

# **COLLECTIVE AGREEMENT**

**- between -**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 118**

**- and -**

**DISTRICT OF TOFINO**

**June 1, 2020 to May 31, 2024**

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THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Between:

**DISTRICT OF TOFINO**  
**(hereinafter called “the Employer”)**  
**PARTY OF THE FIRST PART**

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL 118**  
**(hereinafter called “the Union”)**  
**PARTY OF THE SECOND PART**

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**ARTICLE 1 - PURPOSE OF AGREEMENT**

**1.01 PURPOSE**

It is the purpose of both Parties to this Agreement:

- (a) to maintain and further industrial peace and harmonious relations;
- (b) to improve the practices and procedures of collective bargaining;
- (c) to promote conditions favourable to the orderly and constructive settlement of disputes;
- (d) to encourage efficiency in operations;
- (e) to promote the morale and well-being and security of all employees in the bargaining unit;
- (f) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions.

**ARTICLE 2- DEFINITIONS**

**2.01 REGULAR FULL-TIME EMPLOYEE**

A Regular Full-Time Employee is one who has successfully completed probation and works regularly scheduled full-time shifts. These employees accumulate seniority and are entitled to all benefits of this Agreement, except as otherwise stated herein. For the purpose of Article 25.08 Pension, full-time shall be defined as working between thirty (30) and forty (40) hours per week.

**2.02 REGULAR PART-TIME EMPLOYEE**

A Regular Part-Time Employee is one who has successfully completed probation and works regularly scheduled shifts but does not work the scheduled hours of a full-time employee. These employees accumulate seniority and are entitled to all benefits of this Agreement, except as otherwise stated herein.



**2.03 SEASONAL EMPLOYEES**

Seasonal Employees are those who are hired for seasonal assignments occurring from year to year. The hiring of these employees shall not cause a reduction in the number of year round employees. Seasonal Employees accrue seniority.

Seasonal Employees are subject to layoff at the end of each seasonal assignment; however, these employees shall not have the right to bump Regular Employees unless the layoff is permanent. Seasonal Employees shall be recalled to work each season without posting.

**Benefit Entitlement**

Seasonal Employees are entitled to the same benefits of this Agreement as Regular Employees, except those specifically excluded during the probation period. Seasonal Employees shall be entitled to health and welfare benefits (Article 25) after the probation period. At the end of each seasonal assignment, Seasonal Employees who are receiving health and welfare benefits (Article 25) shall be entitled to continue coverage subject to carrier limitations, provided that Seasonal Employees pay the full premium costs. Those who do not elect to continue coverage during the layoff period shall be reinstated to benefits when recalled to work subject to carrier limitations.

**2.04 PROBATIONARY EMPLOYEE**

A Probationary Employee is one who has been hired to fill any position included in this Agreement. These employees are entitled to all benefits of this Agreement, except as otherwise stated herein.

**2.05 TEMPORARY EMPLOYEE**

A Temporary Employee is one who is hired on a temporary basis for a specific period of time or specific purpose of up to six (6) months, eighteen (18) months for pregnancy/parental leave, duration or such longer period by mutual agreement between the Union and the Employer.

**2.06 CASUAL/RELIEF EMPLOYEE**

A Casual/Relief Employee is one who is employed on a day-to-day intermittent basis, not to exceed thirty (30) consecutive work days (except in the case of Student Employees), to perform specific short-term or occasional functions, or to fill in for another employee. These employees are entitled to benefits of this Agreement only as provided herein.

**2.07 INCENTIVE AND TERM PROGRAM EMPLOYEES**

An employee hired under federal/provincial incentive and summer programs employed to augment the regular work force or employed on a special project of limited duration of not more than four (4) months unless otherwise mutually agreed upon. This includes incentive and term program employees. These employees do not accumulate seniority and are not entitled to benefits under Article 21 (Sick Leave), 25.02 (MSP/MSA), 25.04 (Group Life) 25.08 (Pension).



**ARTICLE 3 - MANAGEMENT RIGHTS****3.01 GENERAL**

The Union recognizes the exclusive right of the Employer to exercise the regular and customary function of the Employer to operate and manage the business and affairs of the District in all respects and to direct the working forces, subject to the terms of this Agreement. The Employer shall exercise its rights in a fair and reasonable manner.

**ARTICLE 4 - UNION RECOGNITION AND NEGOTIATIONS****4.01 BARGAINING UNIT**

The Employer recognizes the Canadian Union of Public Employees, Local 118, as the sole and exclusive collective bargaining agent for all its employees, save and except for those excluded by the *Labour Relations Code* or by this Agreement, and hereby agrees to negotiate with the Union, or any of its authorized committees, aiming toward a peaceful and amicable settlement of any differences that may arise between them.

**4.02 EXCLUDED FROM UNIT**

The following positions shall be excluded from the bargaining unit:

- Chief Administrative Officer
- Deputy Corporate Officer
- Manager of Corporate Services
- Director of Financial Services/Chief Financial Officer
- Manager of Financial Services
- Manager of Community Sustainability
- Manager of Public Spaces, Cultural and Visitor Initiatives
- Confidential Secretary
- Director of Infrastructure and Public Works
- Engineering Manager
- Manager of Protective Services
- Fire Inspections & Training Officer (Deputy Chief)

**4.03 CORRESPONDENCE/NOTIFICATION**

All correspondence and notifications between the Parties arising out of this Agreement or incidental thereto, shall pass to and from the Clerk/Administrator of the District and the Recording Secretary of the Union with a copy to the Chairperson of the Tofino bargaining unit.

**4.04 WORK OF THE BARGAINING UNIT**

Persons whose jobs are unpaid or whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, or in emergencies when regular employees are not available or in any other situations mutually agreed upon.

**ARTICLE 5 - NO DISCRIMINATION/SEXUAL HARASSMENT****5.01 GENERAL**

There shall be no discrimination by the Employer or by the Union with respect to any employee, as provided in the *Human Rights Code of BC*, or by reason of membership or activity in a trade union.

**5.02 HARASSMENT**

The Employer and the Union recognize the right of all employees to work in an environment free from harassment.

**(a) Sexual Harassment**

Definition: 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.

Sexual harassment shall include, but not be limited to:

- (i) unnecessary touching or patting;
- (ii) suggestive remarks or other verbal abuse;
- (iii) leering at a person's body;
- (iv) demands of sexual favours;
- (v) compromising invitations;
- (vi) physical assault.

**(b) Personal Harassment**

Definition: Personal harassment by either the employees or Employer representatives shall be defined as: repeated, intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual or to cause personal humiliation.

**(c) Complaint Process**

A person who considers that they have been subjected to harassment (the complainant) is encouraged, in appropriate circumstances, to bring the matter to the attention of the person responsible for the conduct. Where the complainant does not wish to bring the matter directly to the attention of the person responsible, or when such an approach is attempted but does not produce a satisfactory result, the complainant may take up the matter with the Clerk/Administrator or the Mayor, as appropriate.

The Clerk/Administrator may conduct the investigation themselves or immediately appoint a mutually agreed upon investigator. The investigator shall, within three (3) working days, or as soon as practical after receipt of the complaint:

- (i) confirm receipt of the complaint with the complainant;
- (ii) notify the alleged harasser of the complaint and provide a copy of the Policy and Procedures;

- (iii) any notifications required by a Collective Agreement will also occur at this time.

The costs of the investigation will be borne by the District.

The investigator shall present a written report, including recommended actions, to the Union President and Clerk/Administrator within thirty (30) working days of the receipt of the complaint, unless circumstances occur beyond the control of the investigator. The recommendations shall be final and binding.

Any complaint alleging discrimination or harassment at the workplace not satisfactorily resolved shall be dealt with by the Parties through the Grievance Procedure, commencing at Step 2 or 3 as appropriate.

Harassment shall be treated as a serious offence of discrimination and can result in a whole range of disciplinary sanctions, up to and including discharge.

All such cases shall be treated in as confidential a manner as practicable.

## **ARTICLE 6 - UNION SECURITY**

### **6.01 UNION MEMBERSHIP**

All employees shall maintain Union membership in good standing as a condition of continued employment.

## **ARTICLE 7 - CHECK OFF OF UNION DUES**

### **7.01 DEDUCTION OF FEES AND DUES**

The Employer shall deduct fees and dues from the pay of each employee who shall provide, as a condition of employment, a signed written Assignment of Wages to the Union, substantially in the form contained in section 16 of the *Labour Relations Code*.

### **7.02 REMITTANCE TO UNION**

The Employer shall remit to the Union, fees and dues deducted, by the fifteenth (15<sup>th</sup>) of the month following the month in which the deductions were made, together with a written statement containing the names of employees from whom deductions were made and the amount from each.

The Union shall notify the Employer in writing of the current fees and dues, and deductions under the provisions of this Article shall only be made upon a receipt and in accord with notification.

### **7.03 TAX INFORMATION**

When Income Tax Information (T-4) slips are provided to an employee, the Employer will include the amount of Union fees and dues deducted in the previous year.



**ARTICLE 8 - NEW EMPLOYEES****8.01 NEW EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Check Off of Union Dues.

**8.02 COPY OF AGREEMENT**

On commencing employment, a copy of the Collective Agreement will be given to each new employee. As well, a list of Union Officers and Shop Stewards, as provided by the Union to the Employer, will be given to each new employee.

**ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE****9.01 COMPOSITION AND PURPOSES**

A Labour/Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall concern itself with discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement, with problems and potential problems involving the Parties, but not with grievances, and shall have the power only to make recommendations to the Union and the Employer.

**9.02 MEETINGS**

At the request of either Party, the Committee shall meet within ten (10) work days. The request shall be in writing and include a tentative and brief agenda of matters to be discussed. In the event either Party wishes to call a meeting, the meeting shall be held at a time and place fixed by mutual agreement.

**9.03 MINUTES**

Minutes of each meeting of the Committee shall be prepared and signed by an attendee from each Party as promptly as possible after the close of the meeting, and the signed copies shall immediately be sent to the Parties.

**ARTICLE 10 - LABOUR 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 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**

A Union Bargaining Committee shall be elected or appointed and consist of not more than two (2) paid District of Tofino members of the Union. The Union will advise the Employer of the Union members of the Committee. The Union President and National Representative shall be members of the Bargaining Committee.

**10.03 FUNCTION OF BARGAINING COMMITTEE**

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

**10.04 MEETING OF COMMITTEE**

In the event either Party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

**10.05 TIME OFF FOR MEETING**

Any representative of the Union or the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings held within working hours without loss of remuneration.

**ARTICLE 11 - GRIEVANCE PROCEDURE****11.01 STEPS TO SETTLE**

The employee and the immediate excluded supervisor shall first attempt to resolve any dispute informally and where the dispute is not satisfactorily resolved, the following Steps shall be followed.

**Step 1**

The aggrieved employee will submit a grievance through a Steward. The Steward shall within fourteen (14) days of the occurrence of the alleged grievance, or within fourteen (14) days of the time that the grievor should have reasonably known of the incident giving rise to the grievance, seek to settle the dispute with the employee's supervisor. The supervisor shall respond in writing, within seven (7) days of the hearing. Failing a satisfactory response at this stage, the grievance may be forwarded to the next step within a further seven (7) days.

**Step 2**

The matter will be reduced to writing and referred to a Steward or Union Officer, and the Clerk/Administrator. The written grievance shall indicate the alleged breach of the Agreement and the proposed resolution. Response to the grievance shall be in writing within seven (7) days of the hearing. Failing a satisfactory response at this stage, the grievance may be forwarded to the next step within a further seven (7) days.

**Step 3**

The Union and the appropriate committee of Council shall attempt to settle the matter. The response to the grievance shall be in writing within fourteen (14) days of the hearing. Failing a satisfactory response at this stage, the grievance may be forwarded to the next step within a further fourteen (14) days.



**ARTICLE 12 - ARBITRATION****12.01 COMPOSITION OF BOARD OF ARBITRATION**

- (a) When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing and addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter, the other party shall answer in writing and indicating the name and address of its appointee to the Arbitration Board. The two appointees shall select an impartial Chairperson.
- (b) The Board may consist of a single Arbitrator, if this is agreeable to both Parties. Failing such agreement, the matter shall be referred to an Arbitration Board consisting of two members and a Chairperson.

**12.02 FAILURE TO APPOINT**

If the party receiving the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

**12.03 BOARD PROCEDURE**

- (a) In resolving disputes, an Arbitration Board shall have regard to the real substance of the matters in dispute and the respective merits of the positions of the Parties, and shall apply principles consistent with the Labour Relations Act and not be bound by a strict legal interpretation of the issue in dispute.
- (b) The Arbitration Board shall have the power to receive and accept evidence and information on oath, affidavit, or otherwise that in its discretion it considers proper, whether or not the evidence is admissible in a court of law.
- (c) A Grievance or Arbitration shall not be deemed invalid by reason of a defect in form, a technical irregularity, or an error of procedure if it results in a denial of natural justice. An Arbitration may relieve against those defects, irregularities or errors of procedure on just and reasonable terms.

**12.04 DECISION OF THE BOARD**

The decision of the majority shall be decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all Parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify, or amend any of its provision or make any decision contrary to the provisions of the Agreement. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

**12.05 DISAGREEMENT ON DECISION**

Should the Parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

**12.06 EXPENSES OF THE BOARD**

Each party shall pay:

- (a) The fees and expenses of the Arbitrator it appoints, and
- (b) One-half of the fees and expenses of the Chairperson.

**12.07 AMENDING OF TIME LIMITS**

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the Parties.

**ARTICLE 13 - DISCIPLINE AND DISCHARGE****13.01 STEWARD IN ATTENDANCE**

An employee shall have the right to have a Steward present at any discussion with a supervisor where formal disciplinary action is to be taken. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor will so notify the employee in advance of the purpose of the interview, in order that the employee may contact a Steward to be present at the interview. It is understood that where circumstances dictate, the Employer may take disciplinary action without a Steward being in attendance.

**13.02 JUST CAUSE**

The Employer shall not discipline or dismiss an employee bound by this Agreement except for just and reasonable cause or as provided in the Article dealing with probation. Notice of suspension or dismissal shall be in writing, shall be sent promptly, and shall set forth the reasons for the action. A copy shall be sent to the Union at the same time.

**13.03 GRIEVANCE INVOLVING DISCIPLINE, DISCHARGE**

A grievance involving a matter related to discipline or discharge may be initiated at Step 2 of the Grievance Procedure.

**13.04 CROSSING OF PICKET LINES**

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line where a legal strike or a legal lockout under the *Labour Relations Code* is in effect. Failure to cross such a picket line shall not be grounds for disciplinary action, but the employee shall not be paid for the period involved.

**13.05 PERSONNEL RECORDS**

An employee has a right of access to, and review of, that employee's personnel file upon agreeing to a mutually acceptable time for such viewing, which shall be in the presence of an official of the Employer.

The Employer will not introduce as evidence in any Arbitration hearing, any disciplinary documents from the employee's personnel file, the existence of which the employee was not aware.

Any adverse disciplinary reports (not performance reports) more than twenty-four (24) months old will be removed from the employee's personnel file, on the request of the employee, if there are no further disciplinary reports in the file.

**ARTICLE 14 - SENIORITY****14.01 SENIORITY DEFINED**

Only a regular or seasonal employee shall accrue seniority. Except as otherwise provided in this Agreement, seniority is defined as the length of service in the bargaining unit as a regular or seasonal employee, and shall include service as a regular or seasonal employee with the Employer prior to certification or recognition of the Union. A probationary employee does not have seniority, but upon successful completion of probation, the seniority shall be back-dated to cover the probationary period, and any time worked as a temporary employee during the six (6) months prior to the probationary appointment. Seniority is credited upon successful completion of probation by a regular or seasonal employee. Seniority shall be applied in accordance with the terms of this Agreement, and where applied, it shall be applied on a bargaining unit wide basis.

**14.02 SENIORITY LIST**

The Employer shall maintain a Seniority List which will show the date each employee commenced accumulation of seniority. A copy of the list will be sent to the Union and posted on appropriate bulletin boards in January of each year. When two (2) or more employees have the same seniority start date, the seniority order will be determined by tossing a coin.

**14.03 LOSS OF SENIORITY**

Except as specifically provided otherwise in this Agreement, a regular employee shall accrue seniority when on leave of absence without pay only for the period of the first four months of such leave. An employee shall continue to accrue seniority if absent from work with pay; on Maternity Leave; on Parental Leave; on full-time Union Leave with the Local; on leave on a claim recognized by WCB, on leave while collecting weekly indemnity benefits, or on leave while collecting long-term disability benefits for a maximum of two (2) years or is laid off.



An employee shall lose seniority and shall no longer be an employee in the event the employee:

- (a) is discharged for just cause;
- (b) voluntarily terminates;
- (c) is absent from work without notification in excess of five (5) working days without acceptable cause to the Employer;
- (d) is on lay-off and recall rights expire;
- (e) fails to comply with the terms of the recall provisions;
- (f) assumes an excluded position beyond forty-five (45) days.

#### **14.04 APPOINTMENT OUTSIDE UNIT**

No employee shall be transferred to a position outside the bargaining unit without consent. An employee appointed to a position outside the bargaining unit, within forty-five (45) days worked of such appointment, can choose to return or can be returned to the position held in the bargaining unit. In such a case the employee's seniority as at the date of the outside appointment shall be restored. Any other employee promoted or transferred as a result of the appointment shall also be returned to their former position and any employees who may have been hired shall be terminated without notice. After forty-five (45) days, the employee's seniority is lost.

### **ARTICLE 15 - STAFFING AND STAFF CHANGES**

#### **15.01 JOB POSTINGS**

When a new position is created or a vacancy occurs for a regular or a temporary position in the bargaining unit, the Employer shall post notice of the position on appropriate bulletin boards for at least seven (7) days.

#### **15.02 INFORMATION ON POSTINGS**

Such postings will contain the following information: nature of the position, qualifications, required skills, knowledge and education, current shift, hours of work, location and wage rate or salary range.

#### **15.03 PROBATION FOR NEW EMPLOYEES**

All newly hired employees shall serve a probationary period of sixty (60) working days or six (6) calendar months, whichever comes first, to determine competency and suitability for the position and for service with the Employer. The probation period can be extended by mutual agreement of the Employer and the Union. The Employer shall provide the employee concerned and the Union with written reasons for the requested extension. Any termination shall be subject to the grievance procedure. Upon successful completion of the probationary period, the employee shall be considered an employee as defined in Article 2.

**15.04 TRIAL PERIOD**

If a regular employee is appointed to fill a different position the employee shall be given a trial period in the new position for a period of forty-five (45) working days. Conditional on satisfactory service, the employee shall be considered permanent in the new position upon completion of that trial period.

In the event the employee proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties and responsibilities of the new position, the employee shall be returned to the employee's former position. However, if the trial period results from bumping, the employee shall be laid-off. Any other employee promoted or transferred as a result of the appointment, shall also be returned to their former position, and any employee who may have been hired shall be terminated without notice.

**15.05 NOTIFICATION OF CHANGES**

The Union shall be notified in writing of all changes of staff and staffing within fourteen (14) calendar days of the change(s).

**15.06 SELECTION**

In filling job vacancies, including promotions and transfers, the position shall be filled based upon qualifications, skills, experience, and ability to perform the job. If qualifications, skills, experience, and abilities are relatively similar, then seniority shall prevail.

**ARTICLE 16 - LAYOFF AND RECALL****16.01 DEFINITION OF LAYOFF**

A Lay-off is a temporary or indefinite and involuntary

- (a) separation of an employee from employment, or
- (b) reduction of hours of work of a regular employee, or
- (c) declaration of an employee's position as redundant.

**16.02 ROLE OF SENIORITY ON LAYOFF**

In the event of layoffs, such layoffs shall be in reverse order of seniority, provided the persons involved have sufficient skills, knowledge, and abilities to do the job.

**16.03 BUMPING**

Subject to skills, knowledge, and ability to perform the job, the Employer agrees that in the event of a lay-off, a regular employee laid-off shall have the opportunity of bumping any other employee with less seniority. If the person bumped is a regular employee, that employee shall be given notice of layoff, or pay in lieu and shall in turn be given their bumping rights.

A regular employee who wishes to bump any other employee shall advise the Employer of this decision within five (5) days of receipt of notice of lay-off.

An employee who bumps shall serve the trial period as provided elsewhere in this Collective Agreement.

**16.04 RECALL RIGHTS**

A regular employee who bumps or who goes on lay-off shall have recall-to-employment rights for twelve (12) months from the effective date of the lay-off. An employee who is recalled permanently shall lose recall rights if the employee fails to return to work on the date specified, or ten (10) working days after the notice is given if the date of return to work is within ten (10) days of the date of notice to return. An offer by the Employer of an appointment to casual/relief work or temporary work does not affect the recall rights of the employee on lay-off, whether the offer is accepted or not.

Regular employees on lay-off shall be given first opportunity to perform any available work. Casual/Relief or Temporary employees shall not be hired while Regular employees are on recall.

**16.05 RECALL PROCEDURE**

Employees who have bumped or who are on lay-off, and who have recall rights, shall be recalled to the position from which they bumped or were laid-off in the order of seniority, provided the persons involved have the skills, knowledge, and abilities to do the jobs.

Notice of recall shall be made by telephone, or if unsuccessful, by registered mail to the last mailing address of the employee known to the Employer. It is the responsibility of the employee with recall rights to keep the Employer informed in writing of the employee's current address and telephone number.

**16.06 ADVANCE NOTICE OF LAYOFF**

Except as otherwise provided in this Agreement, regular employees shall be given fourteen (14) days notice of layoff or pay in lieu of notice, except when the layoff is in emergent circumstances.

**16.07 GRIEVANCES**

A grievance related to the matter of layoff, recall or bumping shall be initiated at Step 2 of the Grievance Procedure.



**ARTICLE 17 - HOURS AND DAYS OF WORK****17.01 REGULAR WORK WEEK**

The regular full-time work week shall consist of forty (40) hours over five (5) consecutive days, Monday to Friday inclusive.

**17.02 REGULAR WORK DAY**

The regular full-time work day for employees shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 7:00 p.m. with one (1) hour for lunch. The shift shall normally be from 7:30 a.m. to 4:30 p.m. for outside workers and from 8:00 a.m. to 5:00 p.m. for inside workers. The start time may be changed:

- (a) by mutual agreement of the Employer and the Employee; or
- (b) with fourteen (14) hours notice, and if such notice is not given the hours worked until the 14 hours notice period has expired will be paid at time and one-half (1½x).

An employee required to be available for work during a meal break shall have the time considered as part of the employee's regular shift.

Shifts may be split by mutual agreement of the Parties.

**17.03 REST BREAKS**

Each full-time employee shall be allowed one (1) fifteen (15) minute paid rest break period at the worksite in each half of the full shift.

An employee working less than a full shift shall have one (1) paid rest period during each continuous three and one-half (3.5) or four (4) hours of regular working time.

**17.04 FLEXIBLE SCHEDULES**

Flexible working schedules deviating from those specified in this Article, including job sharing, may be established to meet the unique circumstances of different functions or groups with the mutual agreement of the Union and the Employer. Alternate working schedules including compressed work week may be implemented with mutual agreement between the Union and the Employer.

The Employer will provide reasons for decisions made under this clause.

**17.05 VARIANCE IN WORKING TIMES**

The District may continue to establish and operate schedules of working hours, other than provided above, provided that such schedules do not exceed eight (8) hours per day and five (5) days per week. Such schedules will be established by mutual agreement between the Union and the Employer.

**17.06 CONTINUOUS OPERATIONS**

A regular work week and work day for the following classified employees shall be as follows:

**Janitor/Labourer**

The regular full-time work day shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 7:00 p.m., with one (1) hour for lunch. This position may work a flexible work week of forty (40) hours including weekends. The Employer will preserve the current practice of scheduling a minimum of one (1) regular full-time Janitor/Labourer from Monday to Friday.

**Recreation Programmer 1****Recreation Programmer 2****Cultural and Events Programmer**

These positions may work a flexible thirty-seven and one-half (37.5) hour work week including evenings and weekends, with two consecutive days off. This will be a flexible working schedule based on scheduled programming. Work schedules will be mutually agreed to in advance and will be between the hours of 6:00 a.m. and 10:00 p.m.

**Bylaw Enforcement Officer**

- (a) The regular full-time workday for a full-time position shall be either eight (8) or ten (10) consecutive hours of work, with one (1) hour for lunch:
- which can be scheduled between 6:00 a.m. and 9:00 p.m. from Sunday through Saturday, September 15<sup>th</sup> through May 15<sup>th</sup>.
  - and between 6:00 a.m. and 9:00 p.m. from Sunday through Thursday, May 16 to September 14<sup>th</sup>.
  - and between 6:00 a.m. and 1:00 a.m. on Friday and Saturday (Sundays on long weekends), May 16<sup>th</sup> to September 14<sup>th</sup>.
  - the regular full-time work week for a full-time position shall be forty (40) hours with at least two (2) consecutive days off.
  - any regularly scheduled hours worked between midnight and 6:00 a.m. shall be paid \$0.50 per hour shift premium.
- (b) The regular full-time workday for a seasonal position shall be either eight (8) or ten (10) consecutive hours of work, which can be scheduled between 6:00 a.m. and 1:00 a.m., exclusive of meal breaks, Sunday through Saturday. Any regularly scheduled hours worked between midnight and 6:00 a.m. shall be paid \$0.50 per hour shift premium.

**ARTICLE 18 - OVERTIME****18.01 OVERTIME DEFINED**

Overtime is defined as all time worked in excess of the normal full-time day or normal full-time week, in accord with the Article "Hours of Work." Normally, overtime must be authorized by the Employer in advance.

**18.02 TIME AND ONE-HALF**

Time and one-half (1.5x) shall be paid for all work performed by employees in excess of the normal full-time day established by this Agreement.

**18.03 DOUBLE TIME**

Double time shall be paid for work as follows:

- (a) all overtime work performed on Sundays not included in a regularly scheduled work week;
- (b) all work performed in excess of three (3) hours overtime in any working day;
- (c) all overtime performed on a second day of rest in a regular scheduled work week.

**18.04 OVERTIME MEAL ALLOWANCE**

An employee required to work more than two (2) hours of overtime at the end of a regular shift shall receive a meal allowance as per District Policy.

**18.05 ACCUMULATED OVERTIME**

An employee who works overtime may choose to be paid, or when submitting the overtime pay slip may request compensatory time off equivalent to the overtime pay. An employee will be allowed to accumulate up to a maximum of forty (40) hours from January 1<sup>st</sup> to June 30<sup>th</sup> and a maximum of forty (40) hours from July 1<sup>st</sup> to December 31<sup>st</sup> of that year. Any accumulated overtime not taken by June 30<sup>th</sup> and by December 31<sup>st</sup> will be paid out at the rate earned.

Accumulated time off may be scheduled at any time mutually convenient to the employee and the Employer.

**18.06 OVERTIME**

When overtime is worked, it shall be assigned on the following basis:

- (a) Overtime that is contiguous with a regularly scheduled straight time shift shall be assigned to the employees who did the work on such shift, or who are scheduled to do the work in question on such shift, as applicable.
- (b) Other overtime (i.e. overtime that is not covered by subsection (a) above) shall be assigned to employees within the department, on the basis of seniority, provided that any employee being assigned overtime under this subsection (b) must be readily available and have the qualifications, skill, and ability to immediately perform the work in question.

- (c) The Union will provide an updated seniority list with one (1) phone number per employee to be used in the application of this overtime provision. Such list shall be updated, in whole, as necessary by the Union.

## **ARTICLE 19 - GENERAL HOLIDAYS**

### **19.01 DAYS LISTED**

All regular and seasonal employees (while working) shall receive the following General Holidays:

New Years Day	Canada Day	Thanksgiving
Family Day	BC Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Easter Monday	National Day for Truth and Reconciliation	Boxing Day
Victoria Day		

and any other day declared or proclaimed as a general holiday by the Federal, Provincial, or Municipal government.

### **19.02 ENTITLEMENT**

- (a) Where such days are the regular or seasonal employee's normal days of rest or normal days without assignment, the employee shall be entitled to be paid for the General Holiday by receiving a day off in lieu with pay. This shall be on the day determined by mutual agreement between the employee and Employer, and taken off within thirty (30) days of the General Holiday.
- (b) Temporary, Casual/Relief and Incentive and Term Program Employees shall be paid five decimal two percent (5.2%) of their gross salary on each pay in lieu of the General Holidays.

### **19.03 PAY WHEN WORKING**

If the entitled employee works on the General Holiday, the entitled employee shall be given another day off in lieu with pay. As well, the entitled employee shall be paid for hours worked on the General Holiday at the rate of one and one-half (1.5x) times the employee's basic rate, unless it falls on the employee's second day of rest when the employee will be paid double (2x) time.

### **19.04 CHRISTMAS CLOSURE**

The operations of the Employer may be closed for up to two (2) weeks during Christmas. If this is done each employee may elect to use banked overtime, vacation time, take time off without pay, or may work if the Employer consents.



**19.05 CALCULATION OF PAY**

When calculating the pay for an employee entitled to the General Holiday with pay, the calculation of the number of hours to be paid for the day will be determined by the following:

Regular full-time employee	The normal daily pay
All other employees	The number of regular hours paid in the preceding pay immediate period divided by ten (10).

**ARTICLE 20 - VACATION LEAVE****20.01 DEFINITION OF VACATION YEAR**

The vacation year is from January 1<sup>st</sup> to December 31<sup>st</sup> of the year.

**20.02 VACATION LEAVE ENTITLEMENT – REGULAR EMPLOYEES**

A regular employee shall earn annual vacation leave each year, which shall be taken with pay as provided later in this Article, in the year in which the vacation is being earned.

<u>Vacation Year in which Earned</u>	<u>Entitled with Pay in Vacation Year</u>
During the 1 <sup>st</sup> vacation year	10 days
During the 2 <sup>nd</sup> to 6 <sup>th</sup> vacation year, each	15 days
During the 7 <sup>th</sup> to 11 <sup>th</sup> vacation year, each	20 days
During the 12 <sup>th</sup> to 18 <sup>th</sup> vacation year, each	25 days
During the 19 <sup>th</sup> year	30 days

One (1) additional day for each year thereafter.

A regular part-time employee is entitled to earn and take annual vacation leave on a *pro rata* basis in accord with the above.

The annual vacation leave earned in any full year, pursuant to the schedule above, shall be reduced by one-twelfth (1/12) for each month in which the employee is not paid for at least ten (10) days by the Employer. Days paid by the Employer, where the Employer is reimbursed by the Union, shall be considered as days on which the employee has been paid.

**20.03 BANKING OF VACATION CREDITS**

Upon written request, an employee (except one who is in the first annual vacation year) can bank up to fifteen (15) days of the entitled annual vacation leave in a vacation year and shall use this leave in the following vacation year.

**20.04 STATUTORY HOLIDAY DURING VACATION**

If a statutory holiday falls on or is observed during an employee's vacation period, and the employee is entitled to it, the statutory holiday shall count as a statutory holiday and not as a day of vacation.

**20.05 TIME LOST WHILE ON WORKERS' COMPENSATION**

Any time lost while the employee is receiving Workers' Compensation benefits as the result of an accident while in the employ of the Employer, shall be included as though they were days worked by the employee for the purpose of calculating the employee's "Vacation Year in Which Earned."

**20.06 VACATION PAY ON SEPARATION**

On separation from employment with the District, the employee will be paid for any vacation time to which the employee is entitled, and which has not been taken, and conversely, should any employee, on separation from the Employer, have taken vacation prior to it being earned, the amount of vacation pay that was overpaid, will be deducted from the employee's final cheque.

**20.07 VACATION LEAVE SCHEDULES**

Vacations shall be taken during the year in which earned, and except as otherwise provided in this Article, may not be carried over into the following year.

An employee shall not be entitled to take vacation time during the employee's probationary period.

Vacations shall be taken at one time if so desired by the employee, or in minimum blocks of five (5) days, unless entitlement remaining is less than five (5) days or an exception has been requested and approved. Such requests shall not be unreasonably denied.

If a choice of vacation times for the vacation schedule must be made between two (2) or more employees, seniority shall govern, but only once per annum.

Vacations not included in the vacation schedule shall be taken at such times mutually agreed by the Employer and employee.

Employees shall submit requests for vacation to management for scheduling prior to March 31<sup>st</sup> of each year. Seniority priority will be lost if not submitted by that date. The Employer shall notify employees by the end of the 2<sup>nd</sup> week of April regarding approval of such requests. Should the request be refused, it shall be for just cause.

Vacation requested after March 31<sup>st</sup> shall be on a first come first serve basis. The Employer will respond to the vacation request relevant to the time requested but no later than two (2) weeks following the request.

**20.08 ANNUAL VACATION PAY – REGULAR EMPLOYEES**

An employee shall continue to be paid on normal pay days while on vacation, or on the day before commencing vacation if the employee so requests at least five (5) office days prior. Any vacation time taken, not yet earned, shall be recoverable advance, and any adjustment required shall be made at the end of the employee's vacation year.

**20.09 VACATION PAY – CASUALS AND TEMPORARIES**

A casual, temporary, incentive or term program employee shall be paid vacation pay of four percent (4%) on each paycheck during the first five (5) years of employment and six percent (6%) thereafter.

**20.10 ILLNESS DURING VACATION LEAVE**

An employee on vacation leave who is ill, may have such days restored to vacation leave credit and take them at another mutually agreed time, provided sick leave credits are available and used. Proof will be required in the form of a certificate from a medical practitioner stating the employee would have been unable to work as a result of the illness or non-compensable accident.

**ARTICLE 21 - SICK LEAVE****21.01 SICK LEAVE DEFINED**

Sick Leave shall be defined as leave of absence without loss of pay granted by the Employer to a regular employee who normally works seventeen and one-half (17.5) hours per week or more and who is unable to work because of illness or non-compensatory accident. The Employer may request a certificate from a qualified medical practitioner confirming inability to work because of illness or accident or disability; and/or fitness to return to work. As an alternative to requiring this medical certificate, the Employer may require an employee to swear a sick leave declaration certifying that they were unable to attend work as a result of the illness or disability.

**21.02 SICK LEAVE AMOUNT, ADVANCE**

- (a) A regular or seasonal employee who normally works seventeen and one-half (17.5) hours per week or more and who is in receipt of pay throughout a calendar year shall receive sick leave without loss of pay for up to fourteen (14) days in that calendar year. Such an employee who is in receipt of pay for less than a full calendar year shall receive such leave without loss of pay to a maximum number of days based on one day of leave for each calendar month. The days of leave without loss of pay for a calendar year may be advanced (recoverable) to an employee.
- (b) The fourteen (14) day accrual shall be distributed at the end of the calendar year as follows: Any unused sick leave will be applied to the employee's personal sick bank; to a maximum of two hundred (200) working days.

- (c) Employees will be allowed to use their personal sick bank at their discretion to top up short term disability benefits to one hundred percent (100%) of regular wages.

**21.03 AMOUNT OF SICK LEAVE**

An employee shall be advised, upon application, of the amount of sick leave available.

**21.04 ILLNESS IN FAMILY (REGULAR EMPLOYEE)**

Provided the necessary sick leave credits are available, a regular employee will be granted leave without loss of pay charged to sick leave credits, to attend to urgent matters arising when a member of the employee's family is ill.

**21.05 PREVENTATIVE MEDICAL LEAVE (REGULAR EMPLOYEES)**

An employee is entitled to use sick leave for personal medical, health, and dental care that cannot be scheduled outside of normal working hours. Such leave shall be limited to four (4) hours of sick leave per appointment.

The Parties agree that in the cases of prenatal care and specialist appointments or medical services not available within the District of Tofino, an employee will be entitled to use up to one (1) sick day per appointment.

An employee shall provide the Employer with at least five (5) days notice where possible.

**21.06 NOTIFICATION TO EMPLOYER**

An employee unable to work for reasons outlined in this Article (or the employee's designate, who identifies, if not reasonable for the employee to do so personally) shall notify the employee's immediate supervisor as soon as possible, normally not later than the employee's shift start time.

**ARTICLE 22 - LEAVE OF ABSENCE****22.01 UNION BUSINESS LEAVE – GRIEVANCES, MEETINGS WITH EMPLOYER**

A Steward or Union Officer who investigates and/or attempts to settle grievances, including attendance at grievance meetings with the Employer, when it is necessary to be away from the job, may do so without loss of pay. In such cases, the permission from the immediate excluded supervisor for time off must first be obtained. Such permission shall not be denied except for *bona fide* operational requirements.

The Employer agrees to grant time off without loss of pay to employees representing the Union to attend joint committee meetings with representatives of the Employer, or to attend other meetings with the Employer at the request of the Employer.



**22.02 UNION BUSINESS LEAVE – UNION FUNCTIONS**

An employee elected or appointed to represent the Union at Union functions, shall be granted leave of absence, without pay. Up to two (2) employees may be granted such leave at one time. At least two (2) weeks' notice must be given, in writing, and leave will be granted, provided it does not unduly interfere with the Employer's operations.

**22.03 FULL-TIME UNION POSITIONS OR PUBLIC DUTIES**

An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence, without pay and without benefits, for a period up to one (1) year. Such leave may be renewed on request during the period of leave. Except as provided in the section "Loss of Seniority" in the Article "Seniority," the employee shall not accrue seniority during such leave.

**22.04 UNION BUSINESS LEAVE – ADMINISTERING LEAVE WITHOUT PAY**

An employee granted "Union Business Leave" without pay, pursuant to this Article, shall continue to receive payment from the Employer as if the employee was not on leave. Upon receiving an invoice, the Union shall reimburse the Employer for the employee's total wages and benefits for the leave period.

**22.05 BEREAVEMENT LEAVE**

An employee shall be granted leave of absence without loss of pay for the appropriate number of work days to provide the employee with up to seven (7) days, at the time of death or funeral, or immediately upon learning of the death, in the case of death of a spouse, parent, step-parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, child, step-child, child-in-law, grandparent, grandchild. Bereavement leave may be taken in two (2) separate blocks but in no case shall the leave exceed seven (7) days in total.

Where the bereavement occurs outside the province, and the employee travels to and from the funeral, such leave shall also include reasonable travel time, up to an additional two (2) days of leave without pay.

In the event of death of an employee's aunt or uncle, the employee shall be entitled to a maximum of three (3) days bereavement leave with pay.

**22.06 MATERNITY AND PARENTAL LEAVE (REGULAR AND TEMPORARY EMPLOYEES)****Maternity Leave**

- (1) A pregnant employee who requests leave under this subsection is entitled to up to seventeen (17) consecutive weeks of unpaid leave, which must be taken during the period that begins:
  - (a) no earlier than thirteen (13) weeks before the expected birth date, and
  - (b) no later than the actual birth date, and
  - (c) ends no later than seventeen (17) weeks after the leave begins.

- (1.1) An employee who requests leave under this subsection after giving birth to a child is entitled to up to seventeen (17) consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than seventeen (17) weeks after that date.
- (2) An employee who requests leave under this subsection after the termination of the employee's pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than six (6) weeks after that date.
- (3) An employee who requests leave under this subsection is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends under subsection (1), (1.1) or (2).
- (4) A request for leave must:
  - (a) Be given in writing to the Employer,
  - (b) If the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave, and
  - (c) If required by the Employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- (5) If an employee on leave under subsection (1) or (1.1) proposes to return to work earlier than six (6) weeks after giving birth to the child, the Employer may require the employee to give the Employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

#### **Parental Leave**

- (1) An employee who requests leave under paragraph (a), (b), or (d) of this subsection is entitled to,
  - (a) For a parent who takes leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave, which must begin, unless the Employer and the employee agree otherwise, immediately after the end of the leave taken under section 50,
  - (b) For a parent, other than an adopting parent who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the birth of the child or children,

- (c) [Repealed 2011-25-327(c).]
  - (d) For an adopting parent, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the child or children are placed with the parent.
- (2) If the child has a physical, psychological, or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- (3) A request for leave must:
- (a) Be given in writing to the Employer,
  - (b) If the request is for leave under subsection (1) (a) or (b), be given to the Employer at least four (4) weeks before the employee proposes to begin leave, and
  - (c) If required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under section 50 and this section is limited to seventy-eight (78) weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

#### **22.07 BIRTH AND ADOPTION (REGULAR EMPLOYEES)**

A regular employee shall be granted one (1) day of leave of absence, without loss of pay, to attend to parental responsibilities at the time of the birth of a child of the employee, or the time of arrival in the case of adoption.

#### **22.08 JURY DUTY, COURT WITNESS (REGULAR AND TEMPORARY EMPLOYEES)**

The Employer shall grant leave of absence to an employee, if the employee is not personally involved in the case, who is required by *subpoena* to serve as juror or witness in any court. The Employer shall pay such an employee the difference between normal earnings (excluding differentials and premiums) and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee shall provide the Employer with proof of service and the amount received.

Time spent by an employee, in their capacity as an employee, required to appear before any government body, or who is *subpoenaed* or is required to serve as a court witness in any matter arising out of their employment, shall be considered as time worked at the appropriate rate of pay.



**22.09 GENERAL LEAVE**

The Employer may grant leave of absence without pay or without loss of pay, without benefits or without loss of benefits, to any employee requesting such leave for good and sufficient reason, acceptable to the Employer. Requests for such leave shall be made in writing.

**22.10 EDUCATION LEAVE**

If an employee attends education or upgrading courses related to employment at the request of the Employer or recertifies requirements of their position such as, tickets, licenses, continuing education units (CEU's) and certifications, the Employer shall cover fees and costs incurred on a pre-approved basis, and the employee shall suffer no loss of pay. Employees requested to take designated courses and/or examinations shall receive travel expenses (transportation, food, and lodging) in accordance with the section "Per Diem Rates" in Article 28.10.

If the employee attends a course or takes an examination, not requested by the Employer under the previous paragraph, with the advance approval of the Employer, the Employer may reimburse the employee for some or all fees and expenses and may grant leave of absence without pay or without loss of pay.

Employees shall not be reimbursed for Home Study time. Only time and costs related to attendance in class will be funded.

**ARTICLE 23 - PAYMENT OF WAGES****23.01 SCHEDULES OF RATES, PAY DAYS**

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule A, attached hereto, and forming part of this Agreement.

On each pay day each employee will be provided with an itemized statement of wages, overtime worked, deductions, etc. The pay shall also be deposited directly into a financial institution of the employee's choice.

The regular pay day can be up to one week from the end of the two-week pay period.

**23.02 ACTING TEMPORARY CAPACITY**

When an employee is required by the Employer to temporarily perform the principal duties of any higher rated position, the employee shall be paid for the time worked in the position as if promoted to it. If the temporary assignment is to a position in a lower classification, the employee will continue to be paid at the employee's regular rate.

The Employer will offer acting temporary capacity on a rotational basis.



When either the Utilities Foreperson or Labourer Foreperson is required to assume responsibility for both the Utilities and Labourer groups, they will receive a premium of \$2.50 per hour worked.

### **23.03 DIRT PREMIUM PAY**

Employees shall receive an additional two dollars (\$2.00) per hour when working with raw sewage or biohazards.

### **23.04 EXHUMATION**

An employee assigned to exhume a body or body remains at cemeteries shall be paid at two (2x) times the employee's regular rate of pay for the time involved. The employee may refuse such an assignment.

### **23.05 ON CALL**

When an employee is specifically assigned to be "on call," that is immediately available by telephone contact, radio, or paging device, and available to work, the employee shall be paid:

- (a) Two (2) hours pay at a rate equal to the Utilities Worker II rate, or the employee's basic rate, whichever is greater, for each period "on call" of up to fifteen and one-half (15.5) hours (i.e., from 4:00 p.m. to 7:30 a.m.) and
- (b) Three (3) hours pay at a rate equal to the Utilities Worker II rate, or the employee's basic rate, whichever is greater, for each period "on call" of up to fifteen and one-half (15.5) hours and up to twenty-four (24) hours.
- (c) When an "on-call" employee is required to work, they shall be paid at a minimum of four (4) hours pay at the employee's regular basic rate of pay, or for the actual time worked at the applicable overtime rates as per Article 18 Overtime, whichever is greater.

### **23.06 CALL OUT PAY**

An employee who is called out to work outside that employee's regular working hours, without previous notice, shall be paid four (4) hours pay at the employee's regular basic rate of pay, or for the actual time worked at applicable overtime rates, whichever is greater.

### **23.07 RATE OF PAY ON PROMOTION, TRANSFER, DEMOTION**

An employee who is promoted (i.e., moved to a position in a higher pay classification) shall be placed on the first step of the higher scale that results in a salary increase.

An employee who is transferred (i.e., moves to a position in another classification at the same pay scale) shall not change pay rate.

An employee who is demoted (i.e., moves to a position in a lower pay classification) shall be placed on the step of the new scale that results in the smallest salary decrease.

#### **23.08 PROBATIONARY EMPLOYEE RATE OF PAY**

A probationary employee shall be paid ninety percent (90%) of the hourly rate of pay of the position. At the completion of the probationary period the employee shall be paid the full hourly rate.

This probationary rate of pay clause does not apply to incentive and Term Program Employees as defined in Article 2.07.

### **ARTICLE 24 - JOBS AND RECLASSIFICATION**

#### **24.01 PREPARATION OF JOB DESCRIPTIONS**

The Employer shall prepare Job Descriptions for each job in Schedule A. A copy of each of the Descriptions and any changes made thereto from time to time, shall be provided to the Union.

#### **24.02 REDUCTION OF JOBS**

In the event of reduction of jobs, an employee so affected shall have the opportunity to bump in accordance with Article 16.03.

#### **24.03 NEW JOBS AND RECLASSIFICATION**

When the duties of any job are materially changed, or where the Union and/or employee feels the employee is incorrectly classified, or when a new job is created, the rate of pay shall be reviewed and be subject to negotiation between the Employer and the Union. If the Parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to Grievance and Arbitration (using a single Arbitrator). The new rate shall become retroactive to the time the new position was first filled, or in the case of a revised job, to the date upon which the material change occurred.

### **ARTICLE 25 - EMPLOYEE BENEFITS**

#### **25.01 GENERAL**

All benefits plans coverage's, terms, conditions, and specific eligibility requirements shall be governed by the actual terms and conditions of the benefits plans. Any descriptions in this Agreement are provided for the purpose of general information.

The level of benefits as provided in the Plans in this Article shall not be reduced during the term of the Agreement without the written agreement of the Parties.

Temporary, Casual/Relief, Incentive and Term Program employees, or employees working less than seventeen and one-half (17.5) hours per week shall receive six percent (6%) in lieu of the benefits in this Article.

**25.02 MEDICAL PLAN**Medical Services Plan of BC

Coverage is provided for regular, seasonal, and probationary employees who work seventeen and one-half (17.5) hours per week or more.

Employer pays one hundred percent (100%) of premiums.

Coverage begins at the beginning of the month following employment.

Participation is voluntary.

**25.03 EXTENDED HEALTH INSURANCE**

Plan covers one hundred percent (100%) of eligible expenses after a deduction of twenty-five dollars (\$25.00) per year.

Lifetime reimbursement of five hundred thousand dollars (\$500,000.00) per insured person.

Coverage is provided for regular and seasonal employees who work seventeen and one-half (17.5) hours per week or more.

Employer pays one hundred percent (100%) of premiums.

Coverage to include vision care options with a maximum of four hundred eighty dollars (\$480.00) every twenty-four (24) months. Four hundred dollars (\$400.00) for vision and eighty dollars (\$80.00) for the cost of eye examinations.

Coverage begins at the beginning of the month following the month in which the employee successfully completes probation.

Participation is a condition of employment (if not covered elsewhere).

Bluenet is included in the Extended Health Insurance Plan.

The Extended Health Benefit Plan shall include combined para medicals to a maximum of two thousand, four hundred dollars (\$2,400.00) annually.

**25.04 GROUP LIFE INSURANCE AND AD&D PLANS**

Plan provides life insurance coverage of two times (2x) annual salary, rounded to the next multiple of one thousand dollars (\$1,000.00) to a maximum of two hundred and fifty thousand dollars (\$250,000.00), with amounts over two hundred thousand dollars (\$200,000.00) requiring evidence of employee's good health.

Plan provides AD&D coverage in amount equal to life insurance.

Coverage is provided for regular employees who work seventeen and one-half (17.5) hours per week or more.

Employer pays one hundred percent (100%) of premiums.

Coverage begins at the beginning of the month following the month in which the employee successfully completes probation.

Participation is a condition of employment.

**25.05 DENTAL INSURANCE PLAN**

Covers Plan A – one hundred percent (100%) of basic services (including white fillings)

Covers Plan B – fifty percent (50%) of major treatment (i.e., crowns, bridges, dentures)

Covers Plan C – fifty percent (50%) of orthodontic services up to a maximum reimbursement of twenty-five hundred dollars (\$2,500.00) lifetime maximum per each insured child.

Coverage is provided for regular employees who work seventeen and one-half (17.5) hours per week or more.

Employer pays one hundred percent (100%) of premiums.

Coverage begins at the beginning of the month following the month in which the employee successfully completes probation.

Participation is a condition of employment.

**25.06 WEEKLY INDEMNITY PLAN**

Plan has benefit formula of eighty percent (80%) of weekly earnings, to a maximum of one thousand dollars (\$1,000.00) per week.

Plan has waiting period of three (3) days in case of sickness, and no waiting period in case of hospitalization or accident.

Plan has benefit period of seventeen (17) weeks.

Coverage is provided for regular employees who work seventeen and one-half (17.5) hours per week or more.

Employer pays one hundred percent (100%) of premiums.

Coverage begins at the beginning of the month following the month in which the employee successfully completes probation.

Participation is a condition of employment.

**25.07 LONG TERM DISABILITY PLAN**

Plan has benefit formula of sixty percent (60%) of weekly earnings, to a maximum of three thousand dollars (\$3,000.00) per month.

Plan has elimination period of one hundred and nineteen (119) days.

Coverage is provided for regular employees who work seventeen and one-half (17.5) hours per week or more.

Employer pays one hundred percent (100%) of premiums.

Coverage begins at the beginning of the month following the month in which the employee successfully completes probation.

Participation is a condition of employment.



**25.08 PENSION**

The Employer and all eligible employees, as defined by the Plan shall be covered by the terms of the Municipal Pension Plan rules made under the Municipal Pension Plan Trust Agreement pursuant to the authority of the Public Sector Pension Plans Act.

**25.09 E.I. REBATE**

Any amount payable to an employee as the result of a rebate of E.I. premiums shall be applied to help meet the costs of the Employer's share of premiums for benefits in this Article.

**ARTICLE 26 - HEALTH AND SAFETY****26.01 JOINT SAFETY COMMITTEE**

A Joint Safety Committee will be established to carry out the functions outlined in the Regulations as prescribed by the Workers' Compensation Board. This Committee will be composed of two (2) representatives of the Employer and two (2) employees from the bargaining unit selected by the Union.

**26.02 PROTECTIVE CLOTHES/EQUIPMENT**

- (a) (i) The Employer will make available coveralls, rain gear, and steel-toed waterproof boots to be used by regular employees who require them, and which will be replaced when the Superintendent so determines.
- (ii) The Employer will provide separate and distinct protective clothing/equipment for working in sewer(s).
- (b) Each regular employee who is required to wear safety boots on the job to meet WSBC requirements, will be reimbursed by the Employer for the price paid for a pair of CSA safety boots. Such reimbursement will be for one (1) pair of safety boots every year to a maximum of two hundred and fifty dollars (\$250.00).
- (c) The Employer shall provide all employees working in hazardous jobs with all the necessary tools and protective equipment required.

**26.03 HEPATITIS A/B SHOTS**

Any employee who may be required to work on or in sewers or with raw sewage, shall have a Hepatitis 'A/B' shot without cost to the employee. Any other employee working in a Hepatitis hazardous area shall be eligible for such a shot, without cost, at the employee's option.

**ARTICLE 27 - ADJUSTMENT PLANS****27.01 GENERAL**

The Parties agree to be bound by the provisions of section 54 of the *Labour Relations Code*.

If the proposed change affects the terms, conditions, or security of employment of in excess of one employee, notice of sixty (60) days will be given to the Union.

## **ARTICLE 28 - GENERAL**

### **28.01 BULLETIN BOARDS**

The Employer will provide bulletin boards which will be placed so that all employees have reasonable access. The Union shall have the right to post notices of meetings, social events, business affairs and educational events of the Union.

### **28.02 REPRODUCING AGREEMENT**

The Employer shall be responsible for preparing the Agreement for reproduction. A copy of the Agreement shall be distributed to each employee as soon as practicable following the signing of the Agreement. The Employer and the Union shall share equally the costs of reproducing this Agreement.

### **28.03 SINGULAR/PLURAL; FEMININE/MASCULINE**

Whenever the singular, plural, masculine or feminine has been used in this Agreement, to the extent as is appropriate in the context, the plural, singular, feminine or masculine shall be applicable.

### **28.04 TOOLS**

An employee, except a journeyman employed as such, shall not be required to supply or use the employee's own personal tools in the performance of work for the Employer.

### **28.05 NO STRIKES/LOCKOUTS**

There shall be no strikes or lockouts so long as this Agreement continues to operate.

### **28.06 NO CONTRACTING OUT**

The Employer agrees that all work or services performed by the employees shall not be contracted, sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person or non-unit employee if it would result in the layoff of any permanent employee, or failure to recall those employees on layoff who are able to perform the work.

### **28.07 INDEMNIFICATION**

District of Tofino Officer, Employees and Indemnification Bylaw No. 1235, 2017 adopted and effective on December 14, 2017 shall apply.

### **28.08 COPIES OF COUNCIL AGENDAS, MINUTES**

A copy of the Agenda (outline) for public meetings of the District Council will be sent to the Local's Shop Steward when sent to members of Council. A copy of the Minutes of public meetings of the District Council shall be sent to the Local's Shop Steward following adoption.

**28.09 VEHICLE ALLOWANCE(S)**

An employee shall not be required to use a personal vehicle for the Employer's business. If an employee consents to use their personal vehicle at the request of the Employer, the employee shall be reimbursed as follows:

- (a) Fifty cents (\$0.50) per kilometre or the kilometre rate as per District Policy, whichever is greater.
- (b) Amounts as agreed to in writing, with a copy to the Union, between the Employer and the employee to cover additional insurance costs and monthly to cover operating and fixed costs.
- (c) **Accident Reimbursement**  
The District agrees to reimburse an employee who is required to use their own vehicle for District business and whose vehicle is rated for pleasure use, or driving to work, for any premium increase assessed by the ICBC or any other vehicle insurance carrier as the result of an accident during such business use, provided that the driving of the employee does not constitute:
  - (i) gross negligence, or
  - (ii) a breach of the employee's insurance coverage.
- (d) **Vandalism to Employee's Vehicles**  
Employees covered by this Agreement shall be reimbursed up to two hundred dollars (\$200.00) of the deductible on the employee's insurance for vandalism damage to their vehicles which may occur at the workplace.

The District will also reimburse up to two hundred dollars (\$200.00) of their deductible in cases of vehicle accidents while using the vehicle on District authorized business.

Proof of insurance and original receipts are required.

**28.10 PER DIEM RATES**

An employee required to be away from home in the performance of duties, including attendance at meetings, seminars, lectures, etc., shall be reimbursed for all accommodation and reasonable out-of-pocket expenses, upon production of receipts; and for meals in accord with the amounts in the schedule of reimbursement of expenses of Councillors, as determined by Council from time to time.

**ARTICLE 29 - TERM OF AGREEMENT****29.01 DURATION AND NOTICE**

This Agreement shall be binding and remain in effect from June 1, 2020 to May 31, 2024. It shall not terminate, but continue in effect from year to year thereafter, unless either Party, at any time within four (4) months immediately preceding the expiry of this Agreement, by written notice, requires the other Party to commence collective bargaining.

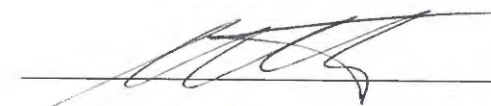


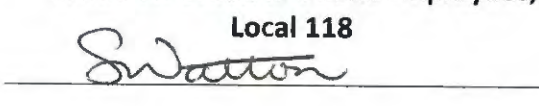

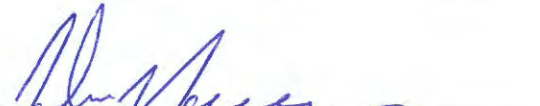
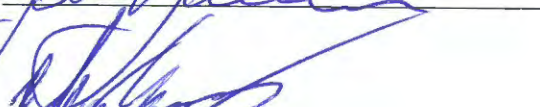

**29.02 CHANGES TO AGREEMENT**

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

**29.03 SECTION 50(2) AND 50(3) EXCLUDED**

The Parties agree that the operation of Sections 50(2) and 50(3) of the *Labour Relations Code* is hereby specifically excluded.

Signed this 6<sup>th</sup> day of December, 2022.

**District of Tofino**  
  
cf **Canadian Union of Public Employees,  
Local 118**  
  
  
  




**SCHEDULE A****WAGES**

<b>Classification</b>	<b>01-Mar-19</b>	<b>01-Jun-20</b>	<b>01-Jun-21</b>	<b>01-Jun-22</b>	<b>01-Jun-23</b>
<b>Wage Increase</b>	<b>3.00%</b>	<b>\$0.60</b>	<b>\$0.80</b>	<b>\$0.90</b>	<b>\$1.00</b>
<b>Type of Increase</b>	<b>%</b>	<b>Per Hour</b>	<b>Per Hour</b>	<b>Per Hour</b>	<b>Per Hour</b>
Accounting Clerk I	\$29.56	\$30.16	\$30.96	\$31.86	\$32.86
Accounting Clerk II	\$32.05	\$32.65	\$33.45	\$34.35	\$35.35
Asset Management Coordinator	-	-	-	\$38.90	\$39.90
Asset Management Technician	-	-	-	\$36.90	\$37.90
Asst. Superintendent & Equip. Operator	\$35.32	\$35.92	\$36.72	\$37.62	\$38.62
Building Inspector	\$40.99	\$41.59	\$42.39	\$43.29	\$44.29
Business License Officer	\$32.00	\$32.60	\$33.40	\$34.30	\$35.30
Bylaw Enforcement Officer	\$32.00	\$32.60	\$33.40	\$34.30	\$35.30
Bylaw Supervisor	\$34.50	\$35.10	\$35.90	\$36.80	\$37.80
Casual Relief Office Worker	\$24.59	\$25.19	\$25.99	\$26.89	\$27.89
Child Care Relief Worker	\$21.23	\$21.83	\$22.63	\$23.53	\$24.53
Child Care Worker I	\$21.23	\$21.83	\$22.63	\$23.53	\$24.53
Child Care Worker II	\$22.70	\$23.30	\$24.10	\$25.00	\$26.00
Communications Coordinator	\$28.22	\$28.82	\$29.62	\$30.52	\$31.52
Cultural & Events Programmer	\$30.76	\$31.36	\$32.16	\$33.06	\$34.06
Day Care Assistant I	\$22.18	\$22.78	\$23.58	\$24.48	\$25.48
Day Care Assistant II	\$24.29	\$24.89	\$25.69	\$26.59	\$27.59
Day Care Supervisor	\$26.40	\$27.00	\$27.80	\$28.70	\$29.70
Emergency Program Coordinator	\$35.06	\$35.66	\$36.46	\$37.36	\$38.36
Engineering Project Coordinator	-	-	-	\$40.90	\$41.90
Janitor Labourer	\$25.68	\$26.28	\$27.08	\$27.98	\$28.98
Labourer Foreperson - Tier I	\$30.85	\$31.45	\$32.25	\$33.15	\$34.15
Labourer Foreperson - Tier II	\$32.85	\$33.45	\$34.25	\$35.15	\$36.15
Office Assistant - Financial Services	\$28.22	\$28.82	\$29.62	\$30.52	\$31.52
Office Assistant - Engineering & PW	\$28.22	\$28.82	\$29.62	\$30.52	\$31.52
Office Assistant - Protective Services	\$28.22	\$28.82	\$29.62	\$30.52	\$31.52
Parks Labourer	\$25.68	\$26.28	\$27.08	\$27.98	\$28.98
Parks Lead Hand	\$28.68	\$29.28	\$30.08	\$30.98	\$31.98
Planner I	\$34.04	\$34.64	\$35.44	\$36.34	\$37.34
Public Works Labourer	\$26.68	\$27.28	\$28.08	\$28.98	\$29.98
Receptionist	\$24.59	\$25.19	\$25.99	\$26.89	\$27.89
Recreation Programmer I	\$26.36	\$26.96	\$27.76	\$28.66	\$29.66
Recreation Programmer II	\$30.76	\$31.36	\$32.16	\$33.06	\$34.06
Responsible Adult	\$19.63	\$20.23	\$21.03	\$21.93	\$22.93
Senior Planner	\$42.52	\$43.12	\$43.92	\$44.82	\$45.82
Summer/Incentive Employees	\$15.32	\$15.92	\$16.72	\$17.62	\$18.62
Utilities Foreman - Tier 1	\$36.41	\$37.01	\$37.81	\$38.71	\$39.71
Utilities Foreman - Tier 2	\$39.78	\$40.38	\$41.18	\$42.08	\$43.08
Utilities Lead/Water Operator	\$35.32	\$35.92	\$36.72	\$37.62	\$38.62
Utilities Worker I	\$28.24	\$28.84	\$29.64	\$30.54	\$31.54
Utilities Worker II	\$32.44	\$33.04	\$33.84	\$34.74	\$35.74
WWTP Finance and Project Administrator	-	-	-	\$32.76	\$33.76

LETTER OF UNDERSTANDING #1

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 118

- AND -

DISTRICT OF TOFINO

RE: ON JOB TRAINING

The Employer shall promote on the job training so employees will have the opportunity to receive training and qualify for promotion and transfer in the event of a vacancy occurring.

Employees have the option of requesting on the job training. If denied, the Employer shall outline the reasons.


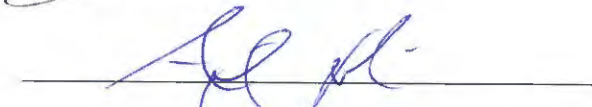

Such arrangements shall be made with the approval of the Employer and shall be conducted so as not to adversely affect the job function or general safety and if operationally feasible. Opportunities for training shall be allocated according to a combination of skill, potential for advancement, and length of service.

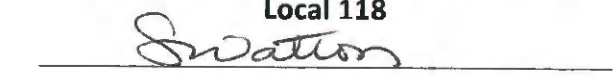

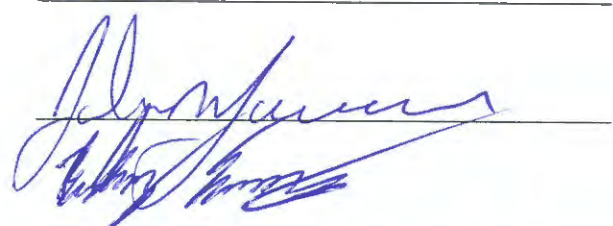
[Original Signed: June 3, 2015]

Dated at Tofino this 6<sup>th</sup> day of December 2022.

District of Tofino

Canadian Union of Public Employees,  
Local 118

LETTER OF UNDERSTANDING #2

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 118

- AND -

DISTRICT OF TOFINO


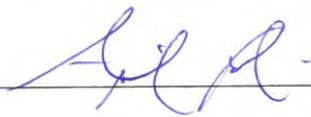
RE: UNION EMPLOYEE TRAINING BUDGET

The Employer will budget \$20,000.00 per year to be used for training activities for Union employees.


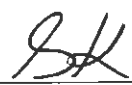
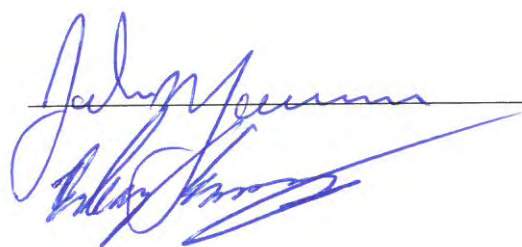
[Original Signed: June 3, 2015]

Dated at Tofino this 6<sup>th</sup> day of December 2022.

District of Tofino

  
  
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Canadian Union of Public Employees,  
Local 118

  
  
  
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LETTER OF UNDERSTANDING #3

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 118

- AND -

DISTRICT OF TOFINO

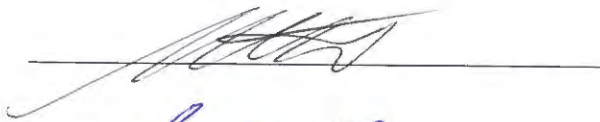

RE: SEASONAL LABOURER SHIFT

The Parties agree that the shift for the Seasonal Labourer position in the Public Works Department shall comply with Article 17.02 with the exception of the days per week. The Seasonal Labourer position shall be scheduled five (5) consecutive days with two (2) days off. The schedule shall be consistent for the length of employment and shall be set out prior to employment commencing by mutual agreement of the Union and the Employer.

[Original Signed: June 3, 2015]

Dated at Tofino this 6<sup>th</sup> day of December 2022.

District of Tofino

  
  
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\_\_\_\_\_Canadian Union of Public Employees,  
Local 118  
  
  
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LETTER OF UNDERSTANDING #4

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 118

- AND -

DISTRICT OF TOFINO

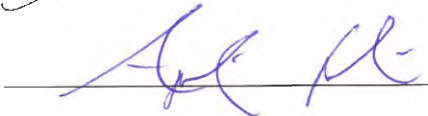
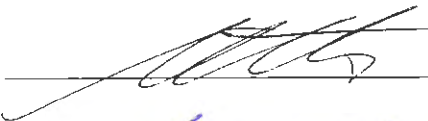
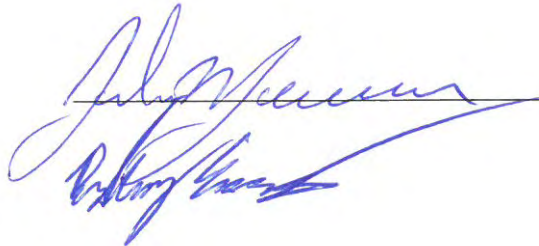
**RE: SPECIAL EVENTS**

- a) Article 17.02 notwithstanding, the Employer may temporarily change the weekly schedule for any employee, hired after August 14, 2007, to work a regular work week that includes Saturdays and/or Sundays for scheduled short-term special events (i.e., festivals, celebrations etc.). Employees whose schedules are temporarily changed under this section shall work at straight time on Saturdays and Sundays. The full-time work week in those particular weeks shall consist of five (5) consecutive days inclusive of Saturday and/or Sunday.
- b) In order to assist in the success of short-term special events, current employee (i.e., those hired before August 14, 2007) may volunteer to temporarily work a regular work week that includes Saturday and/or Sunday at straight time under subsection (a).

[Original Signed: June 3, 2015]

Dated at Tofino this 6<sup>th</sup> day of December 2022.

District of Tofino

Canadian Union of Public Employees,  
Local 118

LETTER OF UNDERSTANDING #5

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 118

- AND -

DISTRICT OF TOFINO

**RE: BENEFITS IN LIEU**

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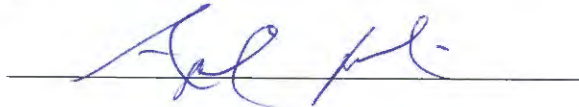





Under Article 25.01 of the Collective Agreement, Temporary, Casual/Relief, Incentive and Term Program employees, or employees working less than seventeen and one-half (17.5) hours per week receive 6% in lieu of benefits, which includes pension contributions.

The Parties agree that an employee who receives a percentage in lieu of benefits under Article 25.01 and also has a contribution to the Municipal Pension Plan made by the Employer, shall receive 4% in lieu of benefits rather than 6%.

[Original Signed: August 24, 2016]

Dated at Tofino this 6<sup>th</sup> day of December 2022.

District of Tofino

  
  
Canadian Union of Public Employees,  
Local 118  
  
  


**LETTER OF UNDERSTANDING #6****- BETWEEN -****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 118****- AND -****DISTRICT OF TOFINO****RE: ON-CALL – ACCUMULATED HOURS**

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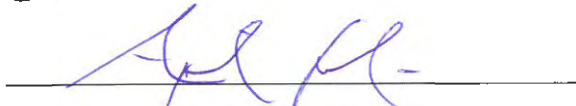
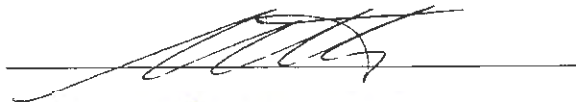
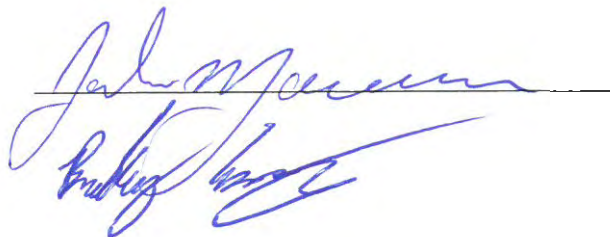

The Parties agree to add an alternative for employees specific to Article 23 Payment of Wages, clause 23.05.

An employee who works "on-call" may choose to be paid as per Section 23.05 of the Collective Agreement, or when submitting the "on-call" timesheet may request compensatory time off equivalent to the "on-call" pay. An employee will be allowed to accumulate up to a maximum of forty-eight (48) hours from January 15<sup>th</sup> to June 30<sup>th</sup> and a maximum of forty-eight (48) hours from July 1<sup>st</sup> to December 31<sup>st</sup> of that year. Any accumulated "on-call" not taken by June 30<sup>th</sup> and by December 31<sup>st</sup> will be paid out at the rate earned.

Accumulated time off may be scheduled at any time mutually convenient to the employee and the Employer and will be considered on a first received - first considered basis.

[Original Signed: January 10, 2019]

Dated at Tofino this 6<sup>th</sup> day of December 2022.

**District of Tofino****Canadian Union of Public Employees,  
Local 118**

**LETTER OF UNDERSTANDING #7****- BETWEEN -****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 118****- AND -****DISTRICT OF TOFINO****RE: SCHEDULE A WAGES UTILITIES WORKER 1**

Schedule A - Wages is amended as follows:

The classification "Utilities Person" is renamed "Utilities Worker I"

The classification "Utilities Worker II" is added at a March 2019 pay rate of \$32.44 per hour.

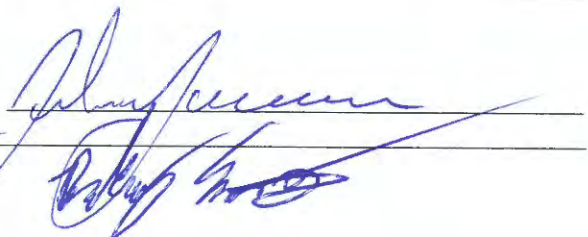
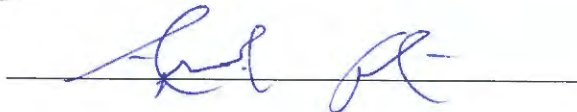

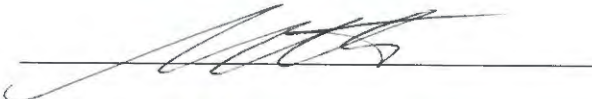
Any public works employee who demonstrates to the Employer that they meet the following qualifications will be classified as a Utilities Worker II:

- High school diploma or equivalent
- 2 years related utilities operation and maintenance experience
- Valid BC Class 5 Driver's License
- Valid, current EOCP Level II Certificate in Water Distribution and Wastewater Collection
- Confined Space entry and safe work procedures courses
- Chlorine Handling Certification
- Working knowledge of WHMIS Regulations and Procedures

The Parties agree that only those employees meeting the minimum qualifications will be classified as "Utilities Worker II" and the provisions of Article 23.02 - Temporary Acting Capacity shall not apply and no person who does not meet the above-noted qualifications will be paid as a "Utilities Worker II" without meeting such qualifications.

[Original Signed: January 24, 2020]

Dated at Tofino this 6<sup>th</sup> day of December 2022.

**District of Tofino****Canadian Union of Public Employees,  
Local 118**



**LETTER OF UNDERSTANDING #8****- BETWEEN -****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 118****- AND -****DISTRICT OF TOFINO****RE: UTILITIES WORKER 1 – WEEKEND HOURS**

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Article 17.02 (Regular Workday) of the Collective Agreement sets out the hours of the workday and the work week for regular full-time employees. The Parties agree to alter the days of work of Scott Kolentsis (the employee) when working as a Utility 1 Worker as follows:

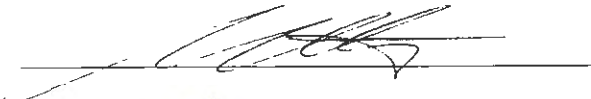

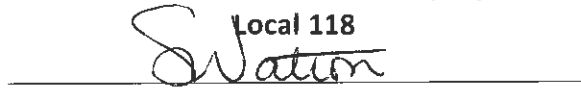

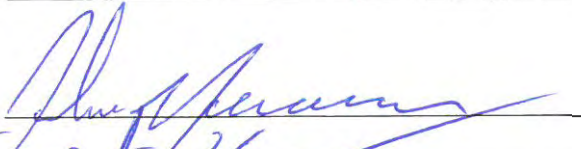

Commencing on January 31, 2021, the employee's work schedule shall be a daily eight (8) hour shift Monday to Friday occurring within the hours set out in Article 17.02 of the Collective Agreement.

Subject to the Employer being satisfied that the employee has achieved an acceptable level of competence in utilities operations, commencing on May 9, 2021, the employee's work schedule shall be a daily eight (8) hour shift occurring Tuesday to Saturday within the hours set out in Article 17.02 of the Collective Agreement. This shall be considered a trial period of one year, ending on May 9, 2022, unless a further agreement between the Parties is reached.

The Parties further agree to review the efficacy of this arrangement prior to the conclusion of the one-year trial period.

[Original Signed: January 28, 2021]

Dated at Tofino this 6<sup>th</sup> day of December 2022.

**District of Tofino**  
  
  
  
**Canadian Union of Public Employees,****Local 118**  
  
  


LETTER OF UNDERSTANDING #9

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 118

- AND -

DISTRICT OF TOFINO

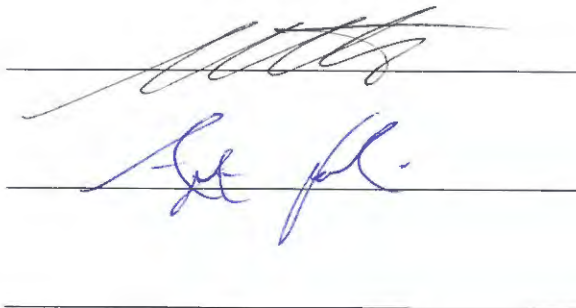
RE: DAYCARE ASSISTANT 2/CHILDCARE WORKER 2 RATE OF PAY

The Parties agree that only an employee with an ECE certification will be paid at the Daycare Assistant 2 rate or a Childcare Worker 2 rate.

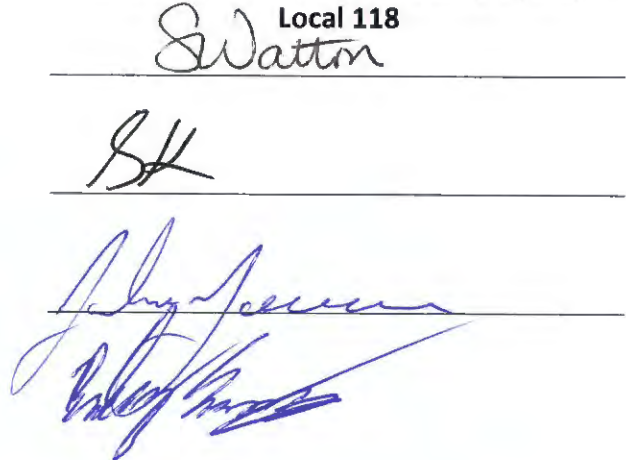
[Original Signed: March 24, 2021]

Dated at Tofino this 6<sup>th</sup> day of December 2022.

District of Tofino



Two handwritten signatures in blue ink on two separate lines.

Canadian Union of Public Employees,  
Local 118

Three handwritten signatures in blue ink on three separate lines.

**LETTER OF UNDERSTANDING #10****- BETWEEN -****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 118****- AND -****DISTRICT OF TOFINO****RE: TEMPORARY PART-TIME RECREATION PROGRAMMER 1**

This LOU is in effect from Wednesday, September 22 to December 31, 2021, and subject to review after December 31, 2021 (15 weeks).



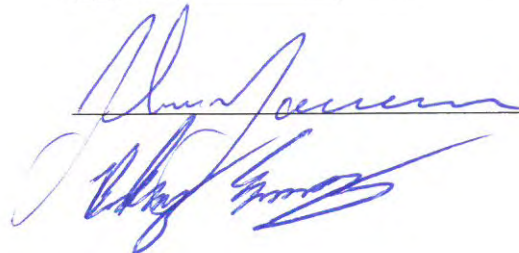
The Employer may hire a Temporary, Part-Time Recreation Programmer 1 to assist with program support during the Covid-19 pandemic.

This temporary position will be based on a 25-hour work week, consisting of evenings (Wednesdays - Fridays: 4:30 - 9:30PM) and weekends (Saturday & Sundays, 8:30 - 1:30PM). This will be a flexible working schedule based on programming being delivered out of the Tofino Community Hall.

The rate of pay for this position will align with District of Tofino's Collective Agreement "Schedule A" Recreation Programmer wage.

[Original Signed: September 15, 2021]

Dated at Tofino this 6<sup>th</sup> day of December 2022.

**District of Tofino****Canadian Union of Public Employees,  
Local 118**

LETTER OF UNDERSTANDING #11

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 118

- AND -

DISTRICT OF TOFINO

RE: EARLY CHILDHOOD EDUCATOR WAGE ENHANCEMENT PROGRAM (ECE-WE)

The Parties agree to participate in the ECE Wage Enhancement Program offered by the Ministry of Children and Family Development subject to the Program guidelines.

The ECE-WE provides \$1.00 per hour worked up to a monthly maximum of 195 hours (including overtime hours) per employee for eligible frontline ECE's starting January 2019. The amount increased to \$2.00 per hour on April 2020 and to \$4.00 per hour on September 1, 2021.

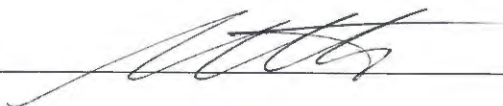



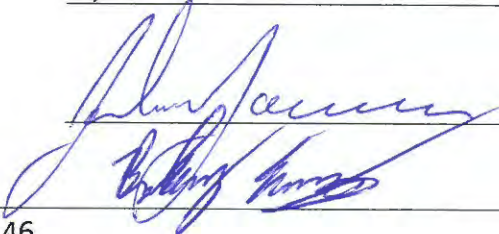
Hours worked by ECE's from September 1, 2021 to February 28, 2022 will be paid retroactively for the additional \$2.00 per hour pending approval by the Ministry, after which time payments will be made monthly.

The hourly wage enhancement will be paid to each eligible ECE in addition to their wage rate negotiated under this Collective Agreement and does not increase their regular wage rate. Any changes to, or termination of, this ECE-WE program by the Ministry will not affect the negotiated wage rates of ECE's within the Collective Agreement.

[Original Signed: February 22, 2022]

Dated at Tofino this 6<sup>th</sup> day of December 2022.

District of Tofino

  
Canadian Union of Public Employees,  
Local 118  
  




LETTER OF UNDERSTANDING #12

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 118

- AND -

DISTRICT OF TOFINO

**RE: EXCLUSIONS FROM BARGAINING UNIT CAPITAL PROJECTS MANAGER**

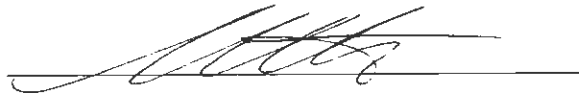
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Pursuant to Article 4.02, the Parties agree that the list of excluded positions be amended by adding "Capital Projects Manager - Wastewater Treatment."

[Original Signed: May 30, 2022]

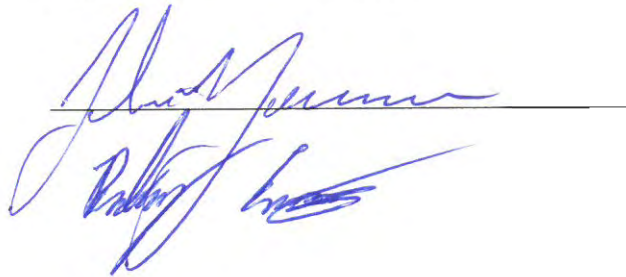
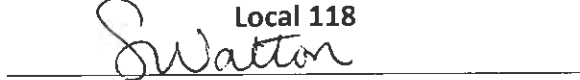
Dated at Tofino this 6<sup>th</sup> day of December 2022.

District of Tofino



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Canadian Union of Public Employees,  
Local 118



LETTER OF UNDERSTANDING #13

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 118

- AND -

DISTRICT OF TOFINO


RE: EXCLUSIONS FROM BARGAINING UNIT HR COORDINATOR

Pursuant to Article 4.02, the Parties agree that the list of excluded positions be amended by adding "Human Resources Coordinator."

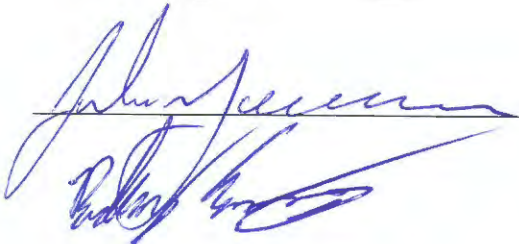

[Original Signed: May 6, 2022]

Dated at Tofino this 6<sup>th</sup> day of December 2022.

District of Tofino



Canadian Union of Public Employees,  
Local 118



LETTER OF UNDERSTANDING #14

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 118

- AND -

DISTRICT OF TOFINO

**RE: FOREPERSON CLASSIFICATION AND WAGES**

The Parties agree that Schedule "A" be amended by adding "Utilities Foreperson" and "Labour Foreperson."

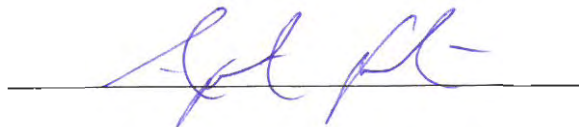
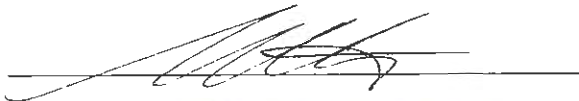
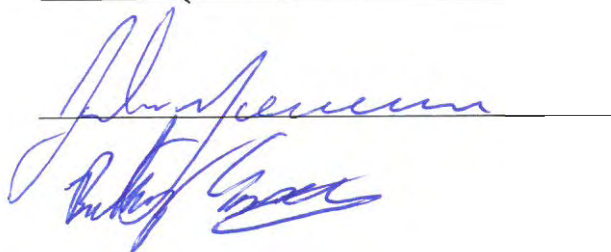
Schedule "A" March 2019 Rates of Pay shall be:

- Labour Foreperson, Tier 1 - \$30.85
- Labour Foreperson, Tier 2 - \$32.85
- Utilities Foreperson, Tier 1 - \$36.41
- Utilities Foreperson, Tier 2 - \$39.78

[Original Signed: June 24, 2022]

Dated at Tofino this 6<sup>th</sup> day of December 2022.

District of Tofino

Canadian Union of Public Employees,  
Local 118

LETTER OF UNDERSTANDING #15

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 118

- AND -

DISTRICT OF TOFINO

**RE: PUBLIC WORKS LABOURER – NEW POSITION**

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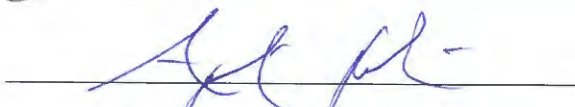
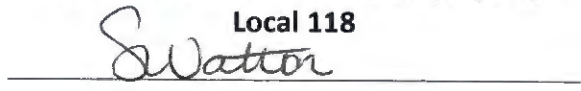

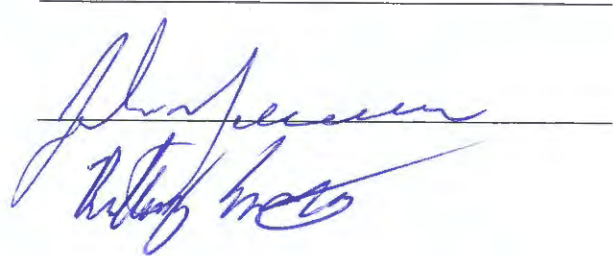
The Parties agree that Schedule "A" will be amended by removing the positions of Labourer I and Labourer II and replacing it with the position Public Works Labourer.

The Schedule "A" March 2019 Rate of Pay for the Public Works Labourer shall be \$26.68 retroactive to August 1, 2021.

Dated at Tofino this 6<sup>th</sup> day of December 2022.

[Original Signed: October 3, 2022]

District of Tofino

  
  
Canadian Union of Public Employees,  
Local 118  
  






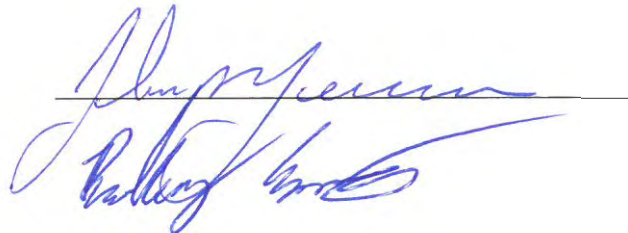
**LETTER OF UNDERSTANDING #16****- BETWEEN -****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 118****- AND -****DISTRICT OF TOFINO****RE: OFFICE ASSISTANT – FINANCIAL SERVICES – NEW POSITION – UPDATE TO JOB TITLES**

The Parties agree that Schedule "A" will be amended by replacing the Office Assistant I position with Office Assistant - Financial Services. Furthermore, that the job title for Office Assistant II - Protective Services and Office Assistant II - Engineering and PW be updated to Office Assistant - Protective Services and Office Assistant - Infrastructure and PW for consistency.

The rate of pay for the Office Assistant - Financial Services position will be \$28.22 and be subject to any increases applied after March 1, 2019. The adjustment in the hourly rate will be effective October 5, 2021.

[Original Signed: June 24, 2022]

Dated at Tofino this 6<sup>th</sup> day of December 2022.

**District of Tofino****Canadian Union of Public Employees,  
Local 118**

LETTER OF UNDERSTANDING #17

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 118

- AND -

DISTRICT OF TOFINO

RE: RECREATION PROGRAMMER 1

The Parties agree that for the term of the next Collective Agreement the Regular Full-Time schedule for the Recreation Programmer 1 will be based on a thirty-seven and one-half hour (37.5) hour work week, including weekends and evenings, with two (2) consecutive days off. This will be a flexible working schedule based on scheduled recreation programming.





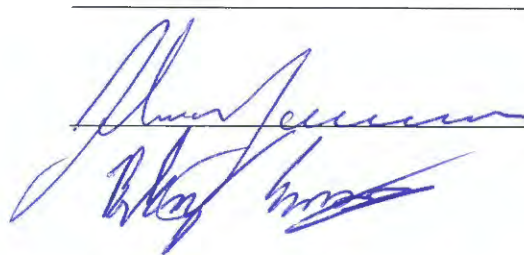
Work schedules will be mutually agreed to in advance and will be between the hours of 6:00 a.m. and 10:00 p.m.

The rate of pay for this position will align with District of Tofino's Collective Agreement "Schedule A" Recreation Programmer 1 wage.

[Original Signed: June 23, 2022]

Dated at Tofino this 6<sup>th</sup> day of December 2022.

District of Tofino

  
  
  
Canadian Union of Public Employees,  
Local 118  
  


**LETTER OF UNDERSTANDING #18****- BETWEEN -****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 118****- AND -****DISTRICT OF TOFINO****RE: RECREATION PROGRAMMER - TEMPORARY**

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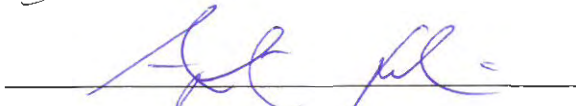

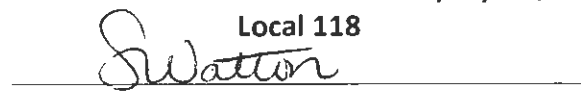

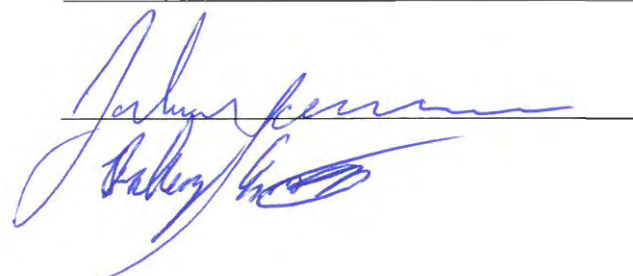
The Parties agree that for the term of the next Collective Agreement the Regular Full-Time schedule for the Recreation Programmer 1 will be based on a thirty-five (35) hour work week, including weekends and evenings, with two (2) consecutive days off. This will be a flexible working schedule based on scheduled recreation programming, which can be scheduled between 7:00 a.m. and 7:00 p.m.

The rate of pay for this position will align with District of Tofino's Collective Agreement "Schedule A" Recreation Programmer 1 wage.

This Letter of Understanding will expire December 31, 2022.

[Original Signed: June 23, 2022]

Dated at Tofino this 6<sup>th</sup> day of December 2022.

**District of Tofino**  
  
**Canadian Union of Public Employees,  
Local 118**  
  


LETTER OF UNDERSTANDING #19

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 118

AND

DISTRICT OF TOFINO

**RE: WWTP FINANCE AND PROJECT ADMINISTRATOR (TERM POSITIONS)**

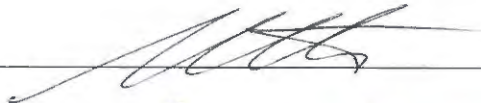
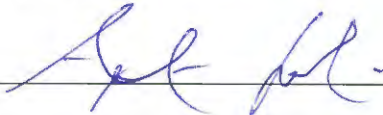
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The Parties agree that Schedule "A" will be amended by adding a WWTP Finance and Project Administrator full-time position for two years.



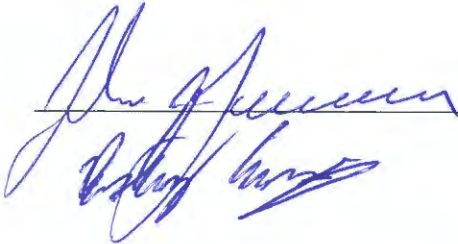
The rate of pay for this position will be \$31.86 as at June 1, 2022.

[Original Signed: August 15, 2022]

District of Tofino

  
  
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Canadian Union of Public Employees,  
Local 118

  
  
  
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**LETTER OF UNDERSTANDING #20****BETWEEN****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 118****AND****DISTRICT OF TOFINO****RE: ENGINEERING AND ASSET MANAGEMENT POSITIONS – INFRASTRUCTURE AND PUBLIC WORKS DIVISION**

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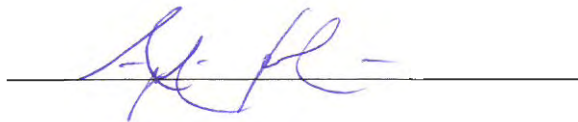
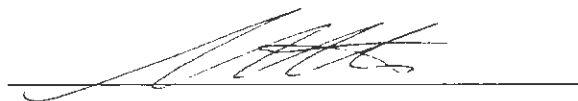
The Parties agree that Schedule "A" will be amended by adding the following positions with the corresponding rates of pay effective June 1, 2022:

- Engineering Project Coordinator - \$40.00 per hour
- Asset Management Coordinator - \$38.00 per hour
- Asset Management Technician - \$36.00 per hour

AND BY removing the following position:

- Engineering and Asset Project Coordinator

[Original Signed: September 27, 2022]

**District of Tofino**

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**Canadian Union of Public Employees,  
Local 118**