

AGREEMENT

BETWEEN

COMOX VALLEY REGIONAL DISTRICT

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 556**

JANUARY 1, 2019

TO

DECEMBER 31, 2020

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THIS AGREEMENT made and entered into this 16th day of November, 2018.

BETWEEN:

COMOX VALLEY REGIONAL DISTRICT

(hereinafter called the "Employer")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL NO. 556

(hereinafter called the "Union")

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

The terms and conditions as set out in this agreement shall apply to all employees of the Comox Valley Regional District (CVRD) included in the certification issued on the 6th day of January, 1989 by the Labour Relations Board of British Columbia, provided however, that those who, in the opinion of the Labour Relations Board, are:

1. employed for the primary purpose of exercising management functions over other employees; or
2. employed in a confidential capacity in matters relating to labour relations, shall not have this agreement applied to them;

The Union shall be notified of the creation of any new excluded position(s).

ARTICLE 1 - DEFINITIONS

1.01 Full-time employee

"Full-time employee" is an employee who works forty (40) hours per week in schedule "A" or "C" or thirty-five (35) hours per week in schedule "B".

1.02 Part-time employee

"Part-time employee" is an employee who works fewer hours per week than a full-time employee. Part-time employees shall be entitled to all perquisites of the collective agreement, however, part-time employees working fewer than seventeen (17) hours per week in schedule "B" or fewer than twenty (20) hours per week in schedule "A" or "C" shall have the following benefits modified.

- (a) Health and welfare benefits: Medical Services Plan (MSP) only shall be provided and a ten percent (10%) premium in lieu of dental, extended health, group life and long-term disability shall be paid.
- (b) Sick leave shall be earned and taken on a pro-rated basis.
- (c) Seniority shall be accumulated in hours worked.
- (d) Vacation pay shall be pro-rated in accordance with Article 23.01.

In the event that part-time hours in a particular job classification pursuant to schedules "A", "B", "C" reach forty (40) hours per week in schedule "A" or "C", thirty-five (35) hours per week in schedule "B", consecutively over a three (3) month period, the Employer shall post a full-time position.

The Employer agrees that a part-time employee's hours shall not be decreased specifically to avoid implementation of the above provision.

In addition, the use of part-time employees will be discussed by the parties pursuant to Article 9.04.

1.03 Term employee

Term employees shall only be utilized for replacing employees on leave or for work of a specified time not exceeding eighteen (18) months. Terms may be extended by mutual agreement of the parties. Term employees may be employed on a full- or part-time basis.

Term employees will only be used in the event that regular part-time employees are unavailable or not qualified for the term work.

- (a) Benefits – employees will receive an additional ten percent (10%) of regular hourly wages in lieu of benefits. Sick leave entitlement will accrue at one and a half (1.5) days per month for the length of the term employment to a maximum of twenty-seven (27) days over an eighteen (18) month term per employee. Upon satisfactory completion of their probationary period, each employee shall receive a total credit of sick days to match the length of the posted term.
- (b) Vacation – vacation pay shall be pro-rated in accordance with Article 23.01. Term employees have the option of receiving vacation pay on each pay or accruing a vacation bank to be applied when taking time off.
- (c) Secondary seniority as per Article 15.04 applies.

- (d) Seniority shall not apply. If a term employee posts into a regular part-time or full-time position, seniority shall apply from the start of the most recent continuous term of work without a break in service exceeding thirty (30) days.
- (e) Term employees may only accept another term or casual assignment prior to the completion of their current term with mutual agreement between the employee and Employer. Such mutual agreement will not be unreasonably denied.

A full-time or part-time employee who fills a term appointment shall be provided with the provisions of their normal appointment.

1.04 Casual employee

Casual employees will only be utilized for replacing employees on leave or for work of a specified time not exceeding three (3) months unless mutually agreed by the parties. Casual employees may be employed on a full- or part-time basis.

Casual employees will only be used in the event that regular part-time employees are unavailable or not qualified for the casual work.

- (a) Benefits – employees will receive an additional ten percent (10%) of regular hourly wage in lieu of benefits and sick leave.
- (b) Vacation – vacation pay shall be pro-rated in accordance with Article 23.01
- (c) Secondary seniority as per Article 15.04 applies.
- (d) Seniority shall not apply.

A full-time or part-time employee who fills a casual appointment shall be provided with the provisions of their normal appointment.

1.05 Probationary employee

“Probationary employee” is an employee serving an initial period of six (6) calendar months, from the date of hire, to determine suitability for employment as a regular full-time employee. The probationary period for a part-time, regular employee shall be four hundred and eighty (480) hours worked or one (1) year from date of employment, whichever is less, to determine suitability for employment. Such period of time may be extended by written mutual agreement of the parties.

After successful completion of the first three (3) months of the probationary period employees will be entitled to Medical Services Plan (MSP) and shall become members of the Municipal Pension Plan (MPP) benefits pursuant to Articles 27.01(b) and 27.04. Upon successful completion of the six (6) month probationary period employees will be eligible for benefits pursuant to Articles 27.01(a), 27.01(c), 27.02 and 27.03. Benefits will be effective the first of the month following the date that probation was successfully completed.

1.06 Student/work experience employees:

Student/work experience employees are those who are enrolled in a recognized education institution and employed at the CVRD for work experience of a specific nature or duration related to their education program:

- (a) Students/work experience employees shall not perform work of the bargaining unit unless permitted by the Union.
- (b) No students/work experience employees shall be hired while any qualified bargaining unit employee is on lay-off.
- (c) The wage rate shall be seventy percent (70%) of the classified rate. Students /work experience employees, including operators-in-training who are rehired for a second work term will receive eighty-five percent (85%) of the wage rate. However, if the student/work experience employee is qualified, one hundred percent (100%) of the rate shall be paid.
- (d) Should the duties performed by the student/work experience employee not fall completely within the duties of an existing position (e.g. project-based, research) the wage shall be seventy percent (70%) of the pay band 1 rate.
- (e) All students/work experience employees shall become members of the Union.
- (f) The Union shall be notified of all proposals under this article, notice to include name of proposed employee, position, and department.
- (g) Students/work experience employees must be returning to an educational institution on completion of employment.
- (h) The term of employment for a student/work experience employee shall not exceed four (4) months, or longer by mutual agreement, in a twelve (12) month period. Such agreement shall not be unreasonably withheld.

(i) No more than three (3) students/work experience employees per department shall be employed in any twelve (12) month period. These departments are:

- Administration/information systems
- Water
- Solid waste
- Land use planning
- Finance
- Wastewater
- Building inspection
- Parks

(j) Provisions of Article 1.04 (a), (b) and (c) of casual benefits shall apply.

ARTICLE 2 - MANAGEMENT RIGHTS

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

2.02 The Employer will always have the right to hire, discipline, demote, and discharge employees for just and reasonable cause. The selection of staff for the purpose of filling vacancies excluded from the certification shall be entirely a matter for the Employer's decision.

ARTICLE 3 - UNION RECOGNITION

3.01 Bargaining unit

The Comox Valley Regional District or anyone authorized on its behalf recognizes the Canadian Union of Public Employees, Local 556 as the sole collective bargaining agency for its employees classified and covered by this agreement and hereby consents and agrees to negotiate with the Union and any authorized committee thereof, in any and all matters affecting the relationship between the parties to this agreement with the goal of a peaceful and amicable settlement of any differences that may arise between them.

3.02 No employee in the bargaining unit will suffer a lay-off or a reduction in their hours as a result of persons outside the bargaining unit doing their work.

3.03 Right of representation

- (a) The Union or any member shall have the right at any time to have the assistance of representative(s) of the Canadian Union of Public Employees or any other advisor(s) when dealing or negotiating with the Employer upon notifying the Employer's representative responsible for the work area.
- (b) Such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this collective agreement.

3.04 Time off with pay for union officers and committee members

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement. Those functions are the investigation and progressing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the appropriate manager. Such permission shall not be unreasonably withheld. Unless otherwise specifically provided, union activities shall not be pursued during working hours.

3.05 Time off without pay for union officers and members

- (a) Union officers and committee members requesting leave to attend to union business shall be granted a leave of absence without pay subject to the provision of at least one (1) week's notice. Union business in this context is defined as preparation for negotiations and arbitration. Such leave requests shall not be unreasonably denied.
- (b) Union officers and members of the bargaining unit requesting leave to attend union educational courses shall be granted leave of absence without pay subject to the provision of at least two (2) weeks' notice. The courses must have direct relevance to their role within the Union. Such leave requests shall not be unreasonably denied.
- (c) The unit Vice-President, or their alternate, shall receive a maximum of fourteen (14) days' leave per year for participation in events included in (b) above and for the administration of Union affairs, including attendance at union conferences and conventions. In years in which the agreement expires, this maximum shall not exceed fifteen (15) days.
- (d) The Secretary-Treasurer, if an employee of the CVRD, shall receive a maximum of six (6) days' leave per year for participation in events included in (a) and (b) above and for the administration of Union affairs including attendance at union conferences and conventions.

- (e) Members will continue to receive their regular pay and the Employer will invoice the Union for full reimbursement at the employee's regular rate of pay including benefit costs.

3.06 Access to equipment and materials

Union officers and committee members shall be entitled to have access to and use of the Employer's office equipment and materials to carry out their functions under Article 3.04. The Union shall reimburse the Employer for costs incurred within thirty (30) days of receiving the invoice of the Employer.

ARTICLE 4 - NO DISCRIMINATION

4.01 No discrimination

The Employer and the Union agree that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, or any other action by reason of age, race, creed, colour, national origin, relation, political affiliation or activity, sexual orientation, marital or parental status, handicap, nor by reason of their membership or non-membership or activity in the union or any other reason.

- 4.02 Sexual harassment shall be defined as sexually oriented practice that undermines an employee's health or job performance, or endangers an employee's employment status or potential. All personnel have the right to work without sexual harassment. Any complaint alleging sexual harassment will be dealt with as set forth in the grievance procedure provision of this agreement.

- 4.03 All employees have the right to work without harassment. Any complaint alleging harassment will be dealt with as set forth in the grievance procedure.

ARTICLE 5 - UNION SECURITY

5.01 All employees to be members

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

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Deductions

The Employer shall deduct from every employee any monthly dues, initiations or general assessments levied in accordance with the Union constitution and/or by-laws and owing by them to the Union.

6.02 Check-off and remittance

The Employer agrees to the check-off of all union dues, fees and general assessments levied in accordance with the constitution and/or by-laws of the Union. Upon receiving such information from the Union, the Employer shall deduct such dues, fees and general assessments. This total amount shall be forwarded to the Union together with the amendments to the list of the employees from whom such deductions were made. Such deductions shall be remitted to the Union treasurer not later than the fifteenth (15th) day of the following month.

6.03 Dues receipts

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

ARTICLE 7 - NEW EMPLOYEES

7.01 New employees

- (a) The Employer agrees to the Union acquainting new employees with the fact that an agreement between the parties is in effect and presenting that new employee with a copy of the current agreement and the job description for their position. The Employer agrees to notify the Union within two (2) working days of all new appointments.
- (b) The Employer agrees to permit the shop steward up to fifteen (15) minutes with the new employee during the first (1st) week of employment to review the agreement providing this meeting does not unduly affect the operational requirements.

ARTICLE 8 - CORRESPONDENCE AND NOTIFICATION

8.01 Correspondence

Except as otherwise stated in this agreement all correspondence between the parties arising out of this agreement or incidental thereto, shall pass to and from the Executive Manager of Human Resources or the Chief Administrative Officer of the Employer and the Unit Vice-President of the Union with a copy to the Recording Secretary of the Union.

8.02 Notification

The Union shall be notified in writing of all promotions, demotions, lay-offs, transfers, hirings, recalls, resignations, significant changes in duties, retirements, deaths or other terminations of employment within one (1) pay period.

ARTICLE 9 - LABOUR MANAGEMENT RELATIONS/COLLECTIVE BARGAINING

9.01 Representatives

The Employer shall not bargain with or enter into any agreement, written or verbal, with an employee or group of employees in the bargaining unit that conflicts with the terms of this agreement. No employee or group of employees shall undertake to represent the Union at a meeting with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

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

9.02 Collective bargaining

(a) Collective bargaining committee

A Union bargaining committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the names of the Union members of the committee who will attend the meetings.

(b) Meeting of the committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than ten (10) calendar days after the request has been given.

(c) Time off for meeting

Any representative of the Union or the bargaining committee, who is in the employ of the Employer, shall have the right to attend bargaining sessions with the Employer without loss of remuneration.

9.03 Technical information

The Employer shall make available to the Union on request, information required by the Union for the purposes of bargaining such as job classifications, wage rates, pension and welfare plans and other relevant documents which the Employer has readily available, provided always that such information requested relates to employees and classifications within the bargaining unit and is the property of the Employer and that the Employer has a legal right to disseminate it.

9.04 Labour-Management Committee

(a) A Labour-Management Committee shall be established consisting of the Unit Vice-President of the Union, plus two (2) other representatives appointed by the Union; and the Chief Administrative Officer or designate, plus two (2) other representatives appointed by the Employer. Additional representatives may attend at the request of either party. One (1) Employer and one (1) Union representative shall be appointed as co-chairpersons and shall alternate in presiding at meetings.

(b) Function of committee

The committee shall concern itself with the following general matters:

- (i) Considering suggestions to improve relations between the Employer and its employees;
- (ii) Promoting and improving the efficient operation, services and practices of the Employer;

- (iii) Reviewing staff suggestions and answering questions regarding working conditions and service to the public;
 - (iv) Correcting conditions which might cause misunderstandings;
 - (v) Matters of mutual concern.
- (c) The Labour-Management Committee shall meet every second (2nd) month, or more frequently when necessary upon the request of either party.
- (d) Each side shall propose an agenda of items it wishes to discuss at least one (1) week prior to the proposed date of committee meetings.
- (e) Minutes will be recorded and posted in all work locations covered by this agreement.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Grievance procedure

In the event that any difference arises out of the interpretation, application or alleged violation of this agreement, including any question as to whether any matter is arbitrable, such questions or differences shall be finally and conclusively settled without stoppage of normal work in the following manner:

Step 1

Within five (5) working days of the employee becoming aware of the matter the employee shall attempt to resolve the matter with their manager. The manager shall clearly advise the employee as to the result of this action and the reasons why.

The Employer must, in writing, provide any and all related information to the employee that it has available. In the case of a disciplinary grievance, information not provided to the employee in writing at this time cannot be introduced or used by the Employer in any further stage of the grievance procedure.

Step 2

The employee has the right to reduce the matter to writing and with a Union representative, endeavour to settle any difference with their manager within five (5) working days. The manager or their representative shall clearly advise the employee in writing as to the result of this action and the reasons why within five (5) working days. Any related information in the possession of the employee or

the Union that is not provided to the Employer at this stage cannot be introduced or used by the Union in any further stage of the grievance procedure.

Step 3

Where no settlement is affected under Step 2 above, the employee and the Union shall have the right to further grieve in writing and submit the matter to the Chief Administrative Officer of the Employer in a further attempt to resolve the grievance. A request to proceed to Step 3 shall be in writing and shall constitute notice to the Employer. This referral shall take no longer than five (5) working days and the Employer shall respond in writing within an additional five (5) working days.

Step 4

Should any difference fail to be resolved by the Union and the Employer within the ten (10) working days or such longer time as the parties may agree and prior to submission to arbitration, the parties, by mutual agreement, may address these differences through the process of grievance mediation through the Labour Relations Board (LRB). Each party shall pay its own expenses and costs of mediation, and one-half (1/2) the compensation and expenses of the mediator.

Step 5

Should any difference fail to be resolved by the Union and the Employer within the ten (10) working days or such longer time as the parties may agree, and if there was either no mutual agreement to utilize the process of mediation or, the dispute was not settled through the process of mediation, then it shall be submitted to arbitration as set forth in Article 11 of this agreement.

10.02 Extension of time limits

The Union and the Employer may by mutual agreement, in writing, extend the time limits mentioned above, provided such extension is requested prior to the expiry of the time allowed. When the recipient of the grievance fails to respond within the time limits prescribed in this article, the grievance shall advance to the next step in the grievance procedure.

10.03 Policy grievances

Where a dispute involving a question of general application or general interpretation of this agreement occurs or the Employer has a grievance, such grievance may be processed commencing at Step 3 provided the grievance is submitted within fifteen (15) working days from the date the Union became aware of the matter.

A group grievance may be filed at Step 3.

ARTICLE 11 - ARBITRATION

11.01 Composition of board of arbitration

- (a) The party desiring arbitration shall appoint a member for the board and shall notify the other party, in writing, of its appointment and particulars of the matter in dispute.
- (b) The party receiving the notice shall, within five (5) days thereafter, appoint a member for the board and notify the other party, in writing, of its appointment and particulars of the matter in dispute.
- (c) The two (2) arbitrators so appointed shall confer to select a third person to be chairperson and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour to appoint such a third member.

11.02 Board procedure

The arbitration board shall sit, hear the parties, settle the terms of the question to be arbitrated, and make its award.

11.03 Decision of the board

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

11.04 Expenses of the board

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

11.05 Single arbitrator

Notwithstanding the above, the parties may by mutual agreement, refer the dispute to a single arbitrator, with each party paying one-half (1/2) of the cost of such single arbitrator. The single arbitrator shall have the same powers as an arbitration board.

ARTICLE 12 - DISCHARGE AND SUSPENSION

12.01 Employer shall notify Union

The Employer agrees that any matter or recommendation being dealt with by the Employer which may result in Union members being subjected to loss of employment with the Employer, shall be communicated to the Union so as to afford the Union a reasonable opportunity of considering such matters for the purpose of submitting written reasons or views on the matter in question.

12.02 Suspension and discharge

- (a) An employee may be suspended or discharged for just and reasonable cause. Such employee and the Union shall be advised promptly in writing by the manager of the reason for such suspension or discharge.
- (b) An employee considered by the Union to be wrongfully suspended or discharged shall be entitled to a hearing under the grievance procedure commencing at Step 3.

12.03 Reinstatement

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated to their former position, without loss of seniority, rating, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period of such suspension or discharge, or by any other arrangement as to compensation as directed as a result of arbitration.

12.04 Demotion as discipline

Demotion shall not be used as a disciplinary measure.

ARTICLE 13 - PICKET LINES

13.01 Legal picket lines

No employee will be required to enter any building or property where a picket line is in evidence when such picket line is established under either the Statutes of the Province of British Columbia or the Statutes of Canada excepting for the purpose of maintaining essential services in the cases of emergencies when required by the Employer and their local union.

13.02 Loss of wages – picket lines

It is understood and agreed that hours or part of an hour lost by an employee by not crossing a picket line shall be deducted from their wages at the hourly basic rate.

13.03 Political action

- (a) No employee shall be disciplined for participation in any action(s) called for by the Canadian Labour Congress (CLC), CUPE, or by the BC division of CUPE, and supported by the local Union. This does not indicate the Employer's support for such action(s). Time spent away from work by an employee shall not be paid and such non-payment shall not be considered disciplinary. The Employer will invoice the Union for the costs of benefits.
- (b) The Union agrees that contemplated action shall be discussed with the Employer prior to the action(s) taking place, and that the Union agrees to perform those essential services which are necessary to protect the health of the citizens.

ARTICLE 14 - PERSONNEL RECORDS

14.01 Personnel records

An employee shall have the right to have access to and review their personnel record. Such access will be granted within a reasonable period upon receipt of a written request. Such access will be allowed only while in the presence of a member of management.

Any disagreement as to the accuracy of the information contained in the file may be the subject of the grievance procedure and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record may be introduced as evidence in any hearing, of which the employee was not aware at the time of the filing of such evidence.

An employee shall be given a copy of all material in their personnel record and shall initial each page in the file for which a copy has been obtained.

ARTICLE 15 - SENIORITY

15.01 Definition

Seniority is defined as length of service with the Employer from the most recent date of hire. Subject to qualification, seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the work force, and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide basis.

15.02 Seniority list

- (a) The Employer shall maintain a seniority list showing the current classification and 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 and July of each year.
- (b) Where two (2) or more employees have the same seniority date, the employee with the earliest date of application for employment shall be the most senior.

15.03 Loss of seniority

An employee shall not lose seniority if they are absent from work because of illness, disability, accident, lay-off, or leave, all of which are to be approved by the Employer. An employee shall only lose their seniority in the event:

- (a) They are discharged and are not reinstated.
- (b) They resign in writing.
- (c) They fail to return to work within fifteen (15) working days following a recall pursuant to Article 18.03 (e).
- (d) They are laid off for a period longer than twelve (12) months.

15.04 Secondary seniority for casuals and term employees

The Employer shall maintain a secondary seniority list. Term and casual employees' seniority shall be based on actual hours worked.

Subject to qualifications, the Employer shall offer casual and term work to the most senior casual or term employee.

Loss of Seniority (Article 15.03) applies.

ARTICLE 16 - TRANSFERS OUTSIDE BARGAINING UNIT

16.01 Transfers outside bargaining unit

No employee shall be transferred to a position outside the bargaining unit without their consent. It is understood and agreed that an employee who consents to transfer for any reason to a position they know to be outside the bargaining unit shall not then initiate proceedings to have that position included in the bargaining unit.

Employees who are transferred to a permanent position outside the bargaining unit shall continue to accumulate seniority for a period of only three (3) months, but during this time they cannot maintain their membership in the Union. If the employee reverts back to a position in the bargaining unit, they will be required to pay a maximum of three (3) months' union dues for the period of exclusion.

After the above-mentioned three (3) month period, employees shall lose all their seniority rights.

ARTICLE 17 - PROMOTIONS, STAFF CHANGES, AND VACANCIES

17.01 Job postings

When a new position is created, or when a vacancy of a temporary or permanent nature occurs, the Employer shall notify the Union in writing and post notice of the position in all shops, on all bulletin boards for a minimum of ten (10) working days in order that all members will know about the position and be able to make written application therefore. Such notice shall contain the following information:

A job description, required knowledge and education, skills, shift and wage or salary range or rate.

Such requirements and qualifications shall be those necessary to perform the job function in accordance with the job description.

A casual/term appointment of less than three (3) months shall not be subject to the ten (10) day posting requirement, however all employees shall be notified of the position and shall have the first opportunity to fill the vacancy pursuant to Article 17.02.

The minimum posting period may be reduced upon mutual agreement of the parties.

17.02 Method of making appointment

In making promotions and transfers, the required qualifications and skills for the position shall be the primary consideration and where two (2) or more internal applicants are equally capable of fulfilling the duties of the position, seniority as defined in this Agreement shall be the determining factor.

17.03 Outside advertising

In cases where the Employer chooses to simultaneously advertise and post a vacancy, the Employer will review the decision with the Union prior to the selection being made.

If there is no successful applicant from within the bargaining unit, the Employer may fill the position from outside the bargaining unit.

17.04 Trial period

- (a) In the event an employee is promoted or transferred to another position, they shall be considered to be on trial for a period of not more than thirty (30) working days and shall be paid at a salary rate for that position. The trial period may be decreased by mutual agreement between the employee and the Employer.
- (b) Should the employee be unable to satisfy the requirements of the position, or does not want that position then they shall be returned to their former position at the salary they previously earned in the former position, plus any increments to which they would have otherwise been entitled had they not been promoted, transferred or selected to fill a job vacancy. In the event an employee is returned to their former position, all other employees who changed job positions shall also move back to their former job positions and salary scales which they occupied previously.

17.05 Notification to employee

Each applicant shall be notified within seven (7) days of the decision being made whether they were successful or not in their application for the job.

ARTICLE 18 - LAY-OFFS AND RECALLS

18.01 Definition of lay-off

A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this agreement.

18.02 Role of seniority in lay-offs

- (a) In the event of a lay-off, employees shall be laid off in the reverse order of their seniority in the classification affected.
- (b) After receiving notice of lay-off an employee may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. The right to bump shall include the right to bump up.
- (c) Bumping shall be conducted in the following manner:
 - (i) First within the department where the lay-off took place;
 - (ii) Then within the bargaining unit as a whole.
- (d) An employee must exercise their right to bump before the lay-off date takes place, and shall therefore notify the Employer of their intention to bump within five (5) working days of lay-off notice. Within a further five (5) working days, the employee shall notify the Employer of the position to which the employee wishes to bump.
- (e) A part-time employee may only bump a part-time or casual/term employee, except a part-time employee may bump a full-time employee within the same department.

18.03 Recall procedure

- (a) Employees shall be recalled in the order of their seniority provided the employee is qualified to perform the work.
- (b) Should an employee who elects to bump in accordance with Article 18.02, or who has been recalled, prove unable to satisfactorily perform the duties of the new position, they shall be laid off and placed on the recall list, and any employee(s) who was/were originally displaced shall have the right to return to their former position and pay rate.
- (c) In no event shall any employee be permitted to bump a second time as a result of the same lay-off.

- (d) Employees laid off under Article 18 shall be placed on the recall list in seniority order for a period not to exceed twelve (12) consecutive months.
- (e) It shall be the responsibility of laid off employees on the recall list to maintain their current telephone number and postal address with the Employer's human resources department. When filling vacancies and before offering employment to new employees, the Employer shall attempt to contact laid off employees on the recall list. 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 ten (10) working days from the postal registration date, or should the employee either not accept the recall, or fail to report on the date and time required, the employee shall lose all rights to recall unless extenuating circumstances beyond the control of the employee, make it impossible to report.
- (f) Employees shall have the right to refuse two (2) recalls to employment during their twelve (12) month recall period before losing their recall rights.
- (g) Employees who have been laid off may refuse a recall to employment known to be of a duration of five (5) working days or less. Such refusal will not count as a formal refusal for purposes of Article 18.03 (f).
- (h) The requirement to give notice of layoff will be waived if a laid off employee accepts a recall to employment with a known end date, where such employment does not exceed four (4) consecutive months.
- (i) Employees laid off under Article 18.03 (h) shall be placed on the recall list for a period not to exceed twelve (12) consecutive months from the last date of active employment.
- (j) Should lay-offs occur in a department, student/work experience employees of that department will be laid off prior to the laying off of permanent full-time or permanent part-time employees in that department.
- (k) A laid off employee who meets the criteria for student/work experience employment may fill a student/work experience position. A laid off employee filling a student/work experience position will be paid at the normal student/work experience rate of pay.

18.04 New employees

New employees shall not be hired until any employees who are laid off have been given an opportunity to be recalled to work which they are qualified to perform.

18.05 Advance notice of lay-off

The Employer shall notify employees who are to be laid off, thirty (30) calendar days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days for which work was not made available.

18.06 Notice of resignation or retirement

- (a) Employees planning to resign from the employ of the Employer shall make every attempt to give the Employer thirty (30) days' notice.
- (b) Employees planning to retire shall attempt to give the Employer three (3) months' notice.

18.07 Benefits on lay-off

In the event of a full-time or part-time position employee being temporarily laid off, the Employer will continue to pay on behalf of such employee, its share of the monthly contributions under the medical services contract and the group insurance contract while such employee is absent, and further, such payment will continue for a period of three (3) months immediately following the date of lay-off provided in all cases, the employee shall likewise continue the employee contributions under that said contract.

In the event an employee on lay-off is employed by another Employer who is providing health and welfare benefits of a comparable level, this clause shall not apply.

18.08 Severance pay

An employee who receives a lay-off notice may elect, within five (5) days of receipt of such notice, to waive their rights to bumping and recall and accept severance pay. Severance pay will consist of one (1) week's pay for each year of service calculated from the employee's last date of hire including continuous service as a term, casual or part-time employee. A lay-off does not break service. Employees may elect to receive said monies in a lump sum payment or through regular pay periods until the sum is exhausted. Should the employee elect to receive the monies through regular pay it will be on condition that:

- (a) the Employer incurs no additional cost,
- (b) the employee will no longer be eligible to participate in the benefit plan.

It is understood that with the acceptance of severance pay the employee irrevocably severs their employment relationship with the Employer.

ARTICLE 19 - HOURS OF WORK

Full-time employees will fall into one of two groups; those who are employed to work thirty-five (35) hours per week and those who are employed to work forty (40) hours per week.

19.01 35 hours per week employees

Hours of work for thirty-five (35) hours per week employees will be seven (7) hours per day, from Monday to Friday, normally between 7:30 am and 5:00 pm.

(a) Breaks

Employees will receive two paid fifteen (15) minutes breaks and one unpaid one (1) hour lunch break at times that are mutually agreed upon. One (1) break shall be taken in both the first and second half of their shift.

Part-time employees working a shift of less than four (4) hours but more than two (2) hours shall be entitled to one (1) paid fifteen (15) minute rest break.

(b) Flexible Work Schedule for thirty-five (35) hours per week employees

Provided that the operational requirements are met, the manager and full-time employee(s) may, on an individual basis, agree to a flexible work schedule, based on the following:

- (i) Work schedules will be based on an average of seventy (70) hours biweekly.
- (ii) Such hours per day to be worked consecutively broken only by two (2) fifteen (15) minute breaks and at least one-half (1/2) hour but not more than one (1) hour lunch break.
- (iii) Such schedule is exempt from overtime unless hours worked exceed seventy (70) hours bi-weekly or if work is scheduled on one of the holidays listed in Article 22.01.
- (iv) Where operational requirements permit, staggered starting times will be permitted.
- (v) It is understood that flexible work schedules shall result in no additional cost to the Employer.

Where operational requirements limit the number of employees who are able to participate in the flexible work schedule program, employees will be advised in writing of the reasons for denying their requests. Participation in the program will be shared amongst the employees on a rotational basis.

(c) Change to schedule

Employees must be provided with one (1) month's notice should it be necessary to change their work schedule.

Employees may request a change to their work schedule with two (2) weeks' notice. Approval may be given if it does not adversely affect operations.

The period of notice may be waived if both the employee and the manager agree.

19.02 40 hours per week employees

(a) Hours of work for forty (40) hour per week employees will be eight (8) hours per day five (5) days per week, or ten (10) hours per day, four (4) days a week, between 7 a.m. and 7 p.m.

(i) Regular full-time employees working eight (8) hour days shall have their weekly shifts arranged to ensure two (2) consecutive days off each week after five (5) consecutive days worked.

(ii) Regular full-time employees working ten (10) hour days shall have their weekly shifts arranged to ensure three (3) consecutive days off each week after four (4) consecutive days worked.

(iii) Employees who are regularly scheduled to work Mondays to Fridays may have their schedules changed to Monday to Saturday. In such a situation, employees will work the Saturday on a rotation basis and shall receive one (1) additional hour's pay at straight time for each Saturday worked. Employees working the above must receive two (2) consecutive days off.

(b) Breaks

(i) Eight (8) hour per day employees will receive two (2) paid fifteen (15) minute breaks and one (1) unpaid half hour (1/2) lunch break at times that are mutually agreed upon. One (1) break shall be taken in both the first and second half of their shift.

(ii) Effective January 1, 2020, the following provision applied to all ten (10) hour per day employees. Ten (10) hour per day employees will receive two (2) paid fifteen (15) minute breaks and one (1) unpaid half hour

(1/2) lunch break at times that are mutually agreed upon. One (1) break shall be taken in both the first and second half of their shift. Prior to January 1, 2020, Article 19.02(b)(ii) applies in its entirety to forty (40) hours per week employees.

(iii) Part-time employees working a shift of less than four (4) hours but more than two (2) hours shall be entitled to one (1) fifteen (15) minute rest break.

(c) Changes to schedule

Employees must be provided with one (1) month's notice should it be necessary to change their work schedule.

Employees may request a change to their work schedule with two (2) weeks' notice. Approval may be given if it does not adversely affect operations.

The period of notice may be waived if both the employee and the manager agree.

ARTICLE 20 - OVERTIME

20.01 Overtime defined

All time worked before or after the regular daily hours, the regular weekly hours or on a paid holiday as provided in Article 23 shall be considered overtime.

All time worked during scheduled lunch time where an alternate lunch time cannot be re-scheduled, shall be considered overtime.

Overtime shall be paid at the rate of time and one-half (1-1/2x) for the first three (3) hours and double time (2x) thereafter.

20.02 Overtime authorized

All overtime shall be at the authority of the manager, senior operator or supervisor who has been delegated the responsibility to authorize overtime.

In the event of absence of the manager, senior operator or supervisor and providing the overtime is necessary to complete a current assignment and it is attached to the end of an employee's shift, an employee may work such overtime at their discretion.

In any event, no overtime worked at the employee's discretion shall be longer than three (3) hours.

20.03 Turn-around time

An employee required to start a new shift within twelve (12) hours of completing their previous shift excluding overtime shall be paid at the rate of time and one-half (1-1/2x) for all hours which fall within the twelve (12) hour turn-around time.

20.04 Sharing of overtime

Overtime and call-back time shall be divided equally among employees who are willing and qualified to perform the required work. Those employees on call shall have the first opportunity to work overtime and call-back time if they are so qualified to perform the work.

20.05 Minimum overtime

No employee(s) shall be required to work overtime against their wishes when other employees who are qualified to do the work are available to perform the required work. In the event that no employees are willing to work overtime, the least senior employee qualified to do the work and who is present at the worksite will be required to do so.

20.06 No lay-off to compensate for overtime

An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

20.07 Call-back pay guarantee

An employee who is called in and/or required to work outside their regular working hours shall be paid for a minimum of two (2) hours at overtime rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to perform.

20.08 Payment of overtime

Overtime shall be paid not later than the last pay period in any month.

However, an employee may elect to accumulate overtime and receive time off at the overtime rate at a time mutually agreed to between the Employer and employee. In this case, the maximum accumulated hours at the overtime rate shall not exceed the employee's normal work week in hours. Time off shall be paid at the rate in effect when the overtime is worked.

20.09 Pre-arranged overtime

An employee required to attend Employer meetings or functions after regular working hours shall be paid at the applicable overtime rate for the time they leave their home until they return home. If the employee is not returning directly home, a fair estimate of time shall be made for the return home and included in the overtime hours. The minimum hours paid for each such meeting or function is three (3) hours.

20.10 Payment for or supply of meals

An employee required to work more than three (3) hours continuous overtime shall be provided with a meal or an allowance of twelve dollars (\$12.00) by the Employer. Any meal break shall be on the employee's own time (i.e. unpaid).

An additional meal allowance will be allowed for each additional three (3) hours continuous overtime.

20.11 Call-out list

- (a) When an employee is advised that they are "on call", that is, immediately available by telephone contact, radio or paging device, they shall be paid in accordance with the following schedule:

For each eight (8) hours of standby – one (1) hour pay.

For holidays listed in Article 22.01 – four (4) hours per day plus one (1) day in lieu for each holiday on call.

Employees called out shall be paid for a minimum of two (2) hours. Any other call-outs which occur during a two (2) hour call-out shall be considered an extension of the same call. Call-outs which occur after the two (2) hour period shall constitute a new call-out.

"On call" duty shall be equally divided amongst the employees qualified to perform the work. Employees shall have the right to trade "on call" duty with other qualified employees provided they notify their supervisor of the change.

- (b) "On call" and "call-out" hours may be banked under Article 20.08.

ARTICLE 21 - SHIFT WORK

21.01 There will be no shift work.

ARTICLE 22 - PAID HOLIDAYS

22.01 Employees shall be entitled to the following holidays with pay. For casual/term and part-time employees pay for statutory holidays shall be calculated on a pro-rated basis averaged on the total hours worked over the last thirty (30) calendar days.

| | |
|----------------|------------------|
| New Year's Day | B.C. Day |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

In addition to the foregoing, employees shall be entitled to any further days as proclaimed by the federal, provincial or municipal governments.

22.02 Paid holidays on scheduled day off

- (a) When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive one (1) day's pay or one (1) other day off with pay at a time mutually agreed by the Employer and employee.
- (b) Where any holiday occurs on a Saturday or Sunday, and that day is not a regularly scheduled work day, the next available regularly scheduled work day shall be declared a holiday in lieu of.

22.03 Employees working holidays shall have the option of being paid or taking time off in lieu, such time to be agreed to by the Employer.

22.04 Pay for regularly scheduled work on a paid holiday

An employee who is scheduled to work or called in shall be paid at the rate of time and one-half (1-1/2x) plus one (1) other day off with pay, in lieu of holiday pay. In the case of Christmas or New Year's Day, the rate of pay shall be double time (2x) plus one (1) other day off with pay. The day designated as a day in lieu shall be taken within ninety (90) days following the holiday for which the day in lieu is being taken at a time mutually agreeable to the employee and the Employer. In the event a date is not mutually agreed upon the employee shall be paid out.

ARTICLE 23 - VACATIONS

23.01 Annual vacation entitlement

Annual vacation entitlement shall be as follows:

| Years of Service | Vacation Entitlement | Percentage of Regular Pay |
|---|--------------------------------|--------------------------------------|
| Up to one (1) year (1) | Pro-rated on fifteen days (15) | Six percent (6%) |
| After one up to four years (1-4) | Fifteen days (15) | Six percent (6%) |
| After four up to ten years (4-10) | Twenty days (20) | Eight percent (8%) |
| After ten up to fifteen years (10-15) | Twenty-five days (25) | Ten percent (10%) |
| After fifteen up to twenty years (15-20) | Thirty days (30) | Twelve percent (12%) |
| After completion of twenty years (20) | Thirty-five days (35) | Fourteen percent (14%) |
| After completion of twenty-one years (21) | Thirty-six days (36) | Fourteen point four percent (14.4%) |
| After completion of twenty-two years (22) | Thirty-seven days (37) | Fourteen point eight percent (14.8%) |
| After completion of twenty-three years (23) | Thirty-eight days (38) | Fifteen point two percent (15.2%) |
| After completion of twenty-four years (24) | Thirty-nine days (39) | Fifteen point six percent (15.6%) |
| After completion of twenty-five years (25) | Forty days (40) | Sixteen percent (16%) |

*A week is defined as the number of hours worked in a regularly scheduled work week.

23.02 Banking of vacation credits

- (a) Upon approval of a written request, the employee with up to four (4) years service shall be entitled to carry over a maximum of one (1) week* of annual vacation and after completion of four (4) years service and thereafter may carry over a maximum of two (2) weeks* of annual vacation.

- (b) Employees who are within five (5) years of being eligible for retirement with unreduced pension may bank a portion of their annual vacation allotment, for a maximum of eight (8) weeks*, for future use towards early retirement. Once banked, the time may not be withdrawn to be used as vacation. When the time is drawn from the bank, the money will be paid out at the rate it was earned.

*A week is defined as the number of hours worked in a regularly scheduled work week.

23.03 Statutory holidays

Where a statutory holiday, as provided in Article 23, occurs while an employee is taking annual vacation, the employee shall be granted one (1) extra day off with pay in lieu of each such holiday.

23.04 Workers' compensation

Any time lost while the employee is receiving workers' compensation benefits as a result of an accident while in the employ of the Employer shall be included as though they were days worked for the purpose of calculating annual vacation entitlement.

23.05 Vacation pay on termination

Vacation entitlement is credited at the beginning of the vacation year. If an employee is terminating employment part way in the year then the employee shall reimburse the Employer for unearned vacation that has been taken.

An employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

23.06 Schedule of vacations

Employees shall submit requests for the majority of their annual vacation allotment to their manager by March 1st of each year. Conflicts for dates shall be resolved on the basis of seniority for vacation requests that are submitted by March 1. However, seniority will only apply for vacation requests of three (3) weeks or less for the period between June 30th and Labour Day.

Requests for all outstanding vacation must be submitted by June 30 and will be approved on a first-asked, first-given basis.

Once a vacation request has been approved, changes cannot be made without the consent of the affected employee.

The vacation schedule, as approved by the managers, will be posted by April 1st of each year. Requests for amendment to the approved vacation schedule will be permitted by mutual agreement between the employee and the manager where the schedule permits. Such requests will not be allowed to displace previously approved requests.

23.07 Illness prior to vacation

Should an employee become sick or injured prior to a scheduled vacation, they are entitled, upon presentation of a medical certificate, to cancel the vacation and go on sick leave. The unused vacation time shall be rescheduled for use as per Article 23.

ARTICLE 24 - SICK LEAVE

24.01 Each employee shall commence employment with a credit of three (3) weeks of sick leave and upon satisfactory completion of their probationary period each employee shall receive a credit of an additional twenty-three (23) weeks of sick leave. The maximum amount of sick leave credit which can be accumulated at any one (1) time shall be twenty-six (26) weeks.

A week is defined as the number of hours worked in a regularly scheduled work week.

24.02 Sick leave credits are accumulated at the rate of one and one-half (1-1/2) days per month, to the maximum accumulation of twenty-six (26) weeks as set forth in Article 24.01.

24.03 Sick leave status

(a) Employees who are on sick leave for a period in excess of three (3) days may be required to provide the Employer with a status report from a medical practitioner regarding their condition and expected date of return to work.

In the event the leave exceeds ten (10) working days and the employee's condition changes or the expected date of return to work is still unknown, the employee shall provide the Employer with a status report from a medical practitioner. The employee will continue to report every ten (10) working days until a reasonably accurate return to work date is established.

- (b) Employees will be reimbursed to a maximum of fifty dollars (\$50.00) upon the production of receipts where medical status reports are required by the Employer.
- (c) Where the employee is under a WorkSafe BC claim and a medical status report is required to return to work, the Employer will pay one hundred percent (100%) of the cost.

24.04 An employee shall be required to report in, by telephone, to their manager unless specifically instructed otherwise prior to the commencement of the shift, but not later than their first normal one-half (1/2) hour of work, to report sickness, unless the expected total period of absence has already been made known to the Employer.

24.05 Leave for medical and dental appointments for employees shall be considered sick leave.

24.06 A long term disability plan is to be provided and shall be indexed to the salary increases on the pay grade. The long term disability plan will have a six (6) month waiting period.

All premiums will be paid by the Employer.

ARTICLE 25 - LEAVE OF ABSENCE

25.01 Compassionate leave

An employee may be granted compassionate leave with pay up to a period of three (3) days per calendar year. Compassionate leave will be considered appropriate in sudden, urgent, usually unexpected occurrences or occasions requiring immediate action.

Compassionate leave may also be considered appropriate for an employee to attend a funeral as a mourner or pallbearer.

25.02 Paid jury or court witness duty

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

required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

25.03 Maternity leave and parental leave

The Employer will grant maternity and parental leave without pay, in accordance with the *Employment Standards Act*.

25.04 General leave

The Employer may grant leave of absence for a period of up to one (1) year without pay and without loss of existing seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such leave of absence shall not be unreasonably denied.

25.05 Employee development

The Employer is committed to promotion from within wherever possible and to provide a working environment where all employees have the opportunity to develop their skills and abilities. Individuals are encouraged to maximize their potential through utilization of training and/or educational opportunities.

(a) Education assistance

To encourage employee development, the Employer will financially assist individuals who take pre-approved educational courses that are relevant to the Employer's operations. This assistance is as follows:

- (i) The Employer will pay one hundred percent (100%) of course costs upon registration.
- (ii) If the employee fails to complete the course successfully, they will reimburse the Employer fifty percent (50%) of the costs.

Course costs include tuition and required text books.

- (b) An employee may be granted a leave of absence with pay to a maximum of five (5) working days per year, without loss of seniority and benefits, to upgrade their current employment qualifications and to write examinations.
- (c) Employees who attend Employer-paid training or education are not eligible for overtime related to travel or for course hours in excess of the regular hours of work.

25.06 Bereavement leave

Bereavement leave to a maximum of four (4) days, provided in increments equivalent to not less than one-half (1/2) of their regular work day, with pay shall be granted in the event of a death within the immediate family. "Immediate family" being defined as the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, grandparents and grandchildren, foster parent/legal guardian.

For bereavement leave, other than outlined above, Article 25.01 may apply.

25.07 Family responsibility leave

In the case of illness of an immediate family member, as defined in Article 25.06, the employee shall be entitled, after notifying their manager, to use up to a maximum of four (4) days per calendar year paid leave for this purpose. The Employer may request a certificate of a medical practitioner for absences in excess of two (2) consecutive days. An additional five (5) days of unpaid leave may be granted.

25.08 Extended leave for union business

The Employer will grant leave of absence without pay to employees who are appointed or elected to union office for a period of up to and including one (1) year. Further leave of absence may be granted by mutual consent. The employee who obtains this leave of absence shall return to their Employer within forty (40) days after completion of their term of employment with the Union and shall give the Employer not less than thirty-one (31) days' notice of the intention to return to work for the Employer.

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

26.01 Payment of wages

Employees shall be paid every second Friday by direct deposit.

26.02 Wage schedule

It is mutually agreed that the wage rates as outlined in schedules "A" and "B" and "C" attached hereto and forming part of this agreement constitutes the wage rates which shall be paid to employees of the Comox Valley Regional District.

26.03 Pay on temporary transfer to a higher classification

When an employee is directed by their manager to perform the duties of any position with a higher rate of pay for any reason, they shall receive increased pay for the period so worked at the minimum rate of pay for the superior position, provided that such minimum is greater than already received and provided further that if an employee works for four (4) hours or more in a day at a higher classification, they will receive the higher rate for the day.

26.04 Rates for charge hands

A charge hand is one who, over and above their regular work, supervises other employees.

Where a charge hand is required by statute or by law, or when designated by the Employer, a charge hand shall receive ten percent (10%) above their regular rate.

26.05 Professional fees and licenses

- (a) Where a job description requires membership or association dues, the Employer shall pay such membership or association dues for an employee required to hold such membership.
- (b) Where a medical examination is required to maintain a professional driver's or other license, the Employer shall pay such fees as required, unless the medical coverage for the employee pays such fees.

26.06 Legal fees

The Employer shall pay all legal and court costs as well as judgment costs, if any, for any action or other proceeding other than a criminal action initiated against an employee by virtue of the performance of their duties.

26.07 Travel expenses

Wherever an employee is requested by management to use their personal vehicle, they shall be paid the present rate per kilometer paid to the Board of Directors of the Comox Valley Regional District as per the CVRD staff travel policy.

26.08 Per diem rates

- (a) Meals, and other related expenses shall be in accordance with the CVRD staff travel policy.
- (b) Hotel lodging expense at reasonable accommodation rates will be paid in full upon submission of receipts.

ARTICLE 27 - BENEFITS

27.01 Group programs

The Employer agrees to pay the percentage of the premiums indicated for the following group benefits. There will be no changes to the levels of coverage in the group programs without the agreement of the Union. This includes the extended health care plan, the medical services plan, the dental plan, the orthodontic plan, the group life insurance and the accidental death and dismemberment plan.

Notwithstanding the above, nothing in this clause obligates the Employer to maintain benefits provided under MSP that the government of British Columbia has changed.

The listed paramedical practitioners are restored and leveled to a maximum of seven hundred and fifty dollars (\$750.00) per year, per insured person, for each category of practitioner.

- (a) Extended health care plan – one hundred percent (100%) of the monthly premium.

Vision care benefits, including eye examinations, will be seven hundred and fifty dollars (\$750.00) per twenty-four (24) month period per employee and five hundred dollars (\$500.00) per twenty-four (24) month period per family member.

Vision care benefit entitlements may be banked to a maximum amount of three thousand dollars (\$3,000.00) to fund laser eye surgery.

- (b) Medical Services Plan – one hundred percent (100%) of the monthly premium.
- (c) Dental care benefits plan (one hundred percent [100%] of coverage of basic dental services and one hundred percent [100%] of the major dental services) - one hundred percent (100%) of monthly premium.

Orthodontic coverage shall be provided to employees and dependents at fifty percent (50%) coverage to a lifetime maximum of three thousand five hundred dollars (\$3,500.00) per employee or dependent.

Hearing Aid coverage shall be provided to employees to a maximum of eight hundred dollars (\$800.00) every five calendar (5) years.

Orthotics coverage shall be provided to employees to a maximum of five hundred dollars (\$500.00) per calendar year.

27.02 Group life insurance

The Employer agrees to pay one hundred percent (100%) of the monthly premiums for life insurance and accidental death and dismemberment insurance.

Accidental death and dismemberment insurance shall provide coverage in the amount of one and one-half times (1-1/2x) the employee's annual salary.

Life insurance shall provide coverage in the amount of two times (2x) the employee's annual salary.

27.03 Employee benefit statement

Benefit statements outlining the benefits received and their cost, including sick leave and vacation credits, group life insurance, extended health and dental insurance, and pension will be issued by the Employer each pay period.

27.04 Municipal Pension Plan

All employees shall be covered by the terms of the *Public Sector Pension Plans Act (1999)*.

27.05 Supplementation of compensation award

- (a) Employees absent from duty due to injuries received while on duty shall receive full pay during such absence for a period not exceeding twelve (12) months for any one (1) accident, provided however that monies received from WorkSafe BC shall be remitted to the Employer during that period. "full pay" means the employees' normal gross pay, (including premiums, extra pay, supplements or stand-by pay), less normal deductions.

- (b) Should any compensable accident be of a longer duration than twelve (12) months, any employee covered by this agreement who is unable to attend work because of a disability resulting from an accident at work shall have their total MSP and group insurance payments paid by the Employer until said employee returns to work for the Employer or until judged medically unfit to resume their present occupation.
- (c) In the event of a permanent employee being temporarily laid off, the Employer will continue to pay on behalf of such employee, its share of the monthly contributions under the medical services contract and the group insurance contract while such employee is absent, and further, such payment will continue for a period of three (3) months immediately following the date of lay-off provided in all cases, the employee shall likewise continue the employee contributions under that said contract.

ARTICLE 28 - HEALTH AND SAFETY

28.01 Safety committee

The parties agree that they are bound by the *Workers Compensation Act* and the Occupational Health and Safety (OHS) Regulations in effect pursuant to the Act.

Management and the Union shall appoint members in accordance with these regulations.

28.02 No employee shall be disciplined for refusal to work on a job, or handle equipment, which is unsafe in accordance with WorkSafe BC.

28.03 Time spent by members of the Safety Committee in the course of their duties shall be considered as time worked, and shall be paid for in accordance with the terms of this Agreement.

ARTICLE 29 - CONTRACTING OUT

29.01 The Employer agrees that no employee will be laid off or suffer a reduction in their hours as a result of contracting out work or service.

ARTICLE 30 - GENERAL CONDITIONS

30.01 Technological change

- (a) The Employer will discuss proposed technological changes with the Union and will give sufficient notice to allow the employee(s) affected to train to perform the duties required by the change.
- (b) No employee shall suffer a reduction in their wage rate or hours as a result of technological change, providing the employee avails themselves of the training opportunities.

30.02 Bulletin boards

The Employer shall provide space on bulletin boards and such bulletin boards shall be placed so that all employees have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

30.03 Present conditions to continue

All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess shall continue, insofar as they are consistent with this agreement, unless modified by mutual agreement between the Employer and the Union.

30.04 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall ensure that a copy of the Agreement is available on the CVRD website.

30.05 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 requires.

30.06 Clothing

The Employer will provide personal protective clothing and equipment required by WorkSafe BC including coveralls and rainwear. At the end of each shift the equipment provided shall be stored in lockers at the workplace, or in the case of employees who are on-call, in the on-call vehicle. The Employer further agrees to replace said clothing and equipment as required provided that used clothing and equipment to be replaced is turned in to the Employer prior to the issuance of new clothing or equipment. Clothing and equipment shall remain the property of the Employer.

30.07 Union meetings

It is agreed that the Employer shall allow the Union the use of the Comox Valley Regional District board room for union meetings, provided:

- (a) the board room is not required for Employer purposes;
- (b) those persons using the board room on behalf of the Union are doing so in conjunction with matters relating to the Employer;
- (c) the Union shall pay rent of one dollar (\$1.00) for each meeting held by the Union.

30.08 Special placement

- (a) When operational requirements permit, an employee who is disabled or infirmed, and as a result is permanently unable to perform their normal job duties, may through mutual agreement of the parties on an individual case-by-case basis, be permitted to bump into a position such disabled or infirmed employee has the present qualifications, experience, skill and ability to perform, provided such position is occupied by a junior employee and provided further that no upward bumping shall be permitted under this article.
- (b) Employees receiving special placement under this article shall be paid the rate for the job into which they bump.

30.09 Emergency measures procedures

In the event that a "state of emergency" is declared within the Comox Valley, it is understood that employees of the regional district may be called upon to work towards the health and safety of the community at large.

It is understood that re-assignment of staff and the need to assign staff to duties other than their normal duties during this period may be necessary to ensure the most efficient response is provided to the public during the "state of emergency".

Issues that arise with respect to the application of the collective agreement will be referred to the Labour-Management Committee for resolution.

ARTICLE 31 - TERM OF AGREEMENT

31.01 This Agreement shall be binding and remain in full force and effect from January 1, 2019 to December 31, 2020 and shall continue while bona fide collective bargaining is under way, and from year-to-year thereafter as provided for in the Statutes of the Province of British Columbia.

31.02 Changes in Agreement

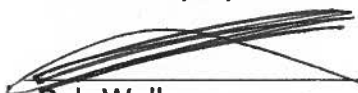
Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

31.03 Notice of changes

Either party desiring to propose changes to this Agreement shall, prior to the expiration of the Agreement, give notice in writing to the other party of the changes proposed. Within ten (10) working days of receipt of such notice by one (1) party, the other party is required to enter into negotiations for a new agreement.

The corporate seal of the Comox Valley Regional District was hereunto affixed by and in the presence of:

For the Employer:



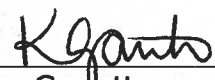
Bob Wells
CVRD Board Chair




James Warren
Corporate Legislative Officer

Feb 27, 2019
Date

For the Union:



Karen Garrett
Local President



Bonnie Kozlowski
Bargaining Committee Member



Eleni Hibberd
Bargaining Committee Member

**BASIC SALARY SCHEDULE A - HOURLY RATES
40 HOURS PER WEEK EMPLOYEES**

| | Wage Band | Jan 1, 2019 <u>2%</u> | Jan 1, 2020 <u>2%</u> |
|--|-----------|--------------------------|--------------------------|
| Waterworks Operator I* | 2 | 28.85 | 29.42 |
| Sewage Treatment Plant Operator 1* | 3 | 30.31 | 30.92 |
| Waterworks Operator II* | 4 | 31.86 | 32.49 |
| Bylaw Compliance Officer I | 4 | 30.20 | 30.81 |
| Bylaw Compliance Office II | 5 | 31.82 | 32.46 |
| Sewage Treatment Plant Operator II* | 5 | 33.48 | 34.15 |
| Compost Facility Operator | 5 | 31.82 | 32.46 |
| Lead Compost Facility Operator | 6 | 33.56 | 34.23 |
| Wastewater Treatment Plant – Maintenance Operator* | 7 | 37.04 | 37.78 |
| Water Utilities Technician | 7 | 37.04 | 37.78 |
| Waterworks Operator III | 7 | 37.04 | 37.78 |
| Sewage Treatment Plant Operator III* | 8 | 38.95 | 39.73 |
| Lead Waterworks Operator* | 9 | 40.95 | 41.77 |
| SCADA Technician | 9 | 39.30 | 40.09 |
| Senior Waterworks Operator* | 10 | 43.09 | 43.95 |
| Senior Sewage Treatment Plant Operator* | 10 | 43.09 | 43.95 |
| Working Foreman – O & M WW* | 11 | 45.24 | 46.14 |
| Working Foreman – T Facilities WW* | 11 | 45.24 | 46.14 |

Note: Hourly rate for student/work experience employees: in accordance with applicable provision in Article 1 - DEFINITIONS.

*These positions include a wage adjustment from the 2011 Letter of Agreement and will sit outside established wage bands.

**BASIC SALARY SCHEDULE B - HOURLY RATES
35 HOURS PER WEEK EMPLOYEES**

| | Wage Band | <u>Jan 1, 2019</u> 2% | <u>Jan 1, 2020</u> 2% |
|---|-----------|--------------------------|--------------------------|
| Administrative Support | 1 | 25.79 | 26.30 |
| Property Services Representative | 3 | 28.65 | 29.23 |
| Information Centre Assistant | 3 | 28.65 | 29.23 |
| Branch Assistant – Engineering Services | 3 | 28.65 | 29.23 |
| Branch Assistant – Solid Waste | 3 | 28.65 | 29.23 |
| Branch Assistant – Liquid Waste | 3 | 28.65 | 29.23 |
| Branch Assistant – Executive Management | 3 | 28.65 | 29.23 |
| Branch Assistant – Community Services | 4 | 30.20 | 30.81 |
| Branch Assistant – Planning & Development Services | 4 | 30.20 | 30.81 |
| Branch Assistant – Corporate Services | 4 | 30.20 | 30.81 |
| Financial Services Assistant | 4 | 30.20 | 30.81 |
| Legislative Services Assistant | 4 | 30.20 | 30.81 |
| Production Technician | 4 | 30.20 | 30.81 |
| Senior Property Services Representative | 5 | 31.82 | 32.46 |
| Procurement Technician | 5 | 31.82 | 32.46 |
| Project Coordinator – Transit and Sustainability | 6 | 33.56 | 34.23 |
| Financial Accounting Technician Accounts Payable | 6 | 33.56 | 34.23 |
| Financial Accounting Technician Accounts Receivable | 6 | 33.56 | 34.23 |
| Financial Accounting Technician Revenue/Utilities | 6 | 33.56 | 34.23 |
| External Relations Advisor | 7 | 35.37 | 36.08 |
| Information Systems Technician | 7 | 35.37 | 36.08 |
| GIS Analyst | 7 | 35.37 | 36.08 |
| Services Coordinator, CSWM | 7 | 35.37 | 36.08 |
| Building Official I | 8 | 37.30 | 38.05 |
| Parks Technician | 8 | 37.30 | 38.05 |
| Senior Accounting Technician Financial Operations | 8 | 37.30 | 38.05 |
| Senior Accounting Technician Financial Planning & Analysis | 8 | 37.30 | 38.05 |
| Planner I | 8 | 37.30 | 38.05 |
| GIS Data Management Specialist | 8 | 37.30 | 38.05 |
| Solid Waste Analyst Engineering Services | 9 | 39.30 | 40.09 |
| Environmental Analyst-Engineering Services | 9 | 39.30 | 40.09 |
| Engineering Analyst-Engineering Services | 9 | 39.30 | 40.09 |
| Building Official II | 9 | 39.30 | 40.09 |
| Senior GIS Analyst | 9 | 39.30 | 40.09 |
| Rural Planner | 9 | 39.30 | 40.09 |
| Building Official III | 10 | 41.43 | 42.26 |
| Parks Planner | 10 | 41.43 | 42.26 |

| | | | |
|--------------------|----|-------|-------|
| Long Range Planner | 10 | 41.43 | 42.26 |
| Senior Planner | 10 | 41.43 | 42.26 |

Note: Hourly rate for student/work experience employees: in accordance with applicable provision in Article 1 – Definitions.

**BASIC SALARY SCHEDULE C - HOURLY RATES
40 HOURS PER WEEK EMPLOYEES**

| | Wage Band | <u>Jan 1, 2019</u> <u>2%</u> | <u>Jan 1, 2020</u> <u>2%</u> |
|---------------------------------------|-----------|---------------------------------|---------------------------------|
| Waste Management Labourer | 1 | 25.79 | 26.30 |
| Waste Management Attendant | 3 | 28.65 | 29.23 |
| Waste Management Operator | 5 | 31.82 | 32.46 |
| Senior Waste Management Operator | 7 | 35.37 | 36.08 |
| Diversions and Operations Coordinator | 7 | 35.37 | 36.08 |
| Supervisor – CVWMC | 10 | 43.09 | 43.95 |

Note: Hourly rate for student/work experience employees: in accordance with applicable provision in Article 1 -Definitions.

LETTER OF AGREEMENT #1

BETWEEN

COMOX VALLEY REGIONAL DISTRICT

AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 556

RE: AMALGAMATION, REGIONALIZATION AND MERGER PROTECTION

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

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

For the Employer:



Bob Wells
CVRD Board Chair



James Warren
Corporate Legislative Officer

Feb 27, 2019
Date

For the Union:



Karen Garrett
Local President



Bonnie Kozlowski
Bargaining Committee Member



Eleni Hibberd
Bargaining Committee Member

LETTER OF AGREEMENT #2

BETWEEN

COMOX VALLEY REGIONAL DISTRICT

AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 556

RE: JOINT JOB EVALUATION TERMS OF REFERENCE

It is agreed by the parties that the Joint Job Evaluation Committee will make recommendations to amend the terms of reference, and those recommendations will be forwarded to both parties' principals for their ratification within six (6) months of achieving a new collective agreement.

The revised terms of reference are understood to be a part of the collective agreement (although not attached). It is understood that the parties may amend the terms of reference from time to time by mutual agreement.

The parties may appoint consultants to assist with the recommendations.

For the Employer:




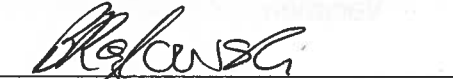
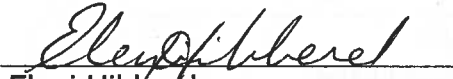
Bob Wells
CVRD Board Chair



James Warren
Corporate Legislative Officer

Feb 27, 2019
Date

For the Union:


Karen Garrett
Local President
Bonnie Kozlowski
Bargaining Committee Member
Eleni Hibberd
Bargaining Committee Member

LETTER OF AGREEMENT #3

BETWEEN

COMOX VALLEY REGIONAL DISTRICT

AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 556

RE: EMPLOYMENT INSURANCE SPECIAL SAVINGS PREMIUMS

It is agreed between the parties that the Employment Insurance Special Savings Premium will not be provided to CUPE Local 556 on behalf of CUPE employees at the CVRD effective January 1, 2019. All dollars secured through 2018 will be provided to CUPE Local 556 as per the agreement in place between the parties.

For the Employer:

For the Union:



Bob Wells
CVRD Board Chair



Karen Garrett
Local President



James Warren
Corporate Legislative Officer



Bonnie Kozlowski
Bargaining Committee Member

Feb 27, 2019

Date



Eleni Hibberd
Bargaining Committee Member

LETTER OF AGREEMENT #4

BETWEEN

COMOX VALLEY REGIONAL DISTRICT


AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 556

RE: LOCAL PRESIDENT RELEASE TIME

The Parties agree to convene a meeting to discuss CUPE Local 556 President release time by mutual agreement. Until such time, the current practice for release shall be maintained.

For the Employer:



Bob Wells
CVRD Board Chair

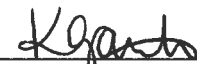


James Warren
Corporate Legislative Officer

Feb 27, 2019

Date

For the Union:



Karen Garrett
Local President



Bonnie Kozlowski
Bargaining Committee Member



Eleni Hibberd
Bargaining Committee Member

JOINT JOB EVALUATION TERMS OF REFERENCE
Revised May 8, 2017

See Attached.