

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN

AND THE

**CANADIAN UNION OF PUBLIC EMPLOYEES
DUNCAN AND NORTH COWICHAN CIVICS
PAID ON-CALL FIREFIGHTERS
CUPE LOCAL 358-09**



TERM: OCTOBER 18, 2023 – DECEMBER 31, 2025

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THIS AGREEMENT made and entered into this 18th day of October, 2023

BETWEEN:

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

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

(hereinafter called the "Employer")

OF THE FIRST PART

AND THE:

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 358-09
(THE DUNCAN AND NORTH COWICHAN CIVICS, PAID ON-CALL FIREFIGHTERS)**

(hereinafter called the "Union")

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

OF THE SECOND PART

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

AND WHEREAS this Agreement shall extend to and cover all unionized employees of the Corporation
of the District of North Cowichan excepting those excluded by the Labour Relations Code;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

PREAMBLE

The purpose of this agreement is to secure for the Municipality of North Cowichan, the Union and
the Employees of the Municipality, the full benefit of orderly and legal collective bargaining, and to
ensure to the utmost extent possible, the safety and physical welfare of the employees, economy of
operation and quality and quantity of output and protection of property. It is recognized by the
Collective Agreement that the Parties will cooperate fully, individually, and collectively for the
advancement of said conditions.

The Municipality of North Cowichan and the Union agree to abide by the terms set out in this Collective Agreement.

It is the desire of both parties to:

1. Maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
2. To recognize the mutual value of joint discussions and negotiations;
3. To encourage efficiency in operation; and
4. To promote the morale, well-being, and security of all employees in the Bargaining Unit of the Union.

For the purpose of implementing the spirit and intent of the foregoing, it is agreed that changes in policy affecting the employees' security will be discussed with the Union prior to implementation.

ARTICLE 1 DEFINITIONS

1.01 Probationary Employee

A newly hired employee who is in their first twelve (12) months from their start date.

1.02 Paid On-Call Employee

Any employee having satisfactorily completed the probationary period and who is entitled to all benefits that are applicable in this Collective Agreement.

ARTICLE 2 MANAGEMENT RIGHTS

2.01 Management Rights

- (a) The management of the work force and of the methods of operation is vested exclusively in the Employer except as otherwise specifically provided in this Collective Agreement.
- (b) The Employer shall have the right to select its employees and to discipline or discharge them for proper cause, however any employee who feels unfairly treated may appeal through the grievance procedure as set out in Article 11.

ARTICLE 3 RECOGNITION

3.01 Bargaining Unit

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

3.02 Right of Fair Representation

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

3.03 No Other Agreement

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

ARTICLE 4 NO DISCRIMINATION

4.01 Human Rights Code

Both parties to this Collective Agreement agree to abide by the *Human Rights Code* of British Columbia.

4.02 Harassment

Any complaint alleging harassment will be dealt with through the Respectful Workplace Policy of the Employer. Where a satisfactory conclusion has not been achieved, employees may elect to use the grievance process.

4.03 No Discrimination

Employees shall have the option of a representative present when meeting with the Employer for matters related to all provisions of Article 4.

ARTICLE 5 UNION SECURITY

5.01 All Employees to be Members

- (a) All Bargaining Unit employees presently members of the Union shall maintain their membership in the Union as a condition of employment.
- (b) All new employees shall, as a condition of employment, become and remain a member of the Union within the first thirty (30) calendar days of employment.

ARTICLE 6 CHECK-OFF OF UNION DUES

6.01 Check-off Payments

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

6.02 Deductions

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

ARTICLE 7 NEW EMPLOYEES

7.01 New Employees

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

The Employer shall provide each employee with access to the Collective Agreement.

7.02 Collective Agreement in Electronic Format

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

ARTICLE 8 CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of this Collective Agreement or incidental thereto shall pass to and from the Director, Human Resources and Health & Safety, the Fire Chief, or designates, and the Shop Steward, Union Representative and the Union President.

ARTICLE 9 LABOUR RELATIONS COMMITTEE

9.01 Labour Relations Committee

The Labour Relations Committee shall be constituted and conduct itself in accordance with the joint consultation provisions of the BC *Labour Relations Code*. The Committee will be comprised of two (2) Employer Representatives and two (2) Union Representatives. Union Representatives attending these meetings will be compensated at their wage rate as set out in Schedule 'A' of this Collective Agreement.

ARTICLE 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 and stewards. 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 Payment of Committee Members

- (a) Any/all employees attending committee meetings between the Employer and the Union shall be compensated at their individual rate as per Schedule 'A' of this Collective Agreement. Those committees will include but are not limited to: OH&S, Grievance, Negotiation/Bargaining Committee, Labour Relations.
- (b) The Employer shall bill the Union for wage and benefits costs for the absent employee.

10.03 Union Bargaining Committee

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

10.04 Time Off for Meetings

Union representatives including stewards shall be granted time off to investigate grievances upon approval in writing to the Employer or their immediate supervisor.

ARTICLE 11 GRIEVANCE PROCEDURE

11.01 Grievance Procedure

- (a) A grievance shall mean any difference between the parties, or the Employer and any employee, concerning the interpretation, application, implementation, or operation of any provision in the Collective Agreement, including whether a matter is arbitrable.
- (b) All grievances shall be finally and conclusively resolved in the manner provided in this Article without stoppage of work.
- (c) The parties agree to use the following grievance procedure:
 - (i) Step 1
Within ten (10) working days from the date of the incident prompting the grievance, the employee affected shall discuss the matter with the Employer representative/designate. If either party so wishes, a Union Representative may be present for this discussion. In the case of discipline or to prevent unnecessary extension of timelines, the Union shall have the option to proceed directly to Step 2 by mutual agreement.

(ii) Step 2

If no settlement is reached at Step 1, the employee shall submit the grievance in writing to the employee's Department Head or designate within ten (10) working days of the meeting set out in (c)(i) above. The grievance shall set out the facts upon which the employee relies, a clear statement of the grievance, and the remedy sought.

The Employer's representative(s) shall meet with the employee and the Union's representative within ten (10) working days of receiving the grievance for the purpose of obtaining any further information and clarification of the grievance. The Employer shall respond in writing to the written grievance within five (5) working days of this meeting.

(iii) Step 3

If no settlement is reached at Step 2, senior representatives of the Union and the Employer shall meet within ten (10) working days of the delivery of the Step 2 response letter from the Employer. The Employer shall again respond in writing to the written grievance within five (5) working days of this meeting.

(iv) Step 4

If no settlement is reached at Step 3, either party may refer the grievance to arbitration. Such referral to arbitration must occur, by written notice to the other party, within ten (10) working days of the delivery of the Step 3 response letter from the Employer.

11.02 Extension of Time Limits

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

11.03 Policy Grievances

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

ARTICLE 12 ARBITRATION

12.01 Composition of Board of Arbitration

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

- (a) The parties will attempt to agree on naming the Arbitrator as soon as the grieving party has submitted notice, in writing, of its decision to proceed to arbitration.

- (b) Should the parties fail to reach agreement on an Arbitrator within seven (7) days of the date of such notice referred to in (a) above, either party may apply to the Director of the Collective Agreement Arbitration Bureau for the Province of British Columbia.

12.02 Arbitrator Procedure

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

12.03 Decisions of the Arbitrator

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

12.04 Expenses of the Arbitrator

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

12.05 Expedited Arbitration

- (a) Upon completion of Step 3 of the grievance procedure in accordance with Article 11 a grievance may, by mutual agreement, be resolved through expedited arbitration.
- (b) The expedited arbitration shall be scheduled to be heard at a mutually agreed upon date and location.
- (c) The parties shall mutually agree upon a single Arbitrator who shall be appointed to hear the grievance and render a decision within two (2) working days of the hearing. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (d) As the process is intended to be informal and non-legal, outside lawyers will not be used to represent either party at the expedited arbitration.
- (e) The parties shall make use of an agreed to statement of facts.
- (f) Presentations shall be limited to a comprehensive opening statement.
- (g) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter, with the exception of employee discipline.
- (h) The parties shall equally share the costs of the fees and expenses of the Arbitrator.

ARTICLE 13 DISCHARGE, SUSPENSION, AND DISCIPLINE**13.01 Cause For Discipline**

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

13.02 Discharge or Suspension Procedure

The following procedure shall apply before any employee is dismissed or suspended for cause:

- (a) When the Employer has dismissed or suspended an employee under this section, a letter must be forwarded to the employee within five (5) working days of their dismissal or suspension, with a copy to the Union, stating the cause for the dismissal or suspension.
- (b) Letters of warning, suspension, dismissal, or exoneration nature shall be forwarded to the following:
 - (i) One (1) to the employee; and
 - (ii) One (1) to the Union President
- (c) Upon request, after twenty-four (24) months without any infraction, any letter(s) of discipline shall be removed from the employee's personnel file(s) and/or personnel record(s).

13.03 Right of Representation

All employees shall have the right of Union representation when meeting with the Employer pertaining to discipline, suspension, or discharge. Representation shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

13.04 Access to Personnel File

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

13.05 No Strikes or Lockouts

During the term of this Collective Agreement, it is understood that no employee covered by the terms of this Collective Agreement shall strike, or engage in any work stoppage, that will interfere in any way with the Employer's operations.

The Employer agrees that it shall not lock out employees during the term of this Collective Agreement.

13.06 Crossing of Picket Line During Strikes

Except in the case of an emergency, during the term of this Collective Agreement, no employee shall be disciplined or discharged for honouring a picket line.

ARTICLE 14 SENIORITY

14.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the Bargaining Unit, except as otherwise specified in this Collective Agreement. Seniority will be calculated from the employee's start date, which will be deemed to be the date they are assigned a North Cowichan employee number.

14.02 Seniority List

The Employer shall maintain a seniority list for all employees showing the employees seniority date commencing the start date of their employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. All employees shall not lose and shall continue to accrue seniority rights if they are absent from work because of sickness, an accepted WorkSafe BC claim, layoff, or leave of absence approved by the Employer.

14.03 Transfers Between Stations

- (a) The Employer will make every reasonable effort to accommodate employees requesting a transfer to another fire station in the Municipality in the event their permanent residence is relocated within the primary response area of such station.
- (b) Where an employee requests a transfer to another station, they shall make the request in writing to the Employer.
- (c) A transferred officer shall not retain their rank upon reassignment.

14.04 Probationary Periods

- (a) Newly hired employees shall be considered on a probationary basis for a period of twelve (12) months from their start date. During the probationary period, employees shall be entitled to all rights and privileges of this Collective Agreement, except with respect to discharge. The Employer is entitled to terminate a probationary employee if the employee is unsuitable for continued employment.
- (b) In determining suitability, the Employer is entitled to consider any factor which could reasonably be expected to affect the employment relationship including conduct, quality of work, ability to work with others, ability to meet performance standards of the Employer and attendance.
- (c) After completion of the probationary period, seniority shall be effective from the original date of employment except as otherwise provided in this Collective Agreement.
- (d) Where necessary, an extension to probation may occur upon mutual agreement to a maximum of eighteen (18) months.
- (e) If a probationary employee is not successful beyond the extension, they may be deemed to be terminated for unsuitability.

14.05 Consideration of Seniority

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

14.06 Loss of Seniority – Paid On-Call Employees

An employee shall only lose their seniority in the event the employee:

- (a) Is discharged for just cause and is not reinstated;
- (b) Resigns; or
- (c) Attends fewer than 70% of practices and/or fewer than 20% of the fire calls in a year, except where the employee is on an approved leave of absence or with the express advance approval of the Fire Chief or their designate.

ARTICLE 15 PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

- (a) When a vacancy occurs or a new position is created, the Employer shall notify the Union in writing and post notice of the position in areas accessible to employees for ten (10) working days in order that all employees will know about the position and be able to make written application.

- (b) Information in Postings

Such notice shall contain the following information:

- Unionized Local 358 position as a condition of employment;
- Nature of position;
- Required skills, qualifications, and abilities;
- Salary rate; and
- Closing date

15.02 Union Notification

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

15.03 No Outside Advertising

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

15.04 Trial Period – For Officer Positions

The declared successful candidate shall be given a trial period of six (6) months. The exact starting date of the trial period shall be made known to the declared successful candidate before the start of the trial period.

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

15.05 Training Opportunities

- (a) Employees are encouraged to improve their skillset by way of Employer provided and paid for educational opportunities.
- (b) Employees who attend training opportunities will be compensated at their individual rate of pay as set out in Schedule 'A' of this Collective Agreement.
- (c) Overtime rates will not apply.

ARTICLE 16 LAYOFFS AND RECALLS

16.01 Impact on Services

When the Employer decides that a lay off is necessary in any classification or a recall to a position in any classification is available, the following factors shall be considered:

- (a) Skill, ability, experience, qualifications, education/professional development, suitability, competence, efficiency, call response history, physical capabilities, time of day availability and distance from the station; and
- (b) Seniority within the classification.

When, in the sole judgment of the Employer, the factors in (a) are relatively equal, seniority shall govern. It is understood and agreed that the Employer shall be the sole judge of the overall requirements of the fire service and the sole judge of assessing paid on-call employees as per (a) above.

ARTICLE 17 HOURS OF WORK**17.01 Working Week, Hours, and Working Days**

- (a) Employees covered by this Collective Agreement, work irregular hours, and are called out on an as needed basis. It's understood that due to the nature of the work, they may be required to respond to calls several times per day and as such, may be required to work non-standard hours.
- (b) Employees may also have assigned duties which require them to prepare and deliver training, attend meetings, prepare reports and minutes, complete necessary documentation, all of which is time worked and paid at the employee's hourly rate as set out in Schedule 'A' of this Collective Agreement.
- (c) Any employee who has been designated or temporarily fills higher level positions such as Captain, Fire Services Instructor, etc. shall be paid the rate of that position for the time worked.

17.02 Call-Out

Employees shall receive a minimum of one (1) hour of pay for every fire and emergency event to which they are dispatched, and payment in half hours for any time beyond the first hour.

17.03 Weekly Practices/Training

All weekly practices/training will be paid for all hours worked.

17.04 Weekly Duty Crew Checks

All weekly duty crew checks will be paid for all hours worked.

17.05 Duty Officer Standby Pay

If a duty officer is on standby, the employee will be paid one (1) hour for an eight (8) hour block. All callouts during the standby period shall be paid at the employees' hourly rate of pay.

ARTICLE 18 OVERTIME**18.01 Overtime Rates**

An employee will be paid time and one-half (1.5x) for all hours worked beyond thirty-five (35) hours over a seven (7) day period running from Sunday to Saturday.

ARTICLE 19 HOLIDAYS

19.01 List of Holidays

- | | |
|----------------|---|
| New Year's Day | Labour Day |
| Family Day | National Day for Truth and Reconciliation |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| BC Day | |

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

Employees shall be paid at the rate of time and one-half (1.5x) pay for the work performed during a statutory holiday.

ARTICLE 20 SICK LEAVE PROVISIONS

20.01 Immunization

The Employer will provide, without cost to employees, appropriate immunization for employees who may in the course of their duties be exposed to viral or bacterial illness or disease. Upon recommendation of a medical doctor, appropriate members of an employee’s family will also be provided with such immunization due to the employee’s exposure.

20.02 WorkSafeBC

The Employer agrees to provide coverage for WorksafeBC for all employees.

20.03 Medicals and Early Screening

Coverage and expenses for any medical or screening detection tests for cancers and other occupational diseases recognized as related to the occupation of firefighter will be provided by the Employer.

ARTICLE 21 LEAVE OF ABSENCE**21.01 Leave For Union Business**

- (a) Where permission has been granted to representatives of the Union to leave their employment temporarily in order to meet with the Employer, with respect to a grievance, they shall suffer no loss of pay for the time so spent. Except as otherwise agreed, requests for such leave shall be in writing to the Director, Human Resources and Health & Safety, or designate at least five (5) working days in advance of the commencement of such leave.
- (b) Subject to operational requirements, and upon request to the Employer, up to four (4) representatives of the Union may be allowed leaves of absence to perform Union business.
- (c) The Employer shall bill the Union for wage and benefit costs for the absent employee(s). Requests for such leave shall be in writing to the Director, Human Resources and Health & Safety, or designate at least five (5) working days in advance, and such time off shall be taken in minimum four (4) hour increments.

21.02 Witness Duty

An employee subpoenaed to act as a witness in a criminal or civil court proceeding in connection with their paid on-call firefighter duties with the Employer, shall be compensated at their regular hourly rate set out in Schedule 'A' of the Collective Agreement for each hour of required attendance, less any payment received for witness duty.

21.03 Union Conventions or Seminars

It is agreed that employees will continue to receive their wages and benefits and that the Union will be invoiced in advance and pay in advance for the wages and benefits paid to the employee by the Employer for the time attending conventions and seminars. Requests for such leave shall be in writing to the Director, Human Resources and Health & Safety, or designate at least five (5) working days in advance of the commencement of such leave.

21.04 General Leave

An employee may be entitled to a leave of absence without pay and without loss of seniority for a period of up to six (6) months when they request such leave for good and reasonable cause. Such requests and approvals shall be in writing and subject to the approval of the Director, Human Resources and Health & Safety, or their respective designates.

21.05 Pregnancy, Parental and Adoptive Leave

Employees shall be entitled to maternity leave (in the case of birth mothers) and parental leave (in the case of birth and adoptive mothers/fathers) as specified under the British Columbia *Employment Standards Act* as amended from time to time.

(a) Request for Leave

Employees requesting maternity/parental leave must provide notice of the request to the Employer in writing. In cases where employees require extended leave for reasons related to the pregnancy or birth, the Employer may request a medical practitioner's or nurse practitioner's certificate indicating that such extension is required. Employees requesting parental leave following an adoption shall provide proof of adoption to the Employer, if requested.

(b) Seniority Status

While on maternity and parental leave, an employee shall retain their full employment status and rights.

(c) Return to Work Procedure

When an employee decides to return to work after maternity and parental leave, they shall provide the Employer with at least two (2) weeks' notice. On return from maternity and parental leave, the employee shall be placed at least into their former position. If the former position no longer exists, they shall be placed into a position in their department of equal rank and value at the same rate of pay.

(d) Protection During Maternity and Parental Leave

Maternity and parental 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, (i.e., suppression work) the employee may request to transfer to another position provided they are capable of performing the work and are otherwise entitled by virtue of seniority.

ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES

22.01 Wages

The wages to be paid by the Employer to the employees shall be those set forth in Schedule 'A' attached hereto and forming part of this Collective Agreement.

22.02 Pay Days

Pay days shall be on alternate Fridays.

22.03 Medical Certificate & Police Information Check & Fingerprints Fees

The Employer shall reimburse the employee for all Medical Certificates, Police Information Check and Fingerprints fees paid by the employee.

22.04 Fire Prevention

Employees assigned by the Employer to participate in fire inspections, education, or other prevention duties shall be paid for all such hours at their regular hourly rate as set out in Schedule 'A' of this Collective Agreement.

ARTICLE 23 RECLASSIFICATION

23.01 Reclassification

- (a) The Employer shall prepare an updated job posting whenever the duties of a position change.
- (b) The Employer shall make every reasonable effort to process requests for reclassification within ninety (90) days of receipt and, if applicable, will advise the Union if unanticipated delays occur.

ARTICLE 24 PAY RATES FOR NEW POSITIONS

24.01 New Positions

The rates of pay for any positions created by the Employer shall be jointly negotiated by both parties. Any dispute arising between the parties with respect to the appropriate rate of pay for the new position shall be subject to the grievance/arbitration procedure.

If the final negotiated wage rate is higher than the rate the Employer establishes, then the negotiated rate shall be retroactive to the establishment of the new job classification.

ARTICLE 25 EMPLOYEE BENEFITS

25.01 Employee Family Assistance Program

- (a) The Employer will provide access to the Municipality's Employee Family Assistant Program. All costs shall be borne by the Employer.

- (b) Post-Traumatic Stress Prevention

The Employer will maintain a Post-Traumatic Stress Prevention and Management program for the purpose of supporting the mental health and well-being of employees.

- (c) Critical Incident Stress – As per Article 26.02

25.02 Change in Carrier

It is understood that the Employer may substitute another carrier in consultation with the Union for any plan, provided benefits are not decreased and are maintained.

25.03 On and Off Duty Insurance Coverage

The Employer will provide On and Off Duty Insurance for members. The Employer will also include 24-hour family coverage.

ARTICLE 26 HEALTH & SAFETY

26.01 Union-Employer Health and Safety Committee

- (a) A Health and Safety Committee shall be established which is composed of five (5) members and five (5) alternate members, chosen by committee election. The composition is such that each fire hall is represented by one (1) Union representative and one (1) alternate Union representative and one (1) Employer representative and one (1) alternate Employer representative. The Health and Safety Committee shall hold meetings at least once per month.
- (b) In accordance with the *Workers' Compensation Act*, no employee shall be disciplined for refusal to perform unsafe work.

26.02 Critical Incident Stress (CIS)

- (a) In the event an employee has experienced a critical incident while on duty, the employee may be released from duty with pay for the hours they would have worked.
- (b) The Employer will provide critical incident stress debriefing/defusing to employees as required.

ARTICLE 27 TECHNOLOGICAL AND OTHER CHANGES

27.01 Technological and Other Changes

If the Employer introduces or intends to introduce a measure, policy, practice, or change that affects terms conditions or security of employment of a significant number of employees under this Collective Agreement, the Employer and Union will govern themselves in accordance with Section 54 of the BC *Labour Relations Code*.

ARTICLE 28 JOB SECURITY

28.01 Work of Employees

Exempt employees will not perform work of the Bargaining Unit that would directly result in an employee not being called out.

28.02 Protection of Civil Action

In accordance with its Indemnification Bylaw 3539, the Municipality of North Cowichan will indemnify its employees against any claim for damages that may arise out of the performance of their duties and, in addition, pay legal costs incurred in a court proceeding arising out of a claim.

ARTICLE 29 CLOTHING ALLOWANCE & PROTECTIVE EQUIPMENT

29.01 Uniforms and Cleaning

The Employer will provide a minimum of two pairs of pants and two short sleeve shirts, two long sleeve shirts, an outerwear jacket and station boots, belt, tie, epaulettes, badging and insignia to complete the uniform for all employees.

Alterations and Class A cleaning will be paid for by the Employer on approval of the Fire Chief.

29.02 Personal Protective Equipment

The Employer agrees to provide all employees with the necessary Personal Protective Equipment that meets or exceeds the requirements of the applicable standard and regulation applicable to the hazards they will encounter. Where possible, gender appropriate attire will be provided at the Employer's expense.

ARTICLE 30 GENERAL

30.01 Gender Neutral Terms Will Apply

Gender neutral terms will apply where the context of the party or parties hereto so require.

30.02 Bulletin Boards

The Employer will provide a bulletin board in each fire hall for the use of CUPE 358.

ARTICLE 31 TERM OF AGREEMENT

31.01 Duration

This Collective Agreement shall be binding and remain in full force and effect from the date of ratification to December 31, 2025, and shall continue from year to year thereafter until a new agreement is reached and/or unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

31.02 Negotiations

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

For the Corporation:



Mayor


Corporate Officer

For the Union:



President


Committee Member

SCHEDULE A – WAGES

NORTH COWICHAN FIRE DEPARTMENT

Rank	Pay Rate as at Ratification	Pay Rate June 30, 2024	Pay Rate January 1, 2025	Requirements	Next Increment
Fire fighter Level 1	<p><u>Level 1</u></p> <ul style="list-style-type: none"> o 58% Level I while in 1-6 month probation. \$17.14 o 70% Base Rate during months 7-12 \$20.69 	<p><u>Level 1</u></p> <ul style="list-style-type: none"> o 58% Level I while in 1-6-month probation. \$17.82 o 70% Base Rate during months 7-12 \$21.51 	<p><u>Level 1</u></p> <ul style="list-style-type: none"> o 58% Level I while in 1-6-month probation. \$18.54 o 70% Base Rate during months 7-12 \$22.37 	<ul style="list-style-type: none"> o As per application, testing, interview, criminal record search, class attendance, test & exam grades o Other requirements as updated 	<ul style="list-style-type: none"> o Completion of Playbook Exterior Firefighter o ICS 100 o BC Electrical Safety o Hazmat Awareness o WFF1
Fire fighter Level 2	<p><u>Level 2</u></p> <ul style="list-style-type: none"> o 85% of Base Rate \$25.12 	<p><u>Level 2</u></p> <ul style="list-style-type: none"> o 85% of Base Rate \$26.12 	<p><u>Level 2</u></p> <ul style="list-style-type: none"> o 85% of Base Rate \$27.17 	<ul style="list-style-type: none"> o Exterior Firefighter o ICS 100 o BC Electrical Safety o Hazmat Awareness o WFF1 	<ul style="list-style-type: none"> o FR 3 (placement subject to change by leadership team direction) o ICS 200
Fire fighter Level 3	<p><u>Level 3</u></p> <ul style="list-style-type: none"> o 95% Base Rate \$28.07 	<p><u>Level 3</u></p> <ul style="list-style-type: none"> o 95% Base Rate \$29.20 	<p><u>Level 3</u></p> <ul style="list-style-type: none"> o 95% Base Rate \$30.36 	<ul style="list-style-type: none"> o All above plus: o FR 3 (placement subject to change by leadership team direction) o ICS 200 	<ul style="list-style-type: none"> o Completion of Interior Firefighter o Marina Firefighting o Any or all other "specialized training"
Fire fighter Level 4 (Base Rate)	<p><u>Level 4</u></p> <ul style="list-style-type: none"> o 100% Base Rate \$29.55 	<p><u>Level 4</u></p> <ul style="list-style-type: none"> o 100% Base Rate \$30.73 	<p><u>Level 4</u></p> <ul style="list-style-type: none"> o 100% Base Rate \$31.96 	<ul style="list-style-type: none"> o All above plus: o Completion of Interior Firefighter o Marina Firefighting 	<ul style="list-style-type: none"> o Full Service Firefighter o Signed off as a driver operator on all apparatus o Pumps and Pumping Course o Hazmat Operations

SCHEDULE A -- WAGES (continued)

NORTH COWICHAN FIRE DEPARTMENT

Rank	Pay Rate as at Ratification	Pay Rate June 30, 2024	Pay Rate January 1, 2025	Requirements	Next Increment
Fire fighter Level 5	Level 5 o 105% Base Rate \$31.03	Level 5 o 105% Base Rate \$32.27	Level 5 o 105% Base Rate \$33.56	o All the above Plus o Full Service Firefighter o Signed off as a driver operator on all apparatus o Pumps and Pumping Course o Hazmat Operations	o Team Leader Exterior and Interior Training o ESM 1
Officer in Training	Level 6 o 110% Base Rate \$32.51	Level 6 o 110% Base Rate \$33.81	Level 6 o 110% Base Rate \$35.16		o Fire Officer 1
Captain/TO	o 115% Base Rate \$33.98	o 115% Base Rate \$35.34	o 115% Base Rate \$36.76		o FSI 1 o Fire Officer 2
Deputy Station Chief	o 120% Base Rate \$35.46	o 120% Base Rate \$36.88	o 120% Base Rate \$38.35		o TBD
Station Chief	o 125% Base Rate \$36.94	o 125% Base Rate \$38.42	o 125% Base Rate \$39.95		

Inflationary Support Payment

All employees active on payroll on the date of ratification will receive the following payment:

Years of Service	Lump Sum Payment
10 years or greater	\$1,000
5 to 9 years	\$750
Less than 5 years	\$500

SCHEDULE B - CERTIFICATION

LABOUR RELATIONS CODE

**BRITISH COLUMBIA
LABOUR RELATIONS BOARD**

CERTIFICATION

The LABOUR RELATIONS BOARD, being satisfied the employees named herein constitute a unit appropriate for collective bargaining and that all necessary requirements of the Labour Relations Code are met

HEREBY CERTIFIES

Canadian Union of Public Employees, Local 358 (The Duncan and North Cowichan Civics)

as the bargaining agent for the employees in a unit composed of

paid on-call firefighters at and from 9901 Chemainus Road, 1681 Robert Street, 1230 Maple Bay Road, and 5851 Duncan Street, Duncan, BC

except those excluded by the Code, employed by

**The Corporation of the District of North Cowichan (Municipality of North Cowichan)
7030 Trans Canada Highway
Duncan BC
V9L 6A1**

Given at Vancouver, British Columbia, this 10th day of **March, 2023**.

LABOUR RELATIONS BOARD

DAVID DUNCAN CHESMAN, K.C.
Vice-Chair

/ck

LETTER OF UNDERSTANDING No. 1**BETWEEN****THE CORPORATION OF THE DISTRICT
OF NORTH COWICHAN****AND THE****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 358-09
(THE DUNCAN & NORTH COWICHAN CIVICS)**

RE: TEMPORARY PAYROLL PROCESSING SUPPORT WITHIN THE FIRE HALLS

WHEREAS the Union has been certified as the bargaining agent for the employees in a unit composed of paid on-call firefighters at and from 9901 Chemainus Road, 1681 Robert Street, 1230 Maple Bay Road, and 5851 Duncan Street, Duncan, BC (the "POC Firefighters") in accordance with the Certification issued by the BC Labour Relations Board on March 10, 2023.

AND WHEREAS the parties are still in the process of negotiating a first collective agreement which will address matters relating to the payment of wages.

THE PARTIES HEREBY AGREE to this Letter of Understanding ("LOU") on a temporary, without prejudice or precedent basis to address certain payroll processes for POC Firefighters as follows.

1. One (1) POC Firefighter from each North Cowichan Fire Hall will be designated by mutual agreement to provide temporary payroll processing support for their respective hall.
2. The POC Firefighters referenced in paragraph 1 will be responsible for preparing all required payroll submissions and documentation necessary to facilitate the processing of POC Firefighters' payroll (the "Payroll Duties"). All payroll preparation and documentation are still to be reviewed and given final approval by the Station Chief and/or Deputy Station Chief prior to being transmitted to North Cowichan Payroll for final processing.
3. In recognition of the performance of these additional duties, for the duration of this LOU, the POC Firefighters referred to in paragraph 1 will be paid their regular hourly rate as set out in Schedule 'A' of this Collective Agreement for all hours spent performing the Payroll Duties for their respective Fire Halls to a maximum of two (2) hours per week. The two (2) POC Firefighters performing the Payroll Duties at Crofton Hall and Maple Bay Hall will be paid retroactive to the date of Certification. Any hours spent performing the Payroll Duties will not be included for the purposes of calculating overtime.

- 4. The processing of POC Firefighters' payroll will remain at the current frequency of once per month for the duration of this LOU or until the transition to bi-weekly payroll processing has been made.
- 5. This LOU will be in effect as of the date of signing and will remain in effect for a period of no more than three (3) months following the ratification of a first Collective Agreement between the parties.
- 6. The duration of terms of this LOU may be extended by mutual agreement.

For the Corporation:



Mayor



Corporate Officer

For the Union:



President



Committee Member

LETTER OF UNDERSTANDING No. 2

BETWEEN

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

AND THE

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 358-09
(THE DUNCAN & NORTH COWICHAN CIVICS)**

RE: LABOUR RELATIONS COMMITTEE

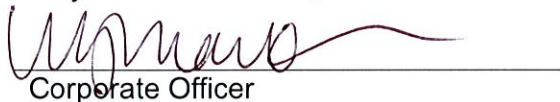
Within four (4) months of ratification, the Labour Relations Committee will meet to discuss the following:

- On the Job Training Opportunities and Process
- Wellness Program
- Travel Expense Policy
- Attending Emergency Events
- Fire Fighter Associations

For the Corporation:



Mayor


Corporate Officer

For the Union:



President


Committee Member

