

Agreement Between



COWICHAN VALLEY REGIONAL DISTRICT

- Administration Building
- Economic Development
- Island Savings Centre
- Kerry Park Recreation Centre

And



CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 358

January 1, 2017 - December 31, 2020

CVRD - CUPE

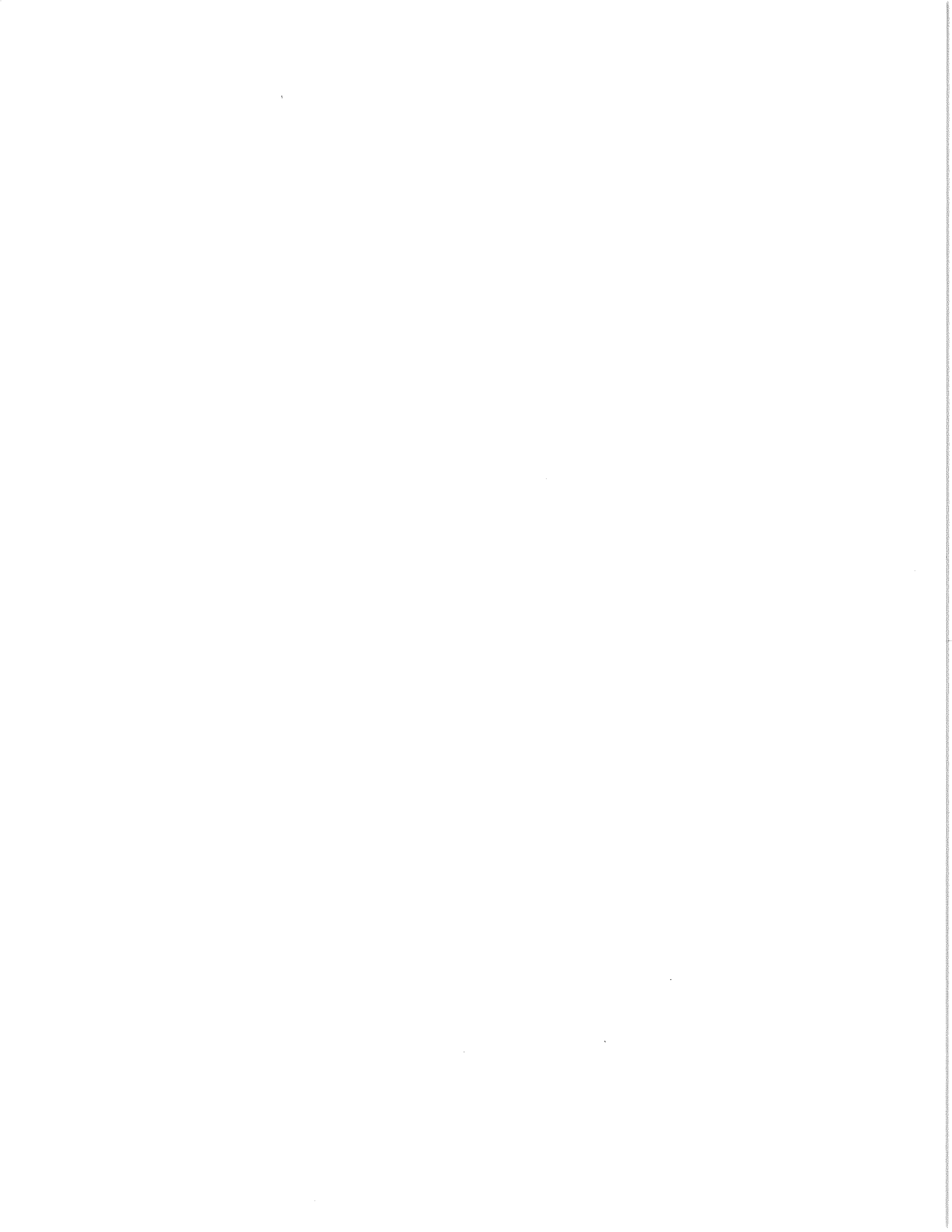


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This Agreement made this 1st day of January, 2017

BETWEEN the:

COWICHAN VALLEY REGIONAL DISTRICT

(hereinafter called the "District" or "Employer")

OF THE FIRST PART

AND the:

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 358**

(Representing employees of the Cowichan Valley Regional District at the Administration Building, Economic Development, Kerry Park Recreation Centre, Island Savings Centre (hereinafter called the "Union")).

OF THE SECOND PART

WHEREAS the District is an "Employer" within the meaning of the Labour Relations Code of British Columbia;

AND WHEREAS the Union is a "Trade Union" within the meaning of said Code;

AND WHEREAS the Union has been duly Certified to represent specified employees of the **Cowichan Valley Regional District;**

AND WHEREAS it is the desire of both parties to promote and maintain harmonious industrial relations, and to recognize the mutual value of joint discussions and negotiations;

AND WHEREAS the parties have carried out collective bargaining and have reached agreement as hereinafter expressed;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto agree each with the other as follows:

1. **DEFINITIONS**

1.01 Employee

Means any person defined as such by the Labour Relations Code of British Columbia who is employed in one of the categories listed below, save and except those persons excluded from the bargaining unit by mutual agreement of the parties.

1.02 Regular Full-time Employee

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

1.03 Regular Part-time Employee

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

1.04 Temporary Employee

Is an employee hired temporarily on a fixed term basis to perform general relief or a specific project or undertaking, during which term a regular full-time work schedule may be worked.

1.05 Casual Employee

"Casual Employee" is an employee hired to occupy a position in Schedule "A" attached hereto, who works irregular hours on an as-needed basis.

1.06 Probationary Employee

Is any employee who has not successfully completed the requirements of the probationary period. Probationary employees shall be entitled to the benefits and conditions of this agreement only where such are explicitly provided.

1.07 Probationary Period

- (a) All newly hired regular full-time and regular part-time employees shall serve a probationary period of ninety (90) working days from date of hire, during which period such an employee may be terminated for just cause.
- (b) Temporary and casual employees shall serve a probationary period of four hundred eighty (480) hours during which period such an employee may be terminated for just cause.
- (c) The probationary period may be extended, by mutual consent between the Employer and the Union, for an additional thirty (30) working days or two hundred forty (240) hours.
- (d) Upon satisfactory completion of the probationary period, regular full-time and regular part-time employees seniority shall commence on the date of initial employment.

1.08 Student Employee

A student shall be a temporary Employee currently enrolled in or intending at the end of the term of employment to enroll or re-enroll in a post secondary institution.

The definition of student will also include any temporary employee who will not be returning to post-secondary studies but who must, in order to complete the graduation requirements, complete a final work experience term. All students within the certification shall pay Union dues.

1.09 Temporary Position

A temporary position is one created to fill a specific work requirement, which is anticipated to be of limited duration, but no longer than two (2) years. Such a position may be filled by either a temporary employee, a casual employee or a regular employee, dependent on the requirements of the position.

2. MANAGEMENT RIGHTS

2.01 Management Rights

The management of the work force and of the methods of operation is vested exclusively in the Employer, except as otherwise specifically provided in this Agreement.

3. RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 358 as the sole and exclusive Collective Bargaining Agent for all its employees as defined by the Certification and hereby consents to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relations between parties, looking towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

Work assigned to people within the Bargaining Unit shall not be undertaken by people outside the Unit except in cases mutually agreed to by both parties.

3.03 No Other Agreements

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

3.04 Right of Fair Representation

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

3.05

Union Officers and Committee Members

- (a) The Union shall provide the Employer with the list of employees who are its elected officers, stewards, committee members and other official representatives. This list shall be kept current at all times.
- (b) All applications for leave of absence to conduct Union business whether with or without pay, shall be granted only upon application to and receiving permission from the Administrator or such other management person as designated by the Administrator. Such permission shall not be unreasonably withheld.
- (c) Official representatives of the Union shall be granted time off without loss in regular salary/wages when meeting with official representatives of the Employer for the purpose of:
 - i. Settling a grievance that has not been referred to a third party or to arbitration – (two (2) official representatives, plus the grievor(s))
 - ii. Joint Labour / Management Committee meetings (up to six (6) official representatives)
 - iii. Joint Occupational Health and Safety Committee meetings (maximum of three (3) Union members)
 - iv. Special Joint Committees established by agreement of both parties (up to six (6) official representatives)
 - v. When the above matters of dispute have not been referred to any third party.
- (d) Official representatives of the Union shall be granted leaves of absence without salary or benefits for the purpose of attending meetings or transacting other business in connection with matters affecting members of the Local Union.
- (e) The Union shall provide the Employer with reasonable notice prior to the commencement of any leave granted under this section. All time spent in performing such Union duties on behalf of the Local Union, shall be considered as time worked.

4. HUMAN RIGHTS

4.01 No Discrimination

The parties hereto subscribe to the principles of the Human Rights Code of British Columbia. The Employer agrees that there shall be no discrimination with respect to an employee's employment by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, criminal or summary conviction that is unrelated to the employment of that person, nor by reasons of the employee's membership or activity in the Union.

4.02 Equal Employment Opportunities

The Employer and the Union agree to ensure equal employment opportunities for all employees.

4.03 No Barrier to Affirmative Action

Nothing in this Article shall be construed as a barrier to the formulation or implementation of any affirmative action plan mutually agreed upon by the Employer and the Union.

4.04 Sexual Harassment

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

4.05 Workplace Harassment

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

4.06 Human Rights

All employees may have a representative present when meeting with the Employer for matters related to all provisions of Article 4.

5. UNION MEMBERSHIP REQUIREMENT

5.01 Employees to be Members

- (a) All present employees covered by the terms of this Agreement shall as a condition of employment become and remain members in good standing of the Union.
- (b) All new employees covered by the terms of this Agreement shall within thirty (30) days of their employment, become and remain members in good standing of the Union as a condition of employment.

6. CHECK OFF OF UNION DUES

6.01 Check Off Payments

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

6.02 Deductions

Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union not later than the tenth (10th) day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, of employees from whose wages the deductions have been made.

6.03 Dues Receipts

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

6.04 Notification to Union

The Employer shall provide the Union with the name, address and classification of all employees by March 15 and August 15 of each year.

7. INTRODUCTION OF NEW EMPLOYEES

7.01 Potential/New Employees

The Employer shall introduce all new employees to the Union designate for Union orientation within the first ten (10) working days.

7.02 Employee Orientation

The Employer agrees to include, as part of its employee orientation program, an introduction to the shop steward along with information regarding the Union and the collective agreement. The orientation will generally occur within the first thirty (30) days of employment.

8. CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Administrator/designate of the Cowichan Valley Regional District and the Unit Chair, appropriate Shop Steward and President of the Union.

9. UNION - MANAGEMENT COMMITTEE

9.01 Establishment of Committee

A Union/Management Committee shall be established consisting of up to six (6) representatives of the Union and up to six (6) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public and job security for the employees.

9.02 Function of Committee

The Committee shall direct its attention to discussing matters of the following nature, excluding matters forming the subject of a grievance under this Agreement:

- (a) Public and community relations.
- (b) Improved operating efficiency and service to the public.
- (c) Correction of conditions causing grievances and misunderstandings.
- (d) Staff training and development.
- (e) Other matters mutually agreed to by the parties.

9.03 Meetings of Committee

The Committee shall meet quarterly, or as necessary, at a mutually agreeable time and place. Committee members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Only agenda items will be considered at the meeting. Employees shall not suffer any loss of pay for time spent with this Committee. The minutes of each meeting of the Committee shall be prepared as promptly as possible after the close of the meeting.

9.04 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

10. UNION/MANAGEMENT BARGAINING RELATIONS

10.01 Representatives

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

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

10.02 Union Bargaining Committee

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

10.03 Time Off for Meeting

The Union Bargaining Committee representatives shall be granted time off without loss in regular salary/wages when meeting with official representatives of the Employer for the purposes of bargaining.

11. RESOLUTIONS AND REPORTS

11.01 Copy of Resolutions

Copies of all rules and regulations adopted by the District which affect the members of the Union shall be forwarded to the Union and posted on all bulletin boards.

12. GRIEVANCES PROCEDURE

12.01 Definition of Grievance

A grievance shall be defined as any difference between the Employer and the Union or any persons bound by this Agreement arising out of the interpretation, application, administration or alleged violation of the Agreement.

12.02 Grievance Committee

The Grievance Committee shall be composed of not more than two (2) Union Officers (President or designate, Unit Chair or Local Steward(s)) plus the grievor(s).

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards.

12.03 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1 Within ten (10) working days from the date of the incident prompting the grievance the employee shall discuss the matter with his or her immediate supervisor. If the employee so desires, a shop steward shall be present during discussions at this step.

Step 2 If no settlement is reached in Step 1, then the aggrieved employee shall submit the grievance in writing to his or her department head. The grievance form should reference the date of the Step 1 meeting. The recipient of the grievance shall meet with the employee and shop steward within ten (10) working days of the receipt of the grievance in an attempt to reach a satisfactory settlement of the grievance. The department head shall respond in writing within ten (10) working days of the meeting.

Step 3 Failing settlement being reached in Step 2, a meeting shall be arranged between the Grievance committee and the Administrator, or the Deputy Administrator, within ten (10) working days of the last meeting provided in Step 2 of this procedure. The Administrator or Deputy Administrator shall render his or her decision in writing within ten (10) working days after this meeting.

Step 4 If settlement is not reached through the foregoing procedures the grievance may be referred to an arbitration board. When either party requests that a grievance be submitted to arbitration, the request shall be submitted to the other party in writing within ten (10) working days of the Administrator's decision provided in Step 3 of this procedure.

12.04 Amending of Time Limits

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

12.05 Policy Grievances

Both the Union and the Employer shall have the right to process policy matters which arise regarding interpretation, application, operation or alleged violations of this Agreement at Step 3 of the grievance procedure, provided the grievance is submitted in writing within thirty (30) working days from the date of the incident prompting the grievance.

12.06 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages. Copies of all correspondence will be sent to the Grievor, Shop Steward, Unit Chair, the President and the Administrator.

12.07 Adverse Report

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his work within ten (10) working days of becoming aware of event of the complaint. This notice shall include particulars of the work performance which led to such dissatisfaction. A copy of this notice will be forwarded to the Union.

13. ARBITRATION

13.01 Composition of Arbitration Board

When either party has requested that the grievance be submitted to arbitration it shall notify the other party of its nominee to the Arbitration Board. The recipient of this notice shall, within seven (7) days, notify the other party of its appointee to the Arbitration Board.

13.02 Failure to Appoint

If the recipient of the notice fails to appoint a member within seven (7) days or if the two (2) appointees fail to select a chairman within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour for the Province of British Columbia.

13.03 Board Procedure

The Arbitration Board may determine its own procedure in accordance with the Labour Relations Code and shall sit, hear the parties and settle the terms of the question to be arbitrated and make its award within thirty (30) days of its first meeting.

13.04 Decisions of the Board

The Board shall deliver its award in writing to each of the parties, giving reasons for the decision, and the award of the majority of the arbitration board shall be final and binding on all parties. Where there is no majority the decision of the Chairman shall be the decision of the Arbitration Board. The Arbitration Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

13.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision either party may apply to the chairman of the Arbitration Board for clarification.

13.06 Amending of Time Limits

The time limits established for the arbitration procedure in this Article may be extended by mutual consent of both parties.

13.07 Expenses of the Board

Each party shall pay the cost and expenses of its appointee to the Arbitration Board and shall share equally the cost and expenses of the Chairman.

13.08 Single Arbitration Provisions

The parties to this Agreement may, by mutual consent, engage a single Arbitrator with all powers and conditions as outlined above.

14. DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Procedure

Prior to the imposition of discipline or discharge an Employee shall be given the reason in the presence of his or her Shop Steward or Union Representative. Such employee and the Union shall be notified in writing by the Employer with full disclosure of the reason for such discipline or discharge.

14.02 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 12 of this Agreement. Steps 1 and 2 of the grievance procedure shall be omitted in such cases.

14.03 Burden of Proof

In cases of discharge and discipline the burden of proof of just cause shall rest with the Employer.

14.04 Unjust Suspension or Discharge

An employee who has been unjustly suspended or discharged shall be immediately reinstated in his former position without loss of seniority. The employee shall be compensated for all time lost in an amount equal to his or her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable by the decision of a board of arbitration if the matter is referred to such a board.

14.05 Designation of Supervisor

Every employee shall be notified of the name of his or her immediate designated supervisor.

14.06 Crossing of Picket Lines during Strikes

An employee covered by this Agreement shall have the right to refuse to cross a legally established picket line or refuse to do the work of striking or locked out employees.

14.07 Right to Have Shop Steward Present

- (a) No employee shall be dismissed, suspended or reprimanded without a representative of the Union being present.
- (b) A Shop Steward or Local Officer shall have the right to consult with a CUPE staff representative and to have him/her present at any discussion with supervisory personnel which might be the basis for disciplinary action.

15. SENIORITY

15.01 Seniority Defined

Seniority is defined as the length of service in the Bargaining Unit and shall include service with the Employer prior to the Certification or recognition of the Union. Seniority shall be a factor in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force, and recall, as set out in the other provisions of this Agreement. Seniority shall operate on a bargaining unit wide basis.

15.02 Seniority List

The Employer shall maintain a seniority list showing the current position and the date upon which each employee's service commenced. Where two (2) or more employees commenced work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on bulletin boards in January of each year.

15.03 Temporary and Casual Employee Seniority

- (a) Temporary and casual employees shall accumulate seniority by hours worked for purposes of being called for available work only.
- (b) Those temporary and casual employees who are subsequently appointed to regular full-time or regular part-time employment shall, after completion of the normal trial period, have their total accumulative hours of services as temporary or casual employees for the preceding twelve (12) month period, credited for purposes of regular seniority. Total accumulative hours of service shall be calculated on a full time basis to establish the start date. It is understood that this clause applies to seniority only and is in no way applicable to service for retroactive benefit entitlement, except vacations.
- (c) The minimum number of hours that a temporary or casual employee can work will be determined individually by each department in order to meet their scheduling needs.

15.04 Loss of Seniority

An employee shall not lose seniority rights if absent from work because of sickness, accident, layoff or leave of absence approved by the Employer. An employee shall lose his/her seniority in the event that the employee:

- (a) is discharged for just cause and is not reinstated.
- (b) resigns.
- (c) fails to return to work within ten (10) days following a layoff and after receiving notice by registered mail to do so unless through sickness or other just cause.
- (d) is absent from work in excess of one working day without notifying the Employer, unless such notice was not reasonably possible.
- (e) is laid off for a period longer than twelve (12) months.

16. PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

- a) When a new position is created or when a vacancy occurs, the Employer shall post notice of the position in the Employer's offices and on all bulletin boards for a minimum of ten (10) working days so that all Union members will know about the vacancy or position. If a vacancy is not to be filled, the Employer shall advise the Union, in writing, of such decision.
- (b) When a temporary vacancy of twelve (12) or more weeks arises due to a leave of absence, such leave shall be posted in the Employer's Offices on all bulletin boards for a minimum of ten (10) working days. The posting will be for the duration of the employee's absence.

16.02 Information in Postings

Such notice shall contain the following information:

- Nature of position
- Qualifications
- Required knowledge, education and skills
- Shift and hours of work
- Wage or salary rate or range.

16.03 No Outside Advertising

No outside advertisement for any position vacancy shall be placed until the applications of present union members have been fully processed except by mutual agreement to post internally and externally concurrently, in such a case all internal applicants shall be processed fully first before any consideration will be given to external applicants.

16.04 Role of Seniority in Promotions, Transfers and Staff Changes

Both parties recognize:

- (a) The principle of promotion within the service of the Employer.
- (b) That job opportunities should increase in proportion to length of service.
- (c) That the following shall receive consideration when filling posted vacancies: Qualifications, experience, skills and ability. When these factors are relatively equal among applicants for the position, the employee from amongst the group having the greater seniority shall receive preference. All determinations of qualifications, experience, skills and ability shall be made by the Employer.
- (d) An employee on the regular employee seniority list shall have seniority preference over an employee on the casual employee seniority list.

16.05 Trial Period

- (a) The successful applicant shall be given a trial period of four hundred and twenty (420) hours for 7 hour a day positions and four hundred and eighty (480) hours for 8 and 10 hour a day positions. Conditional upon satisfactory performance, the employee shall be declared permanent after the completion of the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he shall be returned to his former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage or salary rate without loss of seniority.
- (b) Whenever an employee, who has completed his probation, posts into a full-time, part-time or temporary position, the employee shall be paid the step two (2) rate of the new position for the trial period. After the successful completion of the trial period, the employee shall be paid at the step on the wage grid for the new position that is appropriate to the employee's service with the Employer. In no case shall the employee be paid less than step two (2) of the new position.

16.06 Notification

Within seven (7) calendar days of the date of appointment to a vacant position the name of the successful applicant shall, if requested, be sent to each applicant. The Union shall be notified of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, deaths or other terminations of employment.

17. LAYOFFS AND RECALLS

17.01 Definition of Layoff

A layoff shall be defined as the loss by a regular full-time or regular part-time employee of the opportunity to work in the position he or she currently occupies as a result of either the elimination of the position or the permanent reduction of working hours.

17.02 Seniority Recognition

Employees shall be laid off in reverse order of seniority. The senior employee shall receive preference, provided always that the employee to be retained has the qualifications and ability required to perform the work in question.

17.03 Notice of Layoff

The Employer shall provide written notice to employees who are to be laid off two (2) calendar weeks prior to the effective date of such layoff. Employees who have completed three (3) years continuous service shall receive additional notice of one calendar week for each subsequent completed year of continuous service to a maximum total of eight (8) calendar weeks. If the employee has not been given an opportunity to work the applicable notice period, he shall be paid for what portion of the notice period to which work was not made available.

17.04 Bumping Procedure

Within three (3) working days following notification that the occupied position designated for layoff, employees shall be given the opportunity to exercise their seniority by indicating the desire to bump into another position either laterally or downward, provided always that the bumping employee has the qualifications and ability required to perform the work in question. The employee shall bump into the least senior of a job/pay group of positions, provided that the least senior position works the same number of hours as the most senior position in that job/pay group. Failure to indicate the desire to bump into another position when given the opportunity under this Article shall result in the affected employee being laid off.

17.05 Appraisal Period

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

17.06 Severance Pay

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

17.07 Layoff List Placement

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

17.08 Recall Rights

The Employer shall recall in accordance with Article 17.09, a former employee on the recall list having the qualifications and ability required to perform the work in question before offering employment to a new employee.

17.09 Notification Procedure

It shall be the responsibility of laid off employees to notify the Employer in writing of their current telephone number and postal address. The Employer shall attempt to contact a former employee on the recall list having the qualifications and ability required to perform the work in question, at the telephone number so provided, to instruct the employee of the date and time to report for work. Failing personal contact the Employer shall send a registered letter to the employee's current postal address. Should the Employer be unable to contact the employee within ten (10) working days from the postal registration date or should the employee either not accept the recall under this Article or fail to report on the date and time required, the employee shall lose all rights to recall.

18. HOURS OF WORK

18.01 Work Week

The normal work week shall begin at 12:01 a.m. Sunday and end at 12:00 Midnight the following Saturday with normal work day starting and quitting times established to suit the requirements of the operation.

18.02 Work Day

The normal regular full-time work day, as mutually agreed, shall consist of either:

- (a) Seven (7) hours per day, five (5) days per week, or
- (b) Eight (8) hours per day, five (5) days per week, or
- (c) Ten (10) hours per day, four (4) days per week.

18.03 Variance In Normal Work Day/Week

In those instances where a workday or work week is to be varied from those outlined in this Article, the Employer shall notify the Union in writing giving details of any proposed changes.

18.04 Irregular Work Schedules

The Employer and the Union recognize that regular part-time, temporary and casual employees may be required to work irregular schedules to conform with the operational needs of specific departments or work units.

18.05 Work Schedules

- (a) Regular full-time employees working seven (7) or eight (8) hour days shall have their weekly shifts arranged to ensure two (2) consecutive days off each week after five (5) consecutive days worked. By mutual agreement between the Employer and the Union, an employee may have their bi-weekly shifts arranged to ensure four (4) days off and ten (10) days worked.
- (b) Regular full-time employees working ten (10) hour days shall have their weekly shifts arranged to ensure three (3) consecutive days off each week after four (4) consecutive days worked.
- (c) Work schedules shall be posted at least fourteen (14) working days prior to implementation. In the event that a regular full-time or regular part-time shift schedule is changed, the employer will give seventy-two (72) hours notice of such change.

18.06 Rest Breaks

- (a) All employees who work more than four (4) hours shall be entitled to two (2) rest breaks of fifteen (15) minutes each. One break shall be taken in both the first and second half of their shift. Employees working a shift of less than four (4) hours but more than two (2) hours shall be entitled to one fifteen (15) minute rest break.
- (b) Variances to the rest break defined in sub-section 18.06 (a) can be made by mutual consent between the Employer and the Union.

18.07 Meal Breaks

Provided operational requirements permit, employees shall receive an unpaid meal break after five (5) consecutive hours worked in any workday. When operational requirements do not permit, such employees shall take lunch at their workstation which shall be considered part of their normal paid work day.

18.08 Minimum Hours of Work

On any day that an employee actually commences work, the minimum hours of work on that day shall be:

- (a) For regular full-time employees - four (4) hours minimum.
- (b) For regular part-time, temporary and casual employees - two (2) hours minimum.

This Article does not apply to Recreational Instructors.

18.09 All Available Work

Where operational scheduling permits, regular part time and then casual employees shall have the first opportunity for all available work on the basis of seniority and qualifications provided that no overtime is incurred.

19. OVERTIME

19.01 Overtime Defined

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

19.02 Compensation for Work Before or After Scheduled Daily Hours

Overtime worked before or after the regular daily hours shall be paid at the rate of time and one half for the first three (3) hours and double time after three (3) hours in excess of their regular hours in any one day.

19.03 Work on Day of Rest

Regular full-time employees shall be paid double time for hours worked on an employee's day of rest.

19.04 Call Back Pay

An employee who is called back to work outside his regular working hours shall be paid for a minimum of two (2) hours at overtime rates. When the work called back for is completed, the employee shall be allowed to leave.

19.05 Accumulated Overtime

- (a) All accumulated overtime will be paid out at the rate earned.
- (b) Employees will be allowed to accumulate up to a maximum of sixty (60) hours overtime.
- (c) Time off in lieu of overtime must be at a time selected by mutual agreement between Employer and employee and is not normally to be taken to extend annual vacation.

19.06 Meal Allowance

Employees who work overtime of three (3) hours or more with a break of less than two (2) hours between shifts shall be entitled to an appropriate meal allowance. If a meal is not provided by the Employer, the meal allowance provisions of the Employer's Business Expenses Policy will apply.

19.07 Pager / Cell Phone

Any employee who is required by the Employer to carry a pager or cell phone on unscheduled working hours shall receive twenty-five dollars (\$25.00) per day for each day, or portion thereof, carried. The pager or cell phone will be assigned based on an employee's ability to respond.

19.08 Overtime Earned in an Emergency

In the case of an emergency for which the Employer receives compensation from the Provincial Emergency Program, the compensation associated with overtime work performed by the employee will be paid out to the employee in the next pay period. The employee cannot elect to bank the overtime compensation.

20. SHIFT WORK

20.01 Shift Differential

All employees shall receive a shift differential when working prior to 8:00 a.m. and after 6:00 p.m. Shift differential shall be paid as follows:

- (a) thirty cents (\$.30) per hour while working the afternoon shift (between 6:00 p.m. and midnight), and
- (b) seventy cents (\$.70) per hour while working the midnight shift (between midnight and 8:00 a.m.). The shift differential shall apply only for straight time hours actually worked.

20.02 Rest Between Change of Shifts

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

20.03 Shift Management

- (a) Unless mutually agreed, regular full-time employees shall not work a split shift.
- (b) Shifts shall not be split into more than two (2) parts and shall be worked within a twelve (12) hour period.
- (c) Shifts of four (4) hours or less shall not be split.
- (d) Regular full-time, regular part-time or temporary employees shall be given at least twenty-four (24) hours notice of cancellation of any scheduled shift except in the case of emergencies.

21. PAID HOLIDAYS

21.01 Entitlement

The following have been designated as paid Statutory Holidays:

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

Plus any other general holiday proclaimed by the Federal, Provincial or Municipal Governments.

21.02 Compensation for Paid Holidays Falling on Scheduled Day Off

When any of the paid holidays listed in Article 21.01 fall on a regular full-time or temporary full-time employee's day off, the employee shall receive a day's pay or another day off with pay.

21.03 Statutory Holidays – Regular Full-Time and Temporary Full-Time Employees

Where a regular full-time employee or temporary full-time employee works on a Statutory Holiday, the employee shall be compensated at the rate of time and one half for all hours worked on such day and be given a day off with pay in lieu of the holiday.

21.04 Statutory Holidays – Regular Part-Time Employees

The Employer shall pay regular part-time employees 4.4% of their regular earnings in lieu of statutory holiday pay. Where a regular part-time employee works on a Statutory Holiday, the employee shall be compensated at the rate of time-and-one-half for all hours worked on such day.

21.05 Statutory Holidays – Casual Employees

The Employer shall pay casual employees 2% of their regular earnings in lieu of statutory holiday pay. Where a casual employee works on a Statutory Holiday, the employee shall be compensated at the rate of time-and-one-half for all hours worked on such day.

21.06 Statutory Holidays – Temporary Part-Time Employees

The Employer will pay temporary part-time employees 4.4% of their regular earnings in lieu of statutory holiday pay. Where a temporary part-time employee works on a Statutory Holiday, the employee shall be compensated at the rate of time-and-one-half for all hours worked on such day.

22. VACATIONS

22.01 Vacation Year

For purposes of this Article, annual vacation shall be earned, computed and taken on a calendar year basis.

22.02 Vacation Entitlement

Paid annual vacation for regular full-time and regular part-time employees shall be as follows:

- (a) In the first (1st) calendar year of service, a pro-rated vacation entitlement based upon time actually worked in that year as a percentage of 105 hours for 35 hour per week positions and 120 hours for 40 hour per week positions.
- (b) In the first (1st) complete calendar year of service, employees shall be granted 105 hours for 35 hour per week positions and 120 hours for 40 hour per week positions per year.
- (c) In the second (2nd) complete calendar year of service, employees shall earn an additional 7 hours (for 35 hour per week positions) or an additional 8 hours (for 40 hour per week positions) of vacation per year of services to a maximum of 210 hours for 35 hour per week positions and 240 hours for 40 hour per week positions per year.
- (d) For part time employees the pay for the above vacation entitlements shall be prorated.
- (e) Casual and temporary employees will be paid vacation pay at the rate of six percent (6%).

22.03 Vacation Preferences

- (a) Vacation entitlement shall be granted at times requested by the employee unless operational requirements dictate the number of employees required to be working and if the request conflicts with the times chosen by a more senior employee in the same work area, then seniority shall prevail.
- (b) Seniority shall be the determining factor up to March 1st of each year, in establishing vacation dates. Confirmation of vacation dates shall be made by Management to the employee within ten (10) working days after March 1st or date of application. After March 1st, vacation dates shall be established on a first-come, first-serve basis.
- (c) Once vacation dates are established there shall be no changes thereto unless by mutual agreement by the Employer and the employee concerned.

22.04 Vacation Pay on Termination

Employees who leave the service of the Employer before the end of the year, will have their vacation entitlement calculated on a pro-rated basis.

22.05 Unbroken Vacation Period

An employee shall be granted an unbroken period of vacation unless mutually agreed between the employee and the Employer, subject to operational requirements. Employees may elect to take vacation during separate periods, rather than one (1) unbroken period. Notwithstanding the above, employees shall be granted vacation in increments of a minimum of one (1) hour at a time.

22.06 Accrual of Vacation

With the approval of the Administrator or designate, a regular full-time or regular part-time employee may accrue a portion of his/her current annual vacation entitlement for special or extra-ordinary circumstances. All requests for accrual of annual vacation must be submitted through the Department Head to the Administrator or designate before October 31st of each year, in order that full consideration may be given to such request before year-end.

22.07 Vacation Pay for Non Regular Employees

Employees other than regular full-time and regular part-time shall be paid on the regular bi-weekly pay cheque.

23. MEDICAL LEAVE PROVISIONS

23.01 Medical Leave Defined

Medical leave means a period of time an employee is absent from work with full pay by virtue of being sick or disabled or under examination or treatment of a medical practitioner because of illness or health issues not covered by a compensation replacement scheme (i.e. WCB, LTD or ICBC).

23.02 Proof of Illness

The Employer reserves the right to require satisfactory proof of illness or injury before any medical leave is granted including an indication of the general nature of the illness or injury. The employer may request an employee to produce a medical certificate for any day or days that the employee is absent due to illness.

23.03 Employer Notification

Employees will notify the Employer, as designated on a departmental basis, as promptly as possible of any absence from duty because of illness or injury. Employees will be expected to notify the Employer prior to their return. Names and phone numbers of Managers and designates will be posted.

23.04 Entitlement

Regular full-time employees, shall earn medical leave with pay at the rate of 10.5 hours for 7 hour a day positions and 12 hours for 8 and 10 hour a day positions per month of full-time employment from the date of appointment into a regular full time position.

Regular part-time employees, shall earn medical leave with pay, at the rate of 10.5 hours for 7 hour a day positions and 12 hours for 8 and 10 hour a day positions, on a prorated basis based on hours worked.

Employees shall be eligible to take earned medical leave from their banked amount.

All unused portion of monthly medical leave shall accrue to a regular full-time employee's future benefit to a maximum accumulation of 840 hours for a 7 hour position and 960 hours for a 8 and 10 hour position. Regular part time employees shall accrue a maximum accumulation that is prorated based on hours worked.

Medical leave pay shall be paid for the three (3) days or less not covered by the Workers' Compensation Act, when the employee has accumulated sick leave credits.

Employees with accumulated medical leave to their credit shall turn over or cause to be turned over to the Employer any monies paid or payable to them by the Workers' Compensation Board and upon so doing will receive full pay up to the value of the accumulated medical leave. In such cases there will be a reduction from the accumulated medical leave of the percentage by which the Workers' Compensation Board does not recompense the Employer. If there is no credit of medical leave, employees will retain their Workers' Compensation Board cheques.

23.05 Family Medical

When no person other than the employee is available and can provide for the medical needs of a dependent child, spouse or parent, an employee, upon approval by the Employer, may be entitled to use a maximum of eight (8) paid medical leave of absence days per year for this purpose, so long as the usage does not reduce the employee's accumulated sick leave bank seventy-five (75) days. If an employee has less than seventy-five (75) days in their accumulated sick leave bank, they may be entitled to use a maximum of six (6) paid medical leave of absence days per year for this purpose.

This article may also apply in the case of serious illness of a family member including brothers, sisters, aunts or uncles, nieces or nephews, in-law parents, in-law brothers and sisters, grandparents or grandchildren of an employee.

23.06 Medical Leave

Employees who are off because of sickness or accident, shall at the expiration of medical leave, be continued on the payroll under the heading of "Leave of Absence Without Pay" for a period of not less than thirty (30) calendar days. If no written report is received by the Employer within the thirty (30) calendar days from such an employee, explaining his or her condition, he or she may be removed from the payroll.

23.07 Medical Leave Payout

No cash payment for unused medical leave will be paid to any employee leaving the service of the Employer.

23.08 Extended Leave Notice for Return to Work

Employees whose position is posted while they are away on medical leave shall provide at least two (2) weeks' notice of their expected return date.

24. LEAVE OF ABSENCE

24.01 Bereavement Leave

On written application, a regular full-time or regular part-time employee shall be entitled to a maximum of three (3) working days with pay for bereavement leave in the event of a death in his/her immediate family. The immediate family shall include the father, mother, brothers, sisters, spouse, children, aunts and uncles, nieces and nephews, in-law parents, in-law brothers and sisters, grandparents and grandchildren of an employee.

24.02 Leave for Union Business

Up to six (6) representatives shall be permitted leave, at a mutually convenient time, in order to carry on negotiations with the Employer or with respect to a grievance up to three (3) representatives, and they shall suffer no loss of pay for the time so spent.

24.03 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee his or her regular salary provided the employee turns over to the Employer any monies received for jury or court witness duty excluding payment for travelling, meals or other expenses. Benefits will continue to be provided as specified under the British Columbia "Employment Standards Act."

24.04 Union Conventions and Seminars

Upon request to the Employer, a maximum of three (3) employees elected or appointed to represent the Union at Union Conventions shall be allowed leave of absence. The employees shall continue to receive their normal wages and benefits and the Union will be invoiced and pay for the wages and benefits paid to the employees by the Employer for the time attending conventions and seminars.

24.05 Pregnancy and Parental Leave

Employees shall be entitled to pregnancy and parental leave as specified under the *Employment Standards Act* as amended from time to time.

- (a) Seniority Status
While on pregnancy and parental leave an employee shall retain his/her full employment status and rights.
- (b) Employee Benefits
During the period of pregnancy and paternal leave the Employer will continue to provide benefits as specified under the *Employment Standards Act*.
- (c) Return to Work Procedure
When an employee decides to return to work after pregnancy and paternal leave, he/she shall provide the employer with at least two (2) weeks notice. On return from pregnancy and paternal leave, the employee shall be placed at least in his/her former position. If the former position no longer exists, he/she shall be placed in a position in his/her department of equal rank and value at the same rate of pay.
- (d) Protection During Pregnancy and Paternal Leave
Pregnancy and paternal leave shall be considered as a right. The employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee may request to transfer to another position provided she is capable of performing the work and is otherwise entitled by virtue or seniority.
- (e) Casual Seniority Reinstatement
In the case of casual employees who are on pregnancy and parental leave, they shall be credited with an equal amount of hours of service as earned by that employee in the year prior to their leave, pro-rated to reflect the actual time taken on the leave for the purpose of seniority.
- (f) Supplemental Pay
A regular full-time or regular part-time employee on Pregnancy leave or Parental leave as per the *Employment Standards Act* shall be paid as follows:
 - i. Eighty percent (80%) of the employee's current salary for the first week of the leave.
 - ii. Thereafter, the difference between the eighty percent (80%) of the current salary and the amount of the Employment Insurance pregnancy/parental benefits payable to the employee, for a period of twenty-five (25) weeks.

In order to receive this allowance, the employee must provide the Employer, proof that he/she has applied for and is eligible to receive Employment Insurance benefits pursuant to the Employment Insurance Act.

An employee disentitled or disqualified from receiving Employment Insurance Benefits is not eligible for the supplemental pay.

The supplemental pay will be administered for an uninterrupted period. Any interruption to the administration will result in the cessation of the supplemental pay.

An employee in receipt of the pregnancy/parental leave allowance will commit six (6) months of service to the Employer upon their return from pregnancy/parental leave. Should an employee not return to work for the complete six (6) months following their pregnancy/parental leave, one hundred percent (100%) of the Supplemental Pay shall be repaid to the Employer.

(g) Both Parents are Employees

A maximum of twenty-five (25) weeks of Supplemental Pay is payable per newborn child under this Article. Where both parents of the newborn child are employees covered by this Agreement, the twenty-five (25) weeks of Supplemental Pay may be shared between them if permitted under Employment Insurance regulations.

24.06 Full-Time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay:

- (a) For employees to seek election in a municipal, provincial or federal election.
- (b) For employees selected for full-time positions with the Union for a period of up to one (1) year. Such employee will continue to receive his/her pay and benefits as provided in this Agreement, but the Union shall reimburse the Employer for all pay and benefits during the period of absence. Such leave shall be extended by mutual consent.

24.07 General Leave

An employee may be entitled to a leave of absence without pay and without loss of seniority when he/she requests such leave for good and reasonable cause. Such requests and approval shall be in writing and subject to the Employer's approval based on operational requirements.

24.08 Effect of Absence on Sick Leave, Vacations and Statutory Holidays

- (a) Regular full-time and regular part-time employees shall earn vacation, sick leave and Statutory Holidays while they are in receipt of paid sick leave, provided the absence from work does not exceed six (6) consecutive months.
- (b) Regular full-time and regular part-time employees shall not earn vacation, sick leave and Statutory Holidays while they are on -
 - i. Paid sick leave longer than six (6) months.
 - ii. Long Term Disability Plan.
 - iii. Unpaid leave in excess of thirty (30) consecutive days.
 - iv. Workers' Compensation in excess of one hundred eighty (180) consecutive days

24.09 Extended Sick Leave Notice for Return to Work

Employees whose position is posted while they are away on sick leave shall provide at least two (2) weeks' notice of their expected return date.

25. PAYMENT OF WAGES AND ALLOWANCES

25.01 Salaries and Wages

Salaries and wages to be paid by the Employer to the employee shall be those set forth in Schedule "A" attached hereto and forming part of this Agreement.

25.02 Pay Days

Pay days shall be bi-weekly on Friday forenoon. On each payday each employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions. All new employees shall be on direct payroll deposit.

25.03 Temporary Transfer - Higher Rated Job

- (a) When an employee temporarily relieves or performs the duties of a higher paid position for at least one (1) day, he/she shall receive the rate for the job.
- (b) When an employee temporarily relieves in the duties of a higher paid position for a continual period in excess of one (1) day, he/she shall receive the rate for the job for the entire period of time.
 - (i) Compensation will be set at the appropriate step of the higher paid position which reflects an increase in pay from the employee's regular rate of pay.
 - (ii) An employee who attains Step 3 of the higher paid position will receive this rate whenever he/she relieves in the higher paid position.
 - (iii) For temporary transfers up to twelve (12) weeks, any paid leaves, including vacation and medical leave, that are taken while acting in a higher paid position shall be paid at the employee's regular rate of pay. After twelve (12) weeks, employees shall be paid at the higher rate of pay for vacation and medical leave.
- (c) When an employee is temporarily appointed to relieve a non-Union employee at a higher paying position and is required to perform a limited number of duties of the higher position, a pay adjustment shall be made to compensate for the additional responsibilities assumed, prior to commencing such duties when it is practical to do so. Such adjustment will be to Step 1 of the band for the higher paid position OR a premium of five percent (5%) above the employee's regular rate, whichever is greater.

25.04 Temporary Transfer - Lower Rated Job

When an employee temporarily assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate, his or her rate shall not be reduced.

25.05 Mileage Allowance

Any employee who is requested by the Employer to use his or her automobile for the Employer's business, shall be compensated at the current rate established by the Employer for all employees.

25.06 Certificates/Qualifications

Where an employee is required to hold and maintain specified certificates for qualification and such requirements were unknown at the time that the employee was posted to the position, all costs associated with this requirement will be at the expense of the Employer.

26. JOB CLASSIFICATION AND RECLASSIFICATION

26.01 Job Description

The Employer agrees to draw up job descriptions for all positions for which the Union is Bargaining Agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.

Job Descriptions shall be reviewed by the Employer on a regular basis to ensure that they accurately reflect the duties and responsibilities of the position.

26.02 No Elimination of Present Classification

Existing classification shall not be eliminated or changed without prior agreement with the Union.

26.03 Changes in Classification

(a) The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When a new job is created or established, the rate of pay shall be subject to negotiation between the Employer and the Union.

(b) A request for reclassification shall be fully processed by the Employer within ninety (90) days of filing such request with the Employer.

27. **EMPLOYEE BENEFITS PLANS**

27.01 Medical Services Plan

Medical coverage including extended health benefits (Vision Care \$700.00 maximum every two (2) years) shall be provided to all eligible employees. The Employer shall pay one hundred percent (100%) of the premiums.

27.02 Dental Plan

The Employer shall maintain a dental plan for all eligible employees based on the following coverage:

- (a) Basic dental services (Plan "A") - Plan pays one hundred percent (100%) of approved Schedule of Fees.
- (b) Prosthetics, crowns, and bridges (Plan "B") - Plan pays one hundred percent (100%) of approved Schedule of Fees.
- (c) Orthodontia services (Plan "C") - Plan pays eighty percent (80%) of approved Schedule of Fees (\$5,000. maximum)
- (d) The Employer shall pay one hundred percent (100%) of the premium cost for the dental plan.

27.03 Municipal Pension Plan

The monthly contributions to the Municipal Pension Plan shall be shared by the Employer and the employees in compliance with provisions of the Pension (Municipal) Act.

27.04 Group Life Insurance Plan

Eligible employees shall be covered under a group life insurance plan on the basis of three (3) times annual earnings available in units of One Thousand (\$1,000.) Dollars. The Employer shall pay one hundred percent (100%) of the premium and participation in the plan shall be a condition of employment.

27.05 Long Term Disability Plan

All eligible employees will be covered by a long term disability plan. The Employer shall pay one hundred percent (100%) percent of the premium cost for such plan. The plan must be approved under the *Public Sector Pension Plans Act*. An employee during the elimination period or while on long term disability shall be eligible for all benefits for a period of up to six (6) months.

27.06 Continuation of Benefits During Work Stoppages

In the event of a work stoppage, the Employer agrees to maintain all medical, dental, extended health care, group insurance and long term disability on behalf of all employees. The Union agrees to reimburse the Employer for the premiums during this period.

27.07 Benefit Eligibility

- (a) In the matter of benefits as outlined in Articles 27.02 to 27.06, only regular full-time and regular part-time employees who work at least seventeen and half (17.5) hours per week on a regular and consistent basis shall be eligible. Participation in the benefits will commence three calendar months from the date of hire.
- (b) A temporary or a casual employee who has completed probation and posts into a temporary position in excess of three (3) months will be entitled to benefits as in Article 27.
- (c) The employer will pay casual and temporary employees 6% of their regular earnings in lieu of benefits.

27.08 Benefits Continuance

- (a) The Employer agrees to continue the full monthly premiums of all benefits for any month for which an employee receives payment from the WCB or the LTD Plan (including the LTD elimination period) for a period of up to six (6) months. In articles 24.03 and 24.05(b) the British Columbia "Employment Standards Act" will apply.
- (b) The Employer agrees to continue the full monthly premiums of all benefits for any month for which an employee receives payment from the Employer.
- (c) In other circumstances, the employee may opt to continue benefit coverage by arranging to pay the full premium to the Employer.

28. HEALTH AND SAFETY

28.01 Co-operation on Safety

The Union and the Employer shall co-operate in promoting and improving rules and practices which promote an occupational environment, which improves conditions and provides protection from factors adverse to employee health and safety.

28.02 Compliance with Health and Safety Legislation

The Employer shall comply with all applicable provincial, federal, and municipal health and safety legislation and regulations.

28.03 Union/Employer Health and Safety Committee

As per Article 3.05 (c) iii, an Occupational Health and Safety Committee shall be established consisting of a maximum of three (3) representatives of the Union and three (3) representatives of the Employer for jointly considering, monitoring, inspecting, investigating, reviewing and improving occupational health and safety conditions and practices.

28.04 Work Restrictions

- (a) No employee shall carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment when that person has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person. At such time, the employee shall forthwith report the circumstances of the unsafe conditions to his or her supervisor.
- (b) The supervisor receiving the report made under clause (a) shall forthwith investigate the matter and ensure that any unsafe condition is remedied without delay or if in his or her opinion the report is not valid shall so inform the person who made the report.
- (c) When the procedure under clause (b) does not resolve the matter and the employee continues to refuse to carry out work process, the supervisor shall investigate the matter in the presence of the employee who made the report and in the presence of the Health and Safety Committee. No employee shall be subject to loss of pay or disciplinary action because he or she has acted in compliance with this article.

29. TECHNOLOGICAL AND OTHER CHANGES

29.01 Right of Change

The Union recognizes the right of the Employer to introduce technological changes for the purpose of improving operating efficiency.

29.02 Advance Notice

Where the technological changes affect the terms and conditions of employees to whom the Collective Agreement applies, and alter significantly the basis upon which the Collective Agreement was negotiated, the Employer shall give a minimum of ninety (90) days written notice of such change to the Union. Within fifteen (15) days of such written notice, the Employer and the Union shall meet to discuss and resolve, if possible, all matters pertaining to the proposed changes.

29.03 Re-Training, Transfer or Severance

Where the introduction of a technological change results in the employee becoming redundant, the Employer agrees to discuss with the Union possible opportunities for retraining, transfer or the matter of severance pay for displaced employees.

29.04 Arbitration

Where the parties for this Agreement are unable to arrive at a mutually acceptable solution, the matter shall be resolved without stoppage of work in accordance with the terms of Article 13.

30. JOB SECURITY

30.01 Contracting Out

In order to provide job security for the members of the Bargaining Unit the Employer agrees that all work or services presently performed by the employees of the Bargaining Unit shall not be sub-contracted if such action would result in layoffs.

31. UNIFORM AND CLOTHING ALLOWANCE

31.01 Uniforms

Uniforms or other special clothing including footwear required to be worn, shall be supplied and maintained at no cost to the employee.

The Employer shall make available hard hats, protective coveralls, rainwear, rain boots and gloves to those employees who are required on occasion to visit construction sites, undertake field work, work in inclement weather or while engaged in wet working conditions.

32. GENERAL CONDITIONS

32.01 Bulletin Boards

The Employer shall provide bulletin boards, which are accessible to all employees, upon which the Union shall have the right to post notices of meetings and such other notices that may be of interest to the employees.

32.02 Personnel Records

An employee shall have the right, upon request, to have access to and review his or her personnel record. Any disagreement as to the accuracy of information contained in the personnel file may be stated by the employee, in writing, and entered into their file. An employee may make copies of any material contained in his personnel record.

32.03 Indemnification

Employees of the District shall be indemnified as per the current Bylaw to Indemnify Directors, Officers and Employees Against Legal Proceedings.

33. PRESENT CONDITIONS AND BENEFITS

33.01 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event, this Agreement shall be reopened for negotiations.

34. COPIES OF AGREEMENT

34.01 Copies of Agreement

The Union and Employer desire every employee to be familiar with the provisions of this Agreement and his or her rights and obligations under it. For this reason, the Employer and the Union shall maintain current electronic copies available for access by employees.

35. GENERAL

35.01 Plural or Feminine Terms May Apply

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

36. TERM OF AGREEMENT

36.01 Term of Agreement

This Agreement shall be binding and remain in full force and effect from the first (1st) day of January, 2017 to the thirty-first (31st) day of December, 2020 and shall continue in effect from year to year thereafter, subject to the right of either party, within four (4) months immediately preceding the expiry date or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, to require the other party to commence collective bargaining with a view to the conclusion or renewal or revision of this Agreement or a new Agreement.

36.02 Continuation

Should either party give written notice to the other party in accordance with Section 36.01, this Agreement shall thereafter continue in full force and effect, until the Union shall commence a legal strike, or the Employer shall commence a legal lockout, or the parties shall conclude a renewal or a revision of this Agreement or, a new Agreement.

36.03 No Strikes or Lockouts

- (a) During the term of this Agreement there shall be no lockouts by the Employer, or any person acting on behalf of the Employer; nor shall there be any strike, or withdrawal of service on the part of the Union or any of the employees. The Employer shall not request, require or direct employees within this Bargaining Unit to perform work resulting from legal strikes which would normally be performed by those on strike, nor shall the employees within this unit be required to cross any legal union picket line resulting from a legal strike as defined in the Labour Relations Act of British Columbia, and such employees shall be deemed to be on unpaid leave.
- (b) Notwithstanding (a), during the life of this Collective Agreement there shall be no lockouts by the Employer or any person acting on behalf of the Employer.

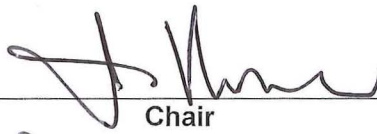
SIGNATURES

Signed this 19th day of March, 2019

IN WITNESS WHEREOF the corporate seal of the Employer has been hereunto affixed, attested to 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.

THE CORPORATE SEAL of the
COWICHAN VALLEY REGIONAL DISTRICT
was hereunto affixed by and in the presence of:

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


Chair


President


Corporate Secretary


National Representative



SCHEDULE "A" - WAGE RATES

A. Negotiated Wage Adjustments

January 1, 2017	1.99%
January 1, 2018	1.99%
January 1, 2019	1.99%
January 1, 2020	1.99%

B. Student Hourly Wage Rates

CUPE Local 358 Student Hourly Wage Rates			
01-Jan-17	01-Jan-18	01-Jan-19	01-Jan-20
		1.99%	1.99%
\$13.37	\$13.37	\$13.64	\$13.91
\$15.08	\$15.08	\$15.38	\$15.69
\$16.92	\$16.92	\$17.26	\$17.60
\$18.76	\$18.76	\$19.13	\$19.51
\$20.62	\$20.62	\$21.03	\$21.45
\$22.48	\$22.48	\$22.93	\$23.39

The above wage rates are rates that can be negotiated dependent on the position that the Regional District is wanting a student to fill.

Summer Parks Wage Rates

CUPE Local 358 Summer Parks Wage Rates			
01-Jan-17	01-Jan-18	01-Jan-19	01-Jan-20
1.99%	1.99%	1.99%	1.99%
\$18.40	\$18.77	\$19.14	\$19.52
\$19.72	\$20.11	\$20.51	\$20.92
\$21.03	\$21.45	\$21.88	\$22.32
\$22.93	\$23.39	\$23.86	\$24.33

C. New Positions

All new positions to become part of Schedule "A" (incorporate any new jobs created). Exempt positions excluded.

2017 - 2020 Hourly Wage Rates

Step 1 – Probation

Step 2 – *Casual and Part-time employees:* 910 hours for 35 hour/week positions; 1040 hours for 40 hour/week positions

Full-time employees: 1820 hours for 35 hour/week positions; 2080 hours for 40 hour/week positions

Step 3 – Thereafter

OCC Codes	Wage Scale	Position Category	1.99%			1.99%			1.99%			1.99%		
			January 1, 2017			January 1, 2018			January 1, 2019			January 1, 2020		
			Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
		Administration, Economic Development												
200	1		\$24.58	\$25.29	\$26.05	\$25.07	\$25.79	\$26.57	\$25.57	\$26.30	\$27.10	\$26.08	\$26.82	\$27.64
201	2	Online Publisher												
202		Receptionist/Secretary	\$25.58	\$26.34	\$27.11	\$26.09	\$26.86	\$27.65	\$26.61	\$27.39	\$28.20	\$27.14	\$27.94	\$28.76
203		Secretary I												
204	3	Accounting Clerk II												
		Customer Service Liaison-Corporate												
		Customer Service Liaison-LUS	\$26.80	\$27.61	\$28.43	\$27.33	\$28.16	\$29.00	\$27.87	\$28.72	\$29.58	\$28.42	\$29.29	\$30.17
		Development Officer I												
		Secretary II												
206	4	Development Officer II												
		Records Technician	\$28.64	\$29.45	\$30.35	\$29.21	\$30.04	\$30.95	\$29.79	\$30.64	\$31.57	\$30.38	\$31.25	\$32.20
		Secretary III												
208	5	Accounting Clerk III	\$29.89	\$30.75	\$31.62	\$30.48	\$31.36	\$32.25	\$31.09	\$31.98	\$32.89	\$31.71	\$32.62	\$33.54
210	6	Secretary IV	\$30.68	\$31.57	\$32.53	\$31.29	\$32.20	\$33.18	\$31.91	\$32.84	\$33.84	\$32.55	\$33.49	\$34.51
211	7	Legislative Assistant	\$31.75	\$32.65	\$33.62	\$32.38	\$33.30	\$34.29	\$33.02	\$33.96	\$34.97	\$33.68	\$34.64	\$35.67
212	8	Engineering Assistant												
		Engineering Technologist I												
		Environmental Technologist I	\$32.09	\$33.00	\$34.00	\$32.73	\$33.66	\$34.68	\$33.38	\$34.33	\$35.37	\$34.04	\$35.01	\$36.07
		Parks Operations Technician												
		Plan Checker												
		System Support Technician												
214	9	GIS Technician I												
		Special Project Assistant	\$33.95	\$34.95	\$36.01	\$34.63	\$35.65	\$36.73	\$35.32	\$36.36	\$37.46	\$36.02	\$37.08	\$38.21
		Systems Technician I												
216	10	Accounting Analyst												
		Administrative Supervisor												
		Bylaw Enforcement Officer	\$35.84	\$36.95	\$38.01	\$36.55	\$37.69	\$38.77	\$37.28	\$38.44	\$39.54	\$38.02	\$39.20	\$40.33
		Engineering Technologist II												
		Environmental Technologist II												
		Solid Waste Reduction Program Coordinator												
218	11	Parks Planning Technician - Trails	\$37.06	\$38.22	\$39.32	\$37.80	\$38.98	\$40.10	\$38.55	\$39.76	\$40.90	\$39.32	\$40.55	\$41.71
		Systems Project Technician												

Collective Agreement January 1, 2017 – December 31, 2020

OCC Codes	Wage Scale	Position Category	1.99%			1.99%			1.99%			1.99%		
			January 1, 2017			January 1, 2018			January 1, 2019			January 1, 2020		
			Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
220	12	Building/Plumbing Inspector/Bylaw Enforcement Officer												
		Environmental Analyst/Technician												
		GIS Analyst	\$37.72	\$38.83	\$39.97	\$38.47	\$39.60	\$40.77	\$39.24	\$40.39	\$41.58	\$40.02	\$41.19	\$42.41
		GIS Developer/Analyst												
		Procurement Specialist												
		Planning Technician Systems Technician II												
222	13	Building/Plumbing Inspector II/Bylaw Enforcement Officer												
		Capital Projects Specialist	\$39.07	\$40.26	\$41.42	\$39.85	\$41.06	\$42.24	\$40.64	\$41.88	\$43.08	\$41.45	\$42.71	\$43.94
		Parks Field Operations Supervisor												
		Planner I Senior Accounting Analyst												
224	14	Building/Plumbing Inspector III/Bylaw Enforcement Officer												
		Engineering Technologist III												
		Environmental Technologist III	\$39.95	\$41.14	\$42.37	\$40.75	\$41.96	\$43.21	\$41.56	\$42.80	\$44.07	\$42.39	\$43.65	\$44.95
		Engineering Analyst												
		Parks & Trails Planner												
		Planner II Transit Analyst												
226	15	Senior Engineering Technologist												
		Senior Environmental Technologist												
		Senior Environmental Analyst-Energy	\$42.47	\$43.75	\$45.05	\$43.32	\$44.62	\$45.95	\$44.18	\$45.51	\$46.86	\$45.06	\$46.42	\$47.79
		GIS Supervisor Planner III												
227	16		\$43.90	\$45.22	\$46.59	\$44.77	\$46.12	\$47.52	\$45.66	\$47.04	\$48.47	\$46.57	\$47.98	\$49.43
228	17	Chief Building Inspector	\$46.04	\$47.46	\$48.87	\$46.96	\$48.40	\$49.84	\$47.89	\$49.36	\$50.83	\$48.84	\$50.34	\$51.84
		Senior Planner												

CUPE Local 358 – and – the Cowichan Valley Regional District

Occ Codes	Position Category	January 1, 2017			January 1, 2018			January 1, 2019			January 1, 2020		
		Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
South Cowichan													
230	Program Assistant I	\$18.54	\$19.51	\$20.45	\$18.91	\$19.90	\$20.86	\$19.29	\$20.30	\$21.28	\$19.67	\$20.70	\$21.70
232	Program Assistant II	\$21.79	\$22.75	\$23.74	\$22.22	\$23.20	\$24.21	\$22.66	\$23.66	\$24.69	\$23.11	\$24.13	\$25.18
534	Clerk Receptionist (SLCC)				\$22.62	\$23.51	\$24.36	\$25.57	\$26.30	\$27.10	\$26.08	\$26.82	\$27.64
234	Clerk Receptionist (KPRC)	\$24.58	\$25.29	\$26.05	\$25.07	\$25.79	\$26.57	\$25.57	\$26.30	\$27.10	\$26.08	\$26.82	\$27.64
548	Secretary I (SLCC)				\$25.65	\$26.44	\$27.20	\$26.65	\$27.48	\$28.26	\$27.18	\$28.03	\$28.82
236	Secretary I (KPRC)	\$25.62	\$26.41	\$27.17	\$26.13	\$26.94	\$27.71	\$26.65	\$27.48	\$28.26	\$27.18	\$28.03	\$28.82
238	Secretary II	\$26.80	\$27.61	\$28.43	\$27.33	\$28.16	\$29.00	\$27.87	\$28.72	\$29.58	\$28.42	\$29.29	\$30.17
543	Utility Worker I				\$22.74	\$23.56	\$24.44	\$24.76	\$25.50	\$26.26	\$25.25	\$26.01	\$26.78
549	Utility Worker II (SLCC)				\$26.08	\$26.86	\$27.64	\$27.51	\$28.31	\$29.15	\$28.06	\$28.87	\$29.73
240	Utility Worker II (KPRC)	\$26.44	\$27.22	\$28.02	\$26.97	\$27.76	\$28.58	\$27.51	\$28.31	\$29.15	\$28.06	\$28.87	\$29.73
242	Operations Attendant	\$28.55	\$29.34	\$30.21	\$29.12	\$29.92	\$30.81	\$29.70	\$30.52	\$31.42	\$30.29	\$31.13	\$32.05
244	Secretary III	\$28.64	\$29.45	\$30.35	\$29.21	\$30.04	\$30.95	\$29.79	\$30.64	\$31.57	\$30.38	\$31.25	\$32.20
246	Groundskeeper I	\$28.79	\$29.64	\$30.53	\$29.36	\$30.23	\$31.14	\$29.94	\$30.83	\$31.76	\$30.54	\$31.44	\$32.39
248	Groundskeeper II	\$29.12	\$29.99	\$30.82	\$29.70	\$30.59	\$31.43	\$30.29	\$31.20	\$32.06	\$30.89	\$31.82	\$32.70
557	Recreation Programmer (SLCC)				\$29.14	\$30.02	\$30.92	\$31.33	\$32.28	\$33.23	\$31.95	\$32.92	\$33.89
250	Recreation Programmer (KPRC)	\$30.12	\$31.03	\$31.94	\$30.72	\$31.65	\$32.58	\$31.33	\$32.28	\$33.23	\$31.95	\$32.92	\$33.89
252	Operations Attendant-Lead Hand	\$31.76	\$32.64	\$33.61	\$32.39	\$33.29	\$34.28	\$33.03	\$33.95	\$34.96	\$33.69	\$34.63	\$35.66
254	Recreation Programmer II	\$32.23	\$33.18	\$34.20	\$32.87	\$33.84	\$34.88	\$33.52	\$34.51	\$35.57	\$34.19	\$35.20	\$36.28
Island Savings Centre													
Recreation and Events													
256	Activity Leader I	\$12.42	\$12.59	\$12.82	\$12.67	\$12.84	\$13.08	\$12.92	\$13.10	\$13.34	\$13.18	\$13.36	\$13.61
258	Activity Leader III	\$14.79	\$15.87	\$16.68	\$15.08	\$16.19	\$17.01	\$15.38	\$16.51	\$17.35	\$15.69	\$16.84	\$17.70
260	Childminder	\$15.53	\$15.95	\$16.44	\$15.84	\$16.27	\$16.77	\$16.16	\$16.59	\$17.10	\$16.48	\$16.92	\$17.44
261	Child & Youth Leader I	\$17.85	\$18.35	\$18.89	\$18.21	\$18.72	\$19.27	\$18.57	\$19.09	\$19.65	\$18.94	\$19.47	\$20.04
262	Program Assistant I	\$15.76	\$16.68	\$17.64	\$16.07	\$17.01	\$17.99	\$16.39	\$17.35	\$18.35	\$16.72	\$17.70	\$18.72
263	Shift Supervisor	\$17.85	\$18.35	\$18.89	\$18.21	\$18.72	\$19.27	\$18.57	\$19.09	\$19.65	\$18.94	\$19.47	\$20.04
264	Events Services Worker	\$17.85	\$18.35	\$18.89	\$18.21	\$18.72	\$19.27	\$18.57	\$19.09	\$19.65	\$18.94	\$19.47	\$20.04
265	Events Supervisor	\$18.54	\$19.51	\$20.45	\$18.91	\$19.90	\$20.86	\$19.29	\$20.30	\$21.28	\$19.67	\$20.70	\$21.70
266	Child & Youth Leader II	\$21.79	\$22.75	\$23.74	\$22.22	\$23.20	\$24.21	\$22.66	\$23.66	\$24.69	\$23.11	\$24.13	\$25.18
267	Program Assistant II	\$21.79	\$22.75	\$23.74	\$22.22	\$23.20	\$24.21	\$22.66	\$23.66	\$24.69	\$23.11	\$24.13	\$25.18
268	Recreation Programmer I	\$30.12	\$31.03	\$31.94	\$30.72	\$31.65	\$32.58	\$31.33	\$32.28	\$33.23	\$31.95	\$32.92	\$33.89
	Youth Outreach Programmer I	\$30.12	\$31.03	\$31.94	\$30.72	\$31.65	\$32.58	\$31.33	\$32.28	\$33.23	\$31.95	\$32.92	\$33.89
270	Recreation Programmer II	\$32.23	\$33.17	\$34.21	\$32.87	\$33.83	\$34.89	\$33.52	\$34.50	\$35.58	\$34.19	\$35.19	\$36.29
	Child & Youth Programmer II	\$32.23	\$33.17	\$34.21	\$32.87	\$33.83	\$34.89	\$33.52	\$34.50	\$35.58	\$34.19	\$35.19	\$36.29
	Sport Programmer II	\$32.23	\$33.17	\$34.21	\$32.87	\$33.83	\$34.89	\$33.52	\$34.50	\$35.58	\$34.19	\$35.19	\$36.29
	Special Events Programmer II	\$32.23	\$33.17	\$34.21	\$32.87	\$33.83	\$34.89	\$33.52	\$34.50	\$35.58	\$34.19	\$35.19	\$36.29

Administration, Economic Development

272	Cashier/Receptionist	\$20.44	\$20.98	\$21.62	\$20.85	\$21.40	\$22.05	\$21.26	\$21.83	\$22.49	\$21.68	\$22.26	\$22.94
274	Clerk Receptionist	\$23.15	\$23.78	\$24.44	\$23.61	\$24.25	\$24.93	\$24.08	\$24.73	\$25.43	\$24.56	\$25.22	\$25.94
276	Events Services Clerk	\$24.58	\$25.29	\$26.05	\$25.07	\$25.79	\$26.57	\$25.57	\$26.30	\$27.10	\$26.08	\$26.82	\$27.64
278	Customer Services Program Secretary	\$25.27	\$25.97	\$26.72	\$25.77	\$26.49	\$27.25	\$26.28	\$27.02	\$27.79	\$26.80	\$27.56	\$28.34
280	Facility Booking Clerk	\$28.64	\$29.45	\$30.35	\$29.21	\$30.04	\$30.95	\$29.79	\$30.64	\$31.57	\$30.38	\$31.25	\$32.20
282	Ticket Centre Supervisor	\$28.64	\$29.45	\$30.35	\$29.21	\$30.04	\$30.95	\$29.79	\$30.64	\$31.57	\$30.38	\$31.25	\$32.20

Food & Beverage

	Food & Beverage I	\$12.42	\$12.74	\$13.99	\$12.67	\$12.99	\$14.27	\$12.92	\$13.25	\$14.55	\$13.18	\$13.51	\$14.84
	Food & Beverage II (Cook)	\$15.53	\$15.95	\$16.44	\$15.84	\$16.27	\$16.77	\$16.16	\$16.59	\$17.10	\$16.48	\$16.92	\$17.44
284	Food & Beverage II (Bartender)	\$15.53	\$15.95	\$16.44	\$15.84	\$16.27	\$16.77	\$16.16	\$16.59	\$17.10	\$16.48	\$16.92	\$17.44
285	Food & Beverage II (Bartender) Theatre	\$15.53	\$15.95	\$16.44	\$15.84	\$16.27	\$16.77	\$16.16	\$16.59	\$17.10	\$16.48	\$16.92	\$17.44
286	Hospitality Supervisor												
287	Hospitality Services Leader (Theatre)	\$18.54	\$19.51	\$20.45	\$18.91	\$19.90	\$20.86	\$19.29	\$20.30	\$21.28	\$19.67	\$20.70	\$21.70
	Supervisor	\$30.12	\$31.03	\$31.94	\$30.72	\$31.65	\$32.58	\$31.33	\$32.28	\$33.23	\$31.95	\$32.92	\$33.89

Operations

288	Operations Worker	\$17.85	\$18.35	\$18.89	\$18.21	\$18.72	\$19.27	\$18.57	\$19.09	\$19.65	\$18.94	\$19.47	\$20.04
290	Janitor	\$26.06	\$26.82	\$27.63	\$26.58	\$27.35	\$28.18	\$27.11	\$27.89	\$28.74	\$27.65	\$28.45	\$29.31
292	Janitor - Lead Hand												
294	Operations Attendant	\$28.55	\$29.34	\$30.21	\$29.12	\$29.92	\$30.81	\$29.70	\$30.52	\$31.42	\$30.29	\$31.13	\$32.05
296	Operations Attendant - Lead Hand	\$31.76	\$32.64	\$33.61	\$32.39	\$33.29	\$34.28	\$33.03	\$33.95	\$34.96	\$33.69	\$34.63	\$35.66

SCHEDULE "B" – POSITIONS EXCLUDED

(In Addition to Those Cited in CUPE Certifications)

Island Savings Centre

Concession Food Vendors
Instructor - Assistant
Instructor - Certified
Instructor - Specialty
Instructor - Supervisory
Referee I
Special Events Worker I
Instructor - Non-Certified
Referee II
Special Events Worker II
Special Events Worker III
Summer Students (Programs)
Time Keeper

Kerry Park Recreation Centre

Bar Attendants
Bus Person
Coffee Shop Attendant
Coffee Shop Attendant / Cook
Concession Counter Person
Doorman / Utility
Rink Patrol / Music Operator
Skate Shop Attendant
Ticket Sellers

ADDENDUM 'A' – REGULAR PART-TIME AND CASUAL EMPLOYEES

BETWEEN:

Cowichan Valley Regional District

AND:

Canadian Union Of Public Employees, Local 358 (Representing employees of the Cowichan Valley Regional District at the Administration Building, Economic Development, Kerry Park Recreation Centre, Island Savings Centre)

The parties hereby agree to amend the Collective Agreement to reflect the agreed-to terms on call-in and scheduling procedures for Regular Part-Time and Casual employees. The process will be reviewed annually by the parties to ensure its effective operation.

General Guidelines

1. Employees shall provide the Employer with a direct communication link that will give them personal contact with the Employer. The employee must keep this information current.
2. Employees scheduled to work in one classification/location cannot cancel their shift in order to accept work in a different classification/location.
3. It is the responsibility of both parties to ensure that overtime will not be incurred. The employee shall inform the Employer if the work being offered puts them into an overtime situation; and, the Employer shall confirm with the employee that they will not fall into an overtime situation by accepting the work.
4. Casual employees are to notify the Employer when they are going to be unavailable to accept work for an extended period of time.

Housekeeping

1. Separate Qualification Lists indicating the scheduling order for each classification/location shall be maintained. These lists shall be updated four times per year, posted at each location, and provided to the Union.
2. Employee placement on Qualification Lists:
 - Regular part-time employees – in seniority date order
 - Casual employees – placed in order of qualification date with zero hours and subsequently by hours accrued in each separate classification/location Qualification List.
3. a. If a regular full-time or regular part-time employee resigns their regular position and is permitted by the Employer to be added onto the Qualification List, they will be placed at the bottom of the Qualification List with zero hours.
b. If a regular full-time or regular part-time employee is laid off from a regular position and elects to remain on call (i.e., foregoes severance), the employee will be added onto the Qualification List and be credited for hours as determined by mutual agreement between the Employer and the Union.
4. If a casual employee posts into a temporary posting in a classification/location that is not on the Qualification List, those accrued hours will not be captured on the Qualification List.

5. Employees who do not work in a classification/location within a one year period shall be removed from that Qualification List. This does not apply to regular part-time or casual employees working in a posted temporary assignment.
6. Casual employees who do not work in any classification/location within a one-year period shall have their employment terminated.
7. An employee who declines or is otherwise unavailable for three (3) shifts within their stated availability within a three (3) month period will be given a warning and the Union will be advised. If the employee declines a further two (2) shifts within the subsequent three (3) month period, the employee will be terminated. For the purposes of this section, being unavailable due to working elsewhere for the CVRD or due to being on an approved leave will not be considered a decline/unavailable.

Filling Available Assignments - Scheduling

1. Scheduling available assignments will be as per Article 18.09 of the collective agreement and based on the order in the Qualification List.
2. A schedule shall typically cover no more than two (2) calendar months. A schedule may cover more than two (2) calendar months when available assignments are bundled.
3. Assignments may be bundled when operationally important to accommodate or alleviate disruption to a program or Division. Not all available assignments will be bundled.
4. For recreation employees this process shall be completed no later than twenty (20) working days before the start of the schedule.
5. Administration work assignments that are a continuous five (5) days or less require one hundred percent (100%) commitment from the employee. For administration work assignments that are a continuous six (6) days or more the Employer shall allow employees to accept these assignments with up to twenty percent (20%) of the total assignment as unpaid leave of absence provided that the employee requests the leave at the time of scheduling the assignment.
6. Training shifts may be scheduled out of list order.

Filling Available Assignments On Short Notice – After a Schedule Has Been Developed


1. When more than twenty-four (24) hours are available before the work assignment employees shall be contacted and shall be allowed four (4) hours to return the call and indicate availability. Where an employee cannot be contacted, or if the employee declines the work opportunity, the next employee on the Qualification List will be contacted.
2. When less than twenty-four (24) hours is available before the work assignment employees shall be contacted. Responses are required immediately. The first qualified employee to respond will be awarded the available assignment.

Signed this 19th day of March, 2019

IN WITNESS WHEREOF the corporate seal of the Employer has been hereunto affixed, attested to 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.

THE CORPORATE SEAL of the
COWICHAN VALLEY REGIONAL DISTRICT
was hereunto affixed by and in the presence of:

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



Chair



President



Corporate Secretary



National Representative



Letter of Understanding No. 1

BETWEEN:

Cowichan Valley Regional District

AND:

Canadian Union Of Public Employees, Local 358 (Representing employees of the Cowichan Valley Regional District at the Administration Building, Economic Development, Kerry Park Recreation Centre, Island Savings Centre)

Senior Government Assistance for Program Delivery

During the term of the current Collective Agreement, the official signing officers of the Union shall sign jointly with the Employer applications by the Employer to a senior government to enable the Employer to receive senior government assistance for specified program delivery, provided the program conforms with the following provisions:

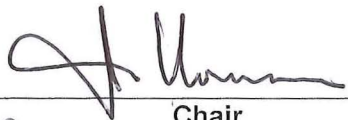
1. Persons employed under the government program shall be employed as temporary employees.
2. The work involved in such programs would not have directly resulted in the recall to regular employment of any laid off regular full-time or regular part-time employee.
3. That subject projects provide new employment opportunities and do not displace existing jobs.
4. The task involved in such programs is not one which has been done or could reasonably be expected to be undertaken by existing employees within the foreseeable future.

Signed this 19th day of March, 2019

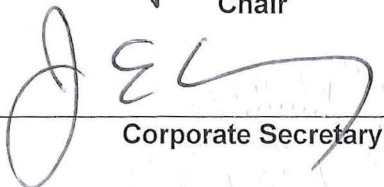
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Chair


President


Corporate Secretary


National Representative

Letter of Understanding No. 2

BETWEEN:

Cowichan Valley Regional District

AND:

Canadian Union Of Public Employees, Local 358 (Representing employees of the Cowichan Valley Regional District at the Administration Building, Economic Development, Kerry Park Recreation Centre, Island Savings Centre)

CUPE/USW Transfer – Benefits Continuation

When an employee of the Cowichan Valley Regional District (CVRD) who is a member of either Canadian Union of Public Employees (CUPE) Local 358 or United Steel Workers (USW) Local 1-1937 is the successful candidate for an external vacancy that requires membership in either CUPE Local 358 or USW Local 1-1937 the employee, if in receipt of benefits at the time of the transfer, will continue to receive, without interruption, all of the core employee benefits outlined below:


- British Columbia Medical Services Plan
- Extended Health
- Dental
- Municipal Pension
- Group Life Insurance
- Long Term Disability
- Sick Leave
- Vacation Entitlement

The date of transfer into the new position will be the date that seniority commences and all employees will be required to complete the trial period as per the Collective Agreement. The rate of pay assigned will correspond to the employee's overall probationary status or service with the Employer.

Signed this 19th day of March, 2019

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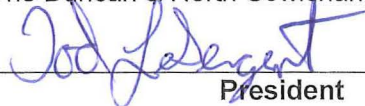
Chair



Corporate Secretary

SIGNED ON behalf of the
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 358

(The Duncan & North Cowichan Civics)



President



National Representative

Letter of Understanding No. 3

BETWEEN:

Cowichan Valley Regional District

AND:

Canadian Union Of Public Employees, Local 358 (Representing employees of the Cowichan Valley Regional District at the Administration Building, Economic Development, Kerry Park Recreation Centre, Island Savings Centre)

Joint Accommodation Committee

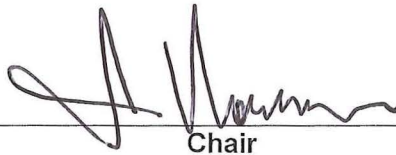
During the term of the current Collective Agreement, the parties agree to develop Terms of Reference and an operational framework for the establishment of a Joint Accommodation Committee.

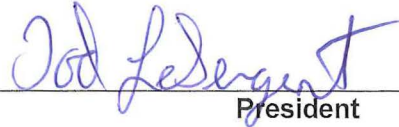
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LOCAL NO. 358
(The Duncan & North Cowichan Civics)


Chair


President


Corporate Secretary


National Representative



Letter of Understanding No. 4

BETWEEN:

Cowichan Valley Regional District

AND:

Canadian Union Of Public Employees, Local 358 (Representing employees of the Cowichan Valley Regional District at the Administration Building, Economic Development, Kerry Park Recreation Centre, Island Savings Centre)

Recognition of Shawnigan Lake Community Centre Employees

The parties agree to make joint application to British Columbia Labour Relations Board to recognize the employees who work in the following job classifications at the Shawnigan Lake Community Centre as part of CUPE Local 358.

- Recreation Programmer I
- Administrative Clerk
- Office Assistant
- Operations Attendant
- Maintenance Worker

Terms agreed to date include:

1. The non-union Recreation Programmer I will be recognized as CUPE Recreation Programmer (Kerry Park)
2. The non-union Administrative Clerk will be recognized as CUPE; Secretary I (Kerry Park)
3. The non-union Office Assistant will be recognized as CUPE Clerk Receptionist (Kerry Park)
4. The CUPE position Utility Worker (Kerry Park) will be renamed Utility Worker II
5. The non-union Operations Attendant will be recognized as CUPE Utility Worker II (formerly Utility Worker Kerry Park)
6. The non-union Maintenance Worker will be recognized as CUPE Utility Worker I (new position)
7. The Step 3 rate for the newly created CUPE Utility Worker I position will be (2016) \$24.75 per hour. The Employer will create a corresponding job description as per Article 26.01 of the Collective Agreement.
8. Incumbents will retain their current employment status (regular full time, regular part time or casual)
9. Regular full time and regular part time employees will be assigned a CUPE seniority date consistent with their hire date with the Employer. Casual employees will appear on the casual addendum in their current occupation codes based on their record of hours worked.
10. For 2018, newly recognized employees will be restricted from exercising seniority with respect to job vacancies (postings) or bumping
11. The incumbent in the position of Secretary I will be allowed to continue in an 8-hour per day, 4-day per week schedule. At such time as the position is vacated, it will revert to a 7-hour per day schedule.
12. The casual employees will be formally invited to submit their qualifications for evaluation in order to be placed on the casual lists at Kerry Park. If qualified they will start on the casual addendum in those positions at zero (0) hours.

13. All employees will transfer to the Step corresponding to their accumulated service and/or probationary status with the Employer.
14. The wage rate implementation will be according to the following schedule;

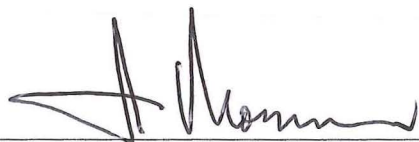
Phased Implementation	2017	2018	2019
Recreation Programmer I			
Step 1		\$29.14	\$31.33
Step 2		\$30.02	\$32.28
Step 3		\$30.92	\$33.23
(Administrative Clerk) Secretary I			
Step 1		\$25.65	\$26.65
Step 2		\$26.44	\$27.48
Step 3		\$27.20	\$28.26
(Office Assistant) Clerk Receptionist			
Step 1		\$22.62	\$25.57
Step 2		\$23.51	\$26.30
Step 3		\$24.36	\$27.10
(Operations Attendant) Utilityworker II			
Step 1		\$26.08	\$27.51
Step 2		\$26.86	\$28.31
Step 3		\$27.64	\$29.15
(Maintenance Worker) Utilityworker I			
Step 1		\$22.74	\$24.76
Step 2		\$23.56	\$25.50
Step 3		\$24.44	\$26.26

Signed this 19th day of March, 2019

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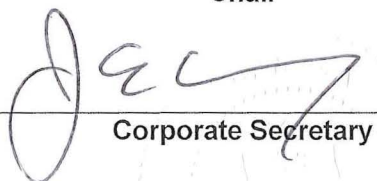
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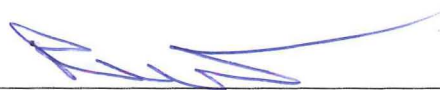
Chair



President



Corporate Secretary



National Representative

Letter of Understanding No. 5

BETWEEN:

Cowichan Valley Regional District

AND:

Canadian Union Of Public Employees, Local 358 (Representing employees of the Cowichan Valley Regional District at the Administration Building, Economic Development, Kerry Park Recreation Centre, Island Savings Centre)

Pre-Layoff Canvassing

The process will be as follows:

- a) When temporary or permanent layoff notice is to be delivered, the Employer will inform the Union and may discuss options available to reduce or eliminate lay-off, or to change layoff order.
- b) If the Employer and Union agree on feasible options, the Employer will meet with the affected employee(s) in the presence of a shop steward to present the options.
- c) Options that may be considered in order to reduce, eliminate or change the order of layoffs, include, but are not limited to:
 - Job sharing;
 - Reduced hours of work through partial leaves or schedule adjustments;
 - Transfers to other areas within the bargaining unit subject to available work and meeting qualifications;
 - Voluntary paid and unpaid leaves of absence, Use of vacation time, or severance
 - Early retirement incentives;
 - Retraining;
 - Combinations and variations of the above or other alternatives.
- d) Should there be no agreement to pursue a particular option/alternative to lay-off, formal lay-off notice will proceed as per Article 17 where applicable.

Signed this 19th day of March, 2019

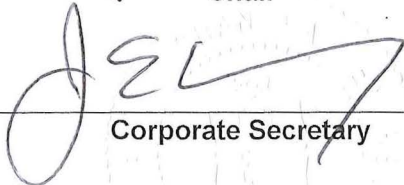
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National Representative

Letter of Understanding No. 6

BETWEEN:

Cowichan Valley Regional District

AND:

Canadian Union Of Public Employees, Local 358 (Representing employees of the Cowichan Valley Regional District at the Administration Building, Economic Development, Kerry Park Recreation Centre, Island Savings Centre)

Labour Management Agenda Items

The parties hereby agree to take forward the items outlined below to Labour Management for ongoing discussion;

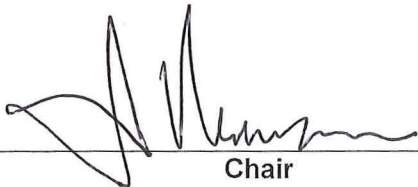
- Occupational Health and Safety of employees at ISC
- Video Surveillance Systems Policy
- Joint Early Intervention Program
- Wellness rewards and initiatives
- Ongoing Policy reviews
- Job Sharing
- Job Description reviews
- Leave of Absence for Educational Purposes
- Joint Accommodation Committee

Signed this 19th day of March, 20 19

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