

COLLECTIVE AGREEMENT

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 118-04

(Hereafter referred to the "Union")

CUPE

- AND -

DISTRICT OF UCLUELET

(Hereafter referred to the "Employer")



JANUARY 1, 2024 TO DECEMBER 31, 2026

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE OF AGREEMENT 7
 1.01 Purpose of Agreement7

ARTICLE 2 – DEFINITIONS 7
 2.01 Permanent Employees7
 a) Permanent Full-Time Employee7
 b) Permanent Part-Time Employee8
 2.02 Temporary Employees8
 2.03 Casual Employees8
 2.04 Summer and Incentive Program Employees.....9

ARTICLE 3 – MANAGEMENT RIGHTS 9
 3.01 Hiring and Discipline9
 3.02 Management and Discretion.....9
 3.03 No Discrimination9

ARTICLE 4 – RECOGNITION AND NEGOTIATIONS 10
 4.01 Bargaining Unit 10
 4.02 No Other Agreements..... 10
 4.03 Right of Fair Representation 10
 4.04 Union Officers and Committee Members..... 10

ARTICLE 5 – HUMAN RIGHTS..... 11
 5.01 Preamble 11
 5.02 Human Rights Code 11
 5.03 Joint Policy 11
 5.04 Harassment Definitions..... 11
 a) Sexual Harassment..... 11
 b) Personal Harassment 12
 c) Complaint Process 12

ARTICLE 6 – UNION MEMBERSHIP..... 12
 6.01 Union Membership 12

ARTICLE 7 – CHECK-OFF OF UNION DUES 12
 7.01 Check-Off of Payments 12
 7.02 Deductions..... 12
 7.03 Dues Receipt 12

ARTICLE 8 – EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES 12
 8.01 New Employees..... 12
 8.02 Copies of Agreement..... 13

ARTICLE 9 – CORRESPONDENCE 13
 9.01 Correspondence 13

ARTICLE 10 – LABOUR MANAGEMENT COMMITTEE	13
10.01 Committee Meetings.....	13
10.02 Chairperson of the Meeting	13
10.03 Minutes of the Meeting	13
10.04 Jurisdiction of Committee	13
ARTICLE 11 – LABOUR MANAGEMENT AND BARGAINING RELATIONS	14
11.01 Representatives	14
11.02 Union Bargaining Committee	14
11.03 Function of the Bargaining Committee.....	14
11.04 Meeting of Committee	14
11.05 Technical Information	14
ARTICLE 12 – GRIEVANCE PROCEDURE	14
12.01 Grievance Procedure.....	14
12.02 Replies in Writing.....	15
12.03 Policy Grievance	15
ARTICLE 13 – ARBITRATION	15
13.01 Composition of Board of Arbitration.....	15
13.02 Failure to Appoint	15
13.03 Decision of the Board.....	15
13.04 Expenses of the Board.....	15
13.05 Single Arbitrator.....	16
ARTICLE 14 – DISCIPLINE AND DISCHARGE	16
14.01 Steward to be Present	16
14.02 Discipline and Discharge	16
14.03 Personnel File.....	16
14.04 Warning.....	17
14.05 Crossing of Picket Lines During Strike.....	17
ARTICLE 15 – SENIORITY	17
15.01 Seniority Defined	17
15.02 Seniority List	17
15.03 Probation for Newly Hired Employees	17
15.04 Loss of Seniority.....	18
15.05 Appointment Outside of the Bargaining Unit.....	18
ARTICLE 16 – PROMOTION AND STAFF CHANGES	18
16.01 Job Postings.....	18
16.02 Temporary Seasonal Vacancies	18
16.03 Information in Postings.....	19
16.04 Role of Seniority and Promotions, Transfers and Staff Changes	19
16.05 Trial Period.....	19
16.06 Notification to Employee and Union.....	20

16.07	Promotions Requiring Higher Qualifications	20
ARTICLE 17 – LAYOFFS		20
17.01	Definition of Layoff	20
17.02	Role of Seniority in Layoffs	20
17.03	Recall Rights	20
17.04	No New Employees.....	20
17.05	Advance Notice of Layoff.....	20
17.06	Grievances on Layoffs and Recalls	21
ARTICLE 18 – HOURS OF WORK		21
18.01	Hours of Work	21
a)	Permanent Full-Time Employees (Administration, Parks & Recreation & Public Works).....	21
b)	Inside Employees – Recreation.....	21
c)	Flexible Schedules.....	21
18.02	Employee Rest Periods.....	21
ARTICLE 19 – OVERTIME		22
19.01	Overtime Eligibility	22
19.02	Overtime Rates.....	22
19.03	Meal Allowances and Breaks	22
19.04	No Layoff for Overtime	22
19.05	Sharing of Overtime, Call Out and Standby	22
19.06	Overtime Accumulation	22
19.07	Overtime Worked on An Employee’s Day Off	22
19.08	Call Out.....	23
19.09	Standby	23
ARTICLE 20 – PAID HOLIDAYS		23
20.01	Entitlement.....	23
20.02	On a Day of Rest	23
20.03	Pay When Working	24
20.04	Christmas Closure	24
ARTICLE 21 – VACATIONS		24
21.01	Use of Vacation Time	24
21.02	Compensation for Holidays Falling Within Vacation Schedule	25
21.03	Vacation Accrual While on WCB.....	25
21.04	Payment Upon Termination.....	25
21.05	Schedule of Vacation	25
21.06	Illness During Vacation	25
ARTICLE 22 – SICK LEAVE		25
22.01	Entitlement.....	25
22.02	Proof of Illness	26
22.03	Rate of Pay.....	26
22.04	Alternate Use of Sick Leave.....	26

22.05 Abuse of Sick Leave26

ARTICLE 23 – LEAVE OF ABSENCE 27

23.01 Public or Union Leave27

23.02 Pay During Leave of Absence for Union Work or Convention27

23.03 Pall Bearers Leave27

23.04 Pregnancy Leave27

23.05 Parental Leave.....28

23.06 Extended Pregnancy/Parental Leave29

23.07 Paid Jury or Court Witness Duty Leave29

23.08 General Leave29

23.09 Bereavement Leave29

23.10 Education Leave30

ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES 30

24.01 Pay Days30

24.02 Pay for Work in Higher Rated Position31

24.03 Pay on Transfer or Lower Rated Job.....31

24.04 Vacation Pay31

24.05 Premium Pay31

24.06 Automobile Allowance31

24.07 Lead Hand32

24.08 Level III First Aid Certificate.....32

24.09 Water Distribution and Waste Water Treatment Premiums32

24.10 Exhumations32

ARTICLE 25 – JOB CLASSIFICATION AND RECLASSIFICATION 33

25.01 Job Description33

25.02 No Elimination of Present Classification33

25.03 Changes in Classification33

ARTICLE 26 – EMPLOYEE BENEFITS 33

26.01 Pension33

26.02 Benefits33

 a) Extended Health Insurance – Premiums are 100% Employer Paid33

 b) Dental Plan – Premiums are 100% Employer Paid34

 c) Long Term Disability – Premiums Paid 100% by Employer34

 d) Group Life Insurance – Premiums Paid 100% by Employer34

 e) Accidental Death and Dismemberment Insurance – Premiums Paid 100% by Employer.35

 f) Dependent Life Insurance – Premiums Paid 100% by Employer35

 g) Disputed Claims35

26.03 Benefits During Layoff35

26.04 Workers’ Compensation Protection35

26.05 Workers’ Compensation Pay Supplement.....35

ARTICLE 27 – HEALTH AND SAFETY 36

 27.01 Union-Employer Health and Safety Committee36

 27.02 Health and Safety Information.....36

 27.03 Disclosure of Information36

 27.04 Hepatitis “A & B” Shots36

 27.05 Right to Refuse or Stop Unsafe Work36

 27.06 Injury Pay Provisions37

 27.07 Transportation of Accident Victims.....37

ARTICLE 28 – TECHNOLOGICAL CHANGE 37

 28.01 Notice of Change37

 28.02 Displaced Employees.....37

ARTICLE 29 – JOB SECURITY 37

 29.01 Contracting Out.....37

 29.02 Bargaining Unit Work37

ARTICLE 30 – PRESENT CONDITIONS AND BENEFITS 38

 30.01 Present Conditions to Continue.....38

 30.02 Applicable Law38

ARTICLE 31 – GENERAL CONDITIONS 38

 31.01 Bulletin Boards.....38

 31.02 Copies of Agreements.....38

 31.03 Copy of Agenda and Minutes38

 31.04 Plural or Feminine Terms May Apply38

 31.05 Clothing Allowance.....38

 31.06 Training and Travel on Municipal Business39

 31.07 Day Travel on Municipal Business Per Diem39

 31.08 Communications to Union Members.....39

 31.09 Video Surveillance39

ARTICLE 32 – TERM OF AGREEMENT 39

 32.01 Duration.....39

 32.02 Changes in Agreement.....39

 32.03 Notice to Commence Bargaining.....40

SCHEDULE “A” 41

HOURLY WAGE RATES 41

LETTER OF UNDERSTANDING #1 42

RE: INDEMNIFICATION POLICY 42

LETTER OF UNDERSTANDING #2 44

RE: JOB DESCRIPTIONS 44

LETTER OF UNDERSTANDING #3 45

RE: ON JOB TRAINING 45

LETTER OF UNDERSTANDING #4..... 46
RE: SEASONAL POSITIONS 46
LETTER OF UNDERSTANDING #5..... 48
RE: JOURNEYMAN ELECTRICIAN – PAYMENT OF WAGES 48
LETTER OF UNDERSTANDING #6..... 49
RE: EMERGENCY SERVICES..... 49
LETTER OF UNDERSTANDING #7..... 50
RE: INTERVIEWING EMPLOYEES..... 50
LETTER OF UNDERSTANDING #8..... 51
RE: LABOURER PARKS - WORK WEEK – TUESDAY TO SATURDAY 51
LETTER OF UNDERSTANDING #9..... 52
RE: BYLAW ENFORCEMENT OFFICER – WORK WEEK, HOURS OF WORK AND OVERTIME 52
LETTER OF UNDERSTANDING #10..... 53
RE: TRAIL MAINTENANCE WORKER – WORK WEEK, HOURS OF WORK AND OVERTIME 53
LETTER OF UNDERSTANDING #11..... 54
RE: MUNICIPAL INSPECTOR – WORK WEEK, HOURS OF WORK & HOURLY WAGE RATES 54
LETTER OF UNDERSTANDING #12..... 55
RE: JANITORIAL LABOURERS..... 55
LETTER OF UNDERSTANDING #13..... 57
RE: PLANNER - WORK WEEK, HOURS OF WORK & HOURLY WAGE RATES 57
LETTER OF UNDERSTANDING #14..... 58
RE: FOREMAN - PARKS AND PUBLIC WORKS - MODIFIED HOURS OF WORK..... 58
LETTER OF UNDERSTANDING #15..... 59
RE: FORM A JOINT UNION/EMPLOYER JOB REVIEW COMMITTEE..... 59

THIS AGREEMENT MADE THIS 28TH DAY OF AUGUST, 2024.

BETWEEN:

DISTRICT OF UCLUELET

**(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**

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 PURPOSE OF AGREEMENT

It is the purpose of both parties to this Agreement:

- a) To improve morale, well being and working relations between the Employer and the Union, and to provide for settled and just conditions of employment.
- b) To encourage efficiency in operations and to improve service to the public.
- c) To recognize the mutual value of joint discussion in all matters pertaining to the workplace.

ARTICLE 2 – DEFINITIONS

2.01 PERMANENT EMPLOYEES

- a) **PERMANENT FULL-TIME EMPLOYEE**

A Permanent 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 26.02 Pension, full-time shall be defined as working between thirty-five (35) and forty (40) hours per week.

b) PERMANENT PART-TIME EMPLOYEE

A Permanent 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.

Benefits such as vacation, sick leave, and stat holidays will be prorated based on hours worked. Other benefits such as health care and insurance will be provided to Part-Time Employees who work twenty (20) hours or more per week and/or twenty (20) hours per week average annually and subject to eligibility rules of the provider. Part-Time employees not meeting these criteria will be granted a twelve percent (12%) of wage in lieu consistent with other employee definition categories.

2.02 TEMPORARY EMPLOYEES

- a) A temporary employee is one who is hired for a specific period of time not to exceed six (6) months without agreement of the Parties, or a parental leave up to legislative maximum. A temporary employee is one who is relieving a regular employee or is hired to enhance the workforce.
- b) Temporary employees are entitled to seniority at the completion of the probationary period, which shall accrue on actual days worked.
- c) Temporary employees are not entitled to any of the benefits and perquisites of this Agreement (e.g. vacations, statutory holidays, sick leave and the benefits provided under Article 17 & 26 etc.). Temporary employees shall be paid twelve percent (12%) in lieu of vacations, statutory holidays, and all the benefits and perquisites of this Agreement.
- d) Wages shall be in accordance with Schedule "A" except where otherwise mutually agreed.
- e) The Union agrees to sign jointly with the Employer the applications for Government Work Experience Grants, provided clause (a) and (b) above are met.

2.03 CASUAL EMPLOYEES

- a) Casual employees are those who are employed on an irregular or intermittent basis. The period of employment shall not exceed thirty (30) consecutive working days, unless mutually agreed.
- b) Casual employees shall accrue seniority and are entitled to seniority at the completion of the probationary period. 2080 hours shall be equal to one (1) year seniority. Every six (6) months the Employer will post a Casual Employee Seniority List with accumulated actual hours worked.
- c) Casual employees are not entitled to any of the benefits and perquisites of this Agreement (e.g. vacations, statutory holidays, sick leave and the benefits provided under Article 17 & 26, etc.). Casual employees shall be paid twelve percent (12%) in lieu of vacations, statutory holidays, and all the benefits and perquisites of this Agreement.

- d) If no work is performed by the casual employee for a period of twelve (12) months, the casual employee will be deemed terminated.

2.04 SUMMER AND INCENTIVE PROGRAM EMPLOYEES

- a) Employees, including summer students, hired under federal and/or provincial incentive and summer programs that are 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.
- b) Summer and incentive program employees shall not be hired to replace an absent employee and shall not cause a layoff or reduction in hours of a regular employee. Summer and incentive program employees shall not be hired when there are laid off regular employees on the recall list capable of performing the work in question.
- c) Summer and incentive program employees do not accumulate seniority. They are not entitled to any of the benefits and perquisites of this Agreement (e.g. vacations, statutory holidays, sick leave, and the benefits provided under Article 26, etc.) Summer and incentive employees shall be paid twelve percent (12%) in lieu of vacations, statutory holidays, and all the benefits and perquisites of this Agreement.
- d) Wages shall be in accordance with Schedule "A", except where otherwise mutually agreed.
- e) The Union agrees to sign jointly with the Employer the applications for Government Work Experience Grants, provided clause (a) and (b) above are met.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 HIRING AND DISCIPLINE

Subject to the terms of this Agreement, management shall have the right to deploy the work force, hire, classify, transfer, promote, demote, and lay off employees and suspend, discipline and discharge employees for just cause.

3.02 MANAGEMENT AND DISCRETION

Subject to the terms of this Agreement, management shall have the right to manage the affairs of the municipality and without limiting the generality of the foregoing, to determine the number and kinds of functions in which to engage, services to provide, to plan, direct and control all methods of operation including the contracting for work done on behalf of the municipality, the nature, number and location of tools and facilities, the organization of work, employment levels and standards of performance, and require employees to observe rules and regulations respecting the work place reasonably set by the Employer.

3.03 NO DISCRIMINATION

The Employer shall exercise its rights in a fair and reasonable manner. The Employer's rights shall not be used to direct the work force in a discriminatory manner.

ARTICLE 4 – RECOGNITION AND NEGOTIATIONS

4.01 BARGAINING UNIT

- a) The Employer recognizes the Canadian Union of Public Employees and its Local 118 as the sole and exclusive collective bargaining agent for all its employees save and except those excluded by the Labour Relations Code and hereby agrees to negotiate with the Union, or any of its authorized committees concerning all matters affecting the relationship between parties, aiming toward a peaceful and amicable settlement of any differences that arise between them.
- b) The following positions shall be excluded from the Bargaining Unit:
- Chief Administrative Officer
 - Chief Financial Officer
 - Corporate/Planning Clerk
 - Deputy Fire Chief
 - Director of Community Planning
 - Director of Community Services
 - Director of Engineering
 - Corporate Services Coordinator
 - Fire Chief
 - Manager of Corporate Services
 - Manager of Finance
 - Manager of Human Resources & Communications
 - Manager of Operations
 - Manager of Planning
 - Planner I
- c) And any other positions the Parties may mutually agree upon or are determined by the Labour Relations Board.

4.02 NO OTHER AGREEMENTS

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

4.03 RIGHT OF FAIR REPRESENTATION

The Union shall have the right in accordance with this Article to have the assistance of representation of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises during normal municipal office hours and with approval from the CAO or designate.

4.04 UNION OFFICERS AND COMMITTEE MEMBERS

- a) Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including but not limited to the investigation and processing of grievances, attendance at meetings with the Employer, and participation in negotiations and Arbitration. Permission to leave work during working hours for such purposes shall first be obtained in writing from the appropriate management supervisor prior to any action taken. Should the appropriate management supervisor be unavailable or situation requires immediate attention, then verbal authorization shall be allowed.

- b) Such permission shall not be unreasonably withheld, except for emergency purposes. Employees involved in such Union activities shall not incur loss of pay, but will not be eligible for overtime or pay in excess of regular salary or wages.

ARTICLE 5 – HUMAN RIGHTS

5.01 PREAMBLE

- a) To prevent behavior which constitutes harassment or discrimination.
- b) To safeguard against a repeat of any harassing or discriminatory behaviour.
- c) To demonstrate the harm and unacceptable nature of the behaviour to the person responsible, and to others.
- d) To resolve complaints so as to preserve the rights of both the complainant and the person against whom the complaint was made.

5.02 HUMAN RIGHTS CODE

The Union and the Employer agree to be bound by the Human Rights Code and specifically agree that there shall be no harassment or discrimination practised with respect to any person in the matter of their employment by reason of age, race, creed, national origin, political affiliation, sex, sexual orientation, or marital status, nor by reason of any membership in any labour or management organization unless such discrimination is based upon a bona fide occupational requirement.

5.03 JOINT POLICY

The mutually agreeable Discrimination and Harassment Policy signed and dated forms part of this Agreement.

5.04 HARASSMENT DEFINITIONS

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:

- 1) Unnecessary touching or patting;
- 2) Suggestive remarks or other verbal abuse;
- 3) Leering at a person's body;
- 4) Demands of sexual favours;
- 5) Compromising invitations; and
- 6) 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**

All such cases shall be treated in as confidential a manner as practicable. A steward shall be included in the investigation as an observer during regular hours.

If upon completion of the investigation, the allegations are unsubstantiated and found to be frivolous, malicious or vexatious, disciplinary action may be taken upon the complainant.

Normal performance critique by supervisor shall not be deemed harassment.

ARTICLE 6 – UNION MEMBERSHIP

6.01 UNION MEMBERSHIP

As a condition of employment, all employees shall become and remain members of the Union within thirty (30) working days of employment.

ARTICLE 7 – CHECK-OFF OF UNION DUES

7.01 CHECK-OFF OF PAYMENTS

The Employer shall deduct from every member any dues, initiation fees, or assessments levied by the Union on its members.

7.02 DEDUCTIONS

Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union not later than the 15th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names and addresses of the employees from whose wages the deductions have been made together with the amounts deducted in each case.

7.03 DUES RECEIPT

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

ARTICLE 8 – EMPLOYER AND UNION SHALL ACQUAINT 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 dues check off.

The Employer also agrees that the new employee shall be introduced to the Shop Steward in their department. Within ten (10) working days of hiring, the Union Representative shall be permitted fifteen (15) minutes, paid time, with the all new employees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment.

8.02 COPIES OF AGREEMENT

New employees shall be presented with a copy of the Agreement by the Employer within thirty (30) days of commencement of employment.

ARTICLE 9 – CORRESPONDENCE

9.01 CORRESPONDENCE

All correspondence including staffing correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the CAO or designate and the Recording Secretary of the Union, and a copy to the Chairperson of the Ucluelet Unit in a timely manner.

ARTICLE 10 – LABOUR MANAGEMENT COMMITTEE

10.01 COMMITTEE MEETINGS

The Labour-Management Committee shall meet as required, upon call of either party, at a mutually agreeable time and place, but no less often than once each business quarter (4 times/year). Committee meetings shall be held not later than seven (7) days after either party requests a meeting, provided that such time limit may be extended by mutual consent of the parties.

10.02 CHAIRPERSON OF THE MEETING

An Employer and a Union Representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

10.03 MINUTES OF THE MEETING

Minutes of each meeting of the committee shall be prepared and distributed to all sites within ten (10) working days by one committee member, as mutually agreed between the Parties, and signed by the joint chairpersons as promptly as possible after the close of the meeting.

10.04 JURISDICTION OF COMMITTEE

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 11 – LABOUR MANAGEMENT AND BARGAINING RELATIONS

11.01 REPRESENTATIVES

The Employer shall not bargain with an employee or group of employees in the Bargaining Unit, who do not have 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.

11.02 UNION BARGAINING COMMITTEE

A Union Bargaining Committee shall be elected or appointed and consist of not more than two (2) Employer paid members of the Union. The Union will advise the Employer of the Union members on the Committee. Local 118 President and National Representative shall be members of the Union Bargaining Committee.

11.03 FUNCTION OF THE BARGAINING COMMITTEE

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

11.04 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.

11.05 TECHNICAL INFORMATION

The Employer shall consider requests for technical information regarding bargaining in accordance with the *Freedom of Information and Protection of Privacy Act*.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.01 GRIEVANCE PROCEDURE

Any difference arising between the parties concerning the application, interpretation or alleged violation of this Agreement shall be resolved without work stoppage in the following manner:

- Step 1: An employee who believes he/she has a grievance shall, with or without the Shop Steward in attendance, first attempt to resolve the dispute within seven (7) working days of the time that the employee should have reasonably known of such incident, with the employee's immediate supervisor. If the matter is not resolved within seven (7) working days of its submission, the matter be reduced to writing and may be submitted to the next step within a further five (5) working days.
- Step 2: The Department Head or designate will meet with the grievor and one (1) Union Representative to attempt to resolve the difference. The Department Head/Designate shall respond within seven (7) working days of the hearing. Failing resolution, the grievance may be referred to the third step within five (5) working days of receipt of the response.

- Step 3: The grievance may be submitted by the Union to the CAO or designate who will render a written decision within seven (7) working days of the Step 3 hearing.
- Step 4: Failing a satisfactory settlement being reached in Step 3, the Union or the Employer may refer the dispute to Arbitration.

Timelines may be extended by mutual agreement between the Parties.

12.02 REPLIES IN WRITING

After Step 1, replies to grievances stating reasons shall be in writing.

12.03 POLICY GRIEVANCE

Where a disputer involving a question of general application or interpretation occurs or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be bypassed. This Article does not apply due to disputes over monetary adjustments for individual employees.

ARTICLE 13 – ARBITRATION

13.01 COMPOSITION OF BOARD OF ARBITRATION

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within ten (10) working days thereafter, the other party shall answer in writing indicating the name and address of its appointee to the Arbitration Board. The two appointees shall select an impartial Chairperson.

13.02 FAILURE TO APPOINT

If the part 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 Director of the Collective Agreement Arbitration Bureau upon request of either Party.

13.03 DECISION OF THE BOARD

The decision of the majority shall be the 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 upon all Parties, except where it may be reviewed at law. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provision of this Agreement, but does have jurisdiction to modify any penalties imposed.

13.04 EXPENSES OF THE BOARD

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

13.05 SINGLE ARBITRATOR

Notwithstanding the above, the Parties may, by mutual agreement, refer the dispute to a single Arbitrator, with each Party paying one-half (1/2) of the cost of such single Arbitrator. The single Arbitrator shall have the same powers as an Arbitration Board.

ARTICLE 14 – DISCIPLINE AND DISCHARGE

14.01 STEWARD TO BE PRESENT

An employee shall have the right to have their Steward present at any discussion with supervisory personnel where formal disciplinary action may be taken. Notwithstanding this Article, it is understood that where circumstances dictate, the Employer may take appropriate disciplinary action without a Steward being attendance.

14.02 DISCIPLINE AND DISCHARGE

- a) The Employer shall have the right to discipline and discharge employees for just and sufficient cause. The Employer shall impose discipline in a fair, consistent, reasonable, and timely manner. For the purposes of this agreement, discipline shall range from a written reprimand/warning up to and including discharge.
- b) When an employee is disciplined or discharged, the Employer shall notify the employee in writing of the reason(s) for the discipline or discharge.
- c) The Employer agrees to give written particulars of any warning, censure, suspension, dismissal, or other disciplinary matters to the Union within five (5) working days.
- d) An employee is entitled to Union representation when required to attend a meeting regarding a disciplinary action and is entitled to meet with his/her representative prior to the meeting.
- e) The Employer will initiate disciplinary investigation within a reasonable period after the incident comes to the Employer's attention and shall advise the local Union President, or his/her designee, that such investigation has commenced.
- f) The Employer shall not introduce as evidence in a hearing related to discipline or discharge any document from the personnel file of an employee the contents of which the employee was not aware of at the time of filing, or within a reasonable period thereafter.

14.03 PERSONNEL FILE

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.

Upon request the employee shall receive a copy of any document in the file.

14.04 WARNING

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring their work to a required standard by a given date the Employer shall, within seven (7) days thereafter, give written particulars of such censure to the employee involved with a copy sent concurrently to the Chairperson of the Ucluelet Unit.

14.05 CROSSING OF PICKET LINES DURING STRIKE

No employee shall be required to cross a picket line arising out of a legal strike or lockout, except to provide emergency service and carry out emergency inspections.

ARTICLE 15 – SENIORITY

15.01 SENIORITY DEFINED

- a) Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used to determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining unit wide basis.
- b) Regular employee's seniority is based on start date and is accumulated on calendar days. Service as a term employee prior to posting into a regular position shall be based on a cumulative length of terms based on a calendar year calculation.

15.02 SENIORITY LIST

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

15.03 PROBATION FOR NEWLY HIRED EMPLOYEES

- a) All new permanent, temporary, seasonal, and casual employees shall be hired on probation. The probation period shall be sixty (60) worked days or four (4) calendar months, whichever is the lesser, from the date of hiring. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, except where specifically excluded. After completion of the probationary period, seniority shall be effective from the original date of employment.
- b) A newly hired employee may be discharged without notice during the probationary period if the Employer determines that the employee is unsuitable for employment in the position. Any extension shall be subject to mutual agreement by the Parties.
- c) Probationary employees shall be paid at 90% of the starting rate of pay established for the position. After successful completion of the probationary period, the employee shall be paid the full rate of pay established for the position.

- d) Employees who have been hired by the Employer for a specific term and return to the employ of the Employer within twelve (12) months to a similar position shall not be required to complete the probation period.

15.04 LOSS OF SENIORITY

- a) An employee shall not lose, and shall continue to accrue, seniority if absent from work because of sickness, disability, accident, layoff or leave approved by the Employer.
- b) An employee shall only lose seniority for the following reasons:
 - 1) The employee is discharged for just cause and not reinstated;
 - 2) For failing to return or respond to a recall from layoff within forty-eight (48) hours after receiving notice to do so, unless through sickness or other just cause;
 - 3) If laid off and not recalled for a period equal to twelve (12) months;
 - 4) If the employee resigns;
 - 5) If the employee accepts severance pay; or,
 - 6) If the employee fails to report to work for three consecutive days without notifications unless through sickness or other just cause.

15.05 APPOINTMENT OUTSIDE OF THE BARGAINING UNIT

No employee shall be transferred to a position outside of the bargaining unit without his/her consent. An employee appointed to an excluded position shall have their seniority date frozen at the time of appointment. The Employer agrees to post and fill the temporary vacancy for up to six months.

An employee appointed to a position outside the bargaining unit, within six (6) months worked of being so appointed, can choose to return or can be returned to the position held in the bargaining unit. In such 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 as any employees who may have been hired shall be terminated without notice.

If the employee stays in the excluded position after six (6) months, the employee's seniority within the bargaining unit shall be lost.

ARTICLE 16 – PROMOTION AND STAFF CHANGES

16.01 JOB POSTINGS

When a vacancy or a new position of a permanent nature is to be filled, the Employer shall notify the Union in writing, and post notice of the position on the Union bulletin boards for a minimum of one week so that all members will know about the position. The Employer agrees that before applications are considered for any such vacancy or position, applications from regular employees of the Employer shall first be considered.

16.02 TEMPORARY SEASONAL VACANCIES

Temporary, Seasonal vacancies exceeding two (2) calendar months will also be posted unless otherwise mutually agreed. (Notwithstanding Seasonal Employee LOU#4 item (d))

16.03 INFORMATION IN POSTINGS

Such notice shall contain an up-to-date Job Description with the following information:

- 1) Nature of position;
- 2) Qualifications;
- 3) Required knowledge and education;
- 4) Skills;
- 5) Shift;
- 6) Hours of work; and
- 7) Wage or salary rate or range.

Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

16.04 ROLE OF SENIORITY AND PROMOTIONS, TRANSFERS AND STAFF CHANGES

- a) In making promotions, transfers or filling vacancies, the skill, knowledge and ability of the applicants concerned shall be the primary consideration. Where such qualifications are relatively equal, seniority shall be the determining factor.
- b) Regarding minimum and preferred qualifications, both Parties agree to a training and education policy for all bargaining unit employees that states: where training is limited, the successful applicants for training programs will be selected on the following basis:
 - 1) Incumbent in the position; and,
 - 2) By length of service with the Employer.
- c) Employees on leave for less than twenty (20) working days, without knowledge of a job posting, will be given 5 working days from the date they return to work to apply for a job posting made during the employee's absence.

16.05 TRIAL PERIOD

- a) The successful applicant shall be notified within one (1) week of the Employer making its selection. The successful applicant shall be given a trial period of sixty (60) worked days. The Employer shall not curtail the trial period without just or reasonable cause, before it has run its full course. Conditional upon satisfactory service, the employee shall be deemed regular or term, as is appropriate, after the period of sixty (60) worked days.
- b) In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, the employee shall be returned to their former position, wage or salary rate or status without loss of seniority. Any other employee promoted or transferred because of the rearrangement of position shall also be returned to their former position, wage or salary rate or status, without loss of seniority.
- c) The trial period may be extended by mutual agreement of the Parties.

16.06 NOTIFICATION TO EMPLOYEE AND UNION

Within seven (7) calendar days of the date of appointment of a vacant position, the Union shall be advised in writing and all applicants shall be advised of the successful applicant.

16.07 PROMOTIONS REQUIRING HIGHER QUALIFICATIONS

If no employee is appointed to a vacancy in accordance with Article 16.04, then serious consideration for promotion will be given to the applicant with the greatest seniority who does not possess the required qualifications but is preparing for qualification prior to filling the vacancy. If granted the job, the employee will be given an opportunity to qualify within a reasonable trial period. If the qualifications are not met within this time, the employee shall revert to their former position. An employee who has been offered an opportunity under this clause will not be paid at the salary for the position until the qualifications are met in accordance with Article 16.03.

ARTICLE 17 – LAYOFFS

17.01 DEFINITION OF LAYOFF

A layoff shall be defined as a reduction in the workforce or a reduction in the hours of regular employees.

17.02 ROLE OF SENIORITY IN LAYOFFS

Both Parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified and capable of immediately performing the work of the employee with less seniority. An employee shall only have the right to bump up provided they possess the skill, knowledge, and ability to perform the job and qualifications as per the job description.

17.03 RECALL RIGHTS

For twelve (12) consecutive months from their date of their layoff, seniority-rated employees on layoff shall be recalled in order of their seniority before new employees are hired, provided the employee to be recalled is qualified and capable of immediately performing the work in question. After the expiry of this twelve (12) month recall period, the employee's right to recall shall be lost and his/her employment is deemed terminated.

An employee may elect to give up recall rights in favour of receiving severance pay in accordance with the Employment Standards Act. The Employer will advise the Union prior to finalizing the employee's option.

17.04 NO NEW EMPLOYEES

No new employee shall be hired until those laid off have been given an opportunity of recall.

17.05 ADVANCE NOTICE OF LAYOFF

Unless legislation is more favourable to permanent or permanent part-time employees, the Employer shall notify employees who are to be laid off fourteen (14) calendar days prior to the effective day of layoff. If the employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which the work was not made available.

17.06 GRIEVANCES ON LAYOFFS AND RECALLS

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

ARTICLE 18 – HOURS OF WORK

18.01 HOURS OF WORK

a) **Permanent Full-Time Employees (Administration, Parks & Recreation and Public Works)**

Eight (8) hours between the hours of 8:00 am and 4:30 pm with one-half (1/2) hour off for lunch (unpaid).

Permanent Part-Time Employees (Administration, Parks & Recreation and Public Works)

A minimum of four (4) consecutive hours per day on a scheduled part-time basis, to be determined by the Employer, between the hours of 8:00 am and 4:30 pm.
The work week is Monday to Friday.

The above days and hours of work may be changed by mutual agreement.

b) **Inside Employees – Recreation**

Maximum of eight (8) hours and a minimum of four (4) hours between the hours of 8:00 am and 8:00 pm with one-half (1/2) hour off for lunch (unpaid), no split shifts.

The work week is Sunday to Saturday.

The above days and hours of work may be changed by mutual agreement.

c) **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 mutual agreement of the Union and the Employer. Alternative working schedules including compressed work week may be implemented with mutual agreement between the employee and the Employer.

18.02 EMPLOYEE REST PERIODS

- a) All employees shall be permitted a fifteen (15) minute rest period both in the first half and the second half of the normal workday.
- b) Provided operational requirements permit, employees shall receive a one-half (1/2) hour unpaid meal break during the shift at a mutually agreeable time for shifts of five (5) or more hours duration. When operational requirements do not permit, such employees shall take lunch at their workstation which shall be considered part of their normal paid workday. Should it be necessary to extend the shift beyond the regular duration as a result of working through lunch, overtime provisions shall apply.

ARTICLE 19 – OVERTIME

19.01 OVERTIME ELIGIBILITY

- a) Overtime must be authorized by the Employer in advance.
- b) Overtime shall be paid when an employee works in excess of the full-time hours in one day or the full-time hours in one week.

19.02 OVERTIME RATES

- a) Overtime will be paid at the rate of time and one-half (1 1/2x) for every hour worked over the full-time hours in one day and double time (2x) for every hour worked over eleven (11) hours in one day.
- b) Unless otherwise provided in this Agreement, an employee shall be paid at the rate of time and one-half (1 1/2x) for every hour worked in excess of forty (40) hours per week and at double (2x) time for every hour worked in excess of forty eight (48) hours per week.

19.03 MEAL ALLOWANCES AND BREAKS

Where an employee is required to work overtime of three (3) hours consecutive and contiguous with a regular daily shift, the employee shall be paid a meal allowance in the amount of twenty-three dollars (\$23.00). After four (4) consecutive hours of overtime work, the Employer will provide a one-half (1/2) hour meal break with pay.

19.04 NO LAYOFF FOR OVERTIME

An employee shall not be required to layoff during regular hours to equalize any overtime worked.

19.05 SHARING OF OVERTIME, CALL OUT AND STANDBY

Overtime, call out and standby shall be divided equally between employees who are willing and qualified to perform the available work. No employee shall be required to work overtime against their wishes when other qualified employees are available to perform the required work.

19.06 OVERTIME ACCUMULATION

- a) Employees shall be allowed to continuously accumulate up to a maximum of two (2) weeks of overtime from January 1 to December 31 of any year.
- b) Time off may be scheduled at any time mutually convenient to the employee and the Employer.

19.07 OVERTIME WORKED ON AN EMPLOYEE'S DAY OFF

Overtime work on an employee's first day off shall be paid at the rate of time and one-half (1 1/2x). Overtime work on an employee's second day off shall be paid at the rate of double time (2x) providing that the employee has worked the first day off.

19.08 CALL OUT

- a) A call out occurs when an employee, who has completed the regularly scheduled full-time hours in a work day or a work week, as applicable, and has left the work place, is required by the Employer to return to work.
- b) An employee, who is called out to work (as defined above) shall be paid a minimum of two (2) hours at the applicable overtime rate.

19.09 STANDBY

- a) An employee is on standby when he/she has completed the regularly scheduled full-time hours in a work day or a work week and is required by the Employer to remain immediately available for work during his/her off-duty time. Standby employees are required to be ready and able to return to work during their standby period and they must remain immediately available by telephone contact, radio or paging device.
- b) Employees required to be on standby shall be paid one and one-half (1.5) hours per day standby pay at regular rates, which may be banked under Article 19.06.
- c) When a standby employee is required to return to work during the standby period, he/she shall be paid a minimum of two (2) hours at the applicable overtime rate.
- d) All Public Works employees are required to share weekly standby duty in an equitable fashion and they must remain available to report for work within one (1) hour of being contacted when they are on standby (this includes Foreman; Assistant Foreman if applicable; Utility Operator; Public Works labourer and/or any other Public Works position created during the course of the Agreement.)

ARTICLE 20 – PAID HOLIDAYS**20.01 ENTITLEMENT**

- a) Regular employees shall be entitled to the following holidays with pay:
 - New Years Day
 - Family Day
 - Good Friday
 - Easter Monday
 - Victoria Day
 - Canada Day
 - BC Day
 - Labour Day
 - National Day for Truth and Reconciliation
 - Thanksgiving Day
 - Remembrance Day
 - Christmas Day
 - Boxing Day
 - and any other day proclaimed by the Federal, Provincial or Municipal governments as a statutory holiday.

20.02 ON A DAY OF REST

When a general holiday falls on a regular employee's day of rest, the Employer shall give entitled employees a day off in lieu with pay.

20.03 PAY WHEN WORKING

- a) If any regular employee is authorized to work on a general holiday, the employee shall be given another day off in lieu with pay. As well, the employee shall be paid for hours worked on the general holiday at the rate of one and one-half times (1 1/2x) the employee’s basic rate or in accordance with the *Employment Standards Act*, whichever is greater.
- b) Temporary employees who work on a general holiday shall be given another day off in lieu with pay. As well, the employee shall be paid for hours worked at the rate of one and one-half times (1 1/2x) the employee’s basic rate or in accordance with the *Employment Standards Act*, whichever is greater.

20.04 CHRISTMAS CLOSURE

If and when the Employer closes part or all of its operations over the Christmas season, affected employees may elect to use banked overtime or vacation time during the closure period. Employees who do not use overtime or vacation time shall have the option of unpaid leave. If the employee has insufficient banked overtime or vacation time, they may access future vacation time up to five (5) days. Employees who choose unpaid leave shall have their benefits continued.

ARTICLE 21 – VACATIONS

21.01 USE OF VACATION TIME

Except as hereinafter provided, the provisions of the *Employment Standards Act* shall apply for the purposes of annual vacation entitlement under this Agreement.

- a) Vacation entitlement for regular employees shall be as follows:

• During the first calendar year	two (2) weeks pro-rated
• During the second to fifth calendar year	three (3) weeks
• During the sixth to tenth calendar years	four (4) weeks
• During eleventh to fifteenth calendar	five (5) weeks
• During the Sixteen to Twentieth calendar years	six (6) weeks
• During the Twenty-First Calendar Year, (1) Additional Day and 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-rated basis in accord with the above	

- b) An employee shall accrue but shall not be entitled to take vacation time until the completion of the first three (3) months of continuous employment or completion of the probationary period, whichever is shorter.
- c) Employees shall endeavor to use their vacation entitlement within the year and vacations will be scheduled during time periods mutually agreed with the Employer.

- d) Employees will have the option of being able to bank up to two (2) weeks per year of their annual vacation entitlement. Banked vacation time must be taken in time off and shall not be paid out in cash. Additional time may be banked with the agreement of the Employer provided that no more than a total of three (3) weeks may be banked.
- e) Preference in the selection of vacation periods will be on the basis of seniority, with inside and outside workers considered separately, provided the Employer is advised of the selection by March 1st, for the period of April 1 through March 31 annually. The Employer shall notify employees by March 15th regarding the approval of such requests. Vacation requests submitted after March 1st shall be on a first come basis. The Employer shall notify the employee if their vacation request is authorized as soon as possible. Should the request be refused, it shall be for just cause.

21.02 COMPENSATION FOR HOLIDAYS FALLING WITHIN VACATION SCHEDULE

If a paid holiday falls or is observed during an employee's vacation, the employee shall be allowed an additional vacation day with pay at a time mutually agreed upon by the Parties.

21.03 VACATION ACCRUAL WHILE ON WCB

- a) Any time lost while an employee is receiving Workers' Compensation benefits through the Employer under Article 26.06 shall be included as though they were days worked for the purpose of calculating annual vacation entitlement. If an employee receives WCB benefits directly from the WCB, during such absences, after six (6) months, vacation entitlement will not accrue.
- b) Employees on a Graduated Return to Work Program shall accrue vacation from the day of commencement of the program on a pro-rated basis.

21.04 PAYMENT UPON TERMINATION

Employees shall be paid for any unused but earned vacation entitlement if the employee's employment is terminated during their vacation year.

21.05 SCHEDULE OF VACATION

Vacation schedules shall not be changed without the consent of the affected employees.

21.06 ILLNESS DURING VACATION

An employee on vacation leave who attends hospital for treatment due to serious illness or injury, may have such days restored to vacation leave credit and take them as another mutually agreed time, provided sick leave credits are available and used. Proof of illness as per Article 22.02 may be required.

ARTICLE 22 – SICK LEAVE

22.01 ENTITLEMENT

- a) Subject to the terms of this Agreement, eligible employees shall be entitled to accrue sick leave credits at the rate of one and one-half (1 ½) days per month to a maximum of one hundred and twenty (120) days.
- b) This does not apply where the employee is receiving compensation from the Workers' Compensation Board in excess of six (6) months.

- c) This doesn't apply where the employee is on any unpaid leave of absence in excess of ninety (90) days.
- d) Employees on a Graduated Return to Work Program shall accrue sick leave from the day of commencement of the program on a pro-rated basis.

22.02 PROOF OF ILLNESS

- a) The Employer may request a certificate from a qualified medical practitioner confirming the illness, accident or disability.
- b) The Employer may request a certificate upon an employee's return ensuring the affected employee is fit and capable of performing the duties pertaining to the job.
- c) The Employer shall pay for any costs in obtaining the certificate(s). If the employee does not co-operate in obtaining the certificate(s), then the employee shall not be entitled to use sick leave credits for the period of time away from work.

22.03 RATE OF PAY

The rate paid for sick leave shall be the employee's regular classified rate of pay on the day he or she commences sick leave.

22.04 ALTERNATE USE OF SICK LEAVE

Provided the necessary sick leave credits are available, employees may use up to six (6) days of their annual sick leave entitlement per year for any combination of the following circumstances.

- a) Personal medical health, dental and prenatal care that cannot be scheduled outside of normal working hours in Ucluelet, or otherwise not provided in Ucluelet.

An employee shall provide the Employer with at least five (5) days notice where possible.
- b) Caring for a dependent child, spouse or the employee's aged and infirm parents.
- c) Compassionate reasons due to life threatening or potentially life threatening illness in the immediate family, as defined in Article 23.09.
- d) The CAO or designate may grant use of banked sick time when the Employer believes in its discretion that the circumstances for the request is warranted.

22.05 ABUSE OF SICK LEAVE

Any employee who abuses the principle of this Article may be subject to discipline.

ARTICLE 23 – LEAVE OF ABSENCE

23.01 PUBLIC OR UNION LEAVE

- a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence so that an employee may be a candidate in federal, provincial or school board elections, without loss of benefits, provided the insurer agrees that the employee will pay the premiums.
- b) An employee who is elected to public office shall be allowed leave of absence without pay or benefits but without loss of seniority during their term of office, so long as seniority does not accrue during the leave.
- c) 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 a leave of absence without pay or benefits but without loss of seniority for a period of one (1) year. Such leave may be reviewed each year, on request during their term of office.

23.02 PAY DURING LEAVE OF ABSENCE FOR UNION WORK OR CONVENTION

An employee shall receive the pay and benefits provided in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Employer for all pay and benefits costs of the Employer during the leave of absence.

23.03 PALL BEARERS LEAVE

One-half (1/2) day leave shall be granted without loss of salary, wages, or benefits to attend as a pallbearer.

23.04 PREGNANCY LEAVE

(1) A pregnant employee who requests leave under this subsection is entitled to up to 18 consecutive weeks of unpaid leave, or such longer period as mutually agreed between the employee and Employer, which must be taken during the period that begins

- a) no earlier than 13 weeks before the expected birth date, and
- b) no later than the actual birth date

and ends no later than 18 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 18 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 18 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 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 6 weeks after that date.

(3) An employee who requests leave under this subsection is entitled to up to 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 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 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.

(6) Adoption Leave

Upon request, an employee shall be granted an unpaid leave of absence for up to eighteen (18) weeks following the adoption of a child. The employee shall furnish proof of adoption. Such employee shall also be entitled to Parental Leave, pursuant to Article 23.05.

When both parents are employees of the Employer, the total period of adoption leave to be taken by either or both parents is eighteen (18) weeks. The parents shall decide the periods which either or both of them will take the leave, subject to the agreement of the Employer.

23.05 PARENTAL LEAVE

(1) An employee who requests leave under paragraph (a), (b), or (c) of this subsection is entitled to,

- a) for a parent who takes leave under Article 23.04 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 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 Article 23.04,
- b) for a parent, other than an adopting parent who does not take leave under Article 23.04 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 with 78 weeks after the birth of the child or children,
- c) for an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 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 request leave under this subsection is entitled to up to an additional 6 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 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 Article 23.04 and this section is limited to 78 weeks plus any additional leave the employee is entitled to Article 23.04 (3) or subsection (2) of this Article.

23.06 EXTENDED PREGNANCY/PARENTAL LEAVE

Upon written request at least twenty (20) working days prior to the expiration of Pregnancy Leave and/or Parental Leave, an additional leave of absence without pay and without loss of seniority, shall be granted to a maximum of twelve (12) months.

The employee may maintain health and employee benefits in accordance with the respective plans, if the employee so wishes, by payment of the costs of such benefits by the employee.

The employee returning to work after extended Pregnancy/Parental leave shall provide the Employer with at least twenty (20) working days notice.

On return from extended Pregnancy/Parental Leave, the employee shall return to the position previously held by the employee. If the former position no longer exists, the employee shall be placed in a position of similar rank and value at the same rate of pay.

23.07 PAID JURY OR COURT WITNESS DUTY LEAVE

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for traveling, meals, or other expenses. The employee will present proof of service and amount received. Time spent by an employee required to appear before any Government body, or who is subpoenaed to attend a coroner's inquest or who is required to serve as a court witness in any matter arising out of the employee's employment shall be considered as time worked at the appropriate rate of pay. This Article does not apply to an employee who is a plaintiff or defendant in a civil action, the defendant in a criminal matter or attending court as a result of activities or work unrelated to their employment.

23.08 GENERAL LEAVE

An employee shall be entitled to a leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause. Such request shall be in writing and may be approved by the Employer. Such approval shall not be withheld without just cause.

23.09 BEREAVEMENT LEAVE

An employee shall be granted compassionate leave in the case of a death occurring in the immediate family, with pay, for a period of five (5) working days. Immediate family means the father, mother, step-parents, foster parents, father-in-law, mother-in-law, spouse, step-children, children, brothers, sisters, brother's-in-law, sister's-in-law, grandparents, grandchildren, common-law spouse, and parents of the common-law spouse of the employee.

Common-law spouse as used in this Article shall mean a person who continues to and has cohabited with an employee for a period of at least one (1) year and who is publicly represented as a spouse.

The Employer may, at its sole discretion, grant additional days of paid bereavement leave when there is good and sufficient cause for so doing (such as when excessive travel is involved to attend the funeral).

23.10 EDUCATION LEAVE

- a) When an employee is required by the Employer to attend education or upgrading courses related to employment, the Employer shall cover fees and reasonable costs incurred on a pre-approved basis. The employee shall suffer no loss of his/her normal straight time pay while so doing, provided the course is only available and/or can only be taken during the employee's normally scheduled working hours and provided further that there is no eligibility for over time in such situations. Employees required by the Employer to take designated courses and/or examinations shall be eligible to receive travel expenses (transportation, food and lodging) in accordance with District policy as applied to exempt employees.
- b) When an employee, who is required by the Employer to attend education or upgrading courses related to employment, fails to successfully complete such course and the employee wishes to repeat such course, or the employee is required by the Employer to repeat such course as a condition of employment, the employee may be required to do so at his/her own expense (i.e. no cost to the Employer.) In such cases, the Employer shall at its sole discretion decide, what costs it is willing to incur, if any, to have the course in question repeated.
- c) When an employee attends a course or takes an examination, not required by the Employer under the previous paragraphs, with the advance approval of the Employer, the Employer may, at its sole discretion, reimburse the employee for some or all fees and expenses and may grant leave of absence without pay or without loss of pay.

ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES

24.01 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 shall be provided with an itemized statement of their wages, overtime, and any other supplementary pay and deductions.

The Employer may not make deductions from wages or salaries unless payment was made in error, or the deduction is authorized by statute, court order, Arbitration order, the employee or by this Agreement.

Any recovery of overpayment shall be made so as not to cause undue hardship to the employee.

24.02 PAY FOR WORK IN HIGHER RATED POSITION

- a) When an employee is required by the Employer to perform the duties of a higher rated position inside the bargaining unit, the employee shall receive the rate of the higher rated position for all time worked.
- b) The above notwithstanding, labourers shall be paid a premium of two dollars (\$2.00) per hour for each hour completed while actually operating the District's Backhoe in addition to their normal Labourer rate.

24.03 PAY ON TRANSFER OR LOWER RATED JOB

When an employee is assigned by the Employer in accordance with the terms of this Collective Agreement to a position paying a lower rate, the employee's rate shall not be reduced.

24.04 VACATION PAY

An employee may upon giving at least three (3) days notice, receive on the last office day preceding commencement of their annual vacation, any pay to which the employee may be entitled.

24.05 PREMIUM PAY

Unless it is a responsibility contained in or part of the employee's existing job description, any employee shall be paid at the rate of regular pay plus two (2) dollars per hour for each hour, with a minimum of two (2) hours, when they are required to:

- a) Work in any open sanitary sewer, clean sewage pump station wet wells, sewage grit chambers, or if coming into contact with live sewage including work in the sewage lagoon pond;
- b) Use herbicides and pesticides;
- c) Work in confined spaces;
- d) Disposal of dead animals and/or do road kill cleanup;
- e) Clean toilets when it is necessary to handle raw sewage;
- f) While performing burials at the cemetery.

24.06 AUTOMOBILE ALLOWANCE

- a) The Employer shall not, as a condition of employment, require an employee to own an automobile. When transportation is required, the employee may, with the approval of the Employer, elect to use his/her own automobile at the travel rate pursuant to the Employer's Travel Policy. If an employee does not elect to use his/her own automobile, the Employer shall, when necessary, provide alternate transportation appropriate to the occasion.

- b) If the employee’s vehicle is damage through vandalism or if the employee is in an accident while performing work for the Employer, the Employer shall reimburse the employee’s insurance deductible costs up to a maximum of five hundred dollars (\$500.00) provided the employee was without fault in such accident and in the case of vandalism, the employee can prove to the Employer’s satisfaction that the damage done while using the vehicle is performing work for the Employer. Proof of insurance and receipt will be required to obtain reimbursement.

24.07 LEAD HAND

A Lead Hand is an employee designated as such by the Employer who is required to exercise limited supervisory authority over three (3) or more employees, the Lead Hand shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for each hour worked in this position.

24.08 LEVEL III FIRST AID CERTIFICATE

Where the Employer requires an employee to hold a *Level III* First Aid Certificate the employee shall be paid a premium of fifty (\$0.50) cents per hour.

24.09 WATER DISTRIBUTION AND WASTE WATER TREATMENT PREMIUMS

Employees shall be eligible for the following premiums upon achieving the applicable Water Distribution and/or Wastewater Treatment certifications:

Water Distribution Level I:	Fifty cents (\$0.50) per hour
Waste Water or Water Treatment Level I:	Fifty cents (\$0.50) per hour
Water Collections Level I:	Fifty cents (\$0.50) per hour
Chlorine Handling Certificate	Seventy-five cents (\$0.75) per hour
Waste Water Collections Level II:	One Dollar (\$1.00) per hour
Water Distribution or Treatment Level II:	One Dollar (\$1.00) per hour
Waste Water Treatment Level II:	One Dollar (\$1.00) per hour

The above premiums are accumulative.

Employees holding the above certifications, shall receive the above premiums when the employee is required by the Employer to undertake work that requires the certification.

For clarity, work undertaken on the water distribution system shall be compensated with the cumulative premiums for water distribution. Work undertaken on the wastewater system shall be compensated with the cumulative premiums for the wastewater system. Grandparent John McDiarmid.

24.10 EXHUMATIONS

An employee assigned to exhume a body or body remains at the cemetery will be paid at three times (3X) their regular rate of pay for the time actually engaged in the exhumation. The employee may refuse such an assignment.

ARTICLE 25 – JOB CLASSIFICATION AND RECLASSIFICATION

25.01 JOB DESCRIPTION

The Employer agrees to draw up and maintain current job descriptions for all positions for which the Union is the bargaining agent, except Co-operative, Grant & Program Workers (per Article 2.04). New and/or changed job descriptions shall be presented and discussed with the Union and shall be come the recognized job descriptions unless the Union presents written objection within thirty (30) days. If the Union's objections cannot be resolved, the wording to be used to describe the job required by the Employer may be subject to grievance and arbitration under this Agreement. Reference to job descriptions in the Collective Agreement is purely for information purposes. Job content remains the exclusive right of the Employer.

25.02 NO ELIMINATION OF PRESENT CLASSIFICATION

Existing classifications within the unit shall not be eliminated from Schedule "A" without the agreement with the Union. This clause does not apply where no employee has been employed in a classification for two (2) years or more.

25.03 CHANGES IN CLASSIFICATION

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change in a significant manner. When the duties of any job are changed in a significant manner, or where the Union and/or an employee feels a job is unfairly or incorrectly classified and can provide rationale, or when a new job is created or established, the rate of pay shall be subject to negotiations 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 for determination. The new rate shall be come retroactive to the time the new position was first filled by the employee or the date of change in job duties.

ARTICLE 26 – EMPLOYEE BENEFITS

26.01 PENSION

Employees shall participate in the Municipal superannuation plan as they become eligible.

26.02 BENEFITS

The Employer agrees to purchase, where available, insurance coverage for the following benefits. The Employer shall in no way be deemed the insurer if any of the following benefits become unavailable.

a) Extended Health Insurance – Premiums are 100% Employer Paid

Insurer pay eighty percent (80%) of eligible expenses after twenty-five dollars (\$25.00) deductible per year. A lifetime maximum reimbursement of two million dollars (\$2,000,000.00) per insured persons applies. Additional benefit coverage: Vision care reimbursement of one hundred percent (100%) of eligible expenses, in excess off the deductible, up to seven hundred dollars (\$700.00) and eye exams up to one hundred twenty-five dollars (\$125.00), per eligible person every two (2) calendar years.

Effective 01 January 2010, the Extended Health Benefit Plan shall be amended to include “Sunlife” type drug direct electronic claims system, provided the Employee’s share of the EI rebate has first been applied to the cost of providing medical insurance under this Section.

Effective on ratification the Employer will add licenced counselor to employee coverage. Both licenced counselor and licenced psychologist benefits shall be twelve hundred and fifty (\$1,250.00) dollars.

b) Dental Plan – Premiums are 100% Employer Paid

The insurer provides the following coverage:

PLAN A: Basic dental services – Plan pays one hundred percent (100%) of items covered such as extractions and fillings.

PLAN B: Crowns, bridges and dentures – Plan pays fifty percent (50%).

PLAN C: Orthodontic – Plan pays fifty percent (50%) of services for dependent children up to a lifetime maximum reimbursement of three thousand dollars (\$3,000) per dependent.

Coverage for dependent children under all dental plans is extended to age twenty-five (25) if the employee’s dependent is a full-time student. The annual maximum combined reimbursement on Plans A and B is three thousand dollars (\$3,000) per person.

c) Long Term Disability – Premiums Paid 100% by Employer

The Insurer pays a taxable benefit of 66 2/3% of monthly earnings to a maximum of three thousand, five hundred dollars (\$3,500) after an elimination period of 119 days. Amounts over one thousand dollars (\$1,000) require evidence of insurability.

This benefit is payable to age sixty-five (65) and is reduced by any benefits received from WCB and Canada Pension Plan by the employee or employee’s dependents.

The insurance covers total disability from the employee’s own occupation for two years and any and every occupation thereafter. This insurance covers total disability from any occupation.

d) Group Life Insurance – Premiums Paid 100% by Employer

The Insurer pays the employee’s beneficiary a sum of two times your annual earnings rounded to the next multiple of one thousand dollars (\$1,000) to a maximum of two hundred fifty thousand dollars (\$250,000). Amounts of insurance over the non-evidence maximum of fifty thousand dollars (\$50,000) require evidence of an employee’s good health before it becomes effective.

e) **Accidental Death and Dismemberment Insurance – Premiums Paid 100% by Employer**

The Insurer pays the employee's beneficiary a sum of two times (2x) the employee's annual earnings rounded to the next multiple of one thousand dollars (\$1,000) if not already a multiple of one thousand dollars (\$1,000) to a maximum of two hundred fifty thousand dollars (\$250,000) in the case of the employee's accidental death.

The Insurer pays the employee a percentage of the above amount if the accident results in loss of use or dismemberment.

f) **Dependent Life Insurance – Premiums Paid 100% by Employer**

The Insurer pays the employee a sum of five thousand dollars (\$5,000) on the death of the employee's spouse and two thousand five hundred dollars (\$2,500) on the death of a dependent child.

g) **Disputed Claims**

In the event of a disputed claim arising between an employee or eligible dependent and an underwriter of any of the foregoing benefits, the respective insurance policy shall govern and the Employer shall not be held liable and such disputes shall not be subject to the grievance procedure.

26.03 BENEFITS DURING LAYOFF

Employees on layoff shall be permitted to remain on the benefit plan but shall be responsible for paying the premiums, only if the insurance carrier agrees that benefit coverage may continue.

26.04 WORKERS' COMPENSATION PROTECTION

All employees shall be covered by the *Workers' Compensation Act*. No employee shall have their employment terminated as a result of absence from work with a compensable accident until deemed unfit to return by recognized medical practitioner.

26.05 WORKERS' COMPENSATION PAY SUPPLEMENT

- a) Employees absent from duty due to injuries received while on duty shall receive full wages during such absence. Monies from the Workers' Compensation Board shall be remitted to the Employer during that period.
- b) Accrued sick leave for the employee shall be reduced by twenty five percent (25%) of the affected employee's normal workday hours for each day of work on WCB coverage. If an employee has no accrued sick leave, WCB benefits will be paid directly to him or her but premiums for benefits except superannuation will continue.

ARTICLE 27 – HEALTH AND SAFETY

27.01 UNION-EMPLOYER HEALTH AND SAFETY COMMITTEE

A Joint Occupational Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a maximum of three (3) Union and three (3) Employer members. The Health and Safety Committee shall hold meetings and perform worksite inspections as required by the WCB Act and regulations.

Minutes shall be taken of all meetings and copies sent to the Employer and to the Union.

27.02 HEALTH AND SAFETY INFORMATION

The Employer shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary health and safety clothing, tools, equipment and protection required. These shall be maintained and replaced, when necessary, at the Employer's expense.

27.03 DISCLOSURE OF INFORMATION

The Employer shall provide the Union written information which identifies all the biological agents, compounds, substances, bi-products and physical hazards associated with the work environment. Where applicable, this information shall include, but not be restricted to, the chemical breakdown of trade name descriptions, information on known and suspected potential hazards, the maximum concentration exposure levels, precautions to be taken, symptoms, medical treatments and antidotes.

27.04 HEPATITIS “A & B” SHOTS

- a) Any employee who may be required to work on or in sewers or with raw sewages, shall have Hepatitis “A & B” shots without cost to the employee. Other employees who may be required to work in a Hepatitis hazardous area shall be eligible to receive Hepatitis “A & B” shots without cost, provided there is a real risk of exposure, and the Employer agrees in advance.
- b) The Employer will provide to the employees the option of a flu shot each year. The cost will be borne by the Employer.

27.05 RIGHT TO REFUSE OR STOP UNSAFE WORK

A member of the Health and Safety Committee shall have the right to stop any work reasonably considered unsafe or hazardous.

Every employee has the right to refuse to perform work on a job, in the workplace or to operate any equipment where the employee or a member of the Health and Safety Committee reasonably believes that it would be unsafe or unhealthy to themselves, an unborn child, co-worker or the public, or where it would be contrary to any health or safety legislation or regulation.

Provided the employee immediately informs his or her immediate supervisor of the nature of the condition giving rise to the refusal to work, there shall be no loss of pay or seniority during the period of refusal.

No employee shall be ordered or permitted to work on a job which another worker has refused in accordance with this Agreement until the matter is investigated by the Health and Safety Committee and satisfactorily settled.

27.06 INJURY PAY PROVISIONS

An employee who is injured or made sick during working hours, and is required to leave for treatment or is sent home as a result of such injury or sickness shall receive payment for the remainder of the shift at his regular rate of pay, without deduction from sick leave, unless a doctor or a nurse states that the employee is fit for further work on that shift.

27.07 TRANSPORTATION OF ACCIDENT VICTIMS

Transportation to the nearest physician or hospital for employees requiring medical care as a result of a work accident shall be at the expense of the Employer.

ARTICLE 28 – TECHNOLOGICAL CHANGE**28.01 NOTICE OF CHANGE**

The Employer will discuss proposed technological changes with the Union and will give as much notice as possible to employees affected to give them an opportunity to train to operate the new equipment or to seek other employment.

28.02 DISPLACED EMPLOYEES

An employee who is displaced from their job by virtue of technological change or improvements will be given the opportunity to fill other vacancies according to Article 17.02.

No additional employees shall be hired by the Employer which would result in an employee losing their employment until an employee already working has been notified of the proposed technological change and allowed a training period to acquire the necessary knowledge and skill for retaining their employment. If a training period exceeds sixty (60) days, the Employer and the Union shall discuss the employment of the employee including additional training, bumping rights and severance pay.

ARTICLE 29 – JOB SECURITY**29.01 CONTRACTING OUT**

The Employer shall not contract out work where it would result in the lay off or reduction of regular hours for any employee, or failure to recall an employee with recall rights, except in cases of emergency.

29.02 BARGAINING UNIT WORK

The parties agree that under normal circumstances, work that is normally performed by Union employees shall not be performed by excluded staff.

In urgent, time sensitive and unusual cases where Union staff are unavailable or other wise engaged in other priority duties, the excluded staff may be required to perform these duties.

ARTICLE 30 – PRESENT CONDITIONS AND BENEFITS

30.01 PRESENT CONDITIONS TO CONTINUE

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

30.02 APPLICABLE LAW

All provisions of this Agreement are subject to applicable laws now and hereafter in effect. If any law now existing or hereafter enacted, or if a Proclamation or regulation shall invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger or other structural change of the Employer, the entire Agreement shall not be invalidated and the existing rights and privileges of the employee shall remain in existence.

ARTICLE 31 – GENERAL CONDITIONS

31.01 BULLETIN BOARDS

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

31.02 COPIES OF AGREEMENTS

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and the employee's rights and obligations under it. For this reason the Employer shall print, at its own cost, sufficient copies of the Agreement in a Union shop within thirty (30) days of signing.

31.03 COPY OF AGENDA AND MINUTES

The Union Unit Chair and Shop Stewards shall be supplied with a copy of the Agenda for District Council meetings and the minutes from the previous Council meeting at or about the same time as they are made available to Council members.

31.04 PLURAL OR FEMININE TERMS MAY APPLY

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

31.05 CLOTHING ALLOWANCE

Clothing allowance and protective clothing shall be provided as follows:

- a) Hip waders, rain gear, hard hats, overalls, gloves, rubber boots, safety vests, and other personal safety gear shall be supplied to employees working outside, as reasonably required with the prior approval of the Chief Administrative Officer or designate;
- b) Safety footwear – the Employer will reimburse Regular employees a maximum of two hundred and twenty-five (\$225) per year towards the cost of WSBC approved footwear for work. All employees must provide sales receipts to the Employer and be actively at work at the time of purchase. This reimbursement may be cumulative so that the employee may purchase approved footwear every two (2) years.

- c) Clothing provided under Clauses a) and b) of this Article shall remain the property of the Employer.

31.06 TRAINING AND TRAVEL ON MUNICIPAL BUSINESS

Upon successful completion of Employer approved job-related upgrading courses, employees shall be reimbursed for:

- a) Any wages lost for regular hours away from the job;
- b) Course registration and material costs;
- c) Mileage costs for use of personal vehicle in accordance with Article 24.06 (automobile allowance);
- d) Meal expenses in accordance with District policy as applied to exempt employees unless meals are provided;
- e) Airfare (economy only), accommodations, ferry, taxi, parking and extraordinary expenses paid;
- f) Receipts pertaining to expenses under b) and e) above must be provided to the Employer before employees will receive reimbursement.

31.07 DAY TRAVEL ON MUNICIPAL BUSINESS PER DIEM

Employees who, in the discharge of their duties, are required to be absent from the municipality during their normal working hours and the absence extends over a meal break, will be paid a per diem as applied to exempt employees unless meals are provided.

31.08 COMMUNICATIONS TO UNION MEMBERS

Union Representatives shall be entitled to distribute Union literature and convene Union meeting on Employer premise during non-working hours subject to availability.

31.09 VIDEO SURVEILLANCE

Employees will be made aware of all surveillance conducted by the Employer. Employees will be made aware of all Employer vehicles with GPS. The primary purpose of video surveillance monitoring is for the protection of persons and property.

ARTICLE 32 – TERM OF AGREEMENT

32.01 DURATION

This Agreement shall be binding and remain in effect from January 1, 2024 to December 31, 2026 and shall continue from year to year thereafter until a new Agreement is reached as provided for in the statutes of the Province of British Columbia.

32.02 CHANGES IN AGREEMENT

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

32.03 NOTICE TO COMMENCE BARGAINING

Either party desiring to commence collective bargaining with respect to this Agreement shall, not sooner than one hundred and twenty (120) days prior to the termination date of this Agreement, give notice to the other party of the changes proposed.

Dated at Ucluelet this 16th day of MARCH 2026.


DISTRICT OF UCLUELET

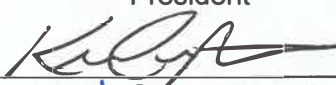



Mayor


Chief Administrative Officer


CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 118



President


Secretary


Chairperson, Local 118, Ucluelet

RO/cf 

SCHEDULE “A”

HOURLY WAGE RATES

CUPE LOCAL 118 AND DISTRICT OF UCLUELET

	01-Jan-24	01-Jan-25	01-Jan-26
Wage Increase	\$1.55	\$1.30	\$1.18
Classifications			
Administration Clerk	\$30.34	\$31.64	\$32.82
Assistant Foreman	\$35.41	\$36.71	\$37.89
Bylaw Ambassador	\$28.47	\$29.77	\$30.95
Bylaw Enforcement Officer	\$40.58	\$41.88	\$43.06
Building Inspector	\$40.58	\$41.88	\$43.06
Finance/Administration Clerk	\$30.34	\$31.64	\$32.82
Foreman	\$38.29	\$39.59	\$40.77
Groundskeeper - Parks	\$31.70	\$33.00	\$34.18
Janitorial/Labourer	\$28.47	\$29.77	\$30.95
Labourer Parks	\$28.47	\$29.77	\$30.95
Labourer Public Works	\$28.47	\$29.77	\$30.95
Municipal Inspector	\$43.37	\$44.67	\$45.85
Planner	\$42.00	\$43.30	\$44.48
Planning Assistant	\$35.59	\$36.89	\$38.07
Recreation Administration Coordinator	\$34.51	\$35.81	\$36.99
Recreation Assistant	\$30.34	\$31.64	\$32.82
Recreation Programmer	\$38.29	\$39.59	\$40.77
Senior Finance Administration Clerk	\$34.52	\$35.82	\$37.00
Trails Maintenance Worker	\$28.47	\$29.77	\$30.95
Utilities Operator	\$32.63	\$33.93	\$35.11

Probationary employees are paid at 90% of the scheduled rates.

- See applicable Letters of Understanding

LOU #16 - Form a Joint Union/Employer Job Review Committee

- January 1, 2025 - .5% - dedicated to LOU #16
- January 1, 2026 - .25% - dedicated to LOU #16

CO-OPERATIVE, GRANT & PROGRAM WORKERS (PER ARTICLE 2.04):

Program Workers	01-Jan-24	01-Jan-25	01-Jan-26
Wage Increase	\$1.55/Hr	\$1.30/Hr	\$1.18/Hr
Student - Post Secondary	\$21.34	\$22.64	\$23.82
Student - Secondary School	\$18.30	\$19.60	\$20.78

LETTER OF UNDERSTANDING #1

between

District of Ucluelet

and

CUPE Local 118

RE: INDEMNIFICATION POLICY

The Employer shall indemnify employees, in accordance with the following provisions from damages and legal costs incurred by them as a direct result of the ordinary and proper performance of their duties.

1. **CIVIL ACTIONS**

Except where there has been flagrant or willful negligence on the employee's part, the Employer shall:

- a) not seek indemnity against an employee whose actions in the ordinary and proper performance of his/her duties results in a civil judgment against the Employer.
- b) pay any civil judgement against an Employer arising out of the ordinary and proper performance of his/her duties.
- c) Provide legal counsel to the employee (and instruct such counsel if appropriate and if it so desires) in the defense of a civil action involving the employee that arises out of the ordinary discretion, pay the legal fees of counsel chosen by the employee.

2. **CRIMINAL ACTIONS**

- a) Where an employee is charged with a criminal offence directly and solely resulting from the ordinary and proper performance of his/her duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.
- b) The Employer may at its sole discretion provide for legal counsel to the employee (and instruct such counsel if appropriate and if it so desires) in the defense of any criminal proceeding involving the employee that arises out of the ordinary and proper performance of his/her duties, or the Employer may at its sole discretion pay the legal fees of counsel chosen by the employee.

3. **NOTIFICATION**

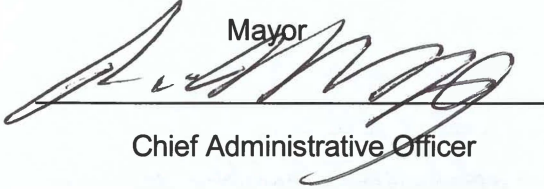
In order for an employee to be eligible for the above provisions and in order for the above provisions to be binding on the Employer, the employee must notify the Employer immediately, in writing, of any incident or course of events that may lead to legal action against him/her, or when he/she first becomes aware that there is a possibility of such action arising.

Dated this 16th day of MARCH 2026.

DISTRICT OF UCLUELET



Mayor



Chief Administrative Officer

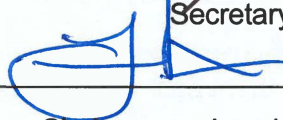
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 118



President



Secretary



Chairperson, Local 118, Ucluelet

LETTER OF UNDERSTANDING #2

between

District of Ucluelet

and

CUPE Local 118

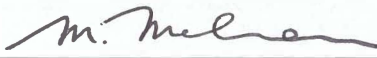
RE: JOB DESCRIPTIONS

All new and revised job descriptions currently and in the future being drafted will be provided to the Union for information as soon as practical.

Dated this 16th day of march 2026.

DISTRICT OF UCLUELET

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 118**





Mayor


President





Chief Administrative Officer

Secretary



Chairperson, Local 118, Ucluelet

LETTER OF UNDERSTANDING #3

between

District of Ucluelet

and

CUPE Local 118

RE: ON JOB TRAINING

The Employer shall maintain a system of 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.

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. Opportunities for training shall be allocated according to a combination of skill, potential for advancement and length of service.

Dated this 16th day of MARCH 2026.

DISTRICT OF UCLUELET

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 118**





Mayor

President





Chief Administrative Officer

Secretary



Chairperson, Local 118, Ucluelet

LETTER OF UNDERSTANDING #4**between****District of Ucluelet****and****CUPE Local 118****RE: SEASONAL POSITIONS**

The parties agree to establish one (1) Planning Department (Bylaw) (1) Public Works and two (2) Parks Department Seasonal position with the following conditions.

- a) Seasonal employees shall be appointed between the months of March through October through the posting process in Article 16.01.
- b) 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.
- c) Seasonal employees accrue seniority at the completion of the probationary period.
- d) Seasonal employees are subject to layoff at the end of each seasonal assignment; however, these employees shall not have the right to bump. Once hired, seasonal employees shall only be recalled to the same classification assignment each season without posting.
- e) Seasonal employees are not entitled to any of the benefits and perquisites of the Agreement (e.g. vacations, statutory holidays, sick leave and the benefits provided under Article 26 & 17, etc.). Seasonal employees shall be paid twelve percent (12%) in lieu of vacations, statutory holidays and all the benefits and perquisites of this Agreement.
- f) Hours of work for Seasonal Employees:

Maximum of eight (8) hours and a minimum of four (4) hours between the hours of 6:00 am and 10:00 pm with one-half (1/2) hour off for lunch (unpaid), no split shifts. Twenty-four (24) hour notice is required for a change of schedule.

The work week is Sunday to Saturday with two (2) consecutive days off.

The above days and hours of work may be changed by mutual agreement.

Dated this 16th day of MARCH 2026.

DISTRICT OF UCLUELET



Mayor



Chief Administrative Officer

CANADIAN UNION OF PUBLIC EMPLOYEES

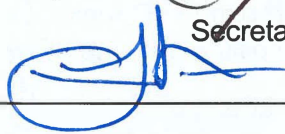
LOCAL 118



President



Secretary



Chairperson, Local 118, Ucluelet

LETTER OF UNDERSTANDING #5

between

District of Ucluelet

and

CUPE Local 118

RE: JOURNEYMAN ELECTRICIAN – PAYMENT OF WAGES

In regard to electrical work performed by an employee who holds an electrical journeyman certification, the parties agree to the following provisions:

- a) Where an employee with journeyman electrical certification is assigned to conduct electrical maintenance or repairs requiring electrical certification, the employee will be paid a premium of twelve dollars (\$12.00) per hour for each hour electrical work is completed.
- b) This premium will not apply to any position requiring electrical journeyman certification as part of a job that the Employer may create and fill in the future.

Dated this 16th day of MARCH 2026.

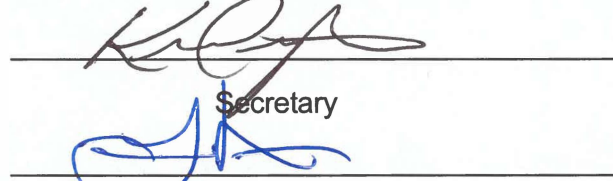
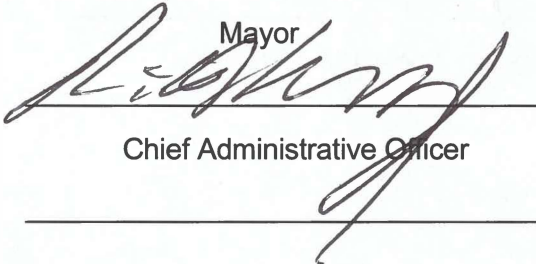
DISTRICT OF UCLUELET

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 118**



Mayor

President



Chief Administrative Officer

Secretary

Chairperson, Local 118, Ucluelet

LETTER OF UNDERSTANDING #6

Between

District of Ucluelet

and

CUPE Local 118


RE: EMERGENCY SERVICES

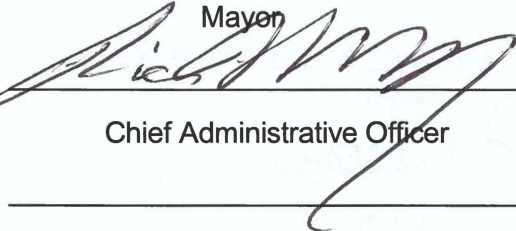
The District has a volunteer fire service of which district employees may be members.

The Employer will develop policy to ensure employees who are volunteers of the fire service, who are called out within the district jurisdiction during working hours, will have their regular wage maintained for the duration they are absent attending such fire during their regular scheduled shift. This policy will be implemented within six (6) months of ratification.

Dated this 16th day of MARCH 2026.


DISTRICT OF UCLUELET

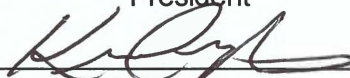



Mayor


Chief Administrative Officer

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 118**



President


Secretary


Chairperson, Local 118, Ucluelet

LETTER OF UNDERSTANDING #7

between

District of Ucluelet

and

CUPE Local 118

RE: INTERVIEWING EMPLOYEES

To uphold Article 16.04 of this agreement, the Employer agrees to interview all current employees who have applied for a posted position within the Union if they are pre-screened and meet the requirements of the posted position.

Dated this 16th day of MARCH 2026.

DISTRICT OF UCLUELET

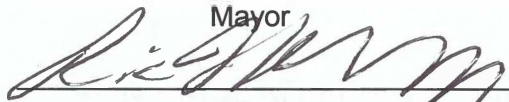
**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 118**





Mayor


President





Chief Administrative Officer

Secretary



Chairperson, Local 118, Ucluelet

LETTER OF UNDERSTANDING #8

Between

District of Ucluelet

and

CUPE Local 118

RE: LABOURER PARKS - WORK WEEK – TUESDAY TO SATURDAY

- The Employer will create a full-time Parks Labourer job classification with an adjustment on the work week.
- The hours of work for the position will be Tuesday to Saturday between the hours of 8:00 am and 4:30 pm.
- The position will be paid at a Parks Labourer rate as per the Collective Agreement.
- By mutual agreement of the Employer and employee, the position may work Monday to Friday on occasion and during the winter months.
- The position may work overtime hours in accordance with Article 19 of the Agreement.
- Limit of two (2) positions specified.

Dated this 16th day of MARCH 2026.

DISTRICT OF UCLUELET

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 118**

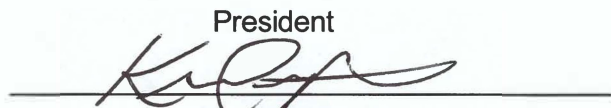




Mayor


President





Chief Administrative Officer

Secretary





Chairperson, Local 118, Ucluelet

LETTER OF UNDERSTANDING #9

Between

District of Ucluelet

and

CUPE Local 118

RE: BYLAW ENFORCEMENT OFFICER – WORK WEEK, HOURS OF WORK AND OVERTIME

- From October 1 to March 31, the work week and hours of work for this position will be Monday to Friday, 8:00 am to 4:30 pm;
- From April 1 to September 30 (the "Summer Months"), the work week and hours of work for this position will be Thursday to Monday, from either:
 - 6:30 am to 3:00 pm; or
 - 2:30 pm to 11:00 pm.
- During the Summer Months, the Bylaw Officer will be scheduled to work the same shift for at least two-week blocks of time.
- The position may work overtime hours in accordance with Article 19 of the agreement, when authorized.
- The above days and hours of work may be changed by mutual agreement.

Dated this 16th day of MARCH 2026.

DISTRICT OF UCLUELET

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 118**





Mayor

President





Chief Administrative Officer

Secretary





Chairperson, Local 118, Ucluelet

LETTER OF UNDERSTANDING #10

Between

District of Ucluelet

and

CUPE Local 118

RE: TRAIL MAINTENANCE WORKER – WORK WEEK, HOURS OF WORK AND OVERTIME

- The Employer will create a full time Trail Maintenance Worker job classification.
- The hours of work week and hours of work for this position will be Tuesday to Saturday between the hours of 8:00 am and 4:30 pm.
- The position will be paid at a Labourer rate as per the Collective Agreement.
- The position may work overtime hours in accordance with Article 19 of the Collective Agreement, when authorized.
- The above days and hours of work may be changed by mutual agreement.

Dated this 16th day of MARCH 2026.

DISTRICT OF UCLUELET

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 118**





Mayor

President

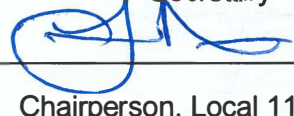




Chief Administrative Officer

Secretar...





Chairperson, Local 118, Ucluelet

LETTER OF UNDERSTANDING #11

Between

District of Ucluelet

and

CUPE Local 118

RE: MUNICIPAL INSPECTOR – WORK WEEK, HOURS OF WORK & HOURLY WAGE RATES

In regard to the Municipal Inspector, the parties agree to the following:

- a) The Employer will create a Municipal Inspector job classification.
- b) The position will be paid at the wage rate of \$40.00 per hour and that rate will increase in accordance with the annual increases specified in Schedule "A" to the Collective Agreement;
- c) The work week and hours of work for this position will be Monday to Friday, 8:00 am to 4:30 pm;
- d) The position may work overtime hours in accordance with Article 19 of the Collective Agreement; and
- e) The above days and hours of work may be changed by mutual agreement between the Union and the Employer.

Dated this 16th day of MARCH 2026.

DISTRICT OF UCLUELET

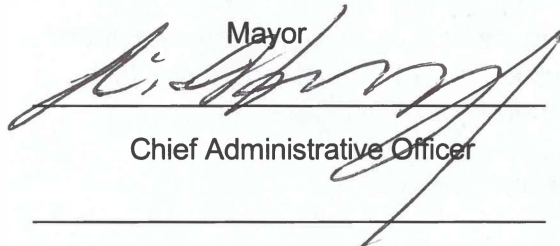
**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 118**

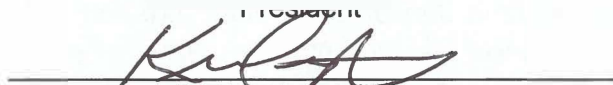




Mayor

President





Chief Administrative Officer

Secretary



Chairperson, Local 118, Ucluelet

LETTER OF UNDERSTANDING #12**Between****District of Ucluelet****and****CUPE Local 118****RE: JANITORIAL LABOURERS**

The District of Ucluelet wishes to provide Janitorial services seven days a week and CUPE Local 118 supports the District providing janitorial coverage Sunday through Saturday utilizing full time and part time positions. It is agreed to by the District and CUPE Local 118 that:

1. Hours of Work
 - a. For permanent full time janitorial employees
 - i. Shall consist of 5 consecutive days to occur between Sunday and Saturday.
 - ii. Shall consist of eight (8) hours between 6:00 am and 5:00 pm with one- half (½) hour off for lunch (unpaid).
 - b. For part time janitorial employees
 - i. Shall consist of up to a maximum of 5 days to occur between Sunday and Saturday.
 - ii. Shall consist of a minimum of four (4) consecutive hours per day on a scheduled part-time basis to be determined by the Employer, between the hours of 6:00 am and 5:00 pm.
2. Work week and schedule shall be set by the Employer at the time of hire.
3. The days and hours of work may be changed by mutual agreement between the Employer and Employee. The Employer shall advise the Union of any changes to the regular work week.
4. Part-time Janitorial Labourer position may, upon mutual agreement between the Employer and the Employee, cover vacation or sick leave for janitorial employees or to provide increased janitorial coverage as determined by the Employer.
5. Janitorial Positions shall be compensated at the Labourer rate.
6. The provisions within the Collective Agreement apply unless varied under this agreement.

Upon execution of this Letter of Understanding, Letter of Understanding titled "Janitorial Labourer Part-Time Temporary - Work Week Friday, Saturday" dated April 12, 2021, and Letter of Understanding titled "Janitorial Labourer - Work Week Thursday - Monday" dated May 27, 2020 shall be repealed.

Dated this 16th day of MARCH 2026.

DISTRICT OF UCLUELET



Mayor


Chief Administrative Officer

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 118



President


Secretary


Chairperson, Local 118, Ucluelet

LETTER OF UNDERSTANDING #13

Between

District of Ucluelet

and

CUPE Local 118

RE: PLANNER - WORK WEEK, HOURS OF WORK & HOURLY WAGE RATES

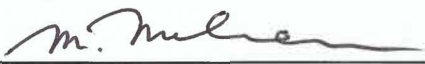
Regarding the Planner, the parties agree to the following:

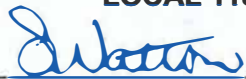
- a) The Employer will create a Planner job classification effective January 2024.
- b) The position will be paid at the wage rate of \$42.00 per hour and that rate will increase in accordance with the annual increases specified in Schedule "A" to the Collective Agreement, effective January 1, 2025;
- c) The work week and hours of work for this position will be Monday to Friday, 8:00 am to 4:30 pm;
- d) The position may work overtime hours in accordance with Article 19 of the Collective Agreement; and
- e) The above days and hours of work may be changed by mutual agreement between the Union and the Employer.

Dated this 16th day of MARCH 2026.

DISTRICT OF UCLUELET

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 118**





Mayor

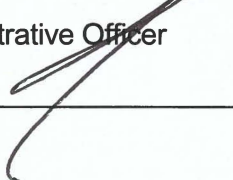
President






Chief Administrative Officer

Secretary





Chairperson, Local 118, Ucluelet

LETTER OF UNDERSTANDING #14

Between

District of Ucluelet

and

CUPE Local 118

RE: FOREMAN - PARKS AND PUBLIC WORKS - MODIFIED HOURS OF WORK

The Union and the Employer agree to modify the terms of the Collective Agreement as follows:

Article: 18.01 a) Hours of Work

Permanent Full-Time Employees (Administration, Parks & Recreation and Public Works)

The Foreman of the Public Works Department will work eight (8) hours between the hours of 7:30 am and 4:00 pm with one-half (1/2) hour off for lunch (unpaid)

This Letter of Understanding will be in effect from May 30, 2022.

Dated this 16th day of MARCH 2026.

DISTRICT OF UCLUELET

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 118**



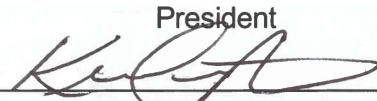
Mayor




Chief Administrative Officer



President



Secretary



Chairperson, Local 118, Ucluelet

LETTER OF UNDERSTANDING #15

Between

District of Ucluelet

and

CUPE Local 118

RE: FORM A JOINT UNION/EMPLOYER JOB REVIEW COMMITTEE

Within two (2) months of ratification the Employer will commit to form a joint Union/Employer Job Review Committee. The committee will perform a full review of all job descriptions with a view to update each description. The review will focus on actual bonified duties of each classification.

The Committee shall have two (2) Employer representatives and two (2) Union representatives. Union members of the Committee shall not lose wages or benefits as a result of the Committee work.

The review shall be complete twelve (12) months of the Committee being formed.

Dated this 16th day of MARCH 2026.

DISTRICT OF UCLUELET

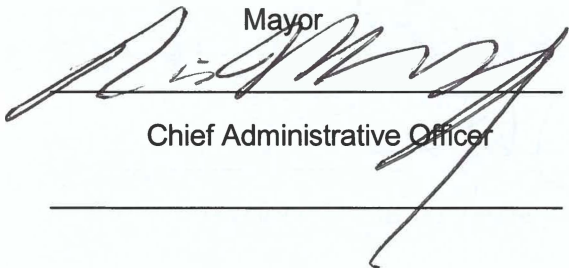
**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 118**

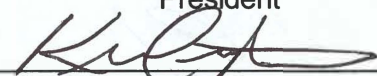




Mayor

President





Chief Administrative Officer

Secretary



Chairperson, Local 118, Ucluelet