

**AGREEMENT**

**BETWEEN**

**THE CORPORATION OF THE CITY OF COURTENAY**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 556**

**JANUARY 1, 2015**

**TO**

**DECEMBER 31, 2018**

**Rollover Agreement  
per Appendix 'A' attached for the years  
January 1, 2019 to December 31, 2020**

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THIS AGREEMENT made and entered into this 2nd day of June, A.D. 2015.

BETWEEN:

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

OF THE FIRST PART

AND:

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

OF THE SECOND PART

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

## **ARTICLE 1 - MANAGEMENT RIGHTS**

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

## **ARTICLE 2 - RECOGNITION AND NEGOTIATIONS**

### **2.01 Bargaining Unit**

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

## **2.02 Work of the Bargaining Unit**

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

## **2.03 No Other Agreements**

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

## **2.04 Bargaining Committee**

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

## **2.05 Labour Management Committee**

- (a) There shall be established a committee consisting of not more than four (4) representatives of each of the Employer and the Union, to meet at least every two (2) months to discuss matters relating to this Agreement and the workplace.
- (b) Each party shall propose an agenda of items it wishes to discuss, at least one (1) week prior to the proposed date of the meetings.
- (c) One (1) Union and one (1) Employer representative shall be appointed as joint Chairpersons and shall preside over alternate meetings.
- (d) Minutes of all meetings shall be prepared, signed by the Chairperson, and posted on all the bulletin boards located at the City Yard, RCMP Station, Lewis Centre, Filberg Centre, and City Hall staff room.

## 2.06 Definitions

(a) Regular Full-Time Employees

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

(b) Regular Part-Time Employees

A regular part-time employee is one who is regularly scheduled to work less than thirty-five (35) hours per week under Schedule "A" or "C" or less than forty (40) hours per week under Schedule "B" in positions which are approved for an indefinite period of time. These employees shall be entitled to all rights of this Agreement on the first (1<sup>st</sup>) day of employment and all applicable benefits upon successful completion of the probationary period in accordance with Article 24.01.

Regular part-time employees who are not eligible for the benefit provisions under Article 24 because they work less than twenty-one (21) hours per week, shall receive four percent (4%) of their gross wages in lieu of benefits. These employees shall also be entitled to statutory holiday, vacation, and sick leave entitlements on a pro-rated basis in accordance with Articles 17, 18, and 19.

(c) Regular Seasonal Employees

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



(d) Casual Employees

A casual employee is any employee called in to work on an irregular, intermittent basis. These employees are entitled to all the rights of this Agreement on the first (1<sup>st</sup>) day of employment but will receive ten point four percent (10.4%) of their gross wages in lieu of vacation entitlement, statutory holiday entitlement, and benefits.

(e) Relief Employees

A relief employee is someone other than an existing regular employee who temporarily fills in for another employee. These employees will not be entitled to benefits under Article 24, but will be entitled to ten point four percent (10.4%) of their gross wages in lieu of vacation entitlement, statutory holiday entitlement, and benefits. If a relief appointment is anticipated to exceed four (4) continuous months, it shall be posted as a temporary position.

(f) Students

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

**2.07 Positions exempt from this Agreement:**

Administrator  
Manager of Corporate Administration  
Treasurer  
Director of Operational Services  
Director of Regulatory and Property Services  
Director of Planning Services  
Director of Corporate Services  
Director of Community Services  
Director of Financial Services  
Manager of Engineering  
Information Systems Manager

Manager of Finance  
Manager of Human Resources  
Human Resources Coordinator (2)  
Senior Planner  
Public Works Manager  
Parks Manager  
Executive Assistant  
Fire Chief  
Deputy Fire Chief  
Fire Inspector (3)  
RCMP Guards  
Confidential Secretary  
Recreation Manager - Lewis  
Recreation Manager - Filberg  
Recreation Programmer - Lewis  
Recreation Programmer - Filberg  
Occasional Program/Activity Instructor

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

## **ARTICLE 3 - NO DISCRIMINATION**

### **3.01 No Discrimination**

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

### **3.02 Sexual Harassment**

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

## **ARTICLE 4 - UNION SECURITY**

### **4.01 All Employees to be Members**

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

## **ARTICLE 5 - CHECK-OFF OF UNION DUES**

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

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

## **ARTICLE 6 - THE EMPLOYER & UNION SHALL AQUAINT NEW EMPLOYEES**

### **6.01 New Employees**

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

### **6.02 Copies of Agreement**

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

### **6.03 Medical Requirements**

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

## **ARTICLE 7 – CORRESPONDENCE AND NOTIFICATION**

### **7.01 Correspondence**

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

### **7.02 Notification**

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

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **8.01 Settling of Grievances**

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

### **8.02 Procedure**

- (a) Step 1: Within ten (10) working days from the incident prompting the grievance, the employee shall, with their Shop Steward

present, discuss the matter with their immediate non-bargaining unit Supervisor.

- (b) Step 2: If no settlement is reached at Step 1, the aggrieved employee shall, through their Union, submit the grievance in writing to their Department Head, or designate, within five (5) working days from the discussion at Step 1. The Department Head, or designate, shall meet with the grievor and the Union within five (5) working days of the receipt of the grievance, in an attempt to reach a satisfactory settlement.
- (c) Step 3: If no settlement is reached at Step 2, a meeting shall be arranged between the Union and the Chief Administrative Officer, within ten (10) working days of the last meeting at Step 2.
- (d) Step 4: If no settlement is reached through the foregoing procedures, the grievance may be referred to an Arbitration Board. The party referring the matter to Arbitration shall give notice to the other party in writing, together with the name of its representative on the Arbitration Board, within ten (10) working days of the last meeting held at Step 3.

### **8.03 Extension of Time Limits**

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

### **8.04 Grievances Held in Abeyance**

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

## **ARTICLE 9 - ARBITRATION**

### **9.01 Composition of Board of Arbitration**

- (a) The party receiving the notice, referred to in Article 8.02 (d) Step 4 shall, within five (5) days thereafter, appoint a nominee for the Board and notify the other party of its appointment.

- (b) The two (2) nominees so appointed shall confer to select a third person to be Chairperson. Where the parties are unable to agree on a Chairperson within ten (10) working days from the second nominee being appointed, then either of them may apply to the Minister of Labour to appoint a Chairperson.

## **9.02 Board Procedure**

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

## **9.03 Decisions of the Board**

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

## **9.04 Expenses of the Board**

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

## **9.05 Single Arbitrator**

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

# **ARTICLE 10 - DISCHARGE, SUSPENSION, AND DISCIPLINE**

## **10.01 Crossing of Picket Lines**

The Employer shall not request, require, or direct employees within this bargaining unit to perform work resulting from legal strikes that would normally have been carried out by those on strike nor shall the employees

be required to cross any picket line legally established under the Statutes of British Columbia.

### **10.02 Political Action**

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

### **10.03 Discharge and Suspension**

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

### **10.04 Personnel Records**

- (a) Upon presentation of a written request, employees shall have the right at any reasonable time to have access and review their personnel record in the presence of a representative of the Employer.
- (b) Any disagreement as to the accuracy of the information contained in the file may be the subject of the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.
- (c) The Employer shall remove disciplinary documents from an employee's personnel file twenty-four (24) months after the date of issuance provided there is no additional discipline.

- (d) No evidence from the employee's record may be introduced as evidence in a hearing, of which the employee was not aware at the time of the filing of such evidence.
- (e) An employee shall be given a copy of all material in their personnel record and shall initial each page in the file for which a copy has been obtained.

## **ARTICLE 11 - SENIORITY**

### **11.01 Seniority**

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

### **11.02 Loss of Seniority**

An employee shall lose seniority when:

- (a) The employee is dismissed for just cause and not reinstated.
- (b) The employee resigns.
- (c) When the employee is absent from work in excess of seven (7) working days without notifying the Employer, unless such notice was not reasonably possible.
- (d) Employees fail to return to work after being laid off within two (2) weeks after being contacted at their last known address by registered mail.



- (e) Employees elected to receive compensation on layoff and their services are terminated.
- (f) The employee has been laid off for a period in excess of eighteen (18) months.

### **11.03 Federal-Provincial Aided Projects**

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

## **ARTICLE 12 - PROMOTIONS AND STAFF CHANGES**

### **12.01 Posting Positions and Filling Vacancies**

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

Such notice shall contain the following information:

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

- (b) If the position is filled internally, it shall be filled within three (3) weeks of expiration of the posting period.
- (c) The posting provision referred to in Article 12.01 (a) will apply to all vacancies or new positions that are regular status, casual or relief positions of four (4) continuous months or more of full-time hours, and any casual positions that become regular status.

- (d) Regular employees shall receive first consideration for a job posting over casual, relief and external applicants. Casual and relief employees shall receive consideration over external applicants.
- (e) No outside advertisement for additional employees shall be made until employees have had a full opportunity to apply.

### **12.02 Promotions and Transfers**

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

### **12.03 Transfers Within the Same Classification**

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

### **12.04 Probationary Period**

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

## **12.05 Trial Period**

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

## **12.06 Notice of Termination of Employment**

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

## **ARTICLE 13 - LAYOFFS AND RECALLS**

### **13.01 Definition of Layoff**

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

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

### **13.02 Layoffs and Recalls**

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

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

### **13.03 No New Employees**

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

### **13.04 Advanced Notice of Layoff**

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

### **13.05 Grievance on Layoffs and Recalls**

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

### **13.06 Seasonal Employees Bumping Rights**

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

## ARTICLE 14 - HOURS OF WORK

### 14.01 Schedule "B" Employees

- (a) The regular full-time working day of all staff listed on Schedule "B" shall consist of eight and one-half (8-1/2) hours between 7:00 a.m. and 5:00 p.m. including an unpaid lunch period of one-half (1/2) hour.
- (b) The regular working week for Schedule "B" employees shall consist of five (5) working days, Monday to Friday inclusive.
- (c) In cases of emergency, such employees may be put on an eight and one-half (8-1/2) hour shift including an unpaid lunch period of one-half (1/2) hour, other than the regular working day provided they are given twelve (12) hours notice of such change. If an eight (8) hour rest period is not allowed between shifts, overtime rates will apply. There will be no split shifts.
- (d) The regular full-time working day for employees carrying out street sweeping operations shall consist of eight and one-half (8-1/2) hours between 5:00 a.m. and 3:00 p.m. including an unpaid lunch period of one-half (1/2) hour. The regular working week shall consist of five (5) working days, Monday to Friday inclusive.
- (e) During each calendar year for the period beginning the first Monday following the start of Pacific Daylight Savings and ending the first Monday following the return to Pacific Standard Time, the work week for Parks employees may include Saturday or Sunday or both. It is understood that when employees work a weekend day or days (Saturday or Sunday or both) that the work week will be for five (5) continuous work days. Seniority will be the determining factor for the first refusal of shift scheduling. A minimum of forty-eight (48) hours notice will be given in advance of the original day or days off. There will be no split shifts.
- (f) During winter operations for Public Works there may be a need for the implementation of an afternoon shift between 2:00 p.m. and midnight. Seniority will be the determining factor for the first refusal of assignment to the shift.

#### **14.02 Schedule "A" Employees**

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

#### **14.03 Schedule "C" Employees**

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

Office Staff (Filberg)

8:30 a.m. to 5:00 p.m.

Monday to Friday

Office Staff (Lewis)

7:00 a.m. to 10:00 p.m.

Monday to Friday

Monday to Sunday (part-time and casual employees)

Operations Staff

6:00 a.m. to 6:00 a.m. (24 hours)

Monday to Sunday

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

#### **14.04 Alternate Work Week**

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

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

#### **14.05 Minimum Hours of Work**

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

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

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

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

## **ARTICLE 15 - OVERTIME**

### **15.01 Definition of Overtime**

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

### **15.02 Schedule "A" Employees**

- (a) Overtime to be worked only when authorized by the Employer, with the exception of the RCMP Support Staff, who may work overtime when authorized by RCMP Management.
- (b) Schedule "A" employees shall be paid overtime at:
  - (i) time and one-half (1-1/2x) of the regular rate of pay for the first four (4) hours overtime worked, and double time (2x) thereafter.
  - (ii) Sundays shall be paid at double time (2x), except in the cases where Sundays are part of the regular work week.
- (c) Schedule "A" employees will receive either payment of overtime worked or time off in lieu. Such employees must decide which they prefer at the commencement of the year. Time off in lieu is subject to a maximum of five (5) days and must be taken at a time approved by the Employer. All other overtime hours will be paid out.

### **15.03 Schedule "B" Employees**

- (a) Except as provided in Article 15.03 (d), Schedule "B" employees working overtime between 8:00 a.m. and 9:00 p.m., shall be paid overtime at the rate of time and one-half (1-1/2x) for the first three (3) hours in any day and double time (2x) thereafter. All overtime between 9:00 p.m. and 8:00 a.m., will be paid at double time (2x).

Callout time shall be paid for a minimum of two (2) hours at the applicable overtime rate.

- (b) Employees shall not be required to work more than a five (5) day work week except in cases of emergency.



- (c) Time worked on:
  - (i) Sundays shall be at double (2x) the regular rate.
  - (ii) Statutory Holidays shall be double (2x) the regular rate, unless Saturday and Sunday is part of the employee's regular work week, pursuant to Article 14.01.
- (d) If overtime begins more than four (4) hours prior to regular starting time, double time (2x) to be paid for all hours worked, from the time the employee commences until the time they finish.
- (e) Employees will receive either payment of overtime worked or time off in lieu. Such employees must decide which they prefer at the commencement of the year. Time off in lieu is subject to a maximum of ten (10) days and must be taken in the year following the year in which the overtime accrued and is to be taken at a time approved by the Employer. All other overtime hours will be paid out. Elections for time off in lieu of overtime are irrevocable in the year in which the election is made.

#### **15.04 Schedule "C" Employees**

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

- (a) Office Staff (Filberg and Lewis) shall be paid the following overtime rates:
  - (i) time and one-half (1-1/2x) of the regular rate of pay for the first four (4) hours overtime worked, and double time (2x) thereafter.
  - (ii) Sundays shall be paid at double time (2x), except in the case where Sundays are part of the regular work week.

- (b) Operations Staff shall be paid overtime at time and one-half (1-1/2x) of the rate of pay for the first four (4) hours and double time (2x) thereafter.
- (c) Notwithstanding the above, employees whose regular scheduled hours fall on Saturday or Sunday shall be paid straight time.
- (d) Schedule "C" employees will receive either payment of overtime worked or time off in lieu. Such employees must decide which they prefer at the commencement of the year. Time off in lieu is subject to a maximum of five (5) days and must be taken at a time approved by the Employer. All other overtime hours will be paid out.

## **ARTICLE 16 - SHIFT WORK**

### **16.01 Shift Premium**

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

## **ARTICLE 17 - HOLIDAYS**

### **17.01 Eligibility**

Provisions under this Article shall apply to:

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

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

### **17.02 List of Statutory Holidays**

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

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

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

### **17.03 Statutory Holiday Pay**

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

### **17.04 Statutory Holidays on Scheduled Day Off**

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

### **17.05 Pay for Work on Statutory Holidays**

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

### **17.06 Special and Statutory Holidays Falling During Annual Vacation**

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

## **ARTICLE 18 - VACATIONS**

### **18.01 Vacations**

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

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

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

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

## **18.02 Length of Vacation**

- (a) For purposes of this Article, "Continuous Service" shall mean the period commencing with the date of hire.
- (b) Regular employees after the completion of:
  - (i) One (1) year continuous service shall receive three (3) weeks vacation with pay annually.
  - (ii) Five (5) years continuous service shall receive four (4) weeks vacation with pay annually.
  - (iii) Ten (10) years continuous service shall receive five (5) weeks vacation with pay annually.
  - (iv) Fifteen (15) years continuous service shall receive six (6) weeks vacation with pay annually.
  - (v) Twenty-one (21) years continuous service shall receive six (6) weeks plus one (1) day of vacation with pay annually.
  - (vi) Twenty-two (22) years continuous service shall receive six (6) weeks plus two (2) days of vacation with pay annually.
  - (vii) Twenty-three (23) years continuous service shall receive six (6) weeks plus three (3) days of vacation with pay annually.
  - (viii) Twenty-four (24) years continuous service shall receive six (6) weeks plus four (4) days of vacation with pay annually.
  - (ix) Twenty-five (25) years continuous service shall receive seven (7) weeks vacation with pay annually.
- (c) An employee may after six (6) months initial service take one (1) of the three (3) weeks vacation referred to in Article 18.02 (a) (i), with pay, during the remainder of their first year of employment.

- (d) Regular part-time and regular seasonal employees' vacation entitlement shall be pro-rated based on the number of straight time hours worked in the previous year.

### **18.03 Vacation Pay**

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

### **18.04 WorkSafeBC**

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

### **18.05 Vacation Scheduling**

Except as provided in Article 18.06, all vacation must be taken no later than the calendar year immediately following that in which it is earned and at a time which will be subject to the approval of the non-bargaining unit Supervisor.

### **18.06 Vacation Accumulation**

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

## **ARTICLE 19 - SICK LEAVE PROVISIONS**

### **19.01 Sick Leave Plan**

#### **(a) Eligibility**

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

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

(b) Definition of Sick Leave

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

(c) Sick Leave Bank

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

**19.02 Proof of Illness**

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

**19.03 Sick Leave Records**

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

**19.04 Sick Leave Bank**

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

### **19.05 Sickness or Disability**

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

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

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

### **19.06 Notification**

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

### **19.07 E.I. Premium Reduction Rate**

- (a) The employee's share of Employment Insurance Premium reductions, attributable to Union employees, shall be applied toward the Employer's total cost of providing the Bluenet pay-direct prescription benefit to unionized employees. A statement will be issued by the Employer to CUPE Local 556 listing the amount annually paid by the EI Rebate to the Bluenet pay-direct prescription benefit.
- (b) Notwithstanding the provisions of Articles 20.02 and 20.09, at least one and two-third (1-2/3) days of paid sick leave credits allowed in a given month may be used only in the case of the employee's illness or injury.

### **19.08 Other Employment**

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



## **ARTICLE 20 - LEAVE OF ABSENCE**

### **20.01 Eligibility**

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

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

### **20.02 Compassionate Leave**

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

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

### **20.03 Jury Duty**

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

## **20.04 Witness Duty**

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

## **20.05 Time Off for Union Business**

- (a) The President and Secretary of the Union or their appointees may, with the approval of the Chief Administrative Officer, take time off without loss of pay when it is necessary to confer with the Employer. The Union agrees that requests under this article will be kept to a minimum.
- (b) Union Officers shall not conduct Union business during work hours except as specifically provided in this Agreement. There will be no use of Employer equipment and premises unless specifically authorized.
- (c) Any members who are required to attend functions on behalf of the Union, may be granted a leave of absence without pay upon application to the Chief Administrative Officer with at least one (1) week's notice. The members will continue to receive their regular pay and the Employer will invoice the Union for full reimbursement of the employee's charge-out rate.
- (d) The Employer shall grant, on request, leave of absence without loss of seniority and without pay for an employee selected for a full-time position with the Union, or any body with which the Union is affiliated, for a period of one (1) year. During such leave the employee shall remain on the Employer's payroll and the Union shall be responsible for the employee's remuneration and benefits. The employee agrees to provide the Employer with written notice of their return to work thirty (30) days in advance.

## **20.06 Maternity Leave**

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

Upon written request, leave of absence without pay and without loss of seniority shall be granted for pregnancy to a maximum of six (6) months. The employee returning to work after maternity leave shall provide the Employer with at least four (4) week's notice and on return from

maternity leave, the employee shall be reinstated in all respects by the Employer in the position previously occupied by the employee, or in a comparable position and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

#### Employment During Pregnancy

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

#### Length of Maternity Leave

Maternity leave shall cover a period of up to six (6) months before or after the birth of a child. Where a doctor's certificate is provided stating that a longer period of maternity leave is required for health reasons, an extension up to a maximum of one (1) additional year shall be allowed providing the employee has a minimum of five (5) years service, and that an employee hired to take over the duties of the employee on leave of absence is considered to be a relief employee with no seniority rights.

Employees granted such additional leave of absence shall submit written notice of intention to return to work at least two (2) weeks prior to anticipated date of return.

#### Seniority Status During Maternity Leave

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

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

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

## 20.07 Parental Leave

- (a) An employee, upon written request for parental leave, is entitled to a leave of absence from work, without pay for the period specified in Article 20.07 (b).
  - (i) A request must be made at least four (4) weeks before the day specified in the request as the day on which the employee proposed to commence parental leave; and
  - (ii) be accompanied by a birth certificate or medical practitioner's certificate or other evidence stating the date of birth of the child or the probable date of birth of the child if a birth certificate has not been provided, or a letter from an agency that placed the child providing evidence of the adoption of the child.
- (b) The employee is entitled to parental leave for a period of twelve (12) consecutive weeks or a shorter period the employee requests commencing:
  - (i) in the case of a natural mother, immediately following the end of the maternity leave unless the Employer and the employee agree otherwise; or
  - (ii) in the case of a natural father, following the birth of the child and within the fifty-two (52) week period after the birth date of the newborn child, or
  - (iii) in the case of an adopting mother or father, following the adoption of the child and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother and father.

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

following the end of the parental leave taken under the above article.

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

#### **20.08 Special Leave of Absence**

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

#### **20.09 Family Responsibility Leave**

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

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

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

## **20.10 Other Employment Prohibited**

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

## **ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES**

### **21.01 Payment of Wages**

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

### **21.02 Wage Schedule**

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

### **21.03 Pay on Temporary Transfer, Higher Rated Job**

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

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

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

(b) Leadhand Public Works, Parks and Property Management

Where the Employer considers it necessary for one employee to be left in charge of a group of three (3) or more employees for a minimum of four (4) hours, those employees assigned to be a Leadhand will be paid \$1.25/hour over and above their regular rate of pay. The selection of Leadhand shall take into consideration seniority, knowledge, skills and abilities.

**21.04 Tool Allowance**

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

**21.05 Special Allowances**

(a) (i) Sewer Maintenance

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

(ii) Pesticide Application

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

(iii) Working with Hot Asphalt

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

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

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

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

## **21.06 Qualifications**

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

## **21.07 Standby Allowance**

Employees required to carry a pager on standby duties shall be paid as follows:

- (a) Four (4) hours for statutory holiday.
- (b) One (1) hour for every eight (8) hours on standby.

Standby hours may be banked and later taken as time off with pay to a maximum bank of five (5) days in addition to Article 15.03 (e).



### **21.08 Professional Dues**

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

### **21.09 Overpayment on Termination**

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

## **ARTICLE 22 - SEVERANCE PAY**

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

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

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

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

## **ARTICLE 23 - NEW OR CHANGED CLASSIFICATIONS**

### **23.01 New Classification**

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

### **23.02 Job Descriptions**

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

## **ARTICLE 24 - BENEFITS**

### **24.01 Eligibility**

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

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

### **24.02 Medical and Extended Health Benefits**

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

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

#### **24.03 Dental Plan**

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

- Plan "A" Basic dental services.
- Plan "B" Prosthetics, Crowns and Bridges - Plan pays one hundred percent (100%) of approved schedule of fees.
- Plan "C" Orthodontic Plan pays fifty percent (50%) of approved schedule of fees for children up to a two thousand five hundred dollars (\$2,500.00) lifetime maximum.

#### **24.04 Vision Care Plan**

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

#### **24.05 Municipal Pension Plan**

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

#### **24.06 Supplementation of WorkSafeBC Award**

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

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

(ii) the employee has accumulated sick leave credits.

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

#### **24.07 Group Life Insurance**

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

#### **24.08 Long Term Disability**

(a) Regular full-time and regular part-time employees are eligible for long-term disability benefits.

(b) A long-term disability plan shall be provided with coverage to be two-thirds (2/3) of monthly salary to a maximum of three thousand dollars (\$3,000.00) per month. The employee shall pay one hundred percent (100%) of the premiums.

(c) Upon return to work following recovery an employee who was on LTD for less than twenty-four (24) months shall continue in his/her former job; an employee who was on a claim for more than twenty-four (24) months shall return to an equivalent position, exercising their seniority rights if necessary as per Article 11.01.

#### **24.09 Maintenance of Benefit Coverage**

(a) In the event of absence of a regular employee due to sickness or injury, the Employer will continue to pay, on behalf of the employee, its share of the monthly contributions, including sick leave allotments from the sick leave bank, under the Medical Services Plan, Dental Plan, Extended Health Benefits, and Group Insurance Contract. Employees injured while working for another employer are excluded from this benefit.

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

#### **24.10 Changes in Benefits**

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

## **ARTICLE 25 - FIRST AID KITS**

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

## **ARTICLE 26 - TECHNOLOGICAL AND OTHER CHANGES**

### **26.01 Union Notification of Changes**

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

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

### **26.02 Training Program**

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

### **26.03 Additional Training**

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

## **26.04 No New Employees**

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

## **26.05 Educational Course**

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

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

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

## **ARTICLE 27 - JOB SECURITY**

### **27.01 Contracting Out**

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

## **ARTICLE 28 - GENERAL CONDITIONS**

### **28.01 Union Meetings**

It is agreed that the Employer shall allow the Union the use of the Employer's meeting facilities for Union meetings and also permit the Union to hang their Charter in the Employer's premises. A notice board will be permitted in the workplace upon which notices may be posted. The Union shall pay a rent of one dollar (\$1.00) for each meeting held by the Union.

### **28.02 Clothing**

- (a) The Employer shall supply Mechanics and Utilities Maintenance Sewer employees with coveralls including replacement and laundering as required.
- (b) All other employees whose general working conditions require such protective clothing shall be supplied with two (2) pairs of coveralls. It shall be the responsibility of these employees to maintain, clean, and repair such clothing.
- (c) The Employer shall supply one (1) set of rain gear to each employee whose general working conditions require such protective clothing.
- (d) Replacement of protective clothing issued under (a), (b) and (c) will be made upon surrender of worn clothing and where replacement is a result of normal wear.
- (e) The Employer shall supply up to one hundred and fifty dollars (\$150.00) per year or up to three hundred dollars (\$300.00) biennially upon proof of purchase of CSA approved safety boots, to each regular employee who is required by the Employer to wear protective footwear. Students who are required by the Employer to wear CSA approved safety boots shall receive up to one hundred dollars (\$100.00) annually upon proof of purchase.

## **ARTICLE 29 - PRESENT CONDITIONS AND BENEFITS**

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



**ARTICLE 30 - TERM OF AGREEMENT**

This Agreement shall be binding and remain in full force and effect from the 1<sup>st</sup> day of January, 2015 until the 31<sup>st</sup> day of December, 2018 and shall continue from year-to-year thereafter unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

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

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

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

SIGNED on behalf of the Corporation  
Of the City of Courtenay

  
\_\_\_\_\_  
David Allen

  
\_\_\_\_\_  
Mickie Donley

  
\_\_\_\_\_  
Randy Witwchar

  
\_\_\_\_\_  
Tyler Madsen

  
\_\_\_\_\_  
David Snider

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

  
\_\_\_\_\_  
David Craven

  
\_\_\_\_\_  
Alex Hibberd

  
\_\_\_\_\_  
David Bomback

  
\_\_\_\_\_  
Terri Cox

  
\_\_\_\_\_  
Date:

## SCHEDULE 'A'

### Hourly Wage Rates – January 1, 2015 – December 31, 2018

		Jan. 1, 2015	Jan. 1, 2016	Jan. 1, 2017	Jan. 1, 2018
		2%	2%	2%	2%
<b>Receptionist</b>	Start	25.54	26.05	26.57	27.10
	After 3 months	26.32	26.84	27.38	27.93
	After 6 months	27.12	27.66	28.22	28.78
<b>Clerk:</b>	Start	25.54	26.05	26.57	27.10
	-Department	27.53	28.08	28.64	29.21
	-Administration	28.35	28.91	29.49	30.08
	-Purchasing				
-Community Services					
<b>Clerk - Finance</b>	Start	26.04	26.56	27.09	27.63
	After 3 months	28.06	28.62	29.19	29.78
	After 6 months	28.91	29.48	30.07	30.68
<b>Communications &amp; Marketing Specialist</b>	Start	29.73	30.33	30.93	31.55
	After 3 months	30.75	31.37	32.00	32.64
	After 6 months	31.71	32.35	32.99	33.65
<b>Admin. Assistant:</b>	-Finance				
	-Administration				
<b>Accountant</b>	Start	32.73	33.39	34.05	34.74
	After 3 months	34.53	35.22	35.92	36.64
	After 6 months	36.69	37.42	38.17	38.94
<b>Chief Building Inspector</b>	Start	36.68	37.41	38.16	38.92
	After 3 months	38.70	39.47	40.26	41.07
	After 6 months	40.76	41.57	42.41	43.25
<b>Building Inspector 3</b>	Start	35.51	36.22	36.94	37.68
	After 3 months	37.39	38.14	38.90	39.68
	After 6 months	39.56	40.35	41.15	41.98
<b>Building Inspector 2</b>	Start	34.41	35.10	35.81	36.52
	After 3 months	36.43	37.16	37.91	38.66
	After 6 months	38.51	39.28	40.06	40.86

		Jan. 1, 2015 2%	Jan. 1, 2016 2%	Jan. 1, 2017 2%	Jan. 1, 2018 2%
Building Inspector 1	Start	33.38	34.05	34.73	35.43
	After 3 months	35.21	35.91	36.63	37.37
	After 6 months	37.42	38.17	38.94	39.71
Buyer*	Start	32.73	32.73	32.73	32.73
	After 3 months	34.52	34.52	34.52	34.52
	After 6 months	36.69	36.69	36.69	36.69
Network Technician	Start	31.90	32.53	33.18	33.85
	After 3 months	33.69	34.36	35.05	35.75
	After 6 months	36.05	36.77	37.50	38.25
Database Analyst	Start	33.25	33.92	34.60	35.29
	After 3 months	35.09	35.79	36.51	37.24
	After 6 months	37.03	37.77	38.52	39.29
Plan Checker	Start	30.57	31.18	31.80	32.44
Planning Technician	After 3 months	32.43	33.07	33.74	34.41
	After 6 months	34.58	35.27	35.97	36.69
Computer Technician	Start	27.65	28.21	28.77	29.34
GIS Technician	After 3 months	29.13	29.71	30.31	30.91
	After 6 months	30.03	30.63	31.24	31.87
Inventory Analyst	Start	28.62	29.19	29.78	30.37
	After 3 months	30.17	30.78	31.39	32.02
	After 6 months	31.11	31.73	32.37	33.01
Planner – Land Use		39.56	40.35	41.15	41.98
Planner – Environmental		36.05	36.77	37.50	38.25
Bylaw Enforcement Officer		29.73	30.33	30.93	31.55
Bylaw Enforcement Officer - RCMP RCMP Watch Clerk		28.35	28.91	29.49	30.08
Student – City Hall		16.28	16.60	16.94	17.28

\*The Buyer wage rates shall be red-circled until December 31, 2018.

\*Sandy Todd's wage shall be green-circled at her 2014 rate (\$36.69) for as long as she remains in the Buyer position.

## SCHEDULE 'B'

### Hourly Wage Rates – January 1, 2015 – December 31, 2018

		Jan. 1, 2015	Jan. 1, 2016	Jan. 1, 2017	Jan. 1, 2018
		2%	2%	2%	2%
Engineering Technologist	Start	30.29	30.90	31.52	32.15
Public Works Inspector	After 3 months	31.88	32.51	33.16	33.83
	After 6 months	33.80	34.48	35.17	35.87
Water Technician		33.06	33.72	34.39	35.08
Engineering Technician	Start	26.04	26.56	27.09	27.63
	After 3 months	28.18	28.75	29.32	29.91
	After 6 months	30.29	30.90	31.52	32.15
Administrative Assistant	Start	29.73	30.33	30.93	31.55
	After 3 months	30.75	31.37	32.00	32.64
	After 6 months	31.71	32.35	32.99	33.65
Department Clerk	Start	25.54	26.05	26.57	27.10
	After 3 months	27.53	28.08	28.64	29.21
	After 6 months	28.35	28.91	29.49	30.08
Receptionist	Start	25.54	26.05	26.57	27.10
	After 3 months	26.32	26.84	27.38	27.93
	After 6 months	27.12	27.66	28.22	28.78
Working Foremen:		36.63	37.36	38.11	38.87
-Water					
-Sewer/Drainage					
-Roads					
-Parks					
-Shop					
Horticulture Supervisor		34.56	35.25	35.95	36.67
Turfgrass Supervisor					
Parks Utility Supervisor					
Journeyman		34.13	34.81	35.51	36.22
-Mechanic					
-Electrician					

	Jan. 1, 2015 2%	Jan. 1, 2016 2%	Jan. 1, 2017 2%	Jan. 1, 2018 2%
<b>-Carpenter</b>				
<b>Equipment Operator</b>	32.31	32.96	33.62	34.29
<b>Handyman</b>				
<b>Roads 2</b>				
<b>Pipefitter 2</b>				
<b>Utilities Maint. Water 2</b>				
<b>Utilities Maint. Sewer 2</b>				
<b>Arborist</b>				
<b>Pipefitter 1</b>	30.24	30.85	31.46	32.09
<b>Roads 1</b>				
<b>Painter/Signman</b>				
<b>Utilities Maint. Sewer 1</b>				
<b>Utilities Maint. Water 1</b>				
<b>Gardener 2 -Horticulture</b>				
<b>Gardener 2 -Sports Turf</b>				
<b>Parks Utility 2</b>				
<b>Stores Keeper</b>	29.69	30.29	30.89	31.51
<b>Cemetery Worker</b>				
<b>Gardener 1 -Horticulture</b>	29.11	29.69	30.29	30.89
<b>Gardener 1 -Sports Turf</b>				
<b>Parks Utility 1</b>				
<b>Seasonal Gardener 1</b>				
<b>Labourer:</b>	27.79	27.79	28.35	28.91
<b>-Public Works</b>				
<b>-Parks</b>				
<b>-Trades</b>				
<b>Student:</b>	16.28	16.60	16.94	17.28
<b>-Public Works</b>				
<b>-Parks</b>				

Schedule B Labourer Position: The wage rate for the Labourer position will be red-circled until January 1, 2017 at which time the general wage increases will apply.

## SCHEDULE 'C'

### Hourly Wage Rates – January 1, 2015 – December 31, 2018

	Jan. 1, 2015 2%	July 1, 2015	Jan. 1, 2016 2%	Jan. 1, 2016	Jan. 1, 2017 2%	Jan. 1, 2018 2%
Office Supervisor	32.53		33.18		33.84	34.52
Receptionist 3	28.33		28.89		29.47	30.06
Receptionist 2	27.12		27.66		28.22	28.78
Receptionist 1	24.43		24.92		25.42	25.92
Program Assistant Youth Worker	25.68		26.20		26.72	27.26
Youth Services Supervisor	31.04		31.66		32.29	32.94
Pre-School Supervisor	24.47		24.96		25.46	25.97
Pre-School Assistant	18.54		18.91		19.29	19.68
Custodial Supervisor	31.47		32.10		32.74	33.39
Custodian*	23.02	24.02	24.50	25.00	25.50	26.01

Custodian rate increased \$1.00 effective July 1, 2015

Custodian rate increased \$0.50 effective January 1, 2016

Simon Stevenson and Donna Erickson are red-circled at their current wage rate (24.65) in accordance with Article 23.01(c) as long as they occupy the Custodian position and until January 1, 2016 at which time the general wage increase applies.

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE CORPORATION OF THE CITY OF COURTENAY**

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556**

**RE: RCMP WATCH CLERK**

1. The above parties agree to the following terms and conditions relating to the RCMP Watch Clerk classification:

Hours of Work:

Regular full-time working days for the RCMP Watch Clerk classification will include all days of the week with no overtime paid for regular hours worked on weekends and no overtime paid for hours worked within the shifts outlined below. Shift differential at the rate in accordance with Article 16.01, will be paid for all hours outside of 7:00 a.m. to 5:00 p.m.

The work cycle shall consist of eight (8) days (four [4] days on - four [4] days off) repeating itself after eight (8) weeks. The following shifts will be worked:

- (i) Dayshift starting at 7:00 a.m., ending at 6:00 p.m. The regular work day on this shift shall consist of eleven (11) hours, including an unpaid meal break of one (1) hour.
- (ii) Night shift starting at 6:00 p.m., ending at 5:00 a.m. The regular work day on this shift shall consist of eleven (11) hours, including an unpaid meal break of one (1) hour.

Holidays

At the beginning of each year (January 1) each full-time Watch Clerk will have their "Statutory Holiday Bank" credited with 110 hours (11 statutory holidays x 10 hours).

Employees starting full-time employment after January 1 will have their "Statutory Holiday Bank" credited with the number of statutory holidays still to come in the year x 10 hours.

At the beginning of the calendar year each employee will select one of two options for taking their statutory holiday time. The employee may choose to be paid for all statutory holiday hours in which case all time will be paid in full at the end of each year. If the employee chooses to bank the statutory holiday time for time off in the future, the employee and supervisor will meet to come to a mutual agreement on which days will

be scheduled off. All days off will be scheduled no later than the end of February in each year.

If an employee in this group is scheduled to work on a statutory holiday they will be paid in accordance with Article 17.05 (a), (b), and (c) "for all hours worked that fall on the statutory holiday".

Vacation

Each full-time Watch Clerk will be entitled to vacation in accordance with Article 18. Where there is reference to "weeks" of vacation, one week will be 35 hours (3 weeks = 105 hours).

Sick Bank & Severance Pay


Each full-time Watch Clerk will be entitled to sick leave in accordance with Article 19 and severance pay in accordance with Article 22. Where there is reference to "days", each day taken will be at 10 hours. Sick leave will continue to accrue based on a 35 hour work week (1 ¾ days = 12.25 hours or 75 days = 525 hours).

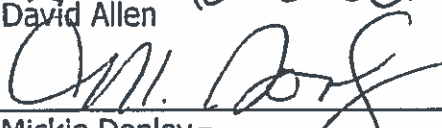
Leave of Absence


Each full-time Watch Clerk will be entitled to all leaves included under Article 20. Where there is reference to "days", each taken will be 10 hours (3 days = 30 hours). Leave entitlements will continue to be based on a 35 hour work week or 1820 hours per year for full-time employees.


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


SIGNED on behalf of the Corporation of the City of Courtenay:

  
\_\_\_\_\_  
David Allen


  
\_\_\_\_\_  
Mickie Donley

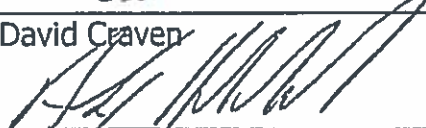
  
\_\_\_\_\_  
Randy Wiwchar

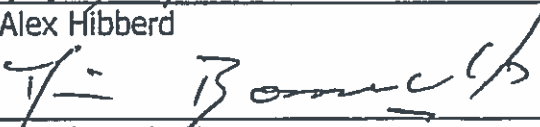
  
\_\_\_\_\_  
Tyler Madsen


  
\_\_\_\_\_  
David Snider


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

  
\_\_\_\_\_  
David Craven

  
\_\_\_\_\_  
Alex Hibberd

  
\_\_\_\_\_  
David Bombach

  
\_\_\_\_\_  
Terri Cox

  
\_\_\_\_\_  
Date:



**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE CORPORATION OF THE CITY OF COURTENAY**

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556**

**RE: JOURNEYMAN CARPENTER - DAVID CRAVEN**

The parties named above agree that David Craven, Journeyman Carpenter, will continue to receive an additional twenty-five cents (\$0.25) per hour, in addition to the regular Journeyman Carpenter wage rate, as provided to him in past Collective Agreements.


This provision will be applicable only for as long as David Craven remains in the Journeyman Carpenter position and shall not be applicable to anyone else who may fill in for him.

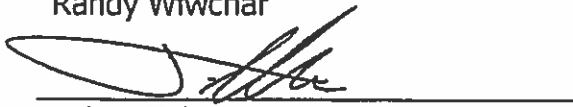
This Letter of Understanding shall remain in effect until the negotiation of a new Collective Agreement.

SIGNED on behalf of the Corporation  
of the City of Courtenay:

  
\_\_\_\_\_  
David Allen

  
\_\_\_\_\_  
Mickie Donley

  
\_\_\_\_\_  
Randy Wiwchar

  
\_\_\_\_\_  
Tyler Madsen

  
\_\_\_\_\_  
David Snider

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

  
\_\_\_\_\_  
David Craven

  
\_\_\_\_\_  
Alex Hibberd

  
\_\_\_\_\_  
David Bomback

  
\_\_\_\_\_  
Terri Cox

  
\_\_\_\_\_  
Date:

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE CORPORATION OF THE CITY OF COURTENAY**

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556**

**RE: OVERTIME**

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

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

SIGNED on behalf of the Corporation  
of the City of Courtenay:



David Allen



Mickie Donley



Randy Wiwchar



Tyler Madsen



David Snider

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



David Craven



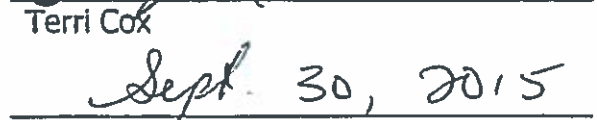
Alex Hibberd



David Bomback



Terri Cox



Date:

## LETTER OF UNDERSTANDING

**BETWEEN:**

**THE CORPORATION OF THE CITY OF COURTENAY**

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556**

**RE: SCHEDULING OF PART-TIME CUSTODIAL STAFF**

The parties agree that:

Schedules for part-time custodial staff shall be prepared monthly based on projected custodial requirements.

Part-time custodial staff shall be scheduled according to the following criteria:

1) Seniority:

Part-time custodial staff shall be scheduled in order of seniority affording the senior most employees first opportunity to maximize their weekly part-time hours (as per Articles 2.06 (b) and 11.01 (b),(d) of the Collective Agreement).

2) Qualifications:

The Employer shall not be required to schedule any part-time custodian for work for which they are not qualified.

3) Availability:

Part-time custodial staff shall provide to the Employer their availability for the month to be scheduled on the first day of the month prior to the month being scheduled.

The Employer shall not be obligated to call a part-time custodian for any shifts which the employee has indicated that he/she is unavailable.

4) Overtime:

The Employer shall not be required to offer additional hours to the senior qualified part-time custodian when such hours would incur overtime but instead shall offer said hours to the next qualified part-time custodian(s) in seniority order.

5) Posting of Schedules:

The Employer shall post the monthly work schedule at all affected work locations seven (7) days prior to the date on which such schedule becomes effective.

Once posted, adjustments may be made to the schedule due to sickness, cancelled or added bookings, staff requests and additional work requirements.

Such vacancies must be filled in order of seniority by qualified part-time custodial employees.

6) Casual Custodians:

Once there are no longer any part-time custodians available the Employer shall utilize casual custodial employees to fill vacancies.

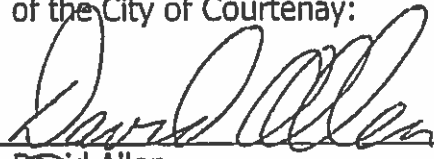
SHIFT CHANGE


Employees may exchange shifts provided that:

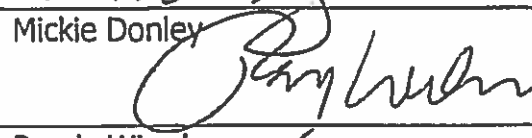
- a) Prior approval of such exchange is given by the employee's supervisor and;

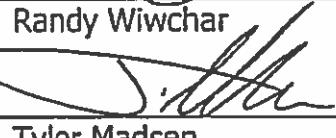
- b) The shift exchange does not incur any overtime.

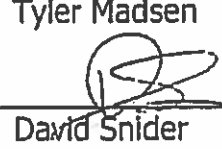
SIGNED on behalf of the Corporation  
of the City of Courtenay:

  
\_\_\_\_\_

David Allen  
  
\_\_\_\_\_


Mickie Donley  
  
\_\_\_\_\_


Randy Wiwchar  
  
\_\_\_\_\_

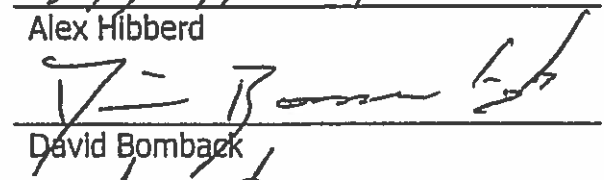
Tyler Madsen  
  
\_\_\_\_\_

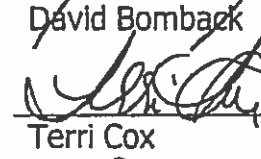
David Snider

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

  
\_\_\_\_\_

David Craven  
  
\_\_\_\_\_

Alex Hibberd  
  
\_\_\_\_\_

David Bomback  
  
\_\_\_\_\_

Terri Cox  
Date: Sept 30, 2015

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF COURTENAY

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556

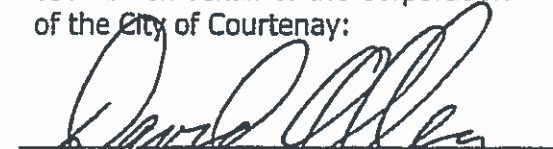
RE: PROPERTY MANAGEMENT SUPERVISOR CLASSIFICATION

These Parties agree to the following:


1. That the Property Management Supervisor classification be created under Schedule "A" of the current collective agreement with the hourly wage rate of \$39.96.
2. This classification is created on a "without Prejudice and without Precedent" basis for the temporary period of one (1) year. When the incumbent of the exempt position of "Property Management Coordinator" returns to work from leave of absence, the Property Management Supervisor classification will no longer be required.
3. This agreement shall remain in effect until December 31, 2016.

SIGNED on behalf of the Corporation of the City of Courtenay:


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


  
 \_\_\_\_\_  
 David Allen


  
 \_\_\_\_\_  
 David Craven

  
 \_\_\_\_\_  
 Mickie Donley

  
 \_\_\_\_\_  
 Alex Hibberd


  
 \_\_\_\_\_  
 Randy Wiwchar

  
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 David Bombback

  
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 Tyler Madsen

  
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 Terri Cox

  
 \_\_\_\_\_  
 David Snider

  
 \_\_\_\_\_  
 Date:

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF COURTENAY

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556

RE: NEW JOB OR CHANGED CLASSIFICATIONS

The parties agree to form an ad hoc committee outside of the current bargaining process to jointly negotiate rates of pay for new or changed classifications created by the Employer as per Article 23 of the Collective Agreement.


The Committee shall be comprised of the Manager of Human Resources and the Unit Vice-President and include the appropriate representatives of the parties as needed.


The work of the Committee will be completed within thirty (30) days of ratification of a new Collective Agreement. The Employer will pay for the costs of the meetings.

SIGNED on behalf of the Corporation  
of the City of Courtenay:

  
\_\_\_\_\_  
David Allen


  
\_\_\_\_\_  
Mickie Donley


  
\_\_\_\_\_  
Randy Wiwchar


  
\_\_\_\_\_  
Tyler Madsen

  
\_\_\_\_\_  
David Snider

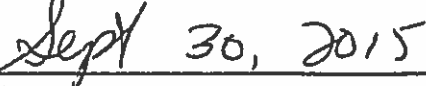
SIGNED on behalf of Canadian Union  
of Public Employees, Local 556:

  
\_\_\_\_\_  
David Craven

  
\_\_\_\_\_  
Alex Hibberd

  
\_\_\_\_\_  
David Bomback

  
\_\_\_\_\_  
Terri Cox

  
\_\_\_\_\_  
Date: Sept 30, 2015

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF COURTENAY

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556

RE: AMALGAMATION, REGIONALIZATION AND MERGER PROTECTION

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

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

SIGNED on behalf of the Corporation of the City of Courtenay:

  
David Allen

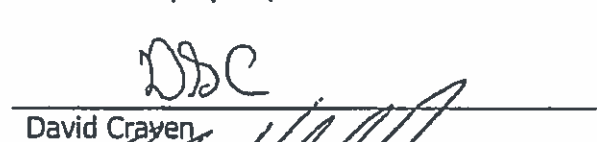
  
Mickie Donley

  
Randy Wiwchar

  
Tyler Madsen

  
David Snider

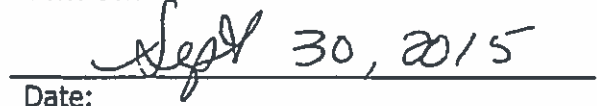
SIGNED on behalf of Canadian Union of Public Employees, Local 556:

  
David Craven

  
Alex Hibberd

  
David Bombard

  
Terri Cox

  
Date:



**APPENDIX 'A'**

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE CITY OF COURTENAY**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 556**

This appended package forms part of the Collective Agreement dated January 1, 2015 to December 31, 2018 and renewed for a further term of two years, January 1, 2019 to December 31, 2020.

*The Parties respectfully acknowledge that we are within the unceded traditional territory of the K'omoks First Nation.*



MEMORANDUM OF AGREEMENT

CITY OF COURTENAY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 556

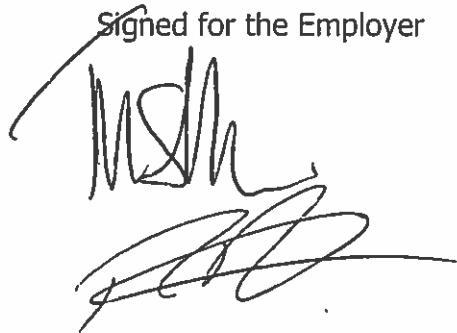
The following is the City's proposed resolution to the Collective Agreement that expired on December 31, 2018.

1. A two (2)-year roll-over of all terms and conditions of the Collective Agreement unless otherwise altered through a Letter of Understanding (LOU) with two percent (2%) increases in each year of the term (January 1, 2019 to December 31, 2020).
  - a. Updated schedules will be attached including the two percent (2%) annual increases, new positions and any other adjustments since ratification of the last term. The Parties agree that the City will eliminate the three (3) and six (6) month adjustment process and will only have one rate of pay for each position.
2. The Parties will sign a LOU increasing the payment-in-lieu of vacation entitlement, statutory holiday entitlement, and benefits from 10.4% to 12.4% effective January 1, 2019. This will be incorporated into the Collective Agreement upon its renewal after December 31, 2020.
3. The Parties will sign a LOU introducing a Compassionate Leave provision under Article 20.09 Family Responsibility Leave, whereby employees will be granted up to three (3) paid leave days to provide for emergent family situations other than death. Emergent family situations are events that are of a sudden, urgent and usually unexpected nature, requiring immediate action (eg. requirement for immediate medical care for a family member or providing care or support to an eligible family member who is critically ill or injured or requires end-of-life care). Eligible family members will be consistent with those included under Article 20.09. Use of this leave will require the approval of the Employer and shall be deducted from the employee's sick leave accrual. This will be considered separate from 20.02 Compassionate Leave, and the Employer and the Union will reconvene to discuss this provision prior to the next round of bargaining to determine placement into the Collective Agreement.



4. The Parties will begin meeting in approximately April 2019 to review our current benefits' offering and need for any potential updates. The Union shall provide a list of potential benefit improvements prior to the Parties agreement with the agent of record. The Parties agree that if there is an agreement to improve any provisions of the benefit plan, the cost of these improvements will not exceed point five percent (0.5%).
5. Through the Labour-Management Committee, and prior to March 31, 2019, the Parties agree to review the Collective Agreement language regarding the banking of overtime with a goal to develop a consistent practice across all departments.
6. Through the Labour-Management Committee, and prior to March 31, 2019, the Parties agree to review the Collective Agreement language regarding vacation process.
7. Letters of Understanding signed between September 30, 2015 and January 21, 2019 (as attached) will form part of the MOA.
8. Attach Schedules A, B and C.

Signed for the Employer



Date:

March 4, 2019

Signed for the Union

- DDC  
- [Signature]  
- [Signature]  
- Kris Wood



**SCHEDULE 'A'**  
**Hourly Wage Rates – January 1, 2019 – December 31, 2020**

	Jan. 1, 2019 2%	Jan. 1, 2020 2%
Receptionist	29.36	29.94
Cashier		
Clerk:	30.68	31.30
-Department		
-Administration		
-Purchasing		
-Community Services		
-Legislative Services		
-Development Services		
Clerk	31.29	31.92
- Finance		
- Payroll		
Communications & Marketing Specialist	34.32	35.01
Admin. Assistant:		
-Finance		
-Administration		
Accountant	39.72	40.51
Chief Building Inspector	44.12	45.00
Planning Supervisor		
Building Inspector 3	42.82	43.68
Building Inspector 2	41.68	42.51
Building Inspector 1	40.50	41.31





	Jan. 1, 2019 2%	Jan. 1, 2020 2%
Procurement Specialist	40.50	41.31
Network Technician	39.02	39.80
Database Analyst	40.08	40.88
Programmer Analyst	42.82	43.68
Planner 1 - Planning Technician	38.20	38.96
Computer Technician GIS Technician	32.51	33.16
Inventory Analyst	33.67	34.34
Planner 3 – Land Use	42.82	43.68
Planner 2 - Development - Policy	39.02	39.80
Bylaw Enforcement Officer	32.18	32.82
RCMP - RCMP Bylaw Enforcement Officer - RCMP Watch Clerk	30.68	31.30
Student – City Hall	17.63	17.98



**SCHEDULE 'B'**  
**Hourly Wage Rates – January 1, 2019 – December 31, 2020**

	Jan. 1, 2019 2%	Jan. 1, 2020 2%
Engineering Technologist	36.59	37.32
Public Works Inspector		
Water Technician	35.78	36.50
Engineering Technician	32.79	33.45
Administrative Assistant	34.32	35.01
Department Clerk	30.68	31.30
Receptionist	29.36	29.94
Working Foremen:	39.65	40.44
-Water		
-Wastewater/Drainage		
-Roads		
-Parks		
-Shop		
Horticulture Supervisor	37.40	38.15
Turfgrass Supervisor		
Parks Utility Supervisor		
Journeyman	36.94	37.68
-Mechanic		
-Electrician		
-Carpenter		
Equipment Operator	34.98	35.68
Handyman		
Roads 2		
Painter/Signman		
Pipefitter 2		
Utilities Maint. Water 2		
Utilities Maint. Sewer 2		
Arborist		



	Jan. 1, 2019 2%	Jan. 1, 2020 2%
Pipefitter 1	32.73	33.39
Roads 1		
Utilities Maint. Sewer 1		
Utilities Maint. Water 1		
Gardener 2 -Horticulture		
Gardener 2 -Sports Turf		
Parks Utility 2		
Stores Keeper	32.14	32.78
Cemetery Worker		
Gardener 1 -Horticulture	31.51	32.14
Gardener 1 -Sports Turf		
Parks Utility 1		
Seasonal Gardener 1		
Labourer:	29.49	30.08
-Public Works		
-Parks		
-Trades		
Student:	17.63	17.98
-Public Works		
-Parks		



**SCHEDULE 'C'**  
**Hourly Wage Rates – January 1, 2019 – December 31, 2020**

	Jan. 1, 2019 2%	Jan. 1, 2020 2%
Office Supervisor	35.21	35.91
Receptionist 3	30.66	31.27
Receptionist 2	29.36	29.94
Receptionist 1	26.44	26.97
Program Assistant Youth Worker	27.81	28.36
Youth Services Supervisor Adapted and Inclusive Programming Supervisor	33.60	34.27
Pre-School Supervisor	26.49	27.02
Pre-School Assistant	20.07	20.48
Custodial Supervisor	34.06	34.74
Custodian	26.53	27.06





THE CORPORATION OF THE CITY OF COURTENAY

830 Cliffe Avenue  
Courtenay, B.C.  
V9N 2J7



Phone 250-334-4441  
Fax 250-334-4241  
email: info@courtenay.ca

March 31, 2019

To: David Craven, CUPE Unit Vice  
Terri Cox, Chief Shop Steward

From: Rick Reid, Manager of Human Resources

RE: **FIRST YEAR EMPLOYEE VACATION ENTITLEMENT PROCESS UPDATE**

This letter will confirm our discussion regarding the application of the first year employee vacation entitlement process as agreed upon on November 30, 2017 (attached) and based on feedback received after the January 2019 vacation bank allocations.

- Errors were made with the allocation of vacation for two employees who received three weeks of vacation rather than the prorated amount from their anniversary date to December 31, 2018. These employees will not receive extra vacation time but will be provided with the option to have their balance properly adjusted now or leave the balance intact but receive only a prorated amount on January 1, 2020.
- Going forward, any employee hired on or after September 1 of a given year will be allowed to carry up to one additional week of unused vacation into the next calendar year.
- The City will ensure that our vacation process is addressed through the recruitment and orientation process.
- The City will provide employees with a letter on their first anniversary date confirming their vacation entitlement and the pro-rating process for the remainder of the first full calendar year of employment.
- In accordance with the Collective Agreement, employees may still use one week of vacation after six months and before the end of their first year of employment.

We are hopeful that this will help avoid further confusion with the administration of vacation for employees in their first year of employment. If you would like to discuss the matter further please, let me know.

Sincerely,

A handwritten signature in black ink, appearing to be "Rick Reid", written over a horizontal line.

Rick Reid  
Manager of Human Resources

c.c. Leah Kitching – Payroll & Benefits Coordinator



THE CORPORATION OF THE CITY OF COURTENAY

830 Cliffe Avenue  
Courtenay, B.C.  
V9N 2J7



Phone 250-334-4441  
Fax 250-334-4241  
email: info@courtenay.ca

November 30, 2017

To: David Craven, CUPE Unit Vice

From: Rick Reid, Manager of Human Resources

RE: FIRST YEAR EMPLOYEE VACATION ENTITLEMENT

This letter will outline our agreement on a resolution to concerns raised from the Union about how vacation is accumulated and added to vacation banks in an employees' first year of service and will apply to all unionized employees hired after January 1, 2017.

New employees will have their full vacation accrual from their first year of employment added to their vacation bank on their first anniversary date. There will no longer be a January 1 deposit of accrued vacation from the date of hire to the end of the calendar year. Vacation time accrued between the first anniversary date and the end of that calendar year will be deposited at the beginning of the next calendar year and the employee will follow the regular vacation accrual cycle from that point.

In accordance with the Collective Agreement, employees may still use one week of vacation after six months and before the end of their first year of employment.

For example:

A new employee is hired on September 1, 2017 and works full time hours. Employee will have accrued vacation (three weeks) added to their vacation bank on September 1, 2018. They will earn one more week between September 1, 2018 and December 31, 2018 which will be added to their bank at the beginning of 2019. Employee will then follow regular vacation accrual cycle.

In signing below, that parties agree that this will resolve the concerns brought forward about how vacation is accumulated and added to vacation banks in an employees' first year of service.

Sincerely,

Rick Reid  
Manager of Human Resources

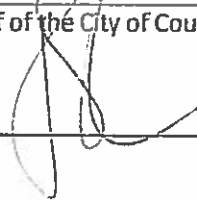

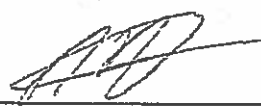
On behalf of the Union		On Behalf of the City of Courtenay	
Signature		Signature	
Print Name	Date	Print Name	Date



**Letter of Understanding  
Compensation in Lieu of Benefits and Vacation Pay**

In accordance with the Memorandum of Agreement ratifying the 2019-2020 Collective Agreement between the City of Courtenay and CUPE Local 556, the parties agree that effective January 1, 2019, the payment provided to Casual and Relief employees as outlined in Article 2.06 (d) and (e) in lieu of vacation entitlement, statutory holiday entitlement, and benefits will be increased from 10.4% to 12.4%.

This Letter of Understanding will be included in the subsequent collective agreement.

On behalf of the City of Courtenay	On Behalf of CUPE Local 556
 Signature	 Signature
 Signature	 Signature
April 24, 2019 Date	MAY 17 2019 Date

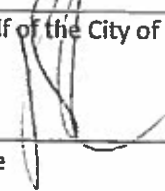
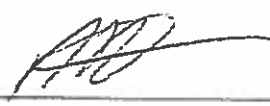




## Letter of Understanding Family Responsibility Compassionate Care Leave

The parties agree that for the duration of the January 1, 2019 – December 31, 2020 Collective Agreement, a Family Responsibility Compassionate Care Leave provision will be piloted with the following conditions and eligibility criteria:

- Employees may be eligible for up to three (3) days with pay per calendar year for Family Responsibility Compassionate Care Leave to provide for emergent family situations
- Emergent family situations are events that are of a sudden, urgent and usually unexpected nature, requiring immediate action such as a requirement for immediate medical care for a family member or providing care or support to an eligible family member who is critically ill or injured or requires end-of-life care
- Eligible family members will be consistent with those identifies under Article 20.09.
- Use of Family Responsibility Compassionate Care Leave days must be approved by the City and will deducted from the employees' sick bank, provided sufficient credits are available

This Letter of Understanding and the utilization of this Leave will be reviewed prior to ratification of the subsequent Collective Agreement:

<p>On behalf of the City of Courtenay</p> <p></p> <hr/> <p>Signature</p> <p></p> <hr/> <p>Signature</p> <p><u>April 24, 2019</u></p> <hr/> <p>Date</p>	<p>On Behalf of CUPE Local 556</p> <p></p> <hr/> <p>Signature</p> <p></p> <hr/> <p>Signature</p> <p><u>MAY 17 / 19</u></p> <hr/> <p>Date</p>
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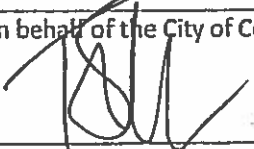
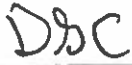
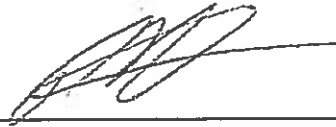

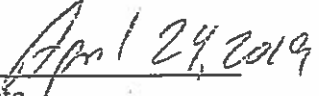
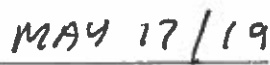
## Letter of Understanding Banking of Overtime

The parties agree that effective April 1, 2019, the following language will replace Articles 15.02(c), 15.03(e) and 15.04(d).

*Employees will receive either payment of overtime worked or time off in lieu. Time off in lieu is subject to a maximum of ten (10) days per calendar year and must be taken at a time approved by the employer and within the calendar year in which it is banked unless approved for carryover into the next calendar year. All other overtime hours will be paid out.*

The net effect of this change is that the same overtime banking maximum and usage practices will apply to all staff. There will no longer need to be an election made at the start of the calendar year. The banking of overtime can be determined as it is earned provided the annual two week maximum has not yet been reached. Employees will not be permitted to replenish their overtime banks once the maximum of two weeks has been banked within the calendar year.

This Letter of Understanding will be included in the subsequent collective agreement.

On behalf of the City of Courtenay	On Behalf of CUPE Local 556
	
Signature	Signature
	
Signature	Signature
	
Date	Date



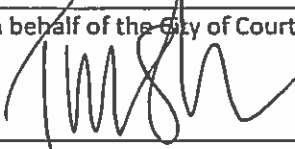



**Letter of Understanding  
Temporary Public Works Services Department Positions**

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

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

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

These temporary positions will not be used to replace regular employees or fill vacant regular positions.

<p>On behalf of the City of Courtenay</p> <p></p> <hr/> <p>Signature</p> <p></p> <hr/> <p>Signature</p> <p>_____</p> <p>Date</p>	<p>On Behalf of the Union</p> <p></p> <hr/> <p>Signature</p> <p></p> <hr/> <p>Signature</p> <p><u>MAY 17/19</u></p> <hr/> <p>Date</p>
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**Letter of Understanding  
Temporary Roads Foreman Position**

On a without precedent basis, the parties agree that for a trial period, the Transportation & Utilities Division will temporarily create a second Roads Foreman position for a twelve (12) month period to address the volume of work that cannot be met solely with the current staffing complement of one Roads foreman and to assess the long-term need for a second foreman position in the Roads Section.


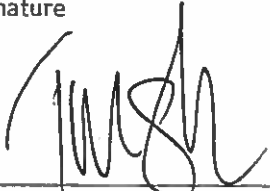


This temporary position will be posted internally for one week so that any interested employees may apply.

The division of responsibilities and assignment of work between the two foreman positions will be at the discretion of the Manager of Transportation and Utilities. The proposed structure and outline of responsibilities is as follows: current Roads Foreman however as a structure guideline:

- The current Roads Foreman will be focused on project management and contract administration
- The temporary Roads Foreman will be focused on day-to-day crew supervision and assignment of duties related to roads maintenance work

In the event that it is determined that the temporary position is not required for the full twelve month period, the incumbent will be provided with at least two weeks' notice and then return to their home position.

In the event a permanent Foreman position is created and approved, the regular posting process outlined in the Collective Agreement will be followed.

<p>On behalf of the City of Courtenay</p>  <hr/> <p>Signature</p>  <hr/> <p>Signature</p> <hr/> <p>Date</p>	<p>On Behalf of the Union</p>  <hr/> <p>Signature</p> <hr/> <p>Signature</p>  <hr/> <p>Date</p>
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## Letter of Understanding Carpenter Limited Term Position

On a without precedent basis, the parties agree that for a trial period, the Civic Properties Maintenance will hire one (1) full-time Limited Term Carpenter position for an employment term of up to one (1) year to address the short-term volume of work that cannot be met solely with the current staffing complement.

This Limited Term employee will be eligible for all of the benefits and entitlements provided to regular full time employees with the exception of:


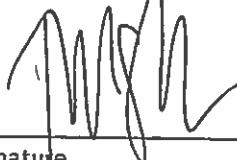


- Seniority accrual for layoff purposes
- Layoff and recall rights, including bumping of regular status positions

Unless otherwise stipulated and agreed, Limited Term employees:

- shall have the same eligibility to compete for permanent postings as relief employees as outlined in Article 12.01(d) of the Collective Agreement
- shall follow the same vacation accrual and utilization processes as regular full-time employees
- may be hired for an employment term of less than one (1) year based on remaining work requirements and as negotiated with the successful applicant
- shall serve a four (4) month probationary period in accordance with Article 12.04 or ninety (90) day trial period in accordance with Article 12.05 of the Collective Agreement as applicable
- shall have their seniority date adjusted retroactively to their limited-term hire date, or as otherwise agreed in the event they are the successful applicant on a regular posting and have not had a break in service between positions of greater than three (3) months

Upon mutual agreement between the Employer and the Union, the initial employment term may be extended by up to one (1) year based on the anticipated completion date of departmental work requirements.

This Limited Term employment term may be ended earlier than the original termination date with thirty (30) calendar days of working notice or equivalent pay in lieu of notice.

<p>On behalf of the City of Courtenay</p> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <p>Signature</p> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <p>Signature</p> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <p>Date</p>	<p>On Behalf of the Union</p> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <p>Signature</p> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <p>Signature</p> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <p>Date</p>
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## Letter of Understanding Engineering Services Limited Term Positions

The parties agree that the Engineering Services division will hire up to two (2) full-time Limited Term Engineering Technician positions for employment terms of up to two (2) years for each position to address the short-term volume of work that cannot be met solely with the current staffing complement.

These Limited Term employees are eligible for all of the benefits and entitlements provided to regular full time employees with the exception of:

- Seniority accrual for layoff purposes
- Layoff and recall rights, including bumping of regular status positions


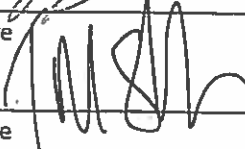
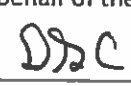
Successful applicants for these positions shall receive an offer letter that explains the terms of employment and the end date of the employment term.

Limited Term employees hired under this agreement:

- shall have the same eligibility to compete for permanent postings as relief employees as outlined in Article 12.01(d) of the Collective Agreement
- shall follow the same vacation accrual and utilization processes as regular full-time employees
- may be hired for an employment term of less than two (2) years based on remaining work requirements and as negotiated with the successful applicant
- shall serve a four (4) month probationary period in accordance with Article 12.04 of the Collective Agreement
- shall have their seniority date adjusted retroactively to their limited-term hire date in the event they are the successful applicant on a regular posting and have not had a break in service between positions of greater than one (1) month

Upon mutual agreement between the Employer and the Union, the initial employment term may be extended by up to one (1) year based on the anticipated completion date of departmental work requirements.

The employment term of a Limited Term employee who has successfully completed their probationary period may be ended earlier than the original termination date with thirty (30) calendar days of working notice or equivalent pay in lieu of notice.

<p>On behalf of the City of Courtenay</p> <p> _____ Signature</p> <p> _____ Signature</p> <p>_____ Date</p>	<p>On Behalf of the Union</p> <p> _____ Signature</p> <p>_____ Signature</p> <p><u>MAY 17 / 19</u> _____ Date</p>
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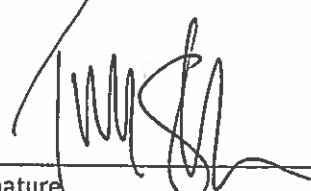

## Letter of Understanding Creation of Planning Supervisor

The parties agree that the City will create a new Planning Supervisor position within the Development Services Department. This will be a "Schedule A" position and classified at a rate of pay of \$43.25 per hour for 2018. The job description for this position is attached to this Letter of Understanding.

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

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

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

<p>On behalf of the City of Courtenay</p>  <hr/> <p>Signature</p>  <hr/> <p>Signature</p> <hr/> <p>Date</p>	<p>On Behalf of the Union</p>  <hr/> <p>Signature</p> <hr/> <p>Signature</p> <hr/> <p>MAY 17/19</p> <hr/> <p>Date</p>
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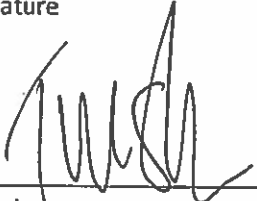
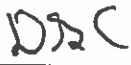
**Letter of Understanding  
Creation of Programmer Analyst Position**

The parties agree that the City will create a new Programmer Analyst position within the Information Technology Department. This will be a "Schedule A" position and classified at a rate of pay of \$41.98 per hour for 2018. The job description for this position is attached to this Letter of Understanding.

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

The Programmer Analyst position will be added to the wage schedule of the next Collective Agreement between the City and CUPE Local 556.

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

<p>On behalf of the City of Courtenay</p>  <hr/> <p>Signature</p>  <hr/> <p>Signature</p> <hr/> <p>Date</p>	<p>On Behalf of the Union</p>  <hr/> <p>Signature</p> <hr/> <p>Signature</p> <p><u>MAY 17 / 19</u></p> <hr/> <p>Date</p>
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**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE EMPLOYER OF THE CITY OF COURTENAY**

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556**

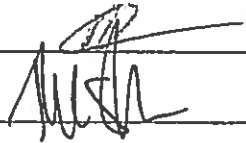
These parties agree to the following:

1. That the Planning Technician in Schedule "A" of the current collective agreement be re-classified to Planner 1 at the following wage rates:

Jan. 1, 2016	Jan. 1, 2017	Jan. 1, 2018
35.77	36.49	37.22

2. This agreement shall remain in effect until the negotiation of a new collective agreement.

FOR THE EMPLOYER:

\_\_\_\_\_  
\_\_\_\_\_  


FOR THE UNION:

\_\_\_\_\_  
\_\_\_\_\_  


Date: \_\_\_\_\_





**Letter of Understanding  
Transfer of RCMP Positions to the City of Courtenay**

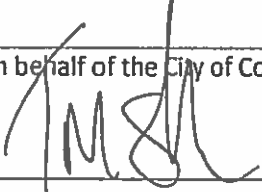
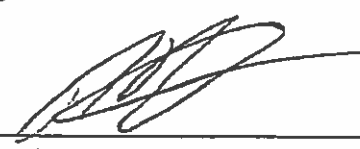

The parties agree that two RCMP based positions, Exhibit Custodian (replacing the RCMP Watch Clerk position vacated by Denise Madeiros effective April 1, 2019) and Court Liaison, will transfer to the City of Courtenay to be covered by the CUPE Collective Agreement and listed under Schedule 'A' effective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

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

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

No job posting will be required for the Exhibit Custodian position. The two part-time incumbents, Gordon Rutherford and Ross MacIsaac will transfer to the City directly into this position effective July 1, 2019. Neither incumbent will transfer service to the City for any seniority, vacation entitlement nor any other purposes provided in the Collective Agreement. Both incumbents will work an average of 17.5 hours per week and will receive payment in lieu of benefits entitlement. Mr. Rutherford and Mr. MacIsaac will each receive an offer of employment from the City of Courtenay confirming this information.

This Letter of Understanding will be included in the subsequent collective agreement.

<p>On behalf of the City of Courtenay</p>  <hr/> <p>Signature</p>  <hr/> <p>Signature</p> <hr/> <p>Date</p>	<p>On Behalf of CUPE Local 556</p>  <hr/> <p>Signature</p> <hr/> <p>Signature</p> <hr/> <p>MAY 17/19</p> <hr/> <p>Date</p>
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**Letter of Understanding  
Creation of Active Living Programmer Position**

The parties agree that the City will create a new Active Living Programmer position within the Recreation and Cultural Services Department. This position is not a "net new" position as it replaces the currently vacant Active Living Program Assistant position and will report to the Assistant Manager, Active Living- Recreation. This will be a "Schedule C" position and classified at a rate of pay of \$29.65 per hour for 2019. The job description for this position is attached to this Letter of Understanding.

The Active Living Programmer position will be added to "Schedule C" of the next Collective Agreement between the City and CUPE Local 556.

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

<p>On behalf of the City of Courtenay</p> <p></p> <hr/> <p>Signature</p> <p></p> <hr/> <p>Signature</p> <p>_____</p> <p>Date</p>	<p>On Behalf of the Union</p> <p></p> <hr/> <p>Signature</p> <p>_____</p> <p>Signature</p> <p><u>MAY 17 / 19</u></p> <hr/> <p>Date</p>
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**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE EMPLOYER OF THE CITY OF COURTENAY**

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556**

These parties agree to the following:

**Re: Schedule "C" Custodian & Custodial Supervisor – Increase in Regular Full-time Hours of Work**

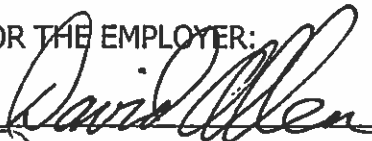
Notwithstanding Articles 2.06 (a) & (b) the regular full-time work week for the Custodian and Custodial Supervisor classifications is forty (40) hours.

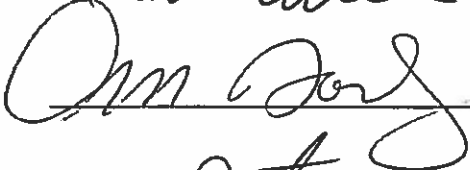
Notwithstanding Article 14.03, the regular full-time working day for the Custodian and Custodial Supervisor classifications shall be eight and one half (8 1/2) hours per day, including an unpaid lunch period of one half (1/2) hour.

The application of this Letter of Understanding will be effective October 23, 2016.

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

FOR THE EMPLOYER:

  
\_\_\_\_\_

  
\_\_\_\_\_

Date:

Oct 14, 2016

FOR THE UNION:

  
\_\_\_\_\_

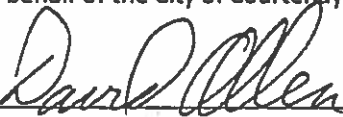

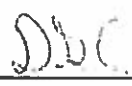

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**Letter of Understanding  
Adjustments to Employee Benefits Program**

In accordance with the Memorandum of Agreement ratifying the 2019-2020 Collective Agreement between the City of Courtenay and CUPE Local 556, the parties agree to the following changes to the benefits program. Unless indicated otherwise, all changes will be effective November 1, 2019.

1. The annual \$25 deductible that is currently applied to the first use of paramedical practitioners and medical equipment in each calendar year will be eliminated effective January 1, 2020.
2. The annual maximums for Physiotherapy (currently \$1,500) and Chiropractic (currently \$500), will be adjusted to \$1,250 for Physiotherapy and \$750 for Chiropractic.
3. The annual lifetime maximum for Orthodontics will increase from \$2,500 to \$3,000. There will not be a change to eligibility criteria.
4. The Long Term Disability maximum monthly benefit will be increased to \$5,000 per month under the SSQ plan. This will not apply to employees currently on Long Term Disability.

<p>On behalf of the City of Courtenay</p> <p> _____ Signature</p> <p> _____ Signature</p> <p><u>Nov 18/19</u> _____ Date</p>	<p>On Behalf of the Union</p> <p> _____ Signature</p> <p> _____ Signature</p> <p><u>NOV 15/19</u> _____ Date</p>
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