

COLLECTIVE AGREEMENT

BETWEEN

THE DISTRICT OF SOOKE

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 374**

January 1, 2022

to

December 31, 2026

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DEFINITIONS

Auxiliary Employee

An employee of the bargaining unit not employed as a regular full-time or regular part-time employee for a purpose limited to:

- a) relief of a regular employee on vacation leave, sick leave, maternity leave, paternity leave, adoption leave, long-term disability of less than one (1) year duration, workers' compensation of less than one (1) year duration, compassionate leave, educational leave or other leaves where the duration of employment is less than one (1) year.
- b) projects of less than one (1) year duration.
- c) work of an emergency nature.
- d) less than one-half (1/2) the normal full-time work schedule per year.

Auxiliary Employee Terms and Conditions of Employment

- a) At the time of hire, auxiliary employees shall receive notice in writing from the Employer of the nature of their employment, expected duration of employment, classification and rate of pay.
- b) An auxiliary employee shall be covered by all provisions of the Collective Agreement except as amended below:
 - i. Auxiliary employees shall be paid fifteen percent (15%) of their gross earnings added to each pay cheque in lieu of Vacation (Article 21), Sick Leave (Article 23) and Benefits (Article 30).
 - ii. Auxiliary employees shall have their auxiliary hours accumulated for the purpose of determining seniority, pursuant to Article 15.03
 - iii. An auxiliary employee who has not performed work for the Employer for a period of twelve (12) consecutive months shall lose all accumulated auxiliary seniority.
 - iv. Time and one-half (1½) shall be paid for each hour worked by an auxiliary employee who works on a statutory holiday.
 - v. Notwithstanding 1.08 (b) (i) above auxiliary employees shall be entitled to municipal pension plan benefits as set out in Article 30.05
- c) An auxiliary employee shall serve a probationary period equal in length of time to the hourly equivalent to that of a regular full-time employee.
- d) An auxiliary employee with the hourly equivalent of six (6) or more months service, who is appointed as a regular employee, shall immediately receive all benefits of the Collective Agreement.

Past service in auxiliary hours of work shall be accrued and recorded for purposes of determining the probationary period.

Bargaining Unit Work

Includes all duties currently defined in job descriptions which under normal circumstances are the responsibility of the Employer and which any employee currently carries out during regular working hours.

Call Out

An unscheduled return to work by an employee after completion of his or her normal work day.

Employee

Any person defined as such by the Labour Relations Code who is employed in one **(1)** of the categories (*in* sections 1.02 through 1.06 inclusive).

Grievance Procedure

For purposes of this Agreement, the term grievance shall mean any difference between the parties, or the Employer and any employee, concerning the interpretation, application, operation, alleged violation of the Agreement, including any question as to whether a matter is arbitrable. All grievances shall be dealt with progressively in the following manner without stoppage of work, or refusal to perform work, except where otherwise specifically permitted by the Statutes of British Columbia.

Immediate Family

The employee's spouse (including common-law spouse and same sex partner), children, parents, guardian, brothers, sisters, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, grandparents and grandchildren or foster parent/legal guardian.

Lay-Offs and Recalls

Consistent with the following Articles, a layoff shall be defined as the loss by a regular employee of the opportunity to work in the position **they** currently occupies as a result of:

- a) the elimination of such position, or
- b) any reduction in working hours for a regular full-time employee, or
- c) the permanent reduction of the working hours in their position in excess of one (1) hour per day for a regular part-time employee

Overtime

Overtime rates shall apply for employees for work performed in excess of seven (7) hours in any work day or thirty-five (35) hours in any work week

Plural or Feminine Terms

Plural or feminine terms shall apply wherever the singular or masculine is used in this Agreement, or vice versa, as the context requires.

Probationary Employee

An employee who has not completed the requirements of the probationary period pursuant to Article 15.02 (Probationary Period)

Regular Full-time Employee

An employee occupying an established position listed in the Wage Schedule attached hereto, who has successfully completed the requirements of the probationary period and who works a regular full-time work schedule.

Regular Part-time Employee

An employee occupying an established position listed in the Wage Schedule attached hereto, who has successfully completed the requirements of the probationary period and who works less than full-time, but not less than one-half (1/2) normal full-time hours.

NOTE: It is understood that once an employee achieves regular part-time status, a reduction in the work available in a following year shall not result in the loss of regular status.

Regular Part-time Employee Terms and Conditions of Employment

Regular part-time employees shall be covered by all provisions of the Collective Agreement that apply to a regular full-time employee except that the level of statutory holiday, vacation and sick leave benefits shall be pro-rated on the basis of hours actually worked. Credit for these benefits shall be calculated once they start regular employment, or once yearly on January 1st of each year.

Regular part-time employees shall be offered extra hours of work before auxiliary employees are hired or offered extra hours provided they are qualified for this work as determined by the Employer.

Seasonal Employee

An employee occupying a position listed in the Wage Schedule "A" attached hereto, who has successfully completed the requirements of the probationary period and who works less than a full-time regular employee, yet at least one half (1/2) the normal full-time work schedule per year.

Seniority

For purposes of this Agreement, seniority shall be defined as the length of an employee's continuous employment from the date of last hire, in a regular position, provided that regular part-time employees shall accumulate seniority on the basis of their hours worked. "Hours worked" shall include all paid straight time hours, hours compensated while on Workers' Compensation benefits, the LTD qualification period and while receiving LTD benefits, Union leaves, jury and court witness duty, leave for education and training purposes, and maternity, parental and adoption leave. Regular employees shall not attain seniority until they have completed their probationary period, after which their seniority shall include the probationary period.

Auxiliary employees shall accumulate seniority while on Workers' Compensation Benefits equivalent to the time they would have worked had there been no injury.

Sick Leave

For purposes of this Article, sick leave is defined as those periods when a regular employee takes leave with pay pursuant to Article 23.02 (Entitlement) because the employee is ill or disabled for reasons not covered by WCB and, as a result, unable to attend work.

Standby

A scheduled period of time, outside of an employee's normal work day or work week, when the regular full-time or regular part-time employee remains available to report for duty on a standby basis.

Student/Work Experience Employee

A student enrolled in a recognized educational institution and employed by the Employer for a term not exceeding four (4) months in a twelve (12) month period, or longer by mutual agreement, and who will return to his or her previous educational institution upon completion of employment.

Student/Work Experience Employee Terms and Conditions of Employment

- a) No students shall be hired while any qualified bargaining unit employee is on lay-off except when such employee(s) has turned down an offer to fill the position.
- b) Students shall be covered by Article 1.08 of the Collective Agreement.
- c) The Union shall be notified of all proposals under Article 1.09. The notice shall include the name of proposed employee, position, and department.
- d) Students as defined in Article 1.05 do not have recall rights as outlined in this Agreement.

THIS AGREEMENT made and entered into this 2ND Day of DECEMBER 2021.

BETWEEN:

THE DISTRICT OF SOOKE
(hereinafter called the "Employer")

OF THE FIRST PART

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL NO. 374**

(hereinafter called the "Union")

OF THE SECOND PART

(both hereinafter called the "Parties")

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

AND WHEREAS the Canadian Union of Public Employees, Local 374 is a "Trade Union" within the meaning of said Code;

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

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

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

ARTICLE 1: DEFINITIONS

1.01 Employee

Any person defined as such by the Labour Relations Code who is employed in one of the categories listed below (Sections 1.02 through 1.06 inclusive).

1.02 Regular Full-time Employee

An employee occupying an established position listed in the Wage Schedule attached hereto, who has successfully completed the requirements of the probationary period and who works a regular full-time work schedule.

1.03 Regular Part-time Employee

An employee occupying an established position listed in the Wage Schedule attached hereto, who has successfully completed the requirements of the probationary period and who works less than full-time, but not less than one-half (1/2) normal full-time hours.

NOTE: It is understood that once an employee achieves regular part-time status, a reduction in the work available in a following year shall not result in the loss of regular status.

1.04 Auxiliary Employee

An employee of the bargaining unit not employed as a regular full-time or regular part-time employee for a purpose limited to:

- a) relief of a regular employee on vacation leave, sick leave, maternity leave, paternity leave, adoption leave, long-term disability of less than one (1) year duration, workers' compensation of less than one (1) year duration, compassionate leave, educational leave or other leaves where the duration of employment is less than one (1) year.
- b) projects of less than one (1) year duration.
- c) work of an emergency nature;
- d) less than one-half (1/2) the normal full-time work schedule per year.

1.05 Student/Work Experience Employee

A student enrolled in a recognized educational institution and employed by the Employer for a term not exceeding four (4) months in a twelve (12) month period, or longer by mutual agreement, and who will return to his or her previous educational institution upon completion of employment.

1.06 Probationary Employee

An employee who has not completed the requirements of the probationary period pursuant to Article 15.02 (Probationary Period).

1.07 Regular Part-time Employee Terms and Conditions of Employment

Regular part-time employees shall be covered by all provisions of the Collective Agreement that apply to a regular full-time employee except that the level of statutory holiday, vacation and sick leave benefits shall be pro-rated on the basis of hours actually worked. Credit for these benefits shall be calculated once they start regular employment, or once yearly on January 1st of each year.

Regular part-time employees shall be offered extra hours of work before auxiliary employees are hired or offered extra hours provided they are qualified for this work as determined by the Employer.

1.08 Auxiliary Employee Terms and Conditions of Employment

- a) At the time of hire, auxiliary employees shall receive notice in writing from the Employer of the nature of their employment, expected duration of employment, classification and rate of pay.
- b) An auxiliary employee shall be covered by all provisions of the Collective Agreement except as amended below:
 - i. Auxiliary employees shall be paid fifteen percent (15%) of their gross earnings added to each pay cheque in lieu of Vacation (Article 21), Sick Leave (Article 23) and Benefits (Article 30).
 - ii. Auxiliary employees shall have their auxiliary hours accumulated for the purpose of determining seniority, pursuant to Article 15.03
 - iii. An auxiliary employee who has not performed work for the Employer for a period of twelve (12) consecutive months shall lose all accumulated auxiliary seniority.
 - iv. Time and one-half (1½) shall be paid for each hour worked by an auxiliary employee who works on a statutory holiday.
 - v. Notwithstanding 1.08 (b) (i) above auxiliary employees shall be entitled to municipal pension plan benefits as set out in Article 30.05
- c) An auxiliary employee shall serve a probationary period equal in length of time to the hourly equivalent to that of a regular full-time employee.
- d) An auxiliary employee with the hourly equivalent of six (6) or more months service, who is appointed as a regular employee, shall immediately receive all benefits of the Collective Agreement.

Past service in auxiliary hours of work shall be accrued and recorded for purposes of determining the probationary period.

1.09 Student/Work Experience Employee Terms and Conditions of Employment

- a) No students shall be hired while any qualified bargaining unit employee is on lay-off except when such employee(s) has turned down an offer to fill the position.

-
- b) Students shall be covered by Article 1.08 of the Collective Agreement.
 - c) The Union shall be notified of all proposals under Article 1.09. The notice shall include the name of proposed employee, position, and department.
 - d) Students as defined in Article 1.05 do not have recall rights as outlined in this Agreement.

1.10 Call Out

An unscheduled return to work by an employee after completion of his or her normal work day.

1.11 Standby

A scheduled period of time, outside of an employee's normal work day or work week, when the regular full-time or regular part-time employee remains available to report for duty on a standby basis.

1.12 Immediate Family

The employee's spouse (including common-law spouse and same sex partner), children, parents, guardian, brothers, sisters, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, grandparents and grandchildren or foster parent/legal guardian.

1.13 Bargaining Unit Work

Includes all duties currently defined in job descriptions which under normal circumstances are the responsibility of the Employer and which any employee currently carries out during regular working hours.

1.14 Plural or Feminine Terms

Plural or feminine terms shall apply wherever the singular or masculine is used in this Agreement, or vice versa, as the context requires.

ARTICLE 2: MANAGEMENT RIGHTS

2.01 Management Authority

Except where otherwise specifically provided in this Agreement, the Employer shall have the right to:

- a) direct the workforce, hire, classify, assign duties, promote, and lay-off employees;
- b) suspend, discipline and discharge employees for just cause;
- c) manage the affairs of the District; and
- d) plan, direct, and control all methods of operation, the organization of work, employment levels, and standards of performance.

The Employer shall exercise these rights in good faith.

ARTICLE 3: UNION RECOGNITION

3.01 Bargaining Agent

The Employer recognizes the Canadian Union of Public Employees, Local 374, as the exclusive bargaining agent for those bargaining unit employees covered by this Agreement.

3.02 Bargaining Unit

The terms and conditions of this Agreement shall apply to all employees coming within the bargaining unit for which the Union has been certified, with the exception of those employees excluded by the Labour Relations Code of British Columbia, and any other position that may be excluded by mutual agreement of the parties.

3.03 List of Union Officials

The Union shall provide the Employer with a list of elected officers, shop stewards and other official representatives of the Union. The Union shall keep this list current at all times.

3.04 Bargaining Unit Work

No Employee in the bargaining unit will suffer a lay-off or a reduction in their regular hours, seniority or benefits as a result of persons outside the bargaining unit doing bargaining unit work.

3.05 Right of Representation

Upon notifying his or her supervisor, an employee shall have the right at any time to have the assistance of representative(s) of the Canadian Union of Public Employees or any other advisor(s) when dealing or negotiating with the Employer with respect to grievance or disciplinary issues.

Such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Agreement.

3.06 Bulletin Boards

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

3.07 Access to Equipment and Materials

Union Officers and Committee members shall not be entitled to have access to and use of the Employer's office equipment and materials, including email, to carry out their functions, unless pre-approved by the Employer **in writing**.

3.08 Union Meetings

It is agreed that the Employer shall allow the Union the use of the District of Sooke **designated space** for Union meetings, provided:

- a) the **designated space** is not required for Employer purposes; and
- b) those persons using the **designated space** on behalf of the Union are doing so in conjunction with matters relating to the Employer.

ARTICLE 4: UNION SECURITY AND CHECK-OFF

4.01 Union Membership

- a) All employees shall, as a condition of employment, become members of the Union and shall maintain their membership in good standing.
- b) In the event that an employee fails to comply with Subsection (a) the Employer shall terminate his/her employment.

4.02 Union Dues

- a) All employees shall authorize in writing and pay to the Union, as a condition of employment, initiation fees, dues and assessments.
- b) Commencing the first pay period following their date of employment, the Employer shall deduct from every employee all dues, initiation fees and/or assessments levied in accordance with the Union Constitution and By-Laws, as authorized in writing by the employee. The Employer shall not be required to collect more than one (1) assessment levied by the Union per year.
- c) Deductions shall be made from each payroll and shall be forwarded to the Treasurer of the Union within the following month, accompanied by a list of the names and gross pay of all employees from whose wages deductions have been made under this Article.

4.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall print on the T-4 slip, the total amount of union dues deducted on behalf of each dues payee, by check-off, during the previous year.

ARTICLE 5: JOB ACTION AND PICKET LINES

5.01 Legal Picket Lines

The Employer shall not request, require or direct employees within the bargaining unit to perform work resulting from legal strikes that would normally have been carried out by those on strike, providing the Employer is allowed to cross picket lines to carry out emergency work.

5.02 No Strikes or Lockouts

During the term of this Agreement, there shall be no lockouts by the Employer, or any person acting on behalf of the Employer; nor shall there be any strike, on the part of the Union or any of the employees.

ARTICLE 6: NO OTHER AGREEMENT/REPRESENTATION

6.01

No employee shall be required or permitted to make any written or verbal agreement with the Employer, or its representatives, which conflicts with the terms of this Agreement.

ARTICLE 7: NO DISCRIMINATION

7.01

The parties agree that there shall be no discrimination or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotions, transfers, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, physical or mental disability, national origin, political or religious affiliation, gender, sexual orientation, family status or marital status; nor by reason of his or her membership in the Union.

ARTICLE 8: NEW EMPLOYEES

8.01

The Employer agrees to acquaint new employees with the fact that an Agreement between the parties is in effect, and with the conditions of employment set out in Article 4 (Union Security and Check-Off) **during the new employee orientation within the first week of employment.**

8.02 Producing the Agreement

The District shall provide new employees with a copy of this Agreement, upon commencement of employment.

8.03 Employee Orientation

The Employer agrees to permit a Union Representative up to fifteen (15) minutes with a new Employee during the first (1st) week of employment to review the Agreement, provided that this meeting does not unduly affect the Employer's operational requirements.

ARTICLE 9: CORRESPONDENCE

9.01

All correspondence between the parties arising out of this Agreement, or incidental thereto, shall pass to and from the Employer and the President and Unit Vice-President (Sooke). The Union shall advise the Employer of the current name of the President and the Unit Vice-President (Sooke).

9.02

The President and the Unit Vice-President (Sooke) shall be notified of all hiring, promotions, demotions and appointments pursuant to postings under Article 16 (Promotions, Postings and Filling of Vacancies), terminations, retirements, deaths, layoffs, recalls and reclassifications of regular employees at the same time such written documents are issued to effected employees by forwarding a copy to the Union.

9.03

The Employer shall notify the Union of the name, address, telephone number, position and location of each new employee, within fifteen (15) days of their date of employment, subject to the Protection of Personal Information Act.

ARTICLE 10: LABOUR-MANAGEMENT RELATIONS

10.01

With a view to maintaining harmonious relations and to facilitate administration of this Agreement, the Employer and the Union agree to hold meetings to discuss any matters of mutual interest, provided that specific grievances as defined in Article 12 (Grievance Procedure) shall not be discussed. Such meetings are to be held every two (2) months or with mutual agreement, on a more frequent basis. Such meetings are to be held within a reasonable time after a request by either party.

10.02

The Employer shall make available to the Union on request, information required by the Union for the purposes of bargaining such as job classifications, wage rates, pension and **health and wellness** plans which the Employer has readily available, provided always that such information requested relates to employees and classifications within the bargaining unit and is the property of the Employer and that the Employer has a legal right to disseminate it.

ARTICLE 11: MUNICIPAL COUNCIL MINUTES

11.01

A copy of the adopted minutes of regular Municipal Council meetings and committees, as appropriate, shall be available to the Union upon its request.

ARTICLE 12: GRIEVANCE PROCEDURE

12.01 Definition

For purposes of this Agreement, the term grievance shall mean any difference between the parties, or the Employer and any employee, concerning the interpretation, application, operation, alleged violation of the Agreement, including any question as to whether a matter is arbitrable. All grievances shall be dealt with progressively in the following manner without stoppage of work, or refusal to perform work, except where otherwise specifically permitted by the Statutes of British Columbia.

12.02 Procedure

- a) Step 1: Within twenty (20) working days from the date of the incident prompting the grievance, the Union shall submit the grievance, in writing, to the Chief Administrative Officer.

The Chief Administrative Officer shall meet with the Union and the employee within seven (7) working days of his receipt of the grievance at this step in an attempt to reach a satisfactory settlement. The Employer's response to the grievance at Step 1 shall be in writing within seven (7) working days of this meeting.

- b) Step 2: If settlement is not reached through the foregoing procedure, the grievance may be referred to a single Arbitrator. The party referring the grievance to arbitration shall give notice to the other party in writing, together with the name of the proposed single Arbitrator, within ten (10) working days of the Employer's answer at Step 1. The parties shall mutually agree to a single Arbitrator within twenty (20) working days of the referring parties' notice.
- c) Should the parties be unable to agree, the Director of the Collective Agreement Arbitration Bureau shall be requested to appoint an Arbitrator.

12.03 Extension of Time Limits

The parties may by mutual agreement, in writing, extend the time limits mentioned above.

ARTICLE 13: ARBITRATION

13.01 Powers of the Arbitrator

- a) The Arbitrator shall hear the parties and render an award, which shall be final, binding and enforceable on the parties.
- b) Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator, within five (5) days of receipt of the decision, to clarify the decision.

13.02 Cost of Arbitration

The parties will each bear one-half (½) of the fees and expenses of the Arbitrator.

13.03 Expedited Arbitration

- a) The parties may, by mutual agreement, refer to this Expedited Arbitration process any outstanding grievance filed at arbitration.
- b) The parties shall mutually agree upon a single arbitrator who shall be appointed to hear the grievance and render a decision. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.

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- c) An expedited arbitration decision respecting any matter shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter (with the exception of discipline which may remain on an employee's file).
 - d) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
 - e) All presentations shall be short and concise and are to include a comprehensive opening statement.
 - f) The parties shall equally share the costs of the fees and expenses of the Arbitrator.

ARTICLE 14: EMPLOYEE EVALUATION

14.01

A written performance evaluation shall be completed within thirty (30) calendar days of the annual anniversary date of the employee's hiring date. The performance form shall comply with the requirements set out in Article 14.02. Only standardized performance evaluation forms shall be recognized by the parties. If no such performance evaluation is made, then it shall be deemed that the employee's performance, since the last performance evaluation, has been satisfactory.

14.02

Where a formal performance evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the performance evaluation. Provision shall be made on the employee performance evaluation form for an employee to sign it. The employee shall sign to indicate receipt only. The employee shall receive a copy of the signed employee performance evaluation at the time of signing. An employee performance evaluation shall not be changed after an employee has signed it without the knowledge of the employee. An employee may submit rebuttal documentation, which shall be placed on file, in response to the performance evaluation.

ARTICLE 15: SENIORITY

15.01 Definition

For purposes of this Agreement, seniority shall be defined as the length of an employee's continuous employment from the date of last hire, in a regular position, provided that regular part-time employees shall accumulate seniority on the basis of their hours worked. "Hours worked" shall include all paid straight time hours, hours compensated while on Workers' Compensation benefits, the LTD qualification period and while receiving LTD benefits, Union leaves, jury and court witness duty, leave for education and training purposes, and maternity, parental and adoption leave. Regular employees shall not attain seniority until they have completed their probationary period, after which their seniority shall include the probationary period.

Auxiliary employees shall accumulate seniority while on Workers' Compensation Benefits equivalent to the time they would have worked had there been no injury.

15.02 Probationary Period

- a) All newly hired regular employees shall serve a probationary period not exceeding three (3) consecutive months from the date of hire, during which period such employee may be terminated for any work-related reason. Once regular employees have completed their probationary period they shall receive their confirmation in writing with a copy to the Union.
- b) Notwithstanding (a) above, an employee who is the successful applicant for a posted vacancy shall have their time previously worked in the same position credited towards the probation period, subject to a minimum of three (3) consecutive months probation in the posted position.
- c) An employee who is converted from auxiliary to regular status, without a posting, shall not serve a further probationary period.

15.03 Auxiliary Employee Seniority

- a) Auxiliary employees who are appointed as regular employees shall have their cumulative hours of work as an auxiliary employee credited for purposes of regular seniority as follows:
 - i. upon completion of the probationary period
 - ii. upon conversion from auxiliary to regular status.

It is understood that this Article applies to seniority only and is in no way applicable to service for purpose of retroactive benefit entitlement, except vacation and sick leave entitlements.

- b) The Employer shall maintain a list of all auxiliary employees showing their place of employment, position, the date upon which each of the employee's services commenced and their current accumulated hours of service and shall send a copy of the list to the Union upon request.

15.04 Seniority Lists

- a) The Employer shall maintain a current seniority list for regular employees showing each employee's seniority standing. Where two (2) or more employees commenced work on the same date, their relative seniority standing shall be determined on the basis of their application dates. The Employer shall provide copies to the Union, upon request.
- b) Past service in auxiliary hours of work shall be accrued and recorded for the purposes of this collective agreement. Such hours of work shall be maintained for the purposes of Article 16 (Promotions, Postings and Filling of Vacancies).

15.05 Loss of Seniority

An employee shall lose seniority in the event:

- a) the employee is terminated for just cause, and is not reinstated;
- b) the employee resigns;
- c) the employee retires;
- d) the employee has been laid off from employment for longer than twelve (12) consecutive months, or fails to accept recall under Article 17 (Lay-offs and Recalls), or fails to report on the date and time required when recalled.

15.06 Transfer Out of Bargaining Unit

Employees shall not be transferred or promoted out of the bargaining unit without their consent. Such employees shall retain the seniority they have acquired up to the date of leaving the unit but shall not continue to accumulate seniority for periods of service outside the unit. When an employee is transferred or promoted out of the bargaining unit, **they** shall retain the right to return for a period of six (6) months and upon returning, **they** shall bump into a position consistent with his previously accumulated seniority, with the relative qualifications, experience, skill and ability on the basis of Section 17.03 (Bumping Rights), provided such position is not higher than his/her former bargaining unit position.

ARTICLE 16: PROMOTIONS, POSTINGS AND FILLING OF VACANCIES

16.01 Posted Vacancies

- a) Where a regular vacancy occurs, or a new regular position is established, the Employer shall post a vacancy notice for a minimum period of eight (8) working days containing information relevant to the position (e.g. nature of position, wage/salary rate or range, qualifications and experience required, etc.).
- b) Temporary vacancies shall not be posted under this Article, except that temporary vacancies which the Employer anticipates will exceed two (2) months shall be posted.
- c) A posted notice of a vacancy shall include a closing date for acceptance of all applications for the position. All applications shall be in writing.
- d) All posted or advertised vacancies shall include the following statement on the notice: "This is a CUPE Local 374 position".

16.02 Factors Considered in Filling Posted Vacancies

- a) The following factors shall receive consideration when filling posted vacancies: qualifications, experience, skill and ability. When these factors are equal among applicants for the position, the employee from among this group having the greatest seniority shall receive preference.
- b) All determinations of qualifications, experience, skill and ability shall be made by the Employer in good faith.
- c) In any arbitration pursuant to Subsection (b) above, if the Union is first able to demonstrate that the senior employee (grievor) presently has the qualifications, experience, skill and ability to do the job in question, the Employer must then establish that all criteria used in the determination are not equal to those possessed by the successful applicant.
- d) A regular employee applying for a posted vacancy who lacks the formal educational or technical certification required in the position shall not be rejected solely on that basis if the employee is judged by the Employer as having sufficient experience, skill and ability to otherwise satisfactorily perform the work in question, provided always that such employee is currently enrolled in an appropriate course of study or is in some other fashion acceptable to the Employer currently preparing to achieve the necessary certification and provided further that the employee can be expected to achieve such certification within a period of time deemed reasonable by the Employer.

In such circumstances, the Employer shall consider the employee as having already achieved the required certification at the time of the promotional competition.

The employee shall compete for the vacancy on this basis and, if successful in winning that competition over other applicants on the basis of Subsection (a) above, the employee shall be awarded the position contingent upon successful achievement of such certification within the time limit established by the Employer for that purpose.

If the employee fails to achieve such certification within this period, the employee shall revert to the employee's former position.

Notwithstanding 16.02 (a) above, preference shall be given to the most senior employee who applies for the position provided that the senior employee possesses the qualifications, experience, skill and ability to do the work in question.

16.03 Applications by Auxiliary Employees

- a) Auxiliary employees shall be eligible to apply for any vacancy posted under this Article and filled on the basis of Article 16.02 (Factors Considered in Filling Vacancies). Provided always that the qualifications, experience, skill and ability of the auxiliary employee to perform the work in question is equal to that of an external applicant, the auxiliary employee shall receive preference.
- b) Auxiliary employees who have completed their probationary period shall have seniority for purposes of applying for any posted position. An auxiliary employee's hours worked shall be recognized as seniority for the purposes of this Article.

16.04 Appraisal Period

When a currently employed regular employee is selected to fill a vacancy posted under Article 16.01 (Posted Vacancies), the employee shall serve an appraisal period not exceeding six (6) calendar months in the new position. During this period, the employee shall be returned to their former position and pay rate without a loss in seniority in the following circumstances:

- a) by written notice of at least five (5) working days should the employee desire to return, or
- b) by written notice of at least five (5) working days should the Employer consider the employee to be unsatisfactory, unsuitable, or unable to perform the duties of the new position.

16.05 Return to Former Position

A regular employee, who has been bumped by a more senior employee, or who has been notified of layoff and bumps a more junior employee pursuant to Article 17.03, and who remains continuously employed in some other regular position, shall receive preference in returning to his original position should it become vacant within six (6) calendar months of his having left that position, provided always that a more senior previously laid off employee who applies for such position having the required qualifications, experience, skill and ability to perform the work, shall always receive preference over the original incumbent in filling that position.

16.06 Disclosure of Documents

Upon the filing of a grievance and upon receipt of a written request from the Employer or the Union for disclosure of documents, the parties agrees to provide all readily available documents in their possession that are relevant to the grievance, unless disclosure is prohibited by law.

16.07 On the Job Training

- a) When, in the Employer's opinion, operational requirements both warrant and permit and when it is practical from a financial perspective to do so, the Employer shall endeavour to provide on-the-job training to employees during normal working hours. The purpose of this training shall be primarily to maximize flexibility when assigning day-to-day work within a functional work unit and/or department and secondly to provide enhanced opportunity for employees to advance as permanent vacancies occur.
- b) Training under this Article may, at the discretion of the Employer, take place between departments and may be provided to enable employees to obtain the qualifications or experience required in order to qualify for higher paid positions.

ARTICLE 17: LAY-OFFS AND RECALLS

17.01 Definition

Consistent with the following Articles, a layoff shall be defined as the loss by a regular employee of the opportunity to work in the position **they** currently occupy as a result of:

- d) the elimination of such position, or
- e) any reduction in working hours for a regular full-time employee, or
- f) the permanent reduction of the working hours in their position in excess of one (1) hour per day for a regular part-time employee

17.02 Lay-off Order

Regular employees shall be laid off on the basis of classification and department designated for the layoff by the Employer, with the senior employee(s) being retained in that classification and department, provided always that they have the required qualifications, experience, skill and ability to perform the work in question. All determinations of qualifications, experience, skill and ability shall be made by the Employer acting in good faith.

17.03 Bumping Rights

- a) Within five (5) working days after being notified under Article 17.02 (Layoff Order) that they occupy a position designated for layoff, those regular employees who are not to be retained in that classification and department shall be given the opportunity to exercise their seniority, vis-a-vis more junior employees, by indicating their desire to bump into an appropriate position(s) designated by the Employer for such purpose on the following basis:
 - i. firstly, the most junior employee occupying a classification in a lateral pay grade; or failing that

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- ii. the most junior employee occupying a classification in the next, or each subsequent lower, pay grade.

The bumping employee must have the required qualifications, experience, skill and ability to perform the work in question. All determinations of qualifications, experience, skill and ability shall be made by the Employer acting in good faith.

Failure to accept the bump into the designated position(s), when given the opportunity under this Article, shall result in the affected employee being laid-off and placed on the recall list.

- b) Upward bumping is not permitted under this Article.

17.04 Notice of Layoff

The Employer shall provide written notice to affected regular employees two (2) calendar weeks prior to the effective date of their layoff. Employees who have completed three (3) years' continuous service shall receive additional notice of one (1) calendar week, and for each subsequent completed year of continuous service an additional one (1) calendar week, to a maximum total of eight (8) calendar weeks' notice. If the employee is not given an opportunity to work the applicable notice period, he shall be paid for that portion of the notice period during which work was not made available.

17.05 Appraisal Period

A regular employee who bumps a more junior employee in accordance with Article 17.03 (Bumping Rights); or who is recalled to employment in accordance with Subsection 17.08 (b), except when re-employed in the same position as occupied before the layoff, shall serve an appraisal period not exceeding six (6) months in the new position. During this period, the employee shall be laid-off and placed on the recall list, if he or she proves unsatisfactory or unable to perform the duties of the new position, or if the employee chooses not to continue in the position.

17.06 Severance Pay

Within the five (5) working days of being notified of layoff under Article 17.04 (Notice of Layoff) and as an alternative to either bumping a more junior employee in accordance with Article 17.03 (Bumping Rights), or working the notice period and being laid off and placed on the recall list, the affected employee may elect to resign and take severance pay in the amount of one (1) week per year of continuous service, up to a maximum of eight (8) weeks. Employees who elect to take severance pay under this Article shall be finally and conclusively terminated in all respects and shall not have recall or other rights under this Agreement.

17.07 Recall List

Regular employees laid off under this Article, and not bumping a more junior employee in accordance with Article 17.03 (Bumping Rights), and not electing to take severance pay in accordance with Article 17.06 (Severance Pay), shall be placed on the recall list in seniority order for a period not to exceed twelve (12) consecutive months. The Union shall be provided copies of all recall lists upon request.

17.08 Recall Rights

- a) The Employer shall recall a former regular employee on the recall list having the required qualifications, experience, skill and ability to perform the work in question, before offering employment to a new employee or posting the position. All determinations of qualifications, experience, skill and ability shall be made by the Employer acting in good faith.
- b) Laid-off regular employees on the recall list may make application, on the same basis as active employees, for regular vacancies posted under Article 16.01 (Posted Vacancies). Laid-off regular employees on the recall list, who do not apply for posted vacancies, shall receive no consideration when such vacancies are filled on the basis of Article 16.02 (Factors Considered in Filling Posted Vacancies).
- c) In no event shall the Employer be required to re-employ any former employee who has been laid-off and who remains on the recall list for longer than twelve (12) months.
- d) Notwithstanding Article 17.08 (a) and (b), an employee who has been given notice of layoff and has chosen to bump in accordance with Article 17.03 (Bumping Rights), and subsequently and within twelve (12) months the position from which they were laid off becomes available, such employee shall be offered recall rights to their former position, and if accepted, the vacancy shall not be posted. Seniority shall prevail if two (2) or more such employees seek recall to the same vacancy, provided that they have relatively equal qualifications, skill and ability to perform the work in question.

17.09 Recall Procedures

- a) It shall be the responsibility of laid off regular employees on the recall list to maintain their current telephone number and postal address with the Personnel Department (or its equivalent). When filling regular vacancies under Subsection 17.08 (b), and before offering employment to a new employee, the Employer shall attempt to contact a laid off regular employee on the recall list having the required qualifications, experience, skill and ability to perform the work in question, at the telephone number so provided, to instruct the employee of the date and time to report for work. Should the employee either not accept the recall, or fail to report on the date and time required, the employee shall, subject to Subsection (d) below, lose all rights to recall.

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- b) The date and time to report may be extended by a maximum of five (5) working days upon the approval of the Employer, should the employee have extenuating personal circumstances which make it impossible to report as required, provided always that the operational requirements of the Employer permit.
 - c) Employees on the recall list shall notify the Employer when they are to be temporarily away and provide a temporary phone number and address where the Employer will be able to contact them during such absence.
 - d) Employees shall have the right to refuse one (1) recall to employment during their twelve (12) month recall period before losing their recall rights.

17.10 Status While on Recall List

During the twelve (12) month period on the recall list, laid-off employees shall not be eligible to receive any of the benefits of this Agreement unless established in another provision of this Agreement. The seniority, sick leave credits and vacation entitlement level of such employees shall be frozen at the time of their layoff and should the employee be recalled pursuant to this Article within the twelve (12) month recall period, the seniority, sick leave credits and vacation entitlement level of such employee shall be reinstated to that which had existed at the time of the layoff.

17.11 Special Placement

- a) When operational requirements permit, an employee who is disabled, and as a result, is permanently unable to perform his normal job duties may, through mutual agreement of the parties on an individual case by case basis be permitted to bump into any position provided the said disabled or infirmed employee has the present qualifications, experience, skill and ability to perform the duties of the position, provided such position is occupied by a junior employee and provided further that no upward bumping shall be permitted under this Article.
- b) Employees receiving special placement under this Article shall be paid the rate for the job into which they bump. Nothing in this Article in any way prejudices the Employer's right to terminate employees for culpable or non-culpable reasons.

ARTICLE 18: HOURS OF WORK

18.01 Work Week

The normal regular full-time work week shall consist of five (5) working days, Monday to Friday inclusive.

18.02 Work Day

The normal regular full-time work day shall consist of the following:

a) Inside Workers

Seven (7) hours between the hours of 7:00 am and 5:00 pm, with one (1) hour unpaid off for a meal break. No work day shall be spread over a period longer than eight (8) hours, including the one (1) hour meal break.

b) Outside Workers

Eight (8) hours between the hours of **7:00** am and 5:00 pm, with one half (1/2) hour unpaid off for a meal break. No work day shall be spread over a period longer than eight and a half (8½) hours, including the one half (1/2) hour meal break.

18.03 Variation of Working Times

Any variation in working times for employees, outside of Sections 18.01 and 18.02, shall be a matter for discussion and agreement in writing between the Employer and the Union.

18.04 Rest Periods

Each employee shall be entitled to one (1) fifteen (15) minute **paid** rest period in each half of a shift of three (3) or more hours duration.

18.05 Reporting Pay

Employees reporting for work but not being put to work, shall be paid for two (2) hours. Employees who commence work shall receive not less than four (4) hours pay, unless discharged for just cause.

18.06 Family Responsibilities

The Employer may provide flexibility in work schedules to accommodate periodic absences related to children and family issues, provided this does not significantly impact on the Employer's operations.

18.07 Modified Work Week

- a) Participation in the modified work week (flex time) program will be on a voluntary basis and may apply to all full-time (including term) employees.
- b) Hours of work will be scheduled between 7:00 am and 5:00 pm. An **employee** who is scheduled thirty-five (35) hours per week shall work seventy (70) hours every nine (9) days. An **employee** who is scheduled forty (40) hours per week shall work eighty (80) hours every nine (9) days.
- c) Flex schedules are subject to the approval of the Department Director. There shall be no reduced service to the public, decrease in operational efficiency, or increase in cost to the District as a result of a flex schedule.
- d) Each Department Director shall be responsible for establishing an acceptable flex day schedule so as to ensure appropriate staff coverage, in particular on Fridays and Mondays.

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- e) An employee's regular flex schedule may be varied by their Director in order to accommodate vacation, extended sick and other leaves, as well seasonal work deadlines.
 - f) The Department Director has the right to cancel and/or postpone an employee's scheduled flex day, upon a minimum of forty-eight (48) hours' notice, in order to ensure work coverage in that department for a particular day.

18.08 Shift Premiums

Employees who are required to work shifts outside the normal work week as defined in 18.01 (*Monday to Friday*) and 18.02 (*7:00 am to 5:00 pm*) shall receive one dollar (\$1.00) per hour premium. ***This shall apply to all regular hours worked outside of 18.01 and 18.02 not including overtime hours.***

ARTICLE 19: OVERTIME

19.01 Definition

Overtime rates shall apply for employees for work performed in excess of seven (7) hours for inside workers or eight (8) hours for outside workers in any work day or thirty-five (35) hours for inside workers or forty (40) hours for outside workers in any work week.

19.02 Overtime Rates

The following overtime rates shall apply:

- a) on a normal work day: time and one-half (1½X) for the first three (3) hours of overtime, and double time (2X) thereafter; and
- b) on Saturday or Sunday, employees shall be paid double time (2X);
- c) overtime calculations shall be based upon the regular wage for the position.

19.03 Assignment of Overtime

No employee shall be required to work overtime against their wishes when other employees who are qualified to do the work are available to perform the required work. In the event that no employees are willing to work overtime, ***Chief Administrative Officer or delegate may appoint a qualified employee*** to do so. All overtime work must be authorized by the Chief Administrative Officer or delegate.

19.04 No Lay-off to Compensate for Overtime

An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

19.05 Call-Back Pay Guarantee

An employee who is called in and/or required to work outside their regular working hours shall be paid for a minimum of two (2) hours at overtime rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to perform.

In the event that a wastewater operator is not available for a standby shift or emergency, a manager can attend the call out.

19.06 Payment of Overtime

An employee may elect, at their option, to accumulate overtime and receive time *in lieu*. Time off shall be paid at the rate in effect when the overtime is worked. ***The accumulation of banked overtime hours, in a calendar year, shall be permitted up to a maximum of two (2) regular full-time work weeks as per Article 18.02. Once the maximum is reached, the bank cannot be replenished until the next calendar year. Any balance of banked overtime as of December 31st of each year will be paid to the employee at the earned rate.***

19.07 Pre-arranged Overtime

An employee required to attend Employer meetings or functions after regular working hours shall be paid at the applicable overtime rate. The minimum hours paid for each such meeting or function is three (3) hours.

19.08 Payment for or Supply of Meal

An employee required to work more than three (3) hours continuous overtime shall be provided with a meal allowance of fifteen dollars (\$15.00) by the Employer. Any meal break shall be on the employee's own time (i.e. unpaid).

19.09 Standby List

- a) When an employee is advised that they are on "standby", that is, immediately available by telephone contact, ***to attend an unscheduled alarm event outside of regular scheduled hours of operation***, they shall be paid in accordance with the following schedule:

For each seven (7) hours of standby ***for inside employees*** – one (1) hour pay.

For each eight (8) hours of standby for outside employees – one (1) hour pay.

For Holidays listed in Article 22.01 – two (2) hours per day plus one (1) day in lieu for each Holiday on call.

Employees called out shall be paid for a minimum of two (2) hours. ***Any additional calls received within the initial two (2) hours shall be paid at overtime rates outlined in Article 19.02. Acknowledging a SCADA alarm is not considered a call out.***

"Standby" duty shall be equally divided amongst the employees qualified to perform the work. Employees shall have the right to trade "standby" duty with other qualified employees provided they notify their supervisor of the change.

- b) "Standby" hours may be banked to a maximum of **two (2) regular full-time work weeks** under **Article 19.06** (Payment of Overtime).

ARTICLE 20: WAGES / SALARIES AND ALLOWANCES

20.01 Schedule "A"

The wages to be paid shall be those set forth in Schedule "A" which is attached to and forms part of this Agreement.

20.02 Payment of Wages

Employees shall be paid every second Friday.

20.03 Pay on Temporary Transfer to a Higher Classification

- a) An employee who is temporarily appointed by the Employer to perform the duties of a higher paying position shall receive an increase in his normal wage rate equal to one-half (1/2) of the difference between the wage for the higher paid position and the employee's position for each hour worked in the higher paid position.
- b) An employee shall be deemed to be covered by all provisions of this collective agreement even when the higher position is outside the bargaining unit.

20.04 Professional Fees and Licenses

- a) Where a job description requires membership or association dues, the Employer shall pay such membership or association dues.
- b) Where a medical examination is required to maintain a professional driver's or other license, the Employer shall pay such fees as required, unless the medical coverage for the employee pays such fees.

20.05 Legal Fees

The Employer shall pay all legal and court costs as well as judgment costs, if any, for any action or other proceeding initiated against an employee by virtue of the performance of their duties as per provincial legislation.

20.06 Travel Expenses

Travel expenses shall be compensated in accordance with District Council Expenses Policy.

ARTICLE 21: VACATIONS

21.01 Entitlement

- a) In the first calendar year of service (January 1st to December 31st), vacation shall be granted to regular employees on the basis of one and one-quarter (1¼) working days (or equivalent in hours) for each month, or portion of a month greater than one-half, worked before December 31st. Regular employees commencing employment after September 1st of any year, shall be granted vacation pay from their starting date until December 31st of that year.
- b) Vacation with pay shall be granted to other regular employees as follows:
 - i. After first (1st) year to the end of fourth (4th) year: fifteen (15) days.
 - ii. Beginning the fifth (5th) year to the end of the eighth (8th) year: eighteen (18) days.
 - iii. Beginning the ninth (9th) year to the end of the sixteenth (16th) year: twenty-three (23) days.
 - iv. Beginning the seventeenth (17th) year to the end of the twenty-fourth (24th) year: twenty-eight (28) days.
 - v. Beginning the twenty-fifth (25th) year to the end of the twenty-ninth (29th) year: thirty (30) days.
 - vi. Beginning the thirtieth (30th) year and each year thereafter – thirty-three (33) days vacation per annum.
- c) The yearly vacation entitlement set out in subsections (a) and (b), above, shall be advanced to employees on January 1st of each year of service. However, should the employment of such employee terminate for any reason before the yearly vacation entitlement advanced on this basis has been earned in that year, an adjustment shall be made to the employee's final cheque(s) to repay such advance, if necessary.

21.02 Work on a Vacation Day

When an employee is requested by the Employer, and the employee agrees to work on a day that had been scheduled as part of the employee's annual vacation, the employee shall receive their straight time rate of pay and the employee shall be granted another vacation day off with pay, at a time mutually agreeable to the employee and the Employer.

21.03 Banking of Vacation Credits

Employees may bank up to a total of five (5) working days of vacation in each year, and must be utilized in the following year. Carry-over in excess of five (5) days shall be considered upon written request.

21.04 Sick Leave or Bereavement Leave during Vacation

- a) Where an employee qualifies for sick leave or bereavement leave during the employee's period of vacation, sick leave or bereavement leave shall displace vacation leave.
- b) The employee shall notify the employer of the situation upon return to work.

ARTICLE 22: STATUTORY HOLIDAYS

22.01 Entitlement

Regular employees shall be paid for the following statutory holidays:

New Year's Day	Labour Day
Family Day	<i>National Day for Truth & Reconciliation</i>
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	

plus (+) any other public holiday proclaimed by the Province of British Columbia or the Government of Canada.

22.02 Statutory Holiday Falling During Annual Vacation

When a statutory holiday falls and is celebrated during a regular employee's scheduled vacation period, the employee shall be granted another day off with pay, at a time mutually agreeable to the employee and the Employer.

22.03 Statutory Holiday Falling on a Rest-Day

When a statutory holiday falls on a regular employee's scheduled rest-day, the employee shall be granted the next working day off with pay.

22.04 Work on a Statutory Holiday

If any regular employee is required to work on the day that one of the above statutory holidays falls and is celebrated, he shall be paid an additional two times (2X) his regular pay for all such hours actually worked on that day.

22.05 Work on a Day Off

A regular employee who is required by the Employer to work on a day off designated for the employee pursuant to Section 22.03 (Statutory Holiday Falling on a Rest Day), shall be paid in accordance with Section 19.02 (Overtime Rates).

22.06 Paid Time or Time Off

Employees working holidays shall have the option of being paid or taking time off in lieu according to overtime rates under Article 19 (Overtime).

ARTICLE 23: SICK LEAVE

23.01 Definition

For purposes of this Article, sick leave is defined as those periods when a regular employee takes leave with pay pursuant to Article 23.02 (Entitlement) because the employee is ill or disabled for reasons not covered by WCB and, as a result, unable to attend work.

23.02 Entitlement

Regular employees shall earn paid sick leave entitlement at the following rates:

- a) During the first twelve (12) months of service: one day and a half (1 ½) for each completed month of service.
- b) After completion of one (1) year of service: eighteen (18) days per year ***provided as an advancement in January of each year.***
- c) The yearly sick leave entitlements set out in Subsection (b) above shall be advanced to regular employees on January 1st of each year of service. However, should the employment of such employee terminate for any reason before the yearly sick leave entitlement advanced on this basis has been earned in that year, an adjustment shall be made to the employee's final cheque to repay such advance.
- d) Unused sick leave entitlement shall accrue and be available to regular employees, at the rate of one hundred percent (100%), ***based on a regular seven (7) hour work day for inside employees or eight (8) hour work day for outside employees.*** The maximum accrual allowable to an employee shall be ***eight hundred thirty-three (833) hours for inside employees or nine hundred fifty-two (952) hours for outside employees.***
- e) Employees shall not be paid out any unused sick leave.

23.03 Proof of Illness

- a) The Employer reserves the right to require satisfactory proof ***after 5 consecutive days*** of illness before any sick leave is paid.
- b) ***Where the Employer requires a medical report during an examination of the "duty to accommodate" (pursuant to the requirements of the Human Rights Code of BC) or a doctor's note as proof of illness, the Employer shall pay the fee.***

23.04 Medical Appointments

Approved time off for an employee to attend a dentist, doctor or other medical appointment shall not be deducted from the employee's sick leave entitlement unless it exceeds two (2) hours per appointment or occurs on a very frequent basis.

All time shall be recorded in the employee's timecard.

Example: *3 hour appointment = 2 hour 6MED; 1 hour 2SICK*
 15 min appointment = 0.25 hour 6MED

23.05 Subrogation

An employee who receives wage loss benefits from the Insurance Corporation of British Columbia or a court action shall reimburse the Employer for benefits received under Article 23 (Sick Leave) up to the amount of:

- a) benefits received from the Employer as sick leave under Article 23 (Sick Leave), or
- b) benefits received from the Insurance Corporation of British Columbia or a court action and designated as compensation for loss of wages, whichever is less.

The sick leave shall be restored to the amount of reimbursement remitted by the employee.

ARTICLE 24: EFFECT OF ABSENCE ON SICK LEAVE, VACATIONS AND STATUTORY HOLIDAYS

24.01

Regular employees shall earn vacation, sick leave and statutory holidays while they are in receipt of paid sick leave, except the following:

- a) paid sick leave longer than one hundred (100) consecutive working days;
- b) while in receipt of Long Term Disability (*LTD*) benefits;
- c) unpaid leave in excess of thirty (30) consecutive days, commencing the first (*1st*) day of the leave;
- d) while in receipt of Workers' Compensation benefits in excess of six (6) consecutive months;
- e) Maternity Leave, Parental Leave or Adoption Leave in excess of thirty (30) consecutive days, commencing the first day of the leave.

ARTICLE 25: NEW OR REVISED CLASSIFICATIONS

25.01 Job Descriptions

The Employer agrees to draft Job Descriptions for all positions for which the Union is the bargaining agent which shall be the recognized description. Where any such position changes sufficiently to warrant a revised description, or the Employer creates a new regular position, a new or revised description shall be prepared by the Employer and forwarded to the Union. This description shall not be finalized by the Employer until thirty (30) calendar days have elapsed following the Union's receipt of such description to allow opportunity for the Union to discuss such description with the Employer. The Employer shall make the final determinations on job descriptions.

25.02 Pay Reviews

- a) Whenever the Employer changes the duties and/or responsibilities of a job or the incumbent/Union feel that the duties and/or responsibilities of a job have been changed or that the job description does not reflect the duties and responsibilities of the job, the incumbent or the Union may request a review of the pay rate for such position in writing.
- b) Where a new regular position is established by the Employer, the rate of pay for such new position shall be established by the Employer for a period of six (6) months. The incumbent or the Union, involved may request a review of this pay rate following the completion of this six (6) month period in writing.
- c) The Employer shall complete the requested pay review within ninety (90) days of the employee's request under Subsections (a) or (b) and present its findings to the Union. If the parties are unable to reach agreement as a result of such pay review, the matter may be resolved by Arbitration under this Agreement.
- d) When a position changes sufficiently to warrant a reclassification and a different rate of pay results, such different rate shall be paid retroactively to the date the request for review was first received. However, in the case of a new position, such rate shall be paid retroactively to the date the employee(s) first assumed the position.
- e) An employee whose position has been re-evaluated downward shall maintain their existing rate of pay and shall receive all general wage increases for the duration of the current collective agreement while such employee remains in their current position.

ARTICLE 26: JURY AND COURT WITNESS DUTY

26.01

Employees subpoenaed to serve as a member of a jury, shall receive their regular pay for absence on regularly scheduled days of work, provided that the employee pays to the Employer all remuneration received for performing jury duty on those days and provided further, that the employee reports to work before or after fulfilling such duty on those days, when it is practicable to do so.

26.02

Employees subpoenaed to attend court as a witness shall receive their regular pay for absence on regularly scheduled days of work, provided that the employee pays to the Employer all remuneration received for performing such witness duty on those days.

ARTICLE 27: LEAVE OF ABSENCE UNION OFFICIALS

27.01 Leave for Union Business

- a) Official representatives of the Union, to the maximum numbers listed below, shall be granted time-off with pay when meeting official representatives of the Employer for the purpose of:

-
- i. Settling a grievance that has not been referred to a third party or to arbitration: to a maximum of two (2) Union appointees.
 - ii. Labour/Management Committee meetings: to a maximum of two (2) Union appointees.
 - iii. Joint Committees established under the terms of this Agreement: to a maximum of two (2) Union appointees.
 - iv. Negotiating a revision to or renewal of this Agreement: to a maximum of two (2) Union appointees.
- b) Official representatives of the Union shall be granted leaves of absence without pay for the purpose of attending meetings, or transacting other business, in connection with matters affecting members of the bargaining unit provided this time off does not significantly impact the Employer's normal business operations. The Employer shall not withhold such leave unreasonably.
 - c) All applications for leave of absence to conduct Union business under this Article, whether with or without pay, shall be granted only upon application to and upon receiving permission from the Chief Administrative Officer, or his delegate. The Union shall provide reasonable notice prior to the commencement date of leave under this Article.
 - d) When leave without pay is granted under Subsection (b), the Employer shall not make a deduction from the regular salary or the benefits of the employee(s) involved, provided the Union reimburses the Employer the amount of the salary and benefit costs within thirty (30) days of the invoicing date by the Employer.

27.02 Emergency Union Business

One (1) Union official, as named in Article 3.03 (List of Union Officials) shall be allowed time-off without pay, to a maximum of one (1) week, to attend to emergency Union business arising from the operations of an Employer other than the District of Sooke, but under certification to Local 374, on short notice to a supervisory official designated by the Chief Administrative Officer, provided such time-off does not disrupt normal operations.

27.03 Leave for Full-time Union Duties

- a) An employee who has been offered a temporary or full-time position with the Canadian Union of Public Employees, the British Columbia Federation of Labour, or the Canadian Labour Congress shall be granted unpaid leave of absence without loss of seniority for the term of their appointment.
- b) An employee elected to a full-time Union office shall be granted unpaid leave of absence for their term of office without loss of seniority. During such leave of absence, the employee shall not receive any of the benefits of this Agreement, except as provided therein with respect to seniority. The Employer may repost the employee's position after a period of one (1) year;

however, that employee shall retain bumping rights when they return to the bargaining unit.

- c) A request for such leaves shall be provided to the Employer in writing a minimum of thirty (30) days prior to the effective date of the leave.

ARTICLE 28: MATERNITY, PARENTAL AND ADOPTION LEAVE

28.01 Length of Leave

- a) Birth *Parent*

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave. In the event the birth *parent* dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.

- b) Birth Father

An employee who is the birth father shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth, *as per legislation*.

- c) Adoptive Parent

An employee who is the adoptive father or the adoptive mother shall be entitled to up to seventeen (17) consecutive weeks of adoption leave without pay.

In addition, an employee who is the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) weeks of unpaid parental leave, *as per legislation*. An employee shall take the parental leave within fifty-two (52) weeks of the date the child comes within the care and custody of the employee.

- d) Extensions – Special Circumstances

An employee shall be entitled to extend maternity leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth or because the child suffers medical complications.

An employee shall be entitled to extend the adoption leave by up to an additional five (5) consecutive weeks' leave without pay where the child, before coming into the employee's care and custody and the child, is certified as suffering from a physical, psychological or emotional condition.

e) Maximum Allowable Leave

Subject to extensions, in accordance with Article 28.01 (d), it is understood that the maximum allowance leave or combination of leave entitlements shall be as per legislation.

28.02 Notice Requirements and Commencement of Leave

- a) An employee who requests adoption or parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- b) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. In the case of adoption of a child, the employee shall provide as much notice as possible.
- c) An employee on maternity leave, adoption leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- d) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- e) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

28.03 Return to Work

On resuming employment an employee shall be reinstated to their previous position or a comparable position if their previous position has been eliminated. Maternity, adoption and parental leave shall be counted as service for the purpose of benefits, referenced in Article 28.05 (Benefits), and calculating vacation entitlement.

28.04 Sick Leave

- a) An employee who suffers any illness or disability prior to commencing maternity leave shall be entitled to sick leave benefits.
- b) A employee while on maternity leave, adoption leave or parental leave shall not be entitled to sick leave benefits during the period of leave.
- c) Notwithstanding section 28.04 (b), an employee on maternity leave, adoption leave or parental leave who has notified the Employer of their intention to return to work pursuant to Sections 28.02 (d) and 28.02 (e) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

28.05 Benefits

- a) MSP, Dental, Extended Health and Group Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity, adoption and/or parental leave and the employee shall make arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared.
- b) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Municipal Pension Plan.

28.06 Seniority

Seniority shall continue to accrue to the credit of the employee taking leave under this Article.

28.07 Supplementary Employment Insurance Benefits

Employees who are entitled to maternity, parental or adoption leave and who will apply for and will be in receipt of Employment Insurance (**EI**) benefits are eligible to receive one (1) Supplementary Employment Insurance Benefits (SEIB) payment equal to one hundred percent (100%) of the employee's gross weekly earnings during Employment Insurance waiting period.

ARTICLE 29: LEAVE OF ABSENCE

29.01 General Leave

Upon receipt of a written request from an employee, the Employer may, in its sole discretion, grant an employee a general, unpaid leave of absence for a maximum of six (6) months. Seniority, sick leave and vacation entitlement shall cease to accumulate during any approved general, unpaid leave of absence in excess of thirty (30) days.

Requests for Service Canada approved leaves will be reviewed and may be considered.

29.02 Compassionate Leave

Notwithstanding any other leave or vacation due an employee, on satisfactory evidence, an employee may be granted compassionate leave with pay up to a period of three (3) days per calendar year.

29.03 Employee Development and Education Leave

The Employer is committed to provide a working environment where all employees have the opportunity to develop their skills and abilities. ***Employees*** are encouraged to maximize their potential through utilization of training and/or educational opportunities. ***The Training and Education policy will be reviewed regularly and discussed at Labour/Management meetings.***

An employee shall be entitled to leave of absence with pay to write examinations necessary to upgrade his employment qualifications.

29.04 Bereavement Leave

Regular and auxiliary employees who have completed their probationary period may use up to three (3) regularly scheduled work days leave with pay, in the case of the death of a member of the employee's immediate family or the immediate family of the employees' spouse (including common-law spouse and same-sex partner).

In the event the employee travels off of Vancouver Island, or North or West of Nanaimo to attend the funeral, additional leave to a maximum of three (3) days will be granted, at the discretion of the Employer.

29.05 Family Responsibility Leave

Regular employees who have completed their probationary period will be allowed to use a maximum of five (5) days per year from their sick leave or vacation entitlements to meet the responsibilities associated with the care, health or education of any child in the employee's care or *for* the care of any member of the employee's immediate family. ***Additional time may be accommodated upon approval by the Chief Administrative Officer or designate.***

29.06 Public Office Leave

The Employer shall grant unpaid leave of absence without loss of seniority or benefits so that an employee may stand as a candidate for federal, provincial or municipal elected office for up to and including four (4) weeks provided written notice is given to the Employer a minimum of two (2) weeks in advance of the requested effective date of the leave.

ARTICLE 30: BENEFITS

30.01 No Changes Without Agreement

The Employer agrees to pay one hundred percent (100%) of the premiums for the benefit plans found in Schedule "B", attached to and forming part of this Agreement. The Employer shall not change levels of coverage in the Benefit Programs without the agreement of the Union.

The Employer's responsibility under this Agreement is limited to the payment of premiums to purchase these benefits. The Employer has no liability for the failure or refusal of the benefit provider to honour an employee's claim or to pay benefits and no such action on the part of the benefit provider will constitute a breach of this Agreement by the Employer. The Employer is not responsible for paying any benefits under this Article. No dispute under or relating to this Article will be subject to the grievance and Arbitration procedures, except where the Employer has failed to pay the insurance premiums.

30.02 Effective Date of Benefit Coverage

A new employee's entitlement to benefits under this Agreement will commence on the first of the month immediately following the employee's date of hire.

30.03 Maintenance of Benefit Coverage

A regular employee, while on temporary layoff or unpaid leave of absence of up to six (6) months shall continue to maintain their coverage in the Medical, Dental, Extended Health, Group Life Insurance, Accidental Death and Dismemberment and Long Term Disability benefit plans by paying one hundred percent (100%) of the costs of the premiums beginning the first day of the month following that in which the layoff or leave occurs.

Additionally, an employee who is eligible for WCB benefits may maintain their enrolment in the benefit plans by paying their share of the premium costs.

30.04 Long Term Disability Plan

The Employer shall provide a mutually acceptable Long Term Disability (LTD) Insurance Plan. The premiums for this coverage shall be one hundred percent (100%) employee paid. The LTD Plan shall provide as follows:

- a) A benefit level of sixty-seven percent (67%) of the first one thousand eight hundred dollars (\$1,800.00) of monthly earnings, fifty percent (50%) of the balance up to the maximum allowed by the provider.
- b) A seventeen (17) week qualification period from the date of disability during which no benefit is payable under the Plan.
- c) An employee, during the qualification period, as well as while in receipt of Long Term Disability benefits, shall be considered to be on approved medical leave of absence. Such an employee, including one engaged in rehabilitation employment with the Employer, shall continue to be covered by the provisions of the Medical Services Plan, Extended Health Plan, Group Life Insurance and Dental Plan. The Employer shall pay seventy-five percent (75%) of the premiums for the first two (2) years. While in receipt of Long Term Disability payments, contributions to the Municipal Pension Plan shall be waived and such status shall be reported to the Commissioner for the Plan. Following the first two (2) years while on Long Term Disability, the Long Term Disability recipient may opt to continue benefit coverage by assuming the full premium costs of such benefits.

30.05 Municipal Pension Plan

- a) All newly hired regular employees, shall participate under the Municipal Pension Plan, subject to the terms and conditions of such Plan, from their initial date of hire as a regular employee.
- b) A newly hired employee, who was previously participating under the Municipal Pension Plan or a reciprocal plan, shall immediately be enrolled in the Plan, provided the new hire has not withdrawn their previous

contributions and provided the break in service of the employee is thirty (30) calendar days or less.

- c) Auxiliary employees, who become eligible subject to the terms and conditions of the Pension Benefits Standards Act, may participate in the Plan.

30.06 Early Retirement

Those employees who retire prior to age sixty-five (65) may opt to continue to be enrolled under the benefits of the Group Life Insurance Plan until age sixty-five (65), provided the carrier agrees to continue the coverage. The employee will be responsible for one hundred percent (100%) of the premium.

30.07 Disposition of Employment Insurance Rebate

The Employer shall register its Sick Leave Plan with Human Resources Development Canada for premium reduction purposes. The Union shall be notified of the premium reduction, which shall be disposed of in a manner mutually agreeable to the parties.

30.08 Retirement Gratuity

After five (5) year's continuous service, unless employment is terminated for just cause, a gratuity of one and one-half (1½) day's pay for each completed year of service shall be paid to regular employees leaving the service of the Employer. Employees receiving a gratuity under this Article shall not also be eligible for severance under Article 17.06 (Severance Pay).

30.10 Retirement Counselling

Where employees, who are within ten (10) years of minimum retirement age, wish to register in a retirement planning seminar, they will be granted one (1) day (shift) leave of absence with pay to attend one (1) retirement planning seminar, provided there is no cost to the Employer for this seminar.

30.11 Portability of Previous Employer's Benefit Plans

A newly hired regular employee shall be eligible to immediately enroll in the Medical Services Plan, Extended Health Benefit Plan, Dental Plan, Group Life Insurance Plan and the Long Term Disability Plan, provided:

- a) they were previously employed by a municipal employer in the Capital Regional District immediately prior to being hired, and;
- b) they were previously enrolled in such plans and will not have a break in benefit coverage, and;
- c) they **pay** one hundred percent (100%) of the costs of the premiums for such coverage ***until the first (1st) of the following month.***

30.12 Survivor Benefit

Upon the death of a regular employee who leaves a spouse and/or dependants enrolled in the Medical Services Plan, Dental Plan and Extended Health Benefit Plan, such enrolment may continue for twelve (12) months following the employee's death, provided the enrolled family members pay the employee's share of the cost of the premium for the plans. The Employer shall advise the survivor of this benefit.

30.13 Employee and Family Assistance Program

- a) An Employee and Family Assistance Program was implemented by the Parties and implemented into the workplace in 2009.
- b) The Employee and Family Assistance **Program** shall apply to all **eligible** employees and their dependents as defined by the Plan.
- c) The Employer shall be responsible for the cost of the Employee and Family Assistance **Program**.
- d) The Parties shall monitor the effectiveness of the Employee and Family Assistance **Program**.

ARTICLE 31: HEALTH AND SAFETY

31.01 Mutual Co-operation

The Employer and the Union agree to co-operate in improving the safety and occupational health of employees and in educating employees and supervisors in proper safety practices and procedures.

31.02 Safety Committee

The Parties agree to establish an Occupational Health and Safety Committee as per the WCB Regulation. The Committee shall consist of two (2) representatives of the Union and two (2) representatives of the Employer and the Union shall appoint its members to the Committee. The Committee shall meet a minimum of once a month.

31.03 Right to Refuse Unsafe Work

No employee shall be disciplined for refusal to work on a job, or handle equipment, which is unsafe in accordance with WCB Industrial Health and Safety Regulations.

31.04 Accident Investigations

The Health and Safety Committee shall review and report as soon as possible on the nature and cause of work accidents or injuries, in compliance with the Workers' Compensation Board Regulations.

31.05 Clothing

The Employer will provide personal protective equipment required by the Workers' Compensation Board, where required as found in Schedule "C" of the Collective Agreement.

31.06 Safety Footwear Allowance

All employees covered under this agreement who have passed their probationary period will be reimbursed for safety footwear up to three hundred dollars (\$300) per calendar year upon the presentation of the receipt.

All wastewater employees covered under this agreement who have passed their probationary period will be reimbursed for safety footwear up to five hundred dollars (\$500) per calendar year upon presentation of the receipt.

31.07 Immunization

All employees who frequently come into contact with garbage, sewage (including storm) and first aid attendants shall, with consent, be immunized against Hepatitis A and B at the Employer's expense.

ARTICLE 32: SEXUAL AND PERSONAL HARASSMENT

32.01

The Employer and the Union recognize the right of employees to work in an environment free from sexual/personal harassment and agree to co-operate in attempting to resolve, in a confidential manner, all complaints of sexual/personal harassment which may arise in the work place. The complainant and the alleged harasser and any witnesses or co-workers interviewed, shall be advised they have the right to have a Union representative present at all meetings.

32.02

For purposes of this Agreement, sexual harassment shall be defined as any sexually oriented practice which undermines an employee's health or job performance, or endangers an employee's employment status or potential.

32.03

For the purposes of this Agreement, personal harassment shall be defined as any behaviour consisting of offensive comments or actions which demean, belittle, or intimidate an individual or causes personal humiliation or undermines an employee's health or job performance, or endangers an employee's employment status or potential, except that this Article shall not be used to circumvent the disciplinary and/or performance appraisal procedures. This Article relates to interpersonal relationships only.

32.04

Cases of sexual/personal harassment shall be considered as discrimination and, if not resolved on a confidential basis pursuant to Section 32.01 above, shall be eligible to be processed as a grievance. In cases of sexual harassment, an Arbitration Board shall have the power to transfer or discipline any person found guilty of sexually harassing an employee.

ARTICLE 33: DISCIPLINE AND EMPLOYEE RECORDS

33.01 Just Cause

An employee may be subject to immediate dismissal or suspension for just cause.

33.02 Right to Steward

Meetings which take place with an employee, where disciplinary action is to be taken, shall have a shop steward present.

33.03 Disclosure to Union

When an employee is disciplined in writing by the Employer, the letter shall contain full disclosure of the reasons, grounds for action and/or penalty, with a copy to the Union Representative.

33.04 Personnel Record

An employee shall have the right at any time to have access to and review their personnel record and to respond in writing to any document contained therein. Such reply shall become part of the employee's record.

Any disagreement as to the accuracy of the information contained in the file may be the subject of the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

Upon request, an employee shall be given a copy of all material in their personnel record and shall initial each page in the file for which a copy has been obtained.

33.05 Right to Remove Discipline from Personnel File

The Employer shall give every reasonable consideration to a request in writing from an employee to remove from his personnel file any written letter of discipline. Any disciplinary document shall be removed from an employee's personnel file provided a minimum of twenty-four (24) months has elapsed from the date of issuance, and there has been no further disciplinary action affecting the employee. Performance appraisals are not disciplinary documents.

ARTICLE 34: CONTRACTING OUT

34.01

The Employer agrees that no employee shall be laid off and placed on the recall list, and fail to be recalled or otherwise terminated, as a result of contracting out of bargaining unit work.

34.02

All subcontractors must meet Workers' Compensation Board requirements, as set down by the Workers' Compensation Board.

ARTICLE 35: TERM OF AGREEMENT

35.01 Duration

This Agreement shall be binding and remain in full force and effect from January 1, **2022** to December 31, **2026** and shall continue while bona fide collective bargaining is under way, and from year-to-year thereafter as provided for in the Statutes of the Province of British Columbia.

35.02 Changes in Agreement

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

35.03 Notice of Bargaining

Either party desiring to negotiate a renewal of this Agreement shall, within four (4) months of the expiration of the Agreement, give notice in writing to the other party.

35.04 Continuation Clause

Should either party give written notice to the other party in accordance with Article 35.03 (Changes in Agreement), this Agreement shall thereafter continue in full force and effect, until the Union commences a legal strike or the Employer commences a legal lockout, or the parties conclude a renewal or revision of this Agreement, or a new Agreement.

35.05 Retroactivity

- a) Following negotiations, within thirty (30) *calendar* days of the acceptance of both parties of the terms and conditions of an Agreement, the legal Agreement will be executed by the official representatives of the two (2) *Parties*.
- b) Retroactive pay shall be paid at the earliest date practical, and not later than thirty (30) calendar days following the date of the signing of this Agreement. Pay shall be retroactive to January 1, **2022**.

ARTICLE 36: INDEMNIFICATION

36.01

- (i) Employees shall be indemnified against claims for damages in accordance with the Employer's Indemnification Bylaw.
- (ii) Any dispute regarding the application of the Indemnification Bylaw to an employee shall be processed through the grievance procedure.

ARTICLE 37: FIRST AID ALLOWANCE

37.01

An employee who holds a valid Level One (1) Occupational First Aid Certificate and is appointed First Aid Attendant shall be paid **\$25.00** each pay period in the month they are on duty. Each site will have an appointed First Aid Attendant.

37.02

The Employer shall cover the costs of certification and re-certification and time off for certifying or re-certifying for regular employees required to hold a valid Level One (1) Occupational First Aid Certificate.

ARTICLE 38: LETTERS OF UNDERSTANDING**38.01**

For the term of this Agreement, the following Letters of Understanding shall be attached to and form part of this Agreement:

2. Hours of Work – Corporate Assistant
6. Bylaw Enforcement Officer I
7. Job Description Update
10. **Honouring Government Service for Adjusted Vacation Allotment**

History

LOU No.	LOU TITLE	HISTORY
No. 1	Hours of Work – Grandparenting Existing Employees	2006-2018 (Retired)
No. 1	Vacant	2019 onwards
No. 2	Hours of Work – Corporate Assistant (modified from specific employees to position)	2006-Current
No. 3	Modified Work Week (Incorporated in)	2006-2011
No. 3	Duties of Head of Building and Bylaw Services Position	2012-2018 (Retired)
No. 3	Vacant	2019 onwards
No. 4	Benefit Plan Cost Savings	2006-2008 (Retired)
No. 4	Christmas Office Closure with Pay	2009 (Retired)
No. 4	Duties of Head Building and Bylaw Services Position	2010-2011 (Renumbered)
No. 4	Vacant	2012 onwards
No. 5	Wastewater Treatment Plant Services (Incorporated in)	2019-2021
No. 8	Training and Development Policy (Incorporated in)	2019-2021
No. 9	Long Term Disability	2019-2021

The following Management Policies will be ongoing topics at the Labour Management Meetings:

- ***Training and Education Policy***
- ***Home Based Work Policy***


IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on this 2ND day of DECEMBER, 2021, in District of Sooke, Province of British Columbia.

FOR THE EMPLOYER:

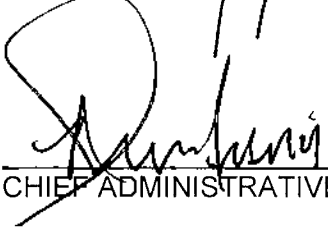
FOR THE UNION:



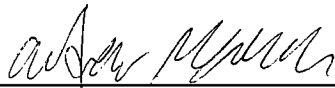
MAYOR



PRESIDENT, CUPE, Local 374



CHIEF ADMINISTRATIVE OFFICER



VICE-PRESIDENT, CUPE, Local 374

2022-2026 CUPE WAGE SCHEDULE "A"

Job Title	Jan 1, 2021 2%	Jan 1, 2022 0.77	Jan 1, 2023 2%	Jan 1, 2024 2%	Jan 1, 2025 2%	Jan 1, 2026 2%
Student Intern	\$ 23.86	\$ 24.63	\$ 25.12	\$ 25.63	\$ 26.14	\$ 26.66
Parks Labourer	\$ 27.18	\$ 27.95	\$ 28.51	\$ 29.08	\$ 29.66	\$ 30.25
General Support Clerk	\$ 28.45	\$ 29.22	\$ 29.80	\$ 30.40	\$ 31.01	\$ 31.63
Parks Worker I	\$ 28.84	\$ 29.61	\$ 30.20	\$ 30.81	\$ 31.42	\$ 32.05
Parks Worker II	\$ 30.21	\$ 30.98	\$ 31.60	\$ 32.23	\$ 32.88	\$ 33.53
<i>Building Inspection Clerk</i> Operations Clerk Records Management Clerk Wastewater Clerk	\$ 31.81	\$ 32.58	\$ 33.23	\$ 33.90	\$ 34.57	\$ 35.27
Wastewater Operator I	\$ 32.44	\$ 33.21	\$ 33.87	\$ 34.55	\$ 35.24	\$ 35.95
Corporate Services Assistant Financial Services Assistant I Fire Services/Emergency Program Assistant Planning & Development Administrator Wastewater Operator II	\$ 35.10	\$ 35.87	\$ 36.59	\$ 37.32	\$ 38.07	\$ 38.83
Parks Operations – Lead Hand Tradesperson - Carpenter Engineering Technologist I	\$ 37.43	\$ 38.20	\$ 38.96	\$ 39.74	\$ 40.54	\$ 41.35
Financial Services Assistant II GIS & Land Records Analyst Technology Support Analyst	\$ 38.39	\$ 39.16	\$ 39.94	\$ 40.74	\$ 41.56	\$ 42.39
Bylaw Enforcement Officer I	\$ 38.91	\$ 39.68	\$ 40.47	\$ 41.28	\$ 42.11	\$ 42.95
Wastewater Operator III	\$ 39.65	\$ 40.42	\$ 41.23	\$ 42.05	\$ 42.89	\$ 43.75
Building Official I	\$ 40.55	\$ 41.32	\$ 42.15	\$ 42.99	\$ 43.85	\$ 44.73
Planner I	\$ 42.86	\$ 43.63	\$ 44.50	\$ 45.39	\$ 46.30	\$ 47.23
Building Official II Bylaw Enforcement Officer II/Business License Inspector Wastewater Lead Operator	\$ 43.73	\$ 44.50	\$ 45.39	\$ 46.30	\$ 47.22	\$ 48.17
Engineering Technologist II	\$ 43.92	\$ 44.69	\$ 45.58	\$ 46.50	\$ 47.43	\$ 48.37
Land Development Technician Parks & Environmental Services Coordinator Planner II	\$ 47.54	\$ 48.31	\$ 49.28	\$ 50.26	\$ 51.27	\$ 52.29
Chief Building Official Head of Geographic Services Head of Information Technology Head of Parks and Environmental Services Lead Engineering Technologist Senior Planner	\$ 50.75	\$ 51.52	\$ 52.55	\$ 53.60	\$ 54.67	\$ 55.77

PROTECTIVE EQUIPMENT AND SAFETY FOOTWEAR – SCHEDULE “C”

POSITION	PROTECTIVE EQUIPMENT AND SAFETY FOOTWEAR REQUIRED
<p>Engineering Technologist I Engineering Technologist II Head of Parks and Environmental Services Land Development Technician Lead Engineering Technologist Parks and Environmental Services Coordinator</p> <p>Planner I Planner II Senior Planner</p> <p>Bylaw Enforcement Officer I Bylaw Enforcement Officer II / Business License Inspector Building Official I Building Official II Chief Building Official</p>	<p>Safety Footwear, Hard Hat, Rain Gear</p> <p>Rubber Footwear, Rain Gear</p> <p>Safety Footwear, Hard Hat, Rain Gear, Uniform</p>

LETTER OF UNDERSTANDING NO. 2

BETWEEN:

THE DISTRICT OF SOOKE

(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 374

(hereinafter referred to as the "Union")

Hours of Work – Corporate Services Assistant

The parties agree that the Work Day for the Corporate Assistant - shall be:

Monday to Friday, thirty-five (35) hours per week **between 7:00 am to 5:00 pm, as per Article 18.02a** except when evening meetings of Council or Committee are held, on which days **their schedule may be altered into evening hours.**

If the Employer fails to provide twenty-four (24) hours advance notice of change to the Corporate Assistant's work schedule, the overtime provisions of the collective agreement shall apply.

All rights, benefits, and privileges of the Collective Agreement shall apply to the employee except as otherwise specified herein.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 2nd day of DECEMBER, 2021, in District of Sooke, Province British Columbia.

FOR THE EMPLOYER:

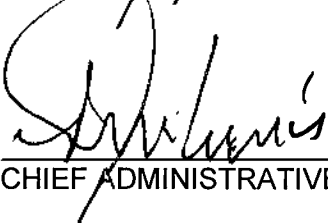
FOR THE UNION:



MAYOR



PRESIDENT, CUPE, Local 374



CHIEF ADMINISTRATIVE OFFICER



VICE-PRESIDENT, CUPE, Local 374

LETTER OF UNDERSTANDING NO. 6

BETWEEN:

THE DISTRICT OF SOOKE

(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 374

(hereinafter referred to as the "Union")

Bylaw Enforcement Officer

The Parties agree that the Work Schedule for the Bylaw Enforcement Officer I Schedule shall be the following:

1. All rights, benefits, and privileges of the Collective Agreement shall apply to the employee except as otherwise specified herein.
2. The Bylaw Enforcement Officer I position **is considered an Inside Worker and** shall work seven (7) hours per day. **Article 18 shall apply in its entirety.**

There shall be a Winter and Summer Schedule that shall include a variation of hours as per Article 18.03 that will include evenings and weekends.

3. The Bylaw Enforcement Officer I shall work **special events (including statutory holidays) outside of regular scheduled work days. A two (2) week minimum notice period shall be provided for any additional shifts.**

If the above statutory holiday falls on the Bylaw Enforcement Officer I regular day off, as per above section 2, the employee shall be paid two times (2X) his regular pay for all such hours actually worked on that day, as per Article 22.04 *Work on a Statutory Holiday* plus a day in lieu of.

4. The work schedule may be altered during the terms of this Agreement by mutual agreement.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 2ND day of DECEMBER, 2021, in District of Sooke, Province British Columbia.

FOR THE EMPLOYER:

MAYOR

CHIEF ADMINISTRATIVE OFFICER

FOR THE UNION:

PRESIDENT, CUPE, Local 374

VICE-PRESIDENT, CUPE, Local 374

LETTER OF UNDERSTANDING NO. 7

BETWEEN:

THE DISTRICT OF SOOKE

(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 374

(hereinafter referred to as the "Union")

Job Description Update

The Parties agree that all CUPE job descriptions require updating to align with the new organizational structure and to properly reflect the updated duties, responsibilities and qualifications required to perform the position, and reporting structure. In order to complete this update, a Letter of Understanding will be completed to ensure process is manageable and complete within the agreed-upon timeframe.

Project: Re-Organizational Structure – **Complete**

1. The District of Sooke will be implementing a new organizational and reporting structure effective January 1, 2020 which includes new departments, positions moved into other departments and new positions created.
2. Ensure job descriptions are updated to reflect this new re-organizational structure and organizational processes.

Project: Job Evaluation

1. Once all drafted job descriptions are complete, conduct the job evaluation with the Parties to ensure consistency with all CUPE positions within the same pay grade.
2. Job descriptions to be provided to the Union for their thirty (30) calendar day review as per Article 25.01 Job Descriptions. – **Complete**
3. After the Union has provided feedback the District of Sooke may sign off and implement.

– **Complete**

Project: Wage Schedule "A"

1. Once job descriptions are complete, move positions into the appropriate pay grade in the Wage Schedule "A".
2. Any pay grade that only has one position, provide recommendation to the Parties of the process to move those positions into another pay grade to eliminate single position pay grades.

Project: Pay Reviews

1. No new pay review requests will be accepted ***until the Job Evaluation Plan is complete.***

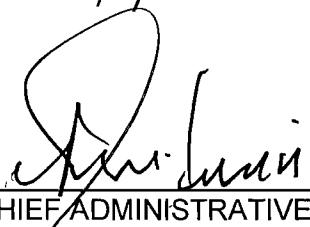
The Parties agree to have all the job descriptions updated including the projects listed above completed by no later than ***December 31, 2022.***

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 2nd day of December, 2021, in District of Sooke, Province British Columbia.

FOR THE EMPLOYER:



MAYOR



CHIEF ADMINISTRATIVE OFFICER

FOR THE UNION:



PRESIDENT, CUPE, Local 374



VICE-PRESIDENT, CUPE, Local 374

Letter of Understanding No. 10

BETWEEN:

THE DISTRICT OF SOOKE

(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 374

(hereinafter referred to as the "Union")

Honouring Government Service for Adjusted Vacation Allotment

The parties agree to honor new employees' years of service for the purpose of adjusted vacation allotments.

1. Any new employee hired shall have years of service worked in reciprocal employers (with an employer that contributes to Municipal Pension or a reciprocal plan as listed on the BC Municipal Pension Plan website) honored for the purpose of calculating vacation entitlement to a maximum of 23 days with a maximum credit of 13 years. (Article 21.01b) iv.)
2. Years of service experience shall not apply to seniority, sick time or any other entitlement in the collective agreement other than vacation.
3. Effective January 2022, this shall apply to all employees with past recognized service.
4. All new employees *starting at the maximum entitlement of 23 days* must have four (4) years of service with the District of Sooke before moving to the next step within the vacation entitlements.
5. Employees must provide proof of years of service to receive an adjusted vacation allotment (ROEs or Employer correspondence).
6. Calculation Example: Employee hired January 2022

New Employees:

April 07 – Jan 08:	Municipal Employee	1 year of service
Jan 08 – April 09:	BC Government EE	1 year of service
May 09 – Aug 11:	Municipal Employee	3 years of service
Sept 11 – Jan 13	Municipal Pension ER	2 years of service
Jan 13 – Dec 21	Municipal Employee	9 years of service
<hr/>		
Total Service:		16 years of service

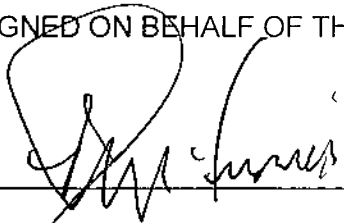
New Employer January 2022: Entitlement 13 years of service – 23 days.
Move to next step: January 2026

Allotment as of January 2022:

Current Vacation Entitlement:	1st year =	15 days of vacation
Honored Additional Vacation Allotment:	12 years	
Adjusted Vacation Entitlement Year:	13th year =	23 days of vacation

7. If an employee leaves within four (4) years of date of hire, vacation accrual will be based on vacation entitlements in article 21.01b and shall not include the adjusted vacation allotment.

SIGNED ON BEHALF OF THE EMPLOYER



**NORM MCINNIS
CHIEF ADMINISTRATIVE OFFICER
DISTRICT OF SOOKE**

SIGNED ON BEHALF OF THE UNION



**SHIREEN CLARK
PRESIDENT
CUPE LOCAL 374**



**CONSTANCE MACDONALD
HEAD OF HUMAN RESOURCES
DISTRICT OF SOOKE**



**ANDREW MCNEILL
UNIT VICE PRESIDENT
CUPE LOCAL 374**

LETTER OF UNDERSTANDING No. 11

BETWEEN:

THE DISTRICT OF SOOKE

(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 374

(hereinafter referred to as the "Union")

Hours of Work – Parks Labourers (auxiliary)

The Parties agree that the Work Day for (auxiliary) Parks Labourers – shall be:

Monday to Friday (Shift 1) and Wednesday to Sunday (Shift 2), up to forty (40) hours per week between 7:00 am to 5:00 pm, as per article 18.02(b).

Auxiliary Parks Labourers hired after the implementation of this LOU shall have their regular hours listed in their hire letter as either Shift 1 or Shift 2.

Shift premiums shall apply for regular hours worked on a Saturday and Sunday (Shift 2), as per article 18.08.

The work schedule may be altered during the terms of this Agreement by mutual agreement.

All rights, benefits, and privileges of the Collective Agreement shall apply to the incumbent except as otherwise specified herein.

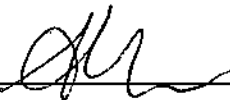
IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 16th day of June in the year 2022, in the District of Sooke, British Columbia.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION



DON SCHAFFER
INTERIM CHIEF ADMINISTRATIVE OFFICER
DISTRICT OF SOOKE



SHIREEN CLARK
PRESIDENT
CUPE LOCAL 374



CONSTANCE MacDONALD
HEAD OF HUMAN RESOURCES
DISTRICT OF SOOKE



ANDREW MCNEILL
UNIT VICE PRESIDENT
CUPE LOCAL 374

LETTER OF UNDERSTANDING No. 12

BETWEEN:

THE DISTRICT OF SOOKE

(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 374

(hereinafter referred to as the "Union")

Auxiliary Employee

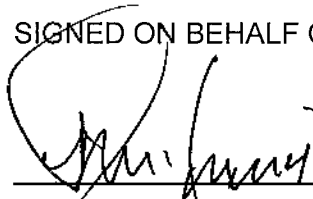
The Parties agree that an auxiliary employee shall work outside of article 1.04 when covering a maternity leave and shall be as follows:

An employee of the bargaining unit not employed as a regular full-time or regular part-time employee for a purpose limited to:

- a) Relief of a regular employee on vacation leave, sick leave, maternity leave, paternity leave, adoption leave, long term disability of less than one (1) year duration, workers' compensation of less than one (1) year duration, compassionate leave, educational leave or other leaves where the duration of employment is less than one (1) year.
- b) Relief of a maternity leave may work for the duration of the leave as per legislation plus three (3) months.**
- c) Projects of less than one (1) year duration.
- d) Work of an emergency nature.
- e) Less than one-half (1/2) the normal full-time work schedule per year.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 7th day of April in the year 2022, in the District of Sooke, British Columbia.

SIGNED ON BEHALF OF THE EMPLOYER



NORM MCINNIS
CHIEF ADMINISTRATIVE OFFICER
DISTRICT OF SOOKE



CONSTANCE MacDONALD
HEAD OF HUMAN RESOURCES
DISTRICT OF SOOKE

SIGNED ON BEHALF OF THE UNION



SHIREEN CLARK
PRESIDENT
CUPE LOCAL 374



ANDREW MCNEILL
UNIT VICE PRESIDENT
CUPE LOCAL 374

LETTER OF UNDERSTANDING No. 13

BETWEEN:

THE DISTRICT OF SOOKE

(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 374

(hereinafter referred to as the "Union")

Project Premium

The Parties agree to add a new article 18.09 for project premium language and that:

- a) a letter of agreement will be prepared for the employee per project and placed on the employee's personnel file
- b) a premium can be appointed while performing the function outside of an employee's job description or when specifically performing the duties outside of an employee's job description
- c) the premium of \$^{3.00} per hour is above the hourly rate of the employee's position has been provided since the appointment of such function since August 25, 2008
- d) the premium is separate from acting pay (article 20.03)
- e) the premium is in effect for the duration of the timeline specified in the letter of agreement

All rights, benefits, and privileges of the Collective Agreement shall apply to the incumbent except as otherwise specified herein.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 26 day of August in the year 2008, in the District of Sooke, British Columbia.

SIGNED ON BEHALF OF THE EMPLOYER

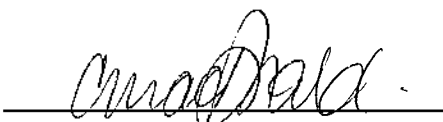
SIGNED ON BEHALF OF THE UNION



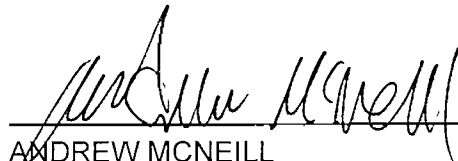
DON SCHAFFER
INTERIM CHIEF ADMINISTRATIVE OFFICER
DISTRICT OF SOOKE



SHIREEN CLARK
PRESIDENT
CUPE LOCAL 374



CONSTANCE MacDONALD
HEAD OF HUMAN RESOURCES
DISTRICT OF SOOKE



ANDREW MCNEILL
UNIT VICE PRESIDENT
CUPE LOCAL 374

LETTER OF UNDERSTANDING No. 14

BETWEEN:

THE DISTRICT OF SOOKE

(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 374

(hereinafter referred to as the "Union")

Job Evaluation Blue Circled Position

The Parties agree that positions that have been blue circled as an outcome of the job evaluation, as per LOU #7, and are subject to the following:

- a) The incumbent in the Wastewater Clerk position has been downgraded and shall be considered blue circled and shall continue to receive regular annual increases outlined in the Wage Schedule 'A'.
- b) Should the incumbent of such position move into another position or depart the District, the position will be posted at the new rate, as per the updated Wage Schedule 'A' effective October 1, 2022.

All rights, benefits, and privileges of the Collective Agreement shall apply to the incumbent except as otherwise specified herein.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 10th day of March in the year 2023, in the District of Sooke, British Columbia.

SIGNED ON BEHALF OF THE EMPLOYER



RAECHÉL GRAY
DEPUTY CHIEF ADMINISTRATIVE OFFICER
DISTRICT OF SOOKE

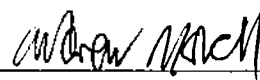
SIGNED ON BEHALF OF THE UNION



SHIREEN CLARK
PRESIDENT
CUPE LOCAL 374



CONSTANCE MacDONALD
HEAD OF HUMAN RESOURCES
DISTRICT OF SOOKE



ANDREW MCNEILL
UNIT VICE PRESIDENT
CUPE LOCAL 374

LETTER OF AGREEMENT 2022-01

LONG TERM DISABILITY PLAN
(as per Article 30.04)

BETWEEN:

THE DISTRICT OF SOOKE

(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 374

(hereinafter referred to as the "Union")

The Parties agree that article 30.04 Long Term Disability Plan shall be updated in the next round of bargaining:

The Employer shall provide a mutually acceptable Long Term Disability (LTD) Insurance Plan. The premiums for this coverage shall be one hundred percent (100%) employee paid. The LTD Plan shall provide as follows:

- a) A minimum benefit level of sixty-six-point-six-seven percent (66.67%). **Coverage to a maximum of \$10,000 per month or Non-Evidence Maximum (NEM) to \$8,250 based on regular salary earnings (excluding overtime or one-time payouts).**
- b) A seventeen (17) week qualification period from the date of disability during which no benefit is payable under the Plan.
- c) An employee, during the qualification period, as well as while in receipt of Long Term Disability benefits, shall be considered to be on approved medical leave of absence. Such an employee, including one engaged in rehabilitation employment with the Employer, shall continue to be covered by the provisions of the Medical Services Plan, Extended Health Plan, Group Life Insurance and Dental Plan. The Employer shall pay seventy-five percent (75%) of the premiums for the first two (2) years. While in receipt of Long Term Disability payments, contributions to the Municipal Pension Plan shall be waived and such status shall be reported to the Commissioner for the Plan. Following the first two (2) years while on Long Term Disability, the Long Term Disability recipient may opt to continue benefit coverage by assuming the full premium costs of such benefits.

IN WITNESS WHEREOF the Parties hereto have cause this Letter of Agreement to be executed on this 11th day of June in the year 2022, in the District of Sooke, British Columbia.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION




DON SCHAFFER
INTERIM CHIEF ADMINISTRATIVE OFFICER
DISTRICT OF SOOKE



SHIREEN CLARK
PRESIDENT
CUPE LOCAL 374



CONSTANCE MacDONALD
HEAD OF HUMAN RESOURCES
DISTRICT OF SOOKE



ANDREW MCNEILL
UNIT VICE PRESIDENT
CUPE LOCAL 374

LETTER OF AGREEMENT 2022-02
PLANNING CONTRACTED POSITIONS

BETWEEN:

THE DISTRICT OF SOOKE
(hereinafter referred to as the "Employer")

AND


THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 374
(hereinafter referred to as the "Union")

The Parties agree that contractors shall be hired for the sole purpose of ensuring operations continue during the absence of a functioning planning division and agree that:

- a) active efforts shall be made to recruit for competent and qualified planning division employees;
- b) a functioning planning division consists of a minimum of three (3) planning division employees;
- c) union dues are paid based on the Senior Planner position per contractor hired; and
- d) the term shall be until November 30, 2022, or extended by mutual agreement.


IN WITNESS WHEREOF the Parties hereto have cause this Letter of Agreement **to be executed** on this 16th day of June in the year 2022, in the District of Sooke, British Columbia.

SIGNED ON BEHALF OF THE EMPLOYER



DON SCHAFFER
INTERIM CHIEF ADMINISTRATIVE OFFICER
DISTRICT OF SOOKE

SIGNED ON BEHALF OF THE UNION



SHIREEN CLARK
PRESIDENT
CUPE LOCAL 374



CONSTANCE MacDONALD
HEAD OF HUMAN RESOURCES
DISTRICT OF SOOKE



ANDREW MCNEILL
UNIT VICE PRESIDENT
CUPE LOCAL 374