.
- (ii) Each eligible employee may be required to deposit up to their first five days of accrued sick benefits each year to the Bank.
- (iii) Any employee who has received benefits from the Bank, and who receives additional benefits for wage loss from any outside source for the same absence, must fully reimburse the Bank for any such benefits.
- (iv) At the request of the Sick Leave Bank Committee, medical certificates will be required.

23.05 Termination

After a period of five (5) years of service, an employee whose employment with the Employer is terminated shall be paid in total for his sick leave pay.

23.06 Family Medical Care

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

- (a) Spouse or common law partner;
Child, step-child, foster child, or children of common law partner;
Parents, step-parents, or foster parents.

OR

- (b) Relatives permanently living with the employee.

An employee, upon approval by his/her department head, may be entitled to use a maximum of five (5) accumulated sick leave days per instance to attend to family medical care. Such approval shall not be unreasonably withheld. The employee shall make every reasonable effort to minimize the leave required.

23.07 Notification of Sick Leave

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

ARTICLE 24 LEAVE OF ABSENCE

24.01 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.

24.02 Bereavement Leave

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

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

24.03 Leave For Union Business

- (a) Where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent. Except as otherwise agreed, requests for such leave shall be in writing to the Chief Administrative Officer or designate at least five (5) days in advance of the commencement of such leave.
- (b) Subject to operational requirements, and upon request to the Employer;
 - (i) up to two (2) representatives of the Union may be allowed leave of absence to perform Union business;
 - (ii) up to four (4) members of the Negotiating Team plus one alternate may be allowed leave of absence to prepare for negotiations.

The Employer shall bill the Union for wage and benefit costs for the absent employee. Requests for such leave shall be in writing to the Chief Administrative Officer or designate at least five (5) days in advance, and such time off shall be taken in minimum four (4) hour increments.

24.04 Sick Leave Credits

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

24.05 Jury or Court Witness Duty

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

24.06 Union Conventions or Seminars

It is agreed that employees will continue to receive their wages and that the Union will be invoiced in advance and pay in advance for the wages paid to the employee by the Employer for the time attending conventions and seminars. Requests for such leave shall be in writing to the Chief Administrative Officer at least five (5) days in advance of the commencement of such leave.

24.07 Pregnancy and Parental Leave

Employees shall be entitled to pregnancy and parental leave as specified under the British Columbia "*Employment Standards Act*" as amended from time to time. The leave provisions of this *Act* shall be extended by the Employer on receipt of a physician's certificate which indicates that such an extension is for medical reasons.

Employees absent on pregnancy or parental leave shall continue to accumulate seniority during the length of leave provided by the British Columbia *Employment Standards Act*.

The Employer agrees to provide to any employee, at their request, a copy of the current British Columbia *Employment Standards Act* provisions regarding pregnancy and parental leave.

Upon request, an employee shall be granted an unpaid leave of absence for a length of time equal to that provided to a birth mother or birth father for Parental/Pregnancy Leave under the British Columbia *Employment Standards Act*, following the adoption of a child. The employee shall furnish proof of adoption.

When both parents are employees of the Employer, the total period of adoption leave to be taken by either or both parents will be equal to that provided to a birth mother or birth father for Parental/Pregnancy Leave under the British Columbia *Employment Standards Act*, following the adoption of a child.

24.08 General Leave

An employee may be entitled to a leave of absence without pay and without loss of seniority when he requests such leave for good and reasonable cause. Such requests and approvals shall be in writing and subject to the approval of the Chief Administrative Officer or his delegate.

ARTICLE 25 PAYMENT OF WAGES AND ALLOWANCES25.01 Salaries and Wages

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

25.02 Pay Days

Pay days shall be on alternate Fridays.

25.03 not applicable

25.04 "Dirty Work" Bonus

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

25.05 Leadhand

- (a) To supervise the work and work crews consisting of himself and two (2) or more other employees on assigned work projects related to water, sewer, drainage, roads, parks, repair, maintenance and construction.
- (b) This does not include an equipment operator who may be directing the loading and/or unloading of trucks.
- (c) A leadhand shall receive ten percent (10%) above his own rate.
- (d) Leadhand provisions do not apply to Schedule "B" employees, Foreman or employees who fill a "Chief" or "Head" position.

25.06 Snow and Ice Conditions

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

25.07 not applicable

25.08 Severance Pay

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

25.09 Certificate Bonus

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

CERTIFICATES		2014		2015		2016	
		JAN 1	JUL 1	JAN 1	JUL 1	JAN 1	JUL 1
Utility Worker							
Water Distribution Level 1	Per hour	0.99	0.99	1.00	1.01	1.03	1.04
Water Distribution Level 2	Per hour	1.10	1.10	1.11	1.12	1.14	1.15
Water Distribution Level 3	Per hour	1.21	1.21	1.22	1.23	1.25	1.26
Waste Water Collection Level 1	Per hour	0.99	0.99	1.00	1.01	1.03	1.04
Waste Water Collection Level 2	Per hour	1.10	1.10	1.11	1.12	1.14	1.15
Waste Water Collection Level 3	Per hour	1.21	1.21	1.22	1.23	1.25	1.26
Chlorine Handlers	Per hour	0.43	0.43	0.43	0.43	0.44	0.44
Waste Water Treatment	Per hour per certificate	0.19	0.19	0.19	0.19	0.19	0.19
Electrician working in the Utilities Department							
Water Distribution or Waste Water Collection	Per hour per certificate	0.67	0.67	0.68	0.69	0.70	0.70
Chlorine Handlers	Per hour	0.43	0.43	0.43	0.43	0.44	0.44
Waste Water Treatment	Per hour per certificate	0.19	0.19	0.19	0.19	0.19	0.19
Chief Electrician							
Water Distribution Level 2 or Waste Water Collection Level 2	Per hour per certificate	0.67	0.67	0.68	0.69	0.70	0.70
Water Distribution Level 3 or Waste Water Collection Level 3	Per hour per certificate	0.67	0.67	0.68	0.69	0.70	0.70
Waste Water Treatment	Per hour per certificate	0.19	0.19	0.19	0.19	0.19	0.19
Utilities Foreman or Electrical Foreman							
Water Distribution Level 3 or Waste Water Collection Level 3	Per hour per certificate	1.21	1.21	1.22	1.23	1.25	1.26
Waste Water Treatment	Per hour per certificate	0.19	0.19	0.19	0.19	0.19	0.19

Electrician/SCADA Technician							
Water Distribution Level 2 or Waste Water Collection Level 2	Per hour per certificate	0.67	0.67	0.68	0.69	0.70	0.70
Water Distribution Level 3 or Waste Water Collection Level 3	Per hour per certificate	0.67	0.67	0.68	0.69	0.70	0.70
Utilities and Electrical Foreman							
Water Distribution Level 3 or Waste Water Collection Level 3	Per hour per certificate	0.67	0.67	0.68	0.69	0.70	0.70
Chlorine Handlers	Per hour	0.43	0.43	0.43	0.43	0.44	0.44
Waste Water Treatment	Per hour per certificate	0.19	0.19	0.19	0.19	0.19	0.19
Treatment Plant Operator							
Waste Water Treatment Level 3 or Level 4	Per hour per certificate	1.21	1.21	1.22	1.23	1.25	1.26
Chief Treatment Plant Operator							
Waste Water Treatment Level 4	Per hour	1.21	1.21	1.22	1.23	1.25	1.26

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

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

25.10 Guards

Police station guards shall be paid eighty (80) hours every two (2) weeks.

25.11 Loader Rate

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

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

25.12 Temporary Transfer - Higher Paying Job

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

25.13 Standby for Utilities and Sewage Treatment Plant Employees

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

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

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

25.14 Students working in the Utilities Department

Students working in the Utilities Department who have a Level 1 Sacramento certificate in Water Distribution or Waste Water Collection will be paid the Utility Base Rate. Students working in the Utilities Department who have completed at least two months of employment with the District will receive the Utility Base Rate upon successfully challenging the District's Utility Base Rate competition.

25.15 Medical Certificate Fees

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

ARTICLE 26 not applicable

ARTICLE 27 JOB CLASSIFICATION AND RECLASSIFICATION

27.01 New Classifications

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

ARTICLE 28 EMPLOYEE BENEFITS

All employees except as otherwise specified in Articles 1.04, 1.05, 1.06, and 1.07 shall receive the Benefits in Article 28 below following three (3) months service.

Cowichan Aquatic Centre part-time employees that were on benefits at the Aquannis Centre will be maintained on benefits as per the North Cowichan Benefit Plan.

28.01 Medical Services Plan and Extended Health Plan

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

28.02 Public Sector Pension Plans Act

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

28.03 Dental Plan

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

- Plan "A" - one hundred percent (100%) plan coverage
- Plan "B" - seventy percent (70%) plan coverage
- Plan "C" - fifty percent (50%) plan coverage to a maximum of \$3,000 (dependent and adult coverage).

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

28.04 Group Life Insurance

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

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

28.05 Workers' Compensation

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

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

28.06 Long Term Disability

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

ARTICLE 29 SAFETY AND HEALTH

29.01 Union-Employer Health and Safety Committee

- (a) A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two (2) Union and two (2) Employers members. The Health and Safety Committee shall hold meetings at least once per month.

- (b) In accordance with the *Workers' Compensation Act*, no employee shall be disciplined for refusal to work on a job, or to operate any equipment, which is unsafe.

ARTICLE 30 TECHNOLOGICAL AND OTHER CHANGES

30.01 No Dismissals

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

30.02 Training Program

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

30.03 Arbitration

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

ARTICLE 31 JOB SECURITY

31.01 Work of Regular Employees

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

31.02 No Loss of Service Due to Contracting Out

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

ARTICLE 32 not applicable

ARTICLE 33 CLOTHING ALLOWANCE

33.01 not applicable

33.02 Foot Wear and Rain Gear

Where an employee works outside and requires rain gear, and/or is required to wear safety footwear which must comply with WorkSafe BC regulations, the Employer shall provide each year to regular, full-time employees, or Casual employees after the completion of 1000 hours of work each year, fifty percent (50%) of the cost of purchase of rain gear, and/or purchase or repair of safety shoes. The Employer's share for either or both items shall be a maximum of two hundred and fifty dollars (\$250) per annum, per such employee, payable only upon submission of a receipt or receipts by such employee.

33.03 Clothing allowance- Cowichan Aquatic Centre

- (a) Shirts and shorts will be provided to on-deck staff.
- (b) Full-Time and Part-Time staff will be provided up to two bathing suits per year.
- (c) Casual staff will be provided up to one bathing suit per year.
- (d) Full-Time and Part-Time on-deck staff will be reimbursed 50% of the cost of one pair of anti-slip footwear per year to a maximum of \$50.

ARTICLE 34 GENERAL CONDITIONS

34.01 Fuller Lake Maintenance Staff

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

34.02 Utility Worker Complement

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

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

ARTICLE 35 PRESENT CONDITIONS AND BENEFITS

35.01 Present Conditions to Continue

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

ARTICLE 36 not applicable

ARTICLE 37 GENERAL

37.01 Plural or Feminine Terms May Apply

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

ARTICLE 38 TERM OF AGREEMENT

38.01 Duration

This Agreement shall be binding and remain in full force and effect from the 1st day of January 2014 to the 31st day of December 2016 and shall continue from year to year thereafter unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

The following rate increases shall apply:

	January 1	July 1
2014	\$0.30/hr	\$0.30/hr
2015	1%	1%
2016	1.5%	0.5%

The wage rate increases will be effective January 1, 2014. All other monetary changes will be effective the date of the signing of this agreement.

38.02 Negotiations

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

38.03 Retroactive Provisions

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

Articles 3, 8, 10, 11, 26, 32 and 36 which appear in the Master Agreement of the Canadian Union of Public Employees, the contents of which do not appear herein, have no effect either by inference or intent on the interpretation or administration of this Collective Agreement.

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

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

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

was hereunto affixed in the presence of



Mayor



President



Corporate Officer



Committee Member