

# **COLLECTIVE AGREEMENT**

**between**

**THE CITY OF PARKSVILLE**

(hereinafter called the "Employer")



**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 401**

(hereinafter called the "Union")



**JANUARY 1, 2023 – DECEMBER 31, 2025**



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**THIS AGREEMENT** made this first day of January 2023 to the thirty-first day of December 2025.

**BETWEEN:**

**THE CITY OF PARKSVILLE**  
(hereinafter called the "Employer")

**OF THE FIRST PART**

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401**  
(hereinafter called the "Union")

**OF THE SECOND PART**

**WHEREAS** it is the desire of both Parties to this Agreement:

1. To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union;
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions;
3. To encourage efficiency in operation;
4. To promote the morale, well-being and security of all employees in the bargaining unit of the Union;

**AND WHEREAS** it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

## **1. DEFINITIONS OF EMPLOYEE STATUS AND BENEFIT ENTITLEMENT**

### **1.01 PERMANENT FULL-TIME EMPLOYEES**

Permanent Full-time Employees are those who are regularly scheduled to work on a full-time basis of 35, 37.5, 40 or such other number of weekly hours as is recognized in the Collective Agreement as normal for a particular class of positions.

#### **Benefit Entitlement**

Permanent Full-time Employees are entitled to all benefits of this Agreement, except those specifically excluded during probation.

### **1.02 PERMANENT PART-TIME EMPLOYEES**

Permanent Part-time Employees are those regularly working a normal week consisting of less than a Permanent Full-time Employee.

#### **Benefit Entitlement**

- a) Permanent Part-time Employees with one-half or more than one-half full-time permanent hours, are entitled to all benefits of this Agreement, subject to statutory and carrier limitations except that sick leave, vacations, and statutory holidays shall be pro-rated.
- b) Permanent Part-time Employees with less than one-half full-time permanent hours shall not be entitled to health and welfare benefits (Article 24) but shall be entitled to sick leave, vacation, statutory holidays, and other benefits required by statute. Sick leave, vacations and statutory holidays shall be pro-rated.
- c) Part-time Employees who refuse full-time jobs for which they are qualified shall not have the right to bump a Permanent Full-time Employee.

### **1.03 PROBATIONARY EMPLOYEES**

Newly hired permanent, seasonal, and temporary employees, shall serve a probationary period of ninety (90) days actually worked.

#### **Benefit Entitlement**

Probationary employees shall be entitled to all rights and privileges of this Agreement as determined by their employment status except with respect to discharge, sick leave bank, and health and welfare benefits. Sick leave, vacations, and statutory holidays shall be prorated.

Probationary Employees with three (3) months or more of continuous employment are entitled to health and welfare benefits (Article 24) to the extent allowable by the carrier.

Benefits shall not be retroactive.

Permanent employees with less than three months continuous service shall receive six percent (6%) of their gross wages in lieu of benefit entitlement.

#### **1.04 ANNUAL RETURNING SEASONAL EMPLOYEES**

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

- a) Being called back to work for a specific seasonal assignment from year to year;
- b) Vacation preference when more than one Seasonal Employee requests the same vacation period;
- c) First consideration for vacancies over external applicants providing the Seasonal Employee has the skill, knowledge, and ability for the vacancy pursuant to Article 13.03.

Seasonal Employees are subject to layoff at the end of each seasonal assignment; however, these employees shall not have the right to bump Permanent Employees unless the layoff is permanent.

##### **Benefit Entitlement**

Seasonal Employees are entitled to the same benefits of this Agreement as Permanent Employees, except those specifically excluded during the probation period. Seasonal Employees shall be entitled to health and welfare benefits (Article 24) after three (3) months. At the end of each seasonal assignment, Seasonal Employees who are receiving health and welfare benefits (Article 24) shall be entitled to continue coverage subject to carrier limitations, provided that Seasonal Employees pay the full premium costs.

#### **1.05 TEMPORARY EMPLOYEES**

Temporary Employees are those who are hired on a temporary basis for a specific assignment of up to twelve (12) months duration. Such period of employment shall not be extended unless by mutual agreement between the Parties. Where either Party does not agree to extend this period, said employee shall be terminated. No employees in this category shall be hired while there are qualified Permanent Employees on layoff that are available to perform the work.

##### **Benefit Entitlement**

Temporary Employees shall be entitled to the regular wage levels and the benefits available under the Agreement except with respect to sick leave bank and health and welfare benefits (Article 24). Sick leave and statutory holidays shall be prorated.

Temporary Employees with three (3) months or more continuous employment are entitled to the health and welfare benefits (Article 24) to the extent allowable by the carrier.

Benefits shall not be retroactive. Temporary Employees shall not accrue seniority.

## **1.06 CASUAL EMPLOYEES**

Casual Employees are those who are employed at an hourly rate on an intermittent basis, to perform specific short-term or occasional functions, not to exceed thirty (30) calendar days.

### **Benefit Entitlement**

Casual Employees are entitled to the regular wage levels for their duties available under the Agreement. Casual Employees shall not accrue seniority and are not eligible for benefits under the Agreement (Articles 14, 20, 24 or any other benefits that extend payment beyond the initial period of employment).

It shall not be the intent of this Article to reduce a Casual Employee's hours solely for the purpose of reducing benefit entitlement.

## **2. MANAGEMENT RIGHTS**

**2.01** Subject to the Grievance procedure, the Union recognizes that it is the function of the Employer to exercise the regular and customary function of management and to direct the working forces of the Employer, subject to the terms of this Agreement.

### **2.02 NOT DISCRIMINATORY**

The Employer shall not exercise its rights to direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner which would deprive present employees of their employment, unless through just cause.

## **3. RECOGNITION AND NEGOTIATIONS**

### **3.01 BARGAINING UNIT**

The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all of its employees as defined by the appropriate Labour Relations Board Certification and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the Parties of this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

**3.02 NO CONFLICTING AGREEMENT**

No employee shall be required to make a written or verbal agreement with the Employer which conflicts with the provisions of this Collective Agreement.

**4. NO DISCRIMINATION**

The Union, the Employer, their officers, agents, and members hereby agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced, with respect to any person in the matter of hiring, wage rates, training, upgrading, promotion, transfer, demotion, layoff, recall, discipline, classification, or discharge by reason of age, race, creed, national origin, political affiliation, sex, or marital status, nor by reason of membership in any Labour or Management organization.

**5. UNION SECURITY**

The Employer agrees that any present employee coming within the scope of this Agreement who is a member of the Union, shall as a condition of continued employment, maintain membership in such Union in good standing. The Employer further agrees that any employee who is hereafter employed during the life of this Agreement, and who comes within the categories of employees covered by this Agreement, shall become members of the Union, and maintain membership in such Union in good standing.

**6. CHECK-OFF UNION DUES**

**6.01** The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union in accordance with its Constitution and Bylaws.

**6.02** Deductions shall be made from employees in each pay period and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a complete list of all employees from whose wages the deductions have been made and the employee status together with the amounts and the hours worked in each case. Such report shall be forwarded to the Union office in both an electronic and hard copy format. The hard copy will be considered to be the correct document of the Employer subject to any specific challenge from the Union respecting content.

**7. CORRESPONDENCE**

All correspondence between the Parties arising out of this Agreement or incidental thereto shall pass to and from the Chief Administrative Officer, or designate, and the President, AND VICE-PRESIDENT of the Union with a copy sent to the 2nd Vice-President of the Parkville Unit. Correspondence shall be forwarded to the Union office in both an electronic and hard copy format. The hard copy will be considered to be the correct document of the Employer subject to any specific challenge from the Union respecting content.

## **8. LABOUR-MANAGEMENT RELATIONS**

- 8.01** The Employer and the Union will appoint and maintain a Bargaining Committee (hereinafter referred to as the "Bargaining Committee"). The Bargaining Committee shall consist of the Labour Management Committee, together with four (4) members selected by the Union.
- 8.02** In the event of either of the Parties of the Bargaining Committee wishing to call a meeting of the Committee, the Chief Administrative Officer, or designate, of the Employer shall call the same for a suitable time not more than ten (10) working days after receipt of a request from the Party requesting such a meeting.
- 8.03** Any appointed representative of the Employer or the Union shall have the privilege of attending such meetings. The cost to the Employer shall be limited to three (3) members of the Bargaining Unit.
- 8.04** Any time an official or deputy official of the Employer deems it necessary to hold a meeting with any member(s) covered under this Agreement to discuss any Union business, the 2nd Vice-President or Shop Steward may be present, at the option of either Party.

## **9. RESOLUTIONS AND REPORTS TO COUNCIL**

Reports or recommendations dealing with matters of policy and/or conditions of employment which affect employees within the Bargaining Unit shall be forwarded to the Union, to allow the Union a reasonable opportunity to consider them, and if deemed necessary, speak to Council and/or the Employer before a decision is taken by the Employer.

## **10. GRIEVANCE PROCEDURE**

Any difference arising between the Parties concerning the application, interpretation, or alleged violation of the Collective Agreement, or any other dispute, shall be resolved without work stoppage in the following manner:

### **FIRST STEP**

The aggrieved employee(s) will submit the alleged grievance to their representative. If the Union representative considers the act complained of a grievance, they shall within five (5) working days of the alleged grievance taking place, present the grievance to the employee's department manager or designate.

The Union representative accompanied by the grievor, shall attempt to resolve the issue and failing to arrive at a mutually acceptable decision within five (5) working days of receiving the grievance will go to the Second Step.

**SECOND STEP**

The department head or designate, the Chief Administrative Officer, or their designate, and/or management supervisor will meet with the grievor, the job steward, and/or one Union representative to attempt to arrive at a mutually acceptable decision. Failing to arrive at a mutually acceptable decision, the grievance will then go to the Third Step within five (5) working days of commencing the Second Step or such time as is mutually agreed to.

**THIRD STEP**

The grievance will be reviewed by the Chief Administrative Officer, or designate, with the Union President or designate. The Chief Administrative Officer, or designate, will render a written decision within ten (10) days following the presentation of the two groups as outlined in the Second Step.

**FOURTH STEP**

If the Chief Administrative Officer, or designate, and Union President fail to reach a settlement by direct negotiations within the ten (10) days referred to in the Third Step or such longer time as is mutually agreed to, the matter shall be referred to a single, one person Arbitrator who may be appointed, if it is mutually agreeable by both Parties, failing such agreement the matter shall be referred to an Arbitration Board no later than thirty (30) days after completion of the Third Step, consisting of two (2) members and a Chairperson to be chosen in the manner following:

- a) Each Party to this Agreement shall appoint a nominee and the two (2) nominees so appointed shall appoint a Chairperson, but should they fail, the Minister of Labour of British Columbia shall be asked to appoint a Chairperson.
- b) The Arbitration Board so appointed shall then proceed to resolve the alleged grievance and shall render its decision within fifteen (15) days from the date of appointment of the Chairperson or such longer period as the Parties shall agree to, but would not exceed thirty (30) days.
- c) The decision of any two (2) members of the Board shall be the decision of the Board and shall be final and binding on the Parties.
- d) Each Party shall bear the cost of remuneration and expenses of the Arbitrator it appoints and one-half (1/2) of the remuneration and expense of the Chairperson and other expenses of the Board.

**11. DISCHARGE, SUSPENSION AND DISCIPLINE**

**11.01 WARNINGS**

Whenever an official or deputy official of the Employer deems it necessary to censure any 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 up to a required standard by a given date, the Employer shall, within seven (7) working days after such offense has been identified to or by the Employer, give written particulars of such censure to the employee involved with a copy sent concurrently to the President of the Union with a copy to the 2<sup>nd</sup> Vice-President of the Parksville Unit.

An employee shall have the right to have their steward present at any discussion with supervisory personnel where disciplinary action to the employee may result from the discussion.

Notwithstanding this Article, it is understood that where circumstances dictate, the Employer may take appropriate disciplinary action without a steward being in attendance.

A copy of the above correspondence shall be forwarded to the Union electronically and in hard copy. The hard copy will be considered to be the correct document of the Employer subject to any specific challenge from the Union respecting content.

**11.02 DISCHARGE PROCEDURE**

Any employee who has completed their probationary period, may be dismissed but only for just cause and only upon the authority of the officials of the Employer.

**11.03 CROSSING OF PICKET LINES DURING STRIKE**

No employee shall be required to cross a legal picket line except to provide emergency service or to carry out inspection.

**12. SENIORITY**

**12.01 SENIORITY DEFINED**

Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, and recall. Seniority shall operate on a bargaining-unit-wide basis.

**12.02 SENIORITY LIST**

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

**12.03** Any employee shall not lose seniority rights if absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. Any employee shall only lose seniority in the event:

- a) The employee is discharged for just cause and is not reinstated.
- b) The employee resigns.
- c) The employee is absent from work in excess of five (5) working days without notifying the Employer unless such notice was not reasonably possible.
- d) The employee fails to return to work within five (5) working days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- e) The employee is laid off for a period longer than eighteen (18) months.

**12.04 BACKDATING OF SENIORITY**

Non-permanent employees shall neither exercise nor accumulate seniority. However, those employees who are subsequently appointed to permanent employment shall, after completion of the probationary period, have their seniority defined as the total accumulative hours of service at the full-time equivalent rate as a non-permanent employee for the preceding six (6) month period, credited for purposes of seniority. Benefits shall not be retroactive. Calculation of seniority date shall be as follows:

**Step 1. Calculation of Hours:**

$$\frac{\text{Total hours worked during previous six months}}{\text{Number of full-time equivalent hours per day}}$$

**Step 2. Determination of Seniority Date:**

Subtract the number of working days calculated in Step #1 from the new start date excluding statutory holidays and weekends.

The employee's vacation entitlement as a permanent employee pursuant to Article 19.02 shall be calculated from the employee's start date as a permanent employee.

**13. PROMOTIONS AND STAFF CHANGES**

**13.01 JOB POSTINGS**

- a) Where vacancies occur or new positions of a permanent nature are created in any department included under this Agreement, notice thereof outlining the position and grade shall be posted for seven (7) consecutive calendar days in all departments of the Employer covered by this Agreement at least seven (7) calendar days prior to the appointment being made thereto, such notice to set forth therein the minimum rate of pay to apply.
- b) The posting of a vacancy or new position of a permanent nature will be made by the Employer in accordance with a) above, and not later than sixty (60) calendar days following the date on which the Employer has determined that the applicable permanent vacancy or new position is to be filled.

**13.02** The Employer further agrees that before applications are considered for any such vacancy or position, applications from permanent employees of the Employer shall be considered first.

Where a temporary or casual employee, has:

- a) Accumulated one hundred and TWENTY (120) days actually worked in the twenty-four (24) month period immediately preceding a posting; and
- b) Who has worked at least one (1) day in the TWO (2) month period immediately preceding a posting, and has applied for a position, the terms of Article 13.03 shall apply with the exception that where qualifications of an external candidate and the qualifications of a temporary or casual employee for the position applied for are relatively equal, whether the applicant is a temporary or casual employee, shall be the determining factor.

**13.03** In making promotions, transfers, or filling vacancies, the skill, knowledge, and ability of the employees concerned shall be the primary consideration. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. Where such qualifications for the position applied for are relatively equal, seniority shall be the determining factor.

**13.04 TRIAL PERIOD**

Employees promoted or awarded new positions shall be given sixty (60) days actually worked, in which to prove satisfactory. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unwilling to continue to perform the duties of the new job classification, they shall be returned to their former position, wage, or salary rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage, or salary rate, without loss of seniority. If the former position no longer exists, the employee(s) shall be returned to another position within the same previous classification.

**13.05 TEMPORARY VACANCIES**

When filling temporary vacancies exceeding three (3) months duration, the Employer will consider applications from permanent employees where operational requirements permit. Where a permanent employee is assigned to a temporary position, they shall be returned to their former position upon completion of the temporary term. Notice of such vacancies shall be by bulletin board. Resulting vacancies shall be filled at the Employer's discretion.

**14. LAYOFFS AND RECALLS**

**14.01 DEFINITION OF LAYOFF**

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

**14.02 ROLE OF SENIORITY IN LAYOFF**

Both Parties recognize that job security shall increase in proportion of length of service. Therefore, in the event of a layoff, permanent employees shall be laid off in the reverse order of their bargaining-unit-wide seniority and may bump any employee with less seniority providing the senior employee is qualified to perform the available work. The right to bump shall include the right to bump down or laterally. The Employer must be notified within five (5) days by the Union or the employee of where the bumping will occur; unless such notice is not reasonably possible. Any employee displaced by this procedure shall be entitled to the same bumping rights.

A permanent employee who has been served notice of layoff is entitled to bump any temporary employee (including at a higher rate), provided that the permanent employee subject to layoff possesses the required knowledge and skills to do the work of the temporary employee.

**14.03 ADVANCE NOTICE OF LAYOFF**

Unless legislation is more favorable to the employees, the Employer shall notify permanent employees who are to be laid off thirty (30) days prior to the effective date of layoff, or award pay in lieu thereof.

**14.04 RECALL PROCEDURE**

Employees shall be recalled in the order of their seniority, if qualified to perform the available work.

**14.05 NO NEW EMPLOYEES**

New employees shall not be hired until those laid off have been given an opportunity of recall as per Article 14.04 above.

**14.06 DESIGNATION OF CLASSIFICATION**

The Employer and the Union may agree to designate certain job classifications as open to the exercise of bumping rights by senior employees qualified to perform the work although currently occupying a lower rated classification.

**15. HOURS OF WORK**

**15.01** The working week for permanent employees shall consist of five (5) working days, Monday through Friday.

The working week for temporary/seasonal and casual employees shall consist of a maximum of any five (5) consecutive days with two (2) consecutive days off.

**15.02** A normal working day for outside employees shall commence at 7:30 a.m. and terminate at 4:00 p.m. with one-half (½) hour off for lunch, subject to change in case of emergency or necessity at the discretion of management, the SUPERVISOR, or a duly appointed assistant.

- a) CARETAKER/CUSTODIAN CLASSIFICATION HOURS/DAYS OF WORK SHALL CONSIST OF EIGHT (8) WORKING HOURS OF EITHER 3:00 P.M. – 11:30 P.M. OR 7:00 A.M. – 3:30 P.M. WITH ONE-HALF HOUR OFF FOR LUNCH. THE WORK WEEK WILL CONSIST OF A MAXIMUM OF FIVE (5) CONSECUTIVE DAYS WITH TWO (2) CONSECUTIVE DAYS OFF.

**15.03** A normal working day for inside employees shall consist of seven (7) working hours between the hours of 8:00 a.m. and 4:00 p.m. with a lunch period of one (1) hour.

**15.04** The normal working day or normal work week may be changed by mutual agreement.

**15.05** The Employer shall arrange that during each working day there shall be two (2) fifteen (15) minute rest periods for all employees.

**15.06** Flexible working schedules proposed by AN INDIVIDUAL OR a group of employees within a department, which deviate from those specified in this Agreement, shall be considered in order to meet the operating circumstances of the City. The Employer will give due consideration to changes/suggestions brought forward. The Employer retains the sole discretion in making any determination to implement any working schedule changes.

## **16. OVERTIME**

### **16.01**

- a) Overtime shall be defined as all work in excess of the applicable normal and/or regularly scheduled Work Day, or the applicable normal and/or regularly scheduled Work Week as set out in Article 15.
- b) Overtime in excess of the normal working hours shall be:  
As authorized or approved by management or their designate prior to the requirement or in the case of emergency or necessity on the following normal working day. First three hours, time and a half (1.5X); thereafter, double time (2X).
- c) When overtime is to be worked, it shall be assigned on the following basis:
  - I. Overtime that is contiguous with a regularly scheduled straight time shift shall be assigned to the employee who is scheduled to do the work or has been doing the work, as applicable.
  - II. Overtime that is not contiguous with a regularly scheduled straight time shift shall be assigned on the basis of:
    - a) The employees who hold the classification who normally perform the required function, starting with the most senior employee in that classification, provided they are immediately available.

- b) If the employees who hold the classification and who normally perform the required function are not available, then on the basis of seniority, provided that any employee being assigned overtime:
  - i) Be immediately available; and
  - ii) Has the qualifications, skills, and ability to perform the work in question.

**16.02** Except for those shifts which are normally scheduled on Saturday and/or Sunday, all work performed by employees on Saturdays after 4:30 p.m. and on Sundays shall be paid for at the rate of double time. Statutory Holidays shall be paid for at the rate of double time in addition to the Statutory Holiday pay.

**16.03** In the event any employee is called back from annual vacation for emergency duty, the employee shall be paid at the rate of double time for the number of days worked and shall also be entitled to receive the unused number of days annual vacation remaining to their credit when they were recalled for duty.

If any employee is called back for emergency duty for only one (1) day or part of any week of their annual vacation, the employee will be permitted to work the balance of that week and shall be paid double time for the number of days worked. The employee shall also be entitled to receive the unused number of days annual vacation remaining to their credit when they were called back for emergency duty.

**16.04 BANKING OF OVERTIME**

- a) The Employer shall honour all requests from employees working overtime that compensation for such overtime be in the form of time off rather than salary, at appropriate overtime rates, subject to the maintenance of efficient services and operations, and the Employer and the employee arriving at mutually satisfactory arrangements, for such time off.
- b) Accumulated overtime will be allowed to carry over into the month of JUNE of the following year and paid out at the rate earned.
- c) Any accumulated overtime EARNED IN ONE YEAR AND NOT TAKEN BY MAY 31ST of the following year will be paid out IN JUNE at the rate earned.
- d) Notwithstanding a, b, and c above, overtime hours may only be accumulated to a maximum of EIGHTY (80) hours at any one time. When an employee has accumulated EIGHTY (80) hours, all overtime worked thereafter shall then be paid out. When an employee reduces his/her bank below EIGHTY (80) hours, additional overtime hours may be banked up to the EIGHTY (80) hour maximum.

No time off will be allowed in lieu of overtime between June 1 and September 30, subject to operational requirements.

**16.05 MEAL ALLOWANCE**

An employee shall be entitled to receive a meal allowance in the amount of TWENTY-THREE (\$23.00) dollars [effective the first pay period following ratification] when:

- a) They work three (3) continuous hours of overtime contiguously with the end of a regularly scheduled straight-time shift, or
- b) They work three (3) continuous hours of additional overtime contiguously with the end of a full previously scheduled overtime shift (i.e., 7 or 8 hours as the case may be), or
- c) They are previously scheduled to work an overtime shift of less than five (5) continuous hours in duration and the overtime work in question unexpectedly continues beyond the scheduled five (5) continuous hour period, or
- d) They work three (3) continuous hours of overtime on an emergency "call-out" where no advance notice is given.
- e) Once a meal allowance has been granted, as above, and the overtime work in question continues without interruption, employees will receive another meal allowance every four (4) continuous hours of overtime worked thereafter.

Meal breaks will be unpaid.

**16.06 PROVINCIAL EMERGENCY PROGRAM**

In the case of an emergency as defined by the Provincial Emergency Program which will result in overtime work being performed by any employee of the Employer, and for which the Employer receives compensation from the Provincial Emergency Program, the compensation associated with the overtime work performed by the employee will be paid out to the employee. The employees cannot elect to bank the overtime compensation in order to be taken off in lieu at a later date.

**17. SHIFT WORK**

When additional or varying shifts are required seven and one-half (7½) hours work shall constitute a full shift for which eight (8) hours pay at regular rates will be paid, or in the case of inside workers, six and one-half (6½) hours work shall constitute a full shift for which seven (7) hours pay at regular rates will be paid.

**18. STATUTORY HOLIDAYS**

**18.01**

For the purposes of this Agreement, Statutory Holidays shall include:

- |                            |                  |
|----------------------------|------------------|
| New Year's Day             | Family Day       |
| Good Friday                | Easter Monday    |
| Victoria Day               | Canada Day       |
| British Columbia Day       | Labour Day       |
| TRUTH & RECONCILIATION DAY | Thanksgiving Day |
| Remembrance Day            | Christmas Day    |
| Boxing Day                 |                  |

All permanent and temporary full-time employees, in addition to such Special Holidays as may be declared from time to time by the Employer, Federal, or Provincial Government, shall be entitled to all Statutory Holidays with pay.

All permanent and temporary part-time employees, in addition to such Special Holidays as may be declared from time to time by the Employer, Federal or Provincial Government, shall be entitled to all Statutory Holidays on a pro-rated basis with pay.

By the nature of their employment, where any of the above named employees are required to work on a Statutory or Special Holiday, such employees shall be entitled to another normal work day off (mutually agreed to by the Employer and employee) with pay in lieu thereof. The rate of pay for Statutory Holidays will be the same as that paid on the immediately preceding working day provided however, that if an employee did not work on such preceding working day, the rate shall be in accordance with their regular classification.

**18.02**

When any of the above noted holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday where the preceding Monday is declared or proclaimed a holiday) shall be deemed to be the holiday for the purpose of this Agreement. Alternate arrangements to the above may be made by mutual agreement between the Parties.

**19. VACATIONS**

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

**19.02**

a) All permanent employees shall earn and receive annual vacation pro-rated as follows:

During the first (1 <sup>st</sup> ) through the fifth (5 <sup>th</sup> ) year of continuous service	the employee will earn three (3) weeks annual vacation at the employee's regular rate of pay or six percent (6%) of their gross earnings, whichever is greater.	The employee will be entitled to take three (3) weeks annual vacation.
Upon completion of their fifth (5 <sup>th</sup> ) year of continuous service	the employee will be awarded one (1) additional week of annual vacation.	The employee will be entitled to take this additional week during their sixth (6 <sup>th</sup> ) year of employment.
During the sixth (6 <sup>th</sup> ) through the twelfth (12 <sup>th</sup> ) year of continuous service	the employee will earn four (4) weeks annual vacation at the employee's regular rate of pay or eight percent (8%) of their gross earnings, whichever is greater.	The employee will be entitled to take four (4) weeks annual vacation.
Upon completion of their twelfth (12 <sup>th</sup> ) year of continuous service	the employee will be awarded one (1) additional week of annual vacation.	The employee will be entitled to take this additional week during their thirteenth (13 <sup>th</sup> ) year of employment.
During the thirteenth (13 <sup>th</sup> ) through the twentieth (20 <sup>th</sup> ) year of continuous service	the employee will earn five (5) weeks annual vacation at the employee's regular rate of pay or ten percent (10%) of their gross earnings, whichever is greater.	The employee will be entitled to take five (5) weeks annual vacation.
Upon completion of their twentieth (20 <sup>th</sup> ) year of continuous service	the employee will be awarded one (1) additional week of annual vacation.	The employee will be entitled to take this additional week during their twenty-first (21 <sup>st</sup> ) year of employment.
During the twenty-first (21 <sup>st</sup> ) through the twenty-fifth (25 <sup>th</sup> ) year of continuous service	the employee will earn six (6) weeks annual vacation at the employee's regular rate of pay or twelve percent (12%) of their gross earnings, whichever is greater.	The employee will be entitled to take six (6) weeks annual vacation.
Upon completion of their twenty-fifth (25 <sup>th</sup> ) year of continuous service	the employee will be awarded one (1) additional week of annual vacation.	The employee will be entitled to take this additional week during their twenty-sixth (26 <sup>th</sup> ) year of employment.
During the twenty-sixth (26 <sup>th</sup> ) and each subsequent year of continuous service	the employee will earn seven (7) weeks annual vacation at the employee's regular rate of pay or fourteen percent (14%) of their gross earnings, whichever is greater.	The employee will be entitled to take seven (7) weeks annual vacation.

- b) Employees will be encouraged to use their vacation entitlement in the current year, to be scheduled during mutually agreed time periods and only under compelling circumstances will pay out of unused vacation credits be allowed. Employees may be allowed to carry over vacation until August 31 of the second (2<sup>nd</sup>) year following the year in which the vacation was earned.

**19.03** Senior employees shall be given preference in the selection of vacation periods, provided the Employer is advised of the selection of periods by March 15. The Employer shall notify employees by the end of the first week of April regarding approval of such requests.

**19.04 UNDER/OVERPAYMENT ON TERMINATION**

On termination of an Employee, any underpayment or overpayment of vacation shall be reconciled and added or deducted from the Employee's final pay.

**20. SICK LEAVE PROVISIONS**

**20.01** All permanent employees shall be entitled to an aggregate of eighteen (18) days sick leave with pay in each calendar year to be used only where the illness or injury, which is not compensable under the "Workers' Compensation Act" of any such employee, incapacitates such employee to the extent of rendering such employee incapable of carrying out their regular employment with the Employer.

All other employees coming within the scope of this Agreement shall receive annual sick leave with pay at the rate of one and one-half (1½) days sick leave for every twenty-five (25) days on which such employee has worked in the employ of the Employer, provided that in no case shall the aggregate of such sick leave exceed eighteen (18) working days in any one calendar year.

Employees may be required by the Employer to sign a formal declaration certifying that he/she was unable to attend work as a result of the illness or disability for which sick leave is requested. As an alternative to requiring execution of this declaration, the Employer may require the employee to provide proof of illness or disability by means of a physician's certificate and in this eventuality the Employer shall bear the cost of such certificate.

**20.02** In addition to the annual sick leave to which any employee is entitled under this Article, they shall be entitled to any accumulated sick leave standing to their credit as provided in the following paragraph, provided that in any case where there is an accumulation of sick leave, any sick leave used in any calendar year shall not be taken from such accumulation until the sick leave to which the employee is entitled in respect of that year has been exhausted.

**20.03** In addition to existing sick leave credits employees shall receive one hundred percent (100%) accrual of unused sick leave allotment for their future benefit during their term of employment with the Employer up to a maximum of one hundred twenty (120) days.

**20.04** Any employee who is considered by the Labour Management Committee to be guilty of abusing the privileges of this Article may be immediately disciplined by the Employer.

**20.05** All permanent employees after completion of seven (7) years continuous service shall, upon retirement, other than voluntary severance of service or dismissal for cause, be paid a gratuity of one hundred (100%) percent of the unused balance of sick leave, if any, due them at that time, up to a maximum of sixty (60) days. In the event of death of any employee before retirement, a gratuity based on the unused balance of sick leave (maximum of 60 days) shall be paid to the employee's stated beneficiary. If no beneficiary has been established, the gratuity based on the unused balance of sick leave shall be paid to the estate.

**20.06** Except as provided below, the rate paid on sick leave shall be the employee's classified rate of pay:

- a) In the event that an employee becomes ill while working in temporary or substitution pay position, the rate of pay while on sick leave shall be the rate applicable on the last day worked prior to the sick leave. This rate shall apply only for the duration of the period that the employee would have worked in the temporary or substitution position.

**20.07 SICK LEAVE BANK**

- a) Each permanent employee shall contribute annually to the Sick Leave Bank, a sufficient number of days to maintain the Sick Leave Bank, provided that in no case shall an employee be required to contribute more than five (5) days annual sick leave in any one year nor shall the contribution collectively result in an accumulation of more than two hundred (200) days.
- b) Application for an allotment from the Sick Leave Bank may be made by a permanent employee who has suffered a major illness or who has suffered a major injury which is not compensable under the "Workers' Compensation Act" and shall be submitted to the Union Executive and shall be subject to the approval of the said Executive.
- c) No allotment from the Sick Leave Bank shall be approved unless and until the employee concerned has exhausted their entire annual and accrued sick leave allotment and their annual holidays.
- d) The number of days sick leave to be allotted from the Sick Leave Bank shall be determined by the Union Executive but shall not exceed sixty (60) working days per employee for each major illness.
- e) Employees requiring more than sixty (60) days shall provide suitable medical certification to a joint committee comprised of the Chief Administrative Officer and Union President, who will consider the request for further time. The request will be granted only upon agreement of both members of the committee.
- f) Payment of days allotted from the Sick Leave Bank shall be made in installments covering normal pay period of the employee concerned and shall be paid on the regular pay day immediately following each pay period.

**20.08** Sickness or disability resulting from an accident suffered or incurred while engaged in the carrying out of their duties shall not constitute a ground for the discharge of any employee, provided it is possible for such employee, in the opinion of a Medical Officer to, upon recovery, carry on duties in the service of the Employer and if the said Medical Officer is of the opinion that the employee is physically and mentally fit to perform the duties of such position, such employee shall continue in the position held by them prior to such sickness or accident.

**21. LEAVE OF ABSENCE**

**21.01 FOR UNION BUSINESS**

Time off with pay shall be granted to official representatives of the Union, upon application to and permission of the Chief Administrative Officer when it becomes necessary to transact Local business in connection with matters affecting the members of the Union. Up to three (3) representatives of the Union shall be permitted leave without loss of pay in order to carry on negotiations with the Employer. The Union will pay any additional bargaining representatives.

**21.02 UNION CONVENTIONS**

Leave of absence may be granted without pay upon request to the Employer, to employees elected or appointed to represent the Union at Union Conventions. Such requests will not be unreasonably withheld.

**21.03 LEAVE FOR UNION MEMBERS**

Any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office may be granted leave of absence by the Employer for a period of one (1) year. Such leave may be renewed each year during their term of office.

**21.04 COMPASSIONATE LEAVES**

**a) BEREAVEMENT LEAVE**

All employees coming within the scope of this Agreement shall be entitled to a maximum of FIVE (5) working days Bereavement Leave in case of a death in the employee's immediate family. Immediate family to include the father, mother, spouse, children, common-law spouse (as defined in the Family Relations Act), step-parents, step-children, grandchildren, brothers, sisters, grandparents, and in-laws of any employee.

An additional two (2) working days shall be granted in the event the employee is required to travel off Vancouver Island.

**b) COMPASSIONATE LEAVE**

All employees coming within the scope of this Agreement shall be entitled to a maximum of three (3) working days compassionate leave in case of a serious illness in the employee's immediate family. Immediate family to include the father, mother, spouse, children, common-law spouse (as defined in the Family Relations Act), step-parents, step-children, grandchildren, brothers, sisters, grandparents, and in-laws of any employee.

For the purposes of this Article, "serious illness" shall mean any illness or medical occurrence which either has or could reasonably be expected to imminently result in death or significant life altering incapacitation.

An additional two (2) working days shall be granted in the event the employee is required to travel off Vancouver Island.

A benefit under this clause will only be provided once per family member in any three hundred sixty-five (365) day period.

**21.05 FAMILY ILLNESS**

In the case of illness of a PARENT, child, or spouse living at the employee's home, when no one at the employee's home other than the employee can provide for the needs of such ill person(s), an employee, after notifying their manager, shall be entitled to use a maximum of five (5) accumulated sick leave days per annum to care for such ill person. The Employer reserves the right to request proof of illness from a physician.

Employees will also be allowed to use an additional five (5) days of the banked sick time provided their sick bank levels remains above the EI rebate threshold (currently seventy-five (75) days). Parties agree that should this affect EI rebates they will meet to discuss how to correct this.

**21.06 JURY PAY**

Any employee serving as juror or court witness shall sign over their jury or court witness pay to the Employer, and they shall receive from the Employer in lieu thereof, pay at their regular rate for the time which their jury or court witness pay applies.

**21.07 GENERAL LEAVE**

Leave of absence without pay may be granted to employees for good and sufficient reason upon thirty (30) days written notice, subject to operational requirements. Such leaves may be granted for periods not to exceed one (1) year in duration and can only be extended by mutual agreement.

**21.08 PREGNANCY LEAVE**

Should interpretation be required, the Employment Standards Act will be referred to.

Pregnancy leave shall cover a period up to six (6) months before or after the birth or adoption of a child. The request for such leave must be supported by a certificate of a medical practitioner. Where benefits are shared payment, the employee may elect to continue to pay their share. The employee shall be reinstated in their former position or in a comparable position with all increments, wages, and benefits to which the employee would have been entitled had the leave not been taken.

Where a doctor's certificate is provided stating that a longer period of pregnancy leave is required for health reasons, an extension up to a maximum of one (1) additional year shall be allowed. General leave may be granted where additional leave is required because of the health of the newborn child.

### **Employment During Pregnancy**

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

## **21.09 PARENTAL LEAVE**

- 1) AN EMPLOYEE WHO REQUESTS LEAVE UNDER PARAGRAPH (A), (B), OR (D) OF THIS SUBSECTION IS ENTITLED TO,
  - a) FOR A PARENT WHO TAKES LEAVE UNDER SECTION 50 OF THE EMPLOYMENT STANDARDS ACT 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 SECTION 50.
  - b) FOR A PARENT, OTHER THAN AN ADOPTING PARENT, WHO DOES NOT TAKE LEAVE UNDER SECTION 50 IN RELATION TO THE BIRTH OF THE CHILD OR CHILDREN WITH RESPECT WHOM THE PARENTAL LEAVE IS TO BE TAKEN, UP TO 62 CONSECUTIVE WEEKS OF UNPAID LEAVE, WHICH MUST BEGIN WITHIN 78 WEEKS AFTER THE BIRTH OF THE CHILD OR CHILDREN.
  - c) [REPEALED 2011-25-327(C).]
  - d) 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 REQUESTS LEAVE UNDER THIS SUBSECTION IS ENTITLED TO UP TO AN ADDITIONAL 5 CONSECUTIVE WEEKS OF UNPAID LEAVE,

BEGINNING IMMEDIATELY AFTER THE END OF THE LEAVE TAKEN UNDER SUBSECTION (1).

- 3) A REQUEST FOR LEAVE MUST:
  - a) BE GIVEN IN WRITING TO THE EMPLOYER;
  - b) IF THE REQUEST IS FOR LEAVE UNDER SUBSECTION (1) (A) OR (B), BE GIVEN TO THE EMPLOYER AT LEAST 4 WEEKS BEFORE THE EMPLOYEE PROPOSES TO BEGIN LEAVE; AND
  - c) IF REQUIRED BY THE EMPLOYER, BE ACCOMPANIED BY A MEDICAL PRACTITIONER'S CERTIFICATE OR OTHER EVIDENCE OF THE EMPLOYEE'S ENTITLEMENT TO LEAVE.
- 4) AN EMPLOYEE'S COMBINED ENTITLEMENT TO LEAVE UNDER SECTION 50 AND THIS SECTION IS LIMITED TO 78 WEEKS PLUS ANY ADDITIONAL LEAVE THE EMPLOYEE IS ENTITLED TO UNDER SECTION 50 (3) OR SUBSECTION (2) OF THIS SECTION.

#### **21.10 RETURN TO WORK**

An employee shall provide the Employer with as much notice as possible, but not less than one (1) week notice of their intention to return to work from pregnancy or parental leave.

### **22. JOB CLASSIFICATION AND RECLASSIFICATION**

**22.01** The Employer will establish job classifications in its operation and the employees appointed to each of such classifications will be paid for all time worked with the Employer while so classified, at the prevailing rate of pay for each such classification. The Employer will endeavor to maintain the number of employees assigned to each classification. A reduction in the number of employees rated in any classification will only be made in the event that the Employer considers such a reduction to be justified owing to the fact that the number of employees in such classification cannot be gainfully employed as such.

**22.02** In the event of reduction in classification the employee so affected shall have the opportunity to bump in accordance with Article 14.

**22.03** When the duties of any job are changed, or where the Employer or the Union and/or the employee feels a job is incorrectly classified, or when a new job is created or established, the rate of pay shall be reviewed, and 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. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

**22.04** The Employer will prepare and submit to the Union a job description for all present Union classifications and for any new Union classification developed during the term of this Agreement.

**22.05** The Employer will prepare and submit to the Union up to twice per year upon request by the Union, a list showing member's names, job titles, seniority dates, and rates of pay of Union members.

**23. PAYMENT OF WAGES AND ALLOWANCES**

**23.01** When any employee is sent to perform duties contracted for by the Employer, they shall be paid the Union rate in classification.

**23.02 ON CALL PAY**

Employees required to work on "callout" shall be paid for (4) hours at regular rates of pay or the actual time worked at applicable overtime rates, whichever is greater. Time will start when the pager is activated. If called more than once during the four (4) hours, only one callout will be paid. After four (4) hours have expired from the first callout, the four (4) hour minimum will again apply.

**23.03 STANDBY FOR CALLOUT (PAGER PAY)**

For every eight (8) hours or portion thereof, one (1) hours pay at the employee's classified rate.

An Employee who is designated to be on standby for callout (Pager Pay) (Article 23.03) will have first priority in attending to a workplace issue for which the employee is contacted which occurs while the employee is on standby for callout where the employee is qualified to perform the work.

**23.04 "DIRTY WORK" BONUS**

A premium shall be paid as applicable to employees engaged in:

- a) Working on operational Sanitary Sewers ..... \$1.00

**23.05 RATE FOR CHARGEHAND**

A premium of \$0.50 per hour shall be paid to any worker appointed to this position by the SUPERVISOR to supervise three (3) to five (5) employees.

**23.06 WAGE SCHEDULES**

The wages and salaries set out in the Pay Schedule attached hereto and forming part of this Agreement are basic rates. The Employer may, solely at their own discretion when making a new appointment or promotion, make allowance for special ability or previous experience by fixing the starting salary at any step of the particular classification in which the appointment is being made.

The Employer may also make such increase to wages and salaries as it deems necessary without affecting the basic rates, to reward special merit, fitness, or ability.

**23.07 ACTING PAY**

When an employee is required by an official of the Employer to perform the duties of any higher classification to that occupied by said employee for any reason, they shall receive increased pay for the period so worked at the minimum rate of pay for the higher classification. Provided, that such minimum is greater than already received and provided further that if an employee works one-half (1/2) a normal work day at a higher classification, they will receive the higher rate for the day.

**23.08** All employees shall be paid on a bi-weekly basis.

**23.09 RECRUITMENT AND RETENTION ADJUSTMENT**

The Employer may, at its discretion, implement a Recruitment/Retention Adjustment to any classification when it determines that the implementation of such adjustment in order to recruit for or to retain employees in that classification, in accordance with the following provisions:

- a) Recruitment/Retention Adjustments are extra to the negotiated rates for affected positions and shall be in effect on the basis of a twelve (12) month (renewable) term in accordance with subsection (c) below. Recruitment/Retention Adjustments shall apply to all employees in the particular classification.
- b) Where any Recruitment/Retention Adjustment is not renewed by the Parties, the adjustment currently being received by the affected employee(s) shall be "green circled." The employee(s) shall continue to receive the "green circled" Adjustment, plus (+) one-half (1/2) of any negotiated general increases. This process shall continue until the negotiated rate for the applicable classification equals the negotiated rate for that classification.
- c) The Employer must have the Union's agreement in order to implement a Recruitment/Retention Adjustment under this Article for any twelve (12) month period. Recruitment/Retention Adjustments expire at the end of each twelve (12) month period and, if the Employer wishes to continue an Adjustment for an additional twelve (12) months, it must obtain the Union's agreement to do so.
- d) The Union shall not unreasonably withhold its agreement to implement or renew a Recruitment/Retention Adjustment when it is requested to do so by the Employer. If the Union fails to agree in cases where the Employer can show that an adjustment is reasonably warranted to recruit or retain an employee, the Employer may elect to proceed with the implementation of such new or renewed adjustment for twelve (12) months, subject to expedited arbitration at the request of either Party to resolve the matter.

**24. EMPLOYEE BENEFITS****24.01 PENSION**

- a) Employees, who work beyond age sixty-five (65), shall be covered by the terms of the Municipal Pension Plan made under the Municipal Pension Plan Trust Agreement pursuant to the authority of the Public Sector Pension Plans Act. The insured Health and Welfare Benefits Plan under Article 24 shall cease for such employees at age sixty-five (65) unless the contracts currently in place with the plan carrier(s) allow coverage to continue to age seventy (70). For these particular plans, coverage will cease at age seventy (70).
- b) The Employer and all eligible employees, as defined by the Plan, shall be governed by the terms of the Municipal Pension Plan made under the Municipal Pension Plan Trust Agreement pursuant to the authority of the Public Sector Pension Plans Act.

**24.02 MEDICAL INSURANCE AND DENTAL PLANS**

The monthly contributions to Medical Services Plan and benefit carrier plans on behalf of all permanent employees covered under the medical services contract, including Dental Plan and Extended Health Benefits, shall be paid one hundred percent (100%) by the Employer.

The plan will reimburse drug expenses based on mandatory generic pricing; except in cases where the employee's physician provides confirmation that there is no generic substitution for the prescribed medication.

Out of province coverage up to sixty (60) calendar days.

The Extended Health Benefits and Dental Plan:

- Pharmacy Card
- Vision Care: Five hundred dollars (\$500.00) every twenty-four (24) months. This maximum amount covers corrective measures and a maximum of one hundred FIFTY dollars (\$150.00) for eye examinations every twenty-four (24) months, as provided in the Carrier's plan.
- Orthotics & Orthopedic Shoes: coverage to employees and their spouses and dependent children, at the current benefit levels.
- Chiropractor: coverage maximum SIX hundred dollars (\$600.00) per year.
- Naturopath: coverage maximum SIX hundred dollars (\$600.00) per year.
- Physiotherapy: coverage maximum SIX hundred dollars (\$600.00) per year.
- Massage: coverage maximum SIX hundred dollars (\$600.00) per year.
- Clinical Psychologist/Registered Clinical Counsellor: combined coverage maximum one thousand dollars (\$1,000.00) per year.
- Acupuncture: coverage maximum SIX hundred dollars (\$600.00) per year.
- Include birth control pills in the Extended Health Plan.

- Plan "C" dental coverage for employees and children: THREE THOUSAND DOLLARS (\$3,000.00) lifetime limit.
- Improved Dental benefits to include white fillings.

All revisions in this provision are effective the first of the month following ratification.

### **24.03 GROUP LIFE INSURANCE**

The Employer will arrange to establish and maintain group insurance policies which provide group life and accidental death and dismemberment.

#### **BASIC PLAN**

Each employee will be covered for one hundred twenty-five thousand dollars (\$125,000.00) group life and one hundred twenty-five thousand dollars (\$125,000.00) accidental death and dismemberment effective the first of the month following Union ratification (November 7, 2007).

#### **OPTIONAL PLAN**

Each employee may elect to take optional Group Life Insurance and/or optional Accidental Death & Dismemberment Insurance, at their own cost, in multiples of ten thousand dollars (\$10,000) to a maximum of two hundred and fifty thousand dollars (\$250,000.00). The optional Group Life Insurance requires medical evidence of insurability from each applicant and coverage will become effective only with the written approval of the insurer. No employee shall have their present benefits reduced by a change in carrier.

#### **COST**

The cost of the basic plan shall be paid one hundred percent (100%) by the Employer. The cost of the optional plan shall be paid one hundred percent (100%) by the employee through payroll deductions.

### **24.04 SUPPLEMENTATION OF COMPENSATION AWARD**

- a) Employees absent from duty due to injuries received while on duty shall receive full salary during such absence, for a period not exceeding twelve (12) months for any one accident, but monies received from the Workers' Compensation Board shall be remitted to the Employer during that period. Should any compensable accident be of longer duration than twelve (12) months, then the following subsection shall apply:
- b) Should any compensable accident be of a longer duration than twelve (12) months any employee covered by this Agreement who is unable to attend work because of a disability resulting from an accident at work shall have their total M.S.P., Superannuation, and Group Insurance payments paid by the Employer until the said employee returns to work or until judged medically unfit to resume their present occupation.

- c)
- I. In the event of sickness or non-work related injury of an employee who is taking sick leave (including sick leave bank) in accordance with this Article (24), the Employer will continue to pay, on behalf of such employee, its share of the monthly contributions under the Medical Services Plan and the Group Insurance Contracts while any such employee is on sick leave, including sick leave allotments from the sick leave bank, provided that in all cases the employee or Union shall likewise continue the employee contributions under the said Contracts, paid in advance.
  - II. When a permanent employee is temporarily laid off, the Employer will continue to pay on behalf of such employee its share of the said contributions for a period of three (3) months in any twelve (12) month period, provided that in all cases the employee and Union shall likewise continue the employee contributions under the said Contracts, paid in advance.
  - III. Permanent employees who are temporarily laid off for longer than three (3) months in any twelve (12) month period, and seasonal employees during their normal seasonal layoff, shall be given the option of continuing their benefits at their own (the employee's) expense, subject to carrier limitations. Such costs will be paid in advance, in monthly installments by post-dated cheque. When an employee returns to work, the Employer shall resume paying as per Article 24.02.

**24.05 LONG TERM DISABILITY**

Effective January 1, 1995, a Long Term Disability Plan shall be implemented. Premiums to be one hundred percent (100%) employee paid.

**24.06** Upon an employee's retirement, the Employer shall continue employee Benefit Plans pursuant to Article 24 of the applicable cost share from the date of retirement to the commencement of Superannuation Benefits for a maximum of two (2) months, provided the employee can provide proof that an application has been submitted to the Superannuation Commission for retirement benefits thirty (30) days prior to retirement.

**25. SAFETY AND HEALTH**

**25.01 JOINT HEALTH AND SAFETY COMMITTEE**

The "Occupational Health and Safety Regulation" as prescribed by the Workers' Compensation Board of British Columbia shall apply and a Safety Committee shall be established and maintained in accordance with the said regulations and such Committee shall meet regularly each month. All employees shall adhere to all safety regulations. Article 3.12 of the Occupational Health and Safety Regulation is to be considered part of the Collective Agreement.

Minutes taken at Safety Committee Meetings will be provided electronically to the Union without undue delay. The Minutes posted on the Employer premises will be considered the correct copy of the Minutes subject to any issues raised by the Union.

**25.02 SAFETY MEASURES**

A minimum of two (2) employees shall be called out on emergency night duties when, in the opinion of the SUPERVISOR two (2) employees are required in the interest of safety.

**25.03 PAY FOR CLOTHING**

Where, in the opinion of the Director or Chief Administrative Officer, the Employer has an obligation to pay for the cost of cleaning or replacement of clothing of an employee damaged as a result of an accident on the job, the Director may authorize such cleaning or replacement at the expense of the Employer. Determination of responsibility of the Employer shall be solely at the discretion of the Director or Chief Administrative Officer and their decision in such matters shall be final.

**25.04 CLOTHING PROVIDED**

- a) The Employer shall provide coveralls plus hand and footwear for employees working with Sanitary Sewers.
- b) The Employer shall provide coveralls for employees working in the Mechanic Shop.

**25.05 SAFETY AND HEALTH REPORTS, RECORDS AND DATA**

The Employer shall provide members of the Health and Safety Committee with the details of every accident, incident, or occurrence of an occupational disease that occurred at the work site in the previous month.

**25.06 SAFETY FOOTWEAR/RAINGEAR**

The Employer will pay a maximum of five hundred dollars (\$500.00) in total every twenty-four (24) months towards the purchase of the following items, provided such items meet applicable by Industrial Health and Safety Regulations and Requirements:

- a) Steel-toed safety boots for permanent employees who are required to wear such in the normal course of their duties.
- b) Raingear for permanent employees required to work out in the weather in the normal course of their duties.
- c) Reflective clothing for permanent employees who are required to wear such in the normal course of their duties.

The Employer will pay a maximum of one hundred dollars (\$100.00) per year for raingear for temporary employees required to work out in the weather in the normal course of their duties.

**25.07 FLU SHOTS**

The Employer shall arrange a program for employees to be inoculated against the flu. Participation by employees in this program shall be voluntary.

Alternately, the Employer shall reimburse employees for the cost related to a flu shot when a receipt is provided.

**25.08 FIRST-AID ATTENDANTS**

- a) Employees with a valid Level 1 or Level 2 Industrial First Aid Certificate (not both), who are the designated First Aid Attendant at City Hall, shall be paid a premium of SEVENTY-FIVE cents (\$0.75) for each hour actually worked when they are so designated.
- b) Employees with a valid Level 3 Industrial First Aid Certificate, who are the designated First Aid Attendant in the Engineering and Operations Departments, shall be paid a premium of ONE DOLLAR (\$1.00) for each hour actually worked when they are so designated.
- c) Employees, who are approved by the Employer to train or retrain for Industrial First Aid Certificates shall be compensated in the following manner, provided they complete the course in question:
  - I. The Employer shall pay the cost of required course tuition materials; and
  - II. The Employer shall pay lost time wages for outside employees up to eight (8) hours per day or forty (40) hours per week, and for inside employees up to seven (7) hours per day or thirty-five hours per week.
- d) The Employer has the discretionary right to limit the number of employees who are covered by this Article.

**26. TECHNOLOGICAL CHANGE**

**26.01 NOTICE OF CHANGE**

The Employer will discuss proposed technological changes within the Union and will give as much notice as possible to employees affected to give them an opportunity to train to operate the new machinery or seek other employment. No permanent employees shall be displaced because of technological changes without having received one (1) weeks' notice, pay included, for each year of service with a maximum of four (4) weeks, during which time they will be allowed up to five (5) hours a week with pay for the purpose of job interviews.

**26.02 TRAINING BENEFITS**

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by the employees under the present method of operation, such employee shall, at the expense of the Employer, be given a period of time not to exceed six (6) months during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

City of Parksville Policy No. 7.3 regarding "Staff Training and Development" dated August 7, 2013, shall be considered part of this Collective Agreement.

**26.03 NO NEW EMPLOYEES**

No additional employees shall be hired by the Employer until the employees already working have been notified of the proposed technological or other change and allowed a training period to acquire the necessary knowledge or skill for the trainees to retain their employment.

**27. JOB SECURITY**

**27.01 CONTRACTING OUT**

**Restrictions on Contracting Out**

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

**27.02 CONTRACTS OR SUB-CONTRACTS**

Every contract made by the Employer for construction, remodeling, repairs or demolition of any municipal works or for providing any municipal service or function shall be subject to the following conditions:

- a) "Minimum rate of pay for work performed under this contract or under Sub-contract shall be classified in the current Agreement between the City of Parksville and the Canadian Union of Public Employees, Local 401."
- b) "Copies of all contracts shall be made available upon request to Canadian Union of Public Employees, Local 401."

The above conditions shall not apply to any contract entered into by the Employer to provide enforcement of parking regulations, collection of parking meter monies, or armored car services.

**28. GENERAL CONDITIONS**

**28.01** The Employer shall indemnify its employees against any claim for damages arising out of the performance of their duties. Legal costs incurred in a court proceeding arising out of any claim for damages against an employee arising out of the performance of their duties shall be paid for by the Employer.

**28.02** The Employer will not seek indemnity against its employees where the actions of those employees result in a claim for damages against the Employer by a third Party unless the employee has been grossly negligent, or has acted contrary to the terms and conditions of their employment, or to an order given to them by a person in authority over them.

**28.03** The Employer will not pay any fine imposed on an employee as a result of their conviction for a criminal offense.

**28.04 HARASSMENT**

All personnel have the right to work without harassment as defined by the Harassment Policy/Procedure currently in place with the City.

Any complaint alleging harassment will be dealt with in the grievance procedure and will commence at Step Three as outlined in Article 10 or through the Harassment Policy/Procedure currently in place with the City.

In the event that a bargaining unit employee is involved in an investigation pursuant to the City's Harassment Policy, the employee shall have the right to have a Union representative present during the interview.

**29. GENERAL**

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

**30. TERM OF AGREEMENT**

**30.01 EFFECTIVE DATE**

This Agreement shall be binding and remain in effect from January 1, 2023 to December 31, 2025 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.

**30.02 AGREEMENT TO CONTINUE IN FORCE**

- a) Where such notice request revisions only, the following conditions shall apply:
- I. Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining and if negotiations extend beyond the anniversary date of this Agreement, any revisions in terms, mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.


**31. COPIES OF AGREEMENT**

The Union and the Employer desire every employee to be familiar with the provisions of the Agreement and their rights and obligations under it. For this reason, the Employer shall print sufficient copies of the Agreement in booklet form, in a Union shop within thirty (30) days of signing, the cost of which shall be shared equally with the Employer and the Union.

To facilitate the analysis of this Agreement, all articles of this Agreement which are unchanged from the previous Agreement shall be printed in lower case letters and all articles which have been changed shall be printed in upper case letters.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

THE CORPORATE SEAL OF THE CITY OF PARKSVILLE was hereunto affixed by and in the presence of:



Mayor

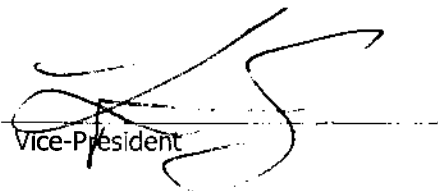


Corporate Officer

SIGNED by the President and the Vice-President of the Parksville Unit of the CANADIAN UNION of PUBLIC EMPLOYEES, LOCAL NO. 401



President



Vice-President

Date

**MEMORANDUM OF AGREEMENT #1**

**between the**

**CITY OF PARKSVILLE**

**and the**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401**

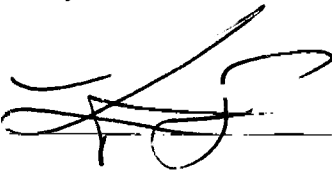
**RE: EMPLOYMENT INSURANCE PREMIUM REDUCTION**

In order for the Employer to meet the requirements of the Employment Insurance premium reduction program the Employer and the Union agree to the following:

Notwithstanding Articles 20.07 (a) and 21.05, the Employer shall ensure that a minimum of one (1) day sick leave per month is available for each employee's personal sick leave usage.

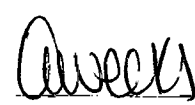
In the event that the combined usage under Articles 20.07 (a) and 21.05, and a remaining deduction from a previous year as contemplated by this agreement exceeds six (6) days in a calendar year for an employee, the Employer shall deduct only six (6) days from the current year sick leave entitlement for that employee in that calendar year and will make the remaining deduction in either the following calendar year, or if that employee has more than seventy-five (75) days of prior year accumulated sick leave, from that employee's prior year accumulated sick leave provided such deduction will not reduce the prior year accumulated sick leave below seventy-five (75) days.

Signed for the Union:



Date

Signed for the Employer:



July 16, 2024

Date

**MEMORANDUM OF AGREEMENT #2**

**between the**

**CITY OF PARKSVILLE**

**and the**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401**

**RE: ENHANCED HOURLY RATE OF CHIEF BUILDING INSPECTOR**

Whereas the City has expressed an interest in retaining the services of MR. JASON VEZINA, as Chief Building Inspector; and

Whereas the City has expressed the view that the hourly rate for the individual ought to be increased, beyond the hourly rate negotiated in the Parties' Collective Agreement; and

Whereas the Union has agreed to the increase in hourly rate for the individual, the Parties agree as follows:

1. Effective the date of signing of this agreement, the City will pay TO MR. JASON VEZINA, an additional amount of \$4.00 per hour ("Enhanced hourly Rate").
2. The City will continue to pay the enhanced hourly rate to the Chief Building Inspector as long as they remain an employee of the City of Parksville.
3. The Enhanced Hourly Rate is characterized as a recruitment and retention allowance and, is not to be relied on nor referred to in any classification or evaluation discussion or negotiations between the Parties. More specifically, the payment of the enhanced rate is without prejudice or precedent and not to be relied on by the Union in seeking reclassification of any position(s). Neither Party will refer to nor rely on the existence of the Enhanced Hourly Rate for any purpose, other than for the purpose of complying with the terms of this MOA.
4. UPON MR. JASON VEZINA'S SEPARATION FROM EMPLOYMENT WITH THE CITY, WHETHER BY RETIREMENT, RESIGNATION, OR TERMINATION, THE CITY'S OBLIGATION TO PAY THE ENHANCED RATE WILL END. ANY NEW EMPLOYEES HIRED AS CHIEF BUILDING INSPECTOR WILL BE PAID AT THE RATE THEN IN EFFECT IN THE COLLECTIVE AGREEMENT.

Signed for the Union:



Date

Signed for the Employer:



July 16, 2024  
Date

**MEMORANDUM OF AGREEMENT #3**

**between the**

**CITY OF PARKSVILLE**

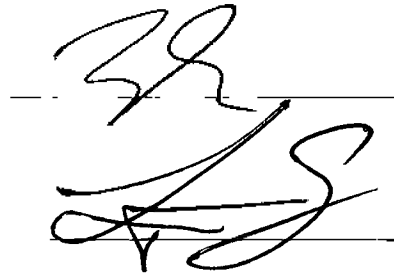
**and the**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401**

**RE: BENEFIT CHANGES**

The Employer shall provide the Union, or any agent appointed by the Union with copies of the plan documents provided to it by the carriers for the benefit plans covered by Articles 24.02 and 24.03. During the term of the current Collective Agreement, the Employer shall not initiate changes to the benefits and/or benefit levels that are in effect under Articles 24.02 and 24.03 as at November 7, 2007, solely as means of reducing the premium costs it would otherwise be required to pay in order to provide these benefits or benefit levels. It is understood that this commitment does not apply in any way to changes that are initiated by the carriers that are general in nature (i.e., not specific to the Employer only).

Signed for the Union:



Date

Signed for the Employer:



July 16, 2024  
Date

**MEMORANDUM OF AGREEMENT #4**

**between the**

**CITY OF PARKSVILLE**

**and the**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401**

**RE: OCEANSIDE RCMP DETACHMENT WATCH CLERK SHIFT CHANGE**

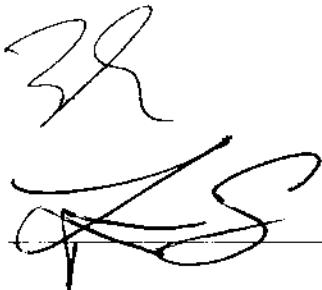
In order to address operational issues, The Oceanside RCMP Detachment has requested a shift change for the CUPE Local 401 Municipal Watch Clerk employed at the detachment.

To accommodate this request the Parties, agree as follows:

- o Upon mutual agreement the shift change will be extended to cover the period of the current CUPE Local 401 Collective Agreement, or such other period as can be agreed upon by the Parties.
- o At the end of the current CUPE Local 401 Collective Agreement with the City of Parksville, the shift change may, upon mutual agreement, be continued.
- o The normal working period will consist of 4 consecutive working days (Tuesday to Friday – 35 hours/week, 70 hours/pay period).
- o A normal working day shall consist of 8.75 hours and will include lunch and rest periods in accordance with Articles 15.03 and 15.05 of the Collective Agreement.

ARTICLE 15.06 WILL APPLY.

Signed for the Union:



Date

Signed for the Employer:



July 16, 2024  
Date

**MEMORANDUM OF AGREEMENT #5**

**between the**

**CITY OF PARKSVILLE**

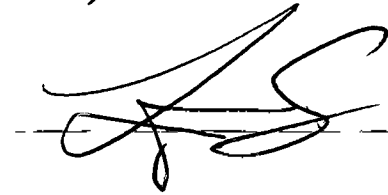
**and the**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401**

**RE: LONG TERM DISABILITY BENEFIT IMPROVEMENTS**

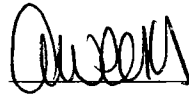
The Employer will make such arrangements as necessary so that the Union can meet with the LTD carrier to discuss amendments that the Union wishes to make to the LTD Plan, including but not limited to changing the Definition of Disability during an employee's first two (2) years on the Plan.

Signed for the Union:



Date

Signed for the Employer:



July 16, 2024

Date

**MEMORANDUM OF AGREEMENT #6**

**between the**

**CITY OF PARKSVILLE**

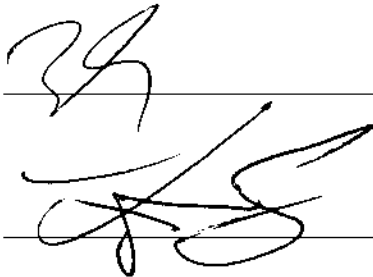
**and the**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401**

**RE: IMPLEMENTATION OF CHANGE IN HOURS OF WORK FOR THE ADMINISTRATIVE ASSISTANT (OPERATIONS)**

In order to address operational issues within the Operations Department, the City of Parksville has recommended implementing a change in hours for the 'Administrative Assistant' position within the Operations Department. The position's hours of work per day will change from seven (7) to eight (8) and Article 15.02 of the current Collective Agreement regarding hours of work for 'outside employees' will apply effective the signing of this agreement and the incumbent will now be classified as an 'outside employee' WITH UNDERSTANDING THAT ALL INCUMBENTS WILL BE SCHEDULED AT 8 HOURS A DAY.

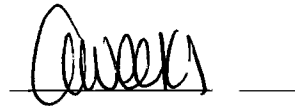
Signed for the Union:



Two handwritten signatures in black ink, one above the other, each on a horizontal line.

Date

Signed for the Employer:



A handwritten signature in black ink on a horizontal line.

July 16, 2024  
Date

**LETTER OF UNDERSTANDING #7**

**between the**

**CITY OF PARKSVILLE**

**and the**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401**

**RE: FIRE RESCUE SERVICES TECHNICIAN**

**WHEREAS:**

- The Employer wishes to create a new position to provide Fire Rescue Services with operational and technical support, as well as to be a suppression firefighter; and,
- The position would normally be part of an IAFF bargaining unit;
- The Parties' Collective Agreement does not currently have applicable provisions for a firefighter position; and,
- The Parties have agreed to place the position in the Union's bargaining unit,
- The Parties agree that the following terms and conditions will apply to the incumbents in the position of FIRE RESCUE SERVICES TECHNICIAN, notwithstanding any provisions in the Parties' Collective Agreement:

THE CLASSIFICATION WOULD NORMALLY BE PART OF AN IAFF BARGAINING UNIT AND AS SUCH, THE PARTIES AGREE THAT THE FOLLOWING TERMS AND CONDITIONS WILL APPLY TO THE CITY OF PARKSVILLE'S FIRE RESCUE SERVICES CLASSIFICATION OF FIRE RESCUE SERVICES TECHNICIAN (FRST), NOT WITHSTANDING ANY PROVISIONS IN THE PARTIES' COLLECTIVE AGREEMENT:

1. In the event the IAFF organize employees in the Employer's Fire Rescue Services, it is agreed that this CLASSIFICATION will revert to the IAFF bargaining unit. In that event, this Letter shall be deemed to be void and as of no force and effect.
2. In the event of a labour dispute between the Employer and the Union, it is agreed that this CLASSIFICATION is considered essential and that the incumbents will continue to perform the duties of the position. Further, EMPLOYEES OF THE CITY OF PARKSVILLE'S FIRE RESCUE SERVICES will not be involved in any picketing or other work stoppage, limitation of work or disruption of work. The Union agrees that it is not entitled to picket at the Fire Hall or otherwise interfere with the operations of Fire Rescue Services during a labour dispute as defined by the *Labour Relations Code* of BC.
3. EMPLOYEES OF THE CITY OF PARKSVILLE'S FIRE RESCUE SERVICES must live within the Parksville Fire Protection Service Area and must be a member in good standing with the Parksville Volunteer Fire Department, UNLESS EXPRESSLY APPROVED BY THE FIRE CHIEF OR DESIGNATE.

4. HOURS OF WORK

- (a) The regular hours of work for FIRE RESCUE SERVICES shall be 40 hours in a seven (7) day period, Sunday midnight to Saturday midnight. The schedule may vary to meet operational requirements of the Fire Rescue Services.
- (b) EMPLOYEES OF FIRE RESCUE SERVICES ARE entitled to one half (½) hour paid lunch and two (2) fifteen (15) minute coffee breaks during each shift, to be taken when operationally possible. EMPLOYEES ARE EXPECTED TO REMAIN OPERATIONALLY AVAILABLE DURING BREAK TIMES UNLESS CLEARED OTHERWISE BY THE FIRE CHIEF OR DESIGNATE.
- (c) The daily and weekly schedule may vary to meet training and other operational needs of the Fire Department.


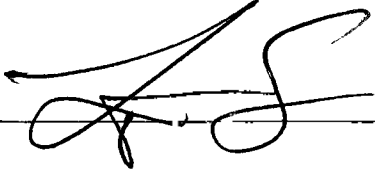
5. OVERTIME

Overtime rates will apply when the hours of work of the EMPLOYEE exceed the regularly scheduled shift duration or the applicable normal and/or regularly scheduled forty (40) hour work week.

Overtime will be paid as authorized or approved by management or their designate prior to the requirement, or in the case of emergency or necessity on the following normal working day; first three (3) hours, time and a half (1.5X); thereafter double time (2X). Statutory holidays shall be paid at the rate of double time (2X) in addition to the Statutory Holiday pay. OVERTIME SHALL BE CALCULATED IN 15-MINUTE INTERVALS ROUNDED TO THE NEAREST INTERVAL.


- (a) Stand-by-Pay will be paid in accordance with City of Parksville Policy 9.2 "Fire Department Honorariums and Stand-By Pay" as amended from time to time.
  - (b) Articles 13.02, 15, 16, 17, and 23.02 (On Call Pay) and 25.03, 25.04, and 25.06 shall not apply to PARKSVILLE'S FIRE RESCUE SERVICES.
6. In lieu of Articles 25.03, 25.04, and 25.06 of the Parties' Collective Agreement, the Employer agrees to provide to the EMPLOYEES OF FIRE RESCUE SERVICES, clothing, and footwear, as outlined in the Parksville Volunteer Fire Department Operational Guidelines as may be amended from time to time, including but not limited to: dress uniform, station uniform, personal protective equipment, and CSA certified footwear.
7. The wage scale shall be as per the attached Appendix "A" Letter of Understanding #8. The wage scale shall be incorporated into the Parties' Collective Agreement, in the next round of bargaining. The FIRE RESCUE SERVICES TECHNICIAN CLASSIFICATION will receive any increases negotiated and the wage scale will be adjusted accordingly.
8. The Parties expressly agree that the Employer will be entitled to post VACANCIES internally and externally. Further, any current volunteer ON-CALL MEMBERS of PARKSVILLE'S Fire Rescue Services, will be considered to be internal applicants for the purpose of filling positions.
9. The balance of the Collective Agreement applies to the FIRE RESCUE SERVICE TECHNICIAN CLASSIFICATION.

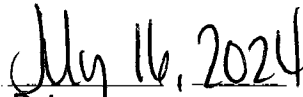
Signed for the Union:

Date

Signed for the Employer:



  
Date

**APPENDIX A**

**LETTER OF UNDERSTANDING #8**

**between the**

**CITY OF PARKSVILLE**

**and the**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401**

**RE: FIRE RESCUE SERVICES TECHNICIAN WAGE RATES**

The wage rates set out in this agreement will be amended from time to time in accordance with negotiated wage increases.

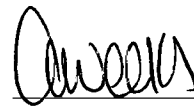
Fire Rescue Services Technician	Formula	01-Jan-23	01-Jan-24	01-Jan-25
		4%	4%	3.5%
1 <sup>st</sup> 6 months	85%	\$34.25	\$35.62	\$36.87
2 <sup>nd</sup> 6 months	87%	\$35.05	\$36.45	\$37.73
2 <sup>nd</sup> year	90%	\$36.26	\$37.71	\$39.03
3 <sup>rd</sup> year	95%	\$38.28	\$39.81	\$41.20
4 <sup>th</sup> year	100%	\$40.28	\$41.89	\$43.36
Based on 2080 hours per year / 40 hours per week				

Signed for the Union:



Date

Signed for the Employer:



July 16, 2024  
Date

**LETTER OF UNDERSTANDING #9**

**between the**

**CITY OF PARKSVILLE**

**and the**

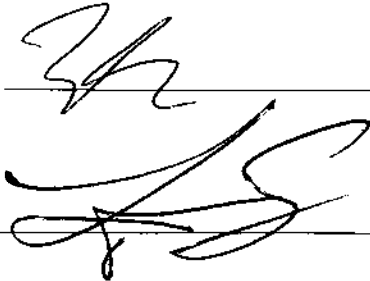
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401**

**RE: CARETAKER/CUSTODIAN TEMPORARY PART-TIME POSITION**

The Parties agree that:

1. Article 15.04, the normal working day, or normal work week may be changed by mutual agreement.
2. The work week for temporary/seasonal and casual employees will consist of a maximum of any five (5) consecutive days with two (2) consecutive days off.
3. The hours of work will be 20 hours per week and be between the hours of 2:00 pm – 8:00 pm.
4. 72 hours' notice will be given for any change in days or hours of work.
5. This temporary part-time position will not interfere with any overtime hours current employees are working.
6. All other articles of the Collective Agreement will apply.

Signed for the Union:



Date

Signed for the Employer:



July 16, 2024  
Date

**LETTER OF UNDERSTANDING #10**

**between the**

**CITY OF PARKSVILLE**

**and the**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401**

**RE: ARTICLE 15.04 - BYLAW OFFICER(S) TO WORK WEEKENDS AND EVENING HOURS**

Whereas the City requires Bylaw Officers on weekends and evening hours for the purpose of providing enforcement services; the Parties agree that:

1. Article 15.01 establishes that the working week shall consist of five (5) working days; Monday through Friday. The working week for temporary/seasonal and casual employees shall consist of a maximum of any five (5) consecutive days with two (2) consecutive days off.
2. Article 15.03 establishes that a normal working day for inside employees shall consist of seven (7) working hours and that hours of work are between 8:00 a.m. and 4:00 p.m. with a lunch period of one (1) hour.
3. Article 15.04 sets out that the normal working day or normal work week may be changed by mutual agreement.

It is understood that the Chief Bylaw Officer and a Bylaw Officer II work a normal working day being 8:00 a.m. - 4:00 p.m. Monday to Friday. For the purpose of recruiting a Bylaw Officer to cover seven days a week, the Parties agree that:

4. The normal working day be amended as follows:
  - a) 8:00 a.m. - 4:00 p.m. for the period OCTOBER 1 – MARCH 31
  - b) 10:00 a.m. – 6:00 p.m. for the period APRIL 1 – SEPTEMBER 30
5. The normal work week be amended to be five (5) consecutive days including Saturday and Sunday.
6. All other terms and conditions of employment under the Collective Agreement shall apply.
7. This Letter of Understanding may be extended beyond December 31, 2021.

Signed for the Union:



JUL 19 2024

Date

Signed for the Employer:

JUL 22 2024 

JUL 22 2024

Date

**LETTER OF UNDERSTANDING #11**

**between the**

**CITY OF PARKSVILLE**

**and the**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401**

**RE: FIRE RESCUE SERVICES TECHNICIAN - REOPENER**

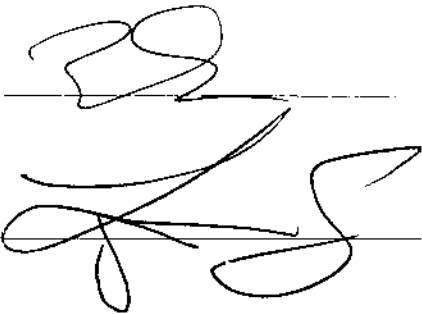
IN RECOGNITION OF THE ADDITIONAL HIRING OF FIRE RESCUE SERVICES TECHNICIAN EMPLOYEES, THE PARTIES WILL MEET WITHIN 12 MONTHS FROM RATIFICATION TO DISCUSS CHANGES TO LOU #7 – FIRE RESCUE SERVICES TECHNICIAN AND LOU #8 - FIRE SERVICES TECHNICIAN WAGE RATES.

SPECIFICALLY, THE PARTIES WILL DISCUSS THE FOLLOWING:

1. PROBATION PERIOD
2. SHIFT ROTATION

ANY CHANGES TO LOU #7 OR LOU #8 WILL BE MADE BY MUTUAL AGREEMENT OF THE PARTIES.

Signed for the Union:



Date

Signed for the Employer:



July 23, 2024

Date

**LETTER OF UNDERSTANDING #12**

**between the**

**CITY OF PARKSVILLE**

**and the**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 401**

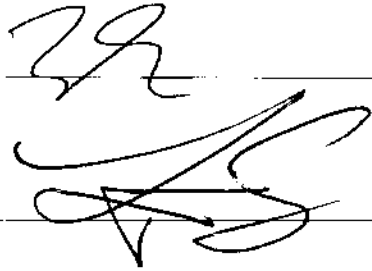
**RE: OPERATOR-IN-TRAINING**

THE PARTIES AGREE THAT A PROCESS FOR CURRENT EMPLOYEES TO ACQUIRE EXPERIENCE AND CERTIFICATION THROUGH THE ENVIRONMENTAL OPERATORS CERTIFICATE PROGRAM (EOCP) IS VALUABLE TO ALL PARTIES.

1. AS POSITIONS ARISE IN OPERATIONS FOR TRADES 1 - UTILITIES, THE EMPLOYER WILL GIVE FULL CONSIDERATION TO POSTING AN OPERATOR-IN-TRAINING TO PROVIDE DEVELOPMENT OPPORTUNITIES FOR CURRENT FULL-TIME PERMANENT EMPLOYEE WORKING IN THE OPERATIONS DEPARTMENT TO BECOME CERTIFIED THROUGH THE ENVIRONMENTAL OPERATORS CERTIFICATION PROGRAM (EOCP).
2. THE POSITION WILL BE POSTED AS A TRADES 1 - UTILITIES (OPERATOR-IN-TRAINING) OUTLINING THE CRITERIA OUTLINED BELOW.
3. INTERNAL APPLICANTS SHALL BE CONSIDERED FOR THE POSTING IN ACCORDANCE WITH ARTICLE 13.03, PROMOTIONS AND STAFF CHANGES.
4. A TRADES 1 - UTILITIES (OPERATOR-IN-TRAINING) SHALL BE PAID AT PAY GRADE 14 UNDER THE COLLECTIVE AGREEMENT UNTIL SUCH TIME THE INCUMBENT BECOMES QUALIFIED AND ACHIEVES THE EOCP LEVEL 1.
5. THE INCUMBENT WILL PERFORM THE DUTIES FOR THREE (3) CONTINUOUS MONTHS AND BE REQUIRED TO WRITE THE OPERATOR-IN-TRAINING EXAM (100 MULTIPLE CHOICE QUESTIONS). IN THE EVENT THE INCUMBENT FAILS TO SUCCESSFULLY PASS THE WRITTEN EXAM ON THE FIRST ATTEMPT, HE/SHE WILL BE PROVIDED UP TO ONE (1) MONTH TO RE-WRITE THE EXAM. FAILURE TO SUCCESSFULLY PASS THE SECOND ATTEMPT WILL RESULT IN THE INCUMBENT RETURNING TO THEIR FORMER POSITION IMMEDIATELY, WITH NO LOSS OF SENIORITY.
6. UPON SUCCESSFUL COMPLETION OF THE OPERATOR-IN-TRAINING EXAM, THE INCUMBENT WILL PERFORM THE DUTIES FOR TWELVE (12) CONTINUOUS MONTHS AND WRITE THE LEVEL 1 EXAM (100 MULTIPLE CHOICE QUESTIONS). IN THE EVENT THE INCUMBENT FAILS TO SUCCESSFULLY PASS THE WRITTEN EXAM, HE/SHE WILL BE PROVIDED UP TO ONE (1) MONTH TO RE-WRITE THE EXAM.
7. UPON SUCCESSFUL COMPLETION OF THE LEVEL 1 EXAM, THE INCUMBENT SHALL BE IMMEDIATELY CONVERTED TO A TRADES 1 - UTILITIES AND RECEIVE THE APPROPRIATE RATE OF PAY UNDER THE COLLECTIVE AGREEMENT.

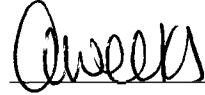
8. THE EMPLOYER RESERVES THE RIGHT TO NOT BACKFILL A VACANCY ARISING UNDER THE LOU UNTIL THE INCUMBENT HAS SUCCESSFULLY PASSED THE WRITTEN EXAM FOR THE OPERATOR-IN-TRAINING.

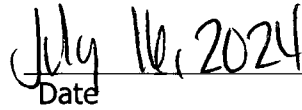
Signed for the Union:



Date

Signed for the Employer:





Date

**WAGE RATES**

<b>Job Classification</b>	<b>Pay Rate</b>	<b>1-Jan-23</b>	<b>1-Jan-24</b>	<b>1-Jan-25</b>
		<b>4.00%</b>	<b>4.00%</b>	<b>3.50%</b>
Student		\$19.80	\$20.59	\$21.31
Office Assistant Trainee – first three months		\$26.64	\$27.71	\$28.68
Office Assistant Trainee – next nine months		\$27.26	\$28.35	\$29.34
	1	\$29.40	\$30.58	\$31.65
	2	\$29.83	\$31.02	\$32.11
Annual Returning Seasonal Labourer I Labourer I Office Assistant	3	\$30.51	\$31.73	\$32.84
	4	\$30.71	\$31.94	\$33.06
Caretaker/Custodian Labourer II	5	\$31.17	\$32.42	\$33.55
	6	\$31.60	\$32.86	\$34.01
Accounting Clerk I – Receptionist/Cashier Administrative Assistant I (Eng & Ops) Clerk I (Planning & Building)	7	\$32.05	\$33.33	\$34.50
Equipment Operator I Grounds Keeper	8	\$32.51	\$33.81	\$34.99
	9	\$32.88	\$34.20	\$35.40
	10	\$33.37	\$34.71	\$35.92
	11	\$33.78	\$35.13	\$36.36
Accounting Clerk II – Payroll & Accounts Receivable Labourer III – Utilities Truck Driver	12	\$34.22	\$35.59	\$36.84
Administrative Assistant II (Administration) Administrative Assistant II (Eng & Ops) Administrative Assistant II (Engineering) Clerk II (Planning and Building) Equipment Operator II	13	\$34.68	\$36.07	\$37.33

**WAGE RATES (CONTINUED)**

<b>Job Classification</b>	<b>Pay Rate</b>	<b>1-Jan-23 4.00%</b>	<b>1-Jan-24 4.00%</b>	<b>1-Jan-25 3.50%</b>
	14	\$35.11	\$36.51	\$37.79
	15	\$35.57	\$36.99	\$38.28
Equipment Operator III Flush Truck Operator Trades I – Operations Trades I – Roads and Drainage Trades I – Gardener Trades I – Mechanic Trades I – Utilities Trades-I – Utilities/Traffic	16	\$35.98	\$37.42	\$38.73
Accounting Clerk III – Expenditures Accounting Clerk III – Taxation & Utilities	17	\$36.44	\$37.90	\$39.23
PRIME COORDINATOR & RECORDS SUPERVISOR (RCMP)	18	\$36.90	\$38.38	\$39.72
	19	\$37.32	\$38.81	\$40.17
Administrative Assistant III (Community Planning & Building Dept.) Administrative Assistant III (Eng & Ops) Administrative Assistant III (Operations) Building Inspector I Bylaw Compliance Officer I Bylaw Compliance Officer I (evenings/weekends) DEVELOPMENT COMPLIANCE OFFICER Planning Technician I SPECIAL EVENTS COORDINATOR Trades II – Roads and Drainage Trades II – Gardener Trades II – Irrigation Technician Trades II – Utilities Utilities Technician I	20	\$37.79	\$39.30	\$40.68
	21	\$38.18	\$39.71	\$41.10
	22	\$38.64	\$40.19	\$41.60
	23	\$39.10	\$40.66	\$42.08
Accounting Technician INFORMATION SYSTEMS TECHNICIAN I	24	\$39.53	\$41.11	\$42.55
SUPERVISOR – BUILDING AND FACILITIES	25	\$39.95	\$41.55	\$43.00

**WAGE RATES (CONTINUED)**

<b>Job Classification</b>	<b>Pay Rate</b>	<b>1-Jan-23 4.00%</b>	<b>1-Jan-24 4.00%</b>	<b>1-Jan-25 3.50%</b>
WATER TREATMENT PLANT OPERATOR – LEVEL II	26	\$40.37	\$41.98	\$43.45
FLEET TECHNICIAN	27	\$40.83	\$42.46	\$43.95
Building Inspector II Bylaw Compliance Officer II Engineering Technologist II Information Systems Technician II Planning Technician II (Subdivisions/Plan Checking) Utilities Technician II	28	\$41.29	\$42.94	\$44.44
Accountant EMERGENCY PROGRAM COORDINATOR GIS TECHNICIAN	29	\$41.75	\$43.42	\$44.94
Sr. Tradesman/Supervisor – Utilities WATER TREATMENT PLANT OPERATOR – LEVEL III	30	\$42.18	\$43.87	\$45.41
APPLICATIONS SUPPORT ANALYST SUPERVISOR - PARKS	31	\$42.59	\$44.29	\$45.84
Building Inspector III	32	\$43.06	\$44.78	\$46.35
	33	\$43.50	\$45.24	\$46.82
	34	\$43.93	\$45.69	\$47.29
Information Systems Coordinator	35	\$44.39	\$46.17	\$47.79
Bylaw Compliance Officer III (SR BYLAW COMPLIANCE OFFICER) Chief Building Inspector Engineering Technologist III Planning Technician III	36	\$44.81	\$46.60	\$48.23
GIS Specialist SUPERVISOR – ROADS AND FLEET	37	\$45.26	\$47.07	\$48.72
	38	\$45.68	\$47.51	\$49.17
CHIEF OPERATOR - DISTRIBUTION Planner SENIOR WATER TREATMENT PLANT OPERATOR – LEVEL IV	39	\$46.14	\$47.99	\$49.67

