

COLLECTIVE AGREEMENT

BETWEEN

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

AND THE

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

January 1, 2004 to December 31, 2006

INDEX FOR COLLECTIVE AGREEMENT
between
DISTRICT OF NORTH COWICHAN
and
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 358

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THIS AGREEMENT made and entered into this 18th day of February, 2004

BETWEEN:

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

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

(hereinafter called the "Employer")

OF THE FIRST PART

AND THE:

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

(hereinafter called the "Union")

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

OF THE SECOND PART

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

AND WHEREAS this Agreement shall extend to and cover all outside employees of the Corporation of the District of North Cowichan excepting those excluded by Statute;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1 **DEFINITIONS**1.01 **Probationary Employee**

A newly hired employee who is completing sixty-five (65) working days from the date of hire.

1.02 **Regular Employee**

Any employee having satisfactorily completed the probationary period.

1.03 **Full-time Employee**

Any probationary or regular employee who works the full hours of work as identified in Article 18.

All benefits are applicable as specified in this Agreement.

1.04 **Part-time Employee**

Any probationary or regular employee who has a fixed job assignment on a regularly scheduled basis, and who works less than the full hours of work as identified in Article 18.

- (a) If working sixty (60%) per cent or less than Full Time Equivalent (FTE) hours of a position in each pay period, the employee shall be paid biweekly an additional eight (8%) per cent of regular earnings in the pay period in lieu of Articles 22.01 Vacation, 28.01 Extended Health, 28.03 Dental Plan, 28.04 Group Life Insurance, and 28.06 Long Term Disability. Article 28.01 Medical Services Plan eligibility is available after the completion of 500 hours of work.

Prorated Sick Leave eligibility is available after the completion of 1000 hours of work. (Total regular hours worked divided by total regular hours of the position worked.)

- (b) If working more than sixty (60%) per cent of FTE hours of a position in each pay period, the employee shall be paid biweekly an additional twelve (12%) per cent of regular earnings in the pay period in lieu of these same articles specified in Article 1.04(a).
- (c) If working eighty (80%) percent or more of the FTE hours for at least six (6) consecutive pay periods, the employee shall be eligible for all benefits as per the Collective Agreement. Full benefits will cease and revert to 1.04(a) or 1.04(b), if the work schedule returns to less than eighty (80%) per cent of FTE hours for a period in excess of ninety (90) calendar days. Within this ninety (90) day period, sick leave, vacation, and statutory holidays shall be prorated.

1.05 Casual Employee

Any employee hired on an indeterminate or temporary/seasonal basis working on a more regularly scheduled basis, or on call, to enhance the work force, to replace an employee, or to fill intermittent work demands.

- (a) Casual employees shall accrue seniority on the basis of the number of days worked (i.e. one (1) day seniority for each day or portion thereof worked).
- (b) If working sixty (60%) per cent or less than Full Time Equivalent (FTE) hours of a position in each pay period, the employee shall be paid biweekly an additional eight (8%) per cent of regular earnings in the pay period in lieu of Articles 22.01 Vacation, 28.01 Extended Health, 28.03 Dental Plan, 28.04 Group Life Insurance, and 28.06 Long Term Disability.
Article 28.01 Medical Services Plan eligibility is available after the completion of 500 hours of work.

Prorated Sick Leave eligibility is available after the completion of 1000 hours of work. (Total regular hours worked divided by total regular hours of the position worked.)

- (c) If working more than sixty (60%) per cent of FTE hours of a position in each pay period, the employee shall be paid biweekly an additional twelve (12%) per cent of regular earnings in the pay period in lieu of these same articles specified in Article 1.05(b).
- (d) If working eighty (80%) percent or more of the FTE hours for at least six (6) consecutive pay periods, the employee shall be eligible for all benefits as per the Collective Agreement. Full benefits will cease and revert to 1.05(b) or 1.05(c), if the work schedule returns to less than eighty (80%) per cent of FTE hours for a period in excess of ninety (90) calendar days. Within this ninety (90) day period, sick leave, vacation, and statutory holiday shall be prorated.

1.06 Term Employee

Any Casual employee hired for a period not to exceed six (6) months, or in the case of pregnancy or parental leave relief, eight (8) months. There shall be no more than four (4) Term employees at any one time except as otherwise mutually agreed. No seniority rights shall be accrued, except where a Casual employee fills a Term position. Any Term employee, if later hired into a position in 1.03, 1.04, or 1.05 above, will have seniority recognized for prior time worked as a Term Employee.

- (a) If working sixty (60%) per cent or less than Full Time Equivalent (FTE) hours of a position in each pay period, the employee shall be paid biweekly an additional eight (8%) per cent of regular earnings in the pay period in lieu of Articles 22.01 Vacation, 28.01

Extended Health, 28.03 Dental Plan, 28.04 Group Life Insurance, and 28.06 Long Term Disability.

Article 28.01 Medical Services Plan eligibility is available after the completion of 500 hours of work.

Prorated Sick Leave eligibility is available after the completion of 1000 hours of work. (Total regular hours worked divided by total regular hours of the position worked.)

- (b) If working more than sixty (60%) per cent of FTE hours of a position in each pay period, the employee shall be paid biweekly an additional twelve (12%) per cent of regular earnings in the pay period in lieu of these same articles specified in Article 1.06(a).
- (c) If working eighty (80%) percent or more of the FTE hours for at least six (6) consecutive pay periods, the employee shall be eligible for all benefits as per the Collective Agreement. For Casuals no longer filling a Term position under Article 1.06(c), full benefits will cease and revert to 1.05(b) or 1.05(c) or 1.05 (d).

1.07 Student

Any employee currently enrolled in or intending at the end of the term of employment to enrol or re-enrol in either a secondary or post-secondary institute. Students shall only be entitled to vacation pay in accordance with the Collective Agreement. No seniority rights shall be recognized.

ARTICLE 2 **MANAGEMENT RIGHTS**

2.01 Management Rights

- (a) The management of the work force and of the methods of operation is vested exclusively in the Employer EXCEPT as otherwise specifically provided in this Agreement.
- (b) The Employer shall have the right to select its employees and to discipline or discharge them for proper cause, HOWEVER any employee who feels unfairly treated may appeal through the grievance procedure as set out in Article 12.

ARTICLE 3 **RECOGNITION**

3.01 Bargaining Unit

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

3.02 Right of Fair Representation

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

3.03 No Other Agreement

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

ARTICLE 4 **NO DISCRIMINATION**

4.01 Human Rights Act

Both parties to this Agreement agree to abide by the "Human Rights Act" as set out under Chapter 10 of the Revised Statutes of British Columbia.

4.02 Harassment

Any complaint alleging harassment will be dealt with through the Workplace and Sexual Harassment Policy of the Employer.

ARTICLE 5 **UNION SECURITY**

5.01 All Employees to be Members

- (a) All employees presently members of the Union shall maintain their membership in the Union as a condition of employment.
- (b) All current employees who exercised their option in 1974 or earlier shall, as a condition of employment, continue to pay the union dues and assessments as established by the Union for its members.
- (c) All new employees from January 1st 1975 shall, as a condition of employment, join the Union within the first thirty (30) calendar days of employment.

ARTICLE 6 **CHECK-OFF OF UNION DUES**

6.01 Check-off Payments

- (a) The Employer shall deduct from each employee bi-weekly, the dues, assessments and initiation fee as levied by the Union on its membership in conformity with its constitution.

- (b) The Union shall supply a copy of the constitution to the Employer; also any amendments thereto which may be adopted from time to time.

6.02 Deductions

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

ARTICLE 7 **NEW EMPLOYEES**

7.01 New Employees

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

The Employer shall supply one copy of the collective agreement to each employee per contract term.

7.02 Collective Agreement on WordPerfect Disk

The Union shall provide Management with a disk containing the new collective agreement in a mutually agreeable format.

ARTICLE 8 **CORRESPONDENCE**

8.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Administrator, or his designate, and the Shop Steward and the Union President.

ARTICLE 9 **LABOUR-MANAGEMENT COMMITTEE**

9.01 Establishment of Committee

A Labour-Management Committee shall be established consisting of a maximum of four (4) representatives of the Union and a maximum of four (4) representatives of the Employer.

9.02 Meetings of Committee

The committee shall meet regularly at a mutually agreeable time and place every two (2) months.

9.03 Minutes of Meetings

The Employer agrees to prepare minutes of each meeting and provide the Union with a copy within two (2) weeks of the meeting. The minutes shall be adopted by the Labour-Management Committee at its next meeting.

ARTICLE 10 not applicable

ARTICLE 11 not applicable

ARTICLE 12 **GRIEVANCE PROCEDURE**

12.01 Settling of Grievances

If during the life of this Agreement there should arise any grievance, dispute or other matter of controversy as to the carrying out of this Agreement, its terms, application, violation or operation, this grievance shall be discussed within twenty (20) days of the incident prompting the grievance, initially by the shop steward and department head or his representative.

If the matter is not resolved then each party shall appoint, within ten (10) days of notice from the other party so to do, three (3) persons to be members of a joint committee to examine the difficulty complained of and find a solution, which shall be submitted to both parties for approval. This committee shall meet within fourteen (14) days of its appointment.

ARTICLE 13 **ARBITRATION**

13.01 Composition of Board of Arbitration

If the grievance is not satisfactorily disposed of under the terms of the preceding article within fourteen (14) days, or such longer period as the parties may agree to, then the matter shall be referred to a board of arbitration composed of three (3) persons as follows:

- (a) The party desiring arbitration shall appoint a member for the board and shall notify the other party in writing of this appointment and the matter to be arbitrated.
- (b) The party receiving the notice shall, within three (3) days, appoint a member for the board and notify the other party of its appointment.

- (c) The two (2) arbitrators so appointed shall confer upon the selection of a third party to be chairman and failing to agree within three (3) days upon a person willing to act for them, they shall apply to the Director of the Collective Agreement Arbitration Bureau for the Province of British Columbia.

13.02 Board Procedure

The arbitration board shall sit, hear the parties and make its award within ten (10) days of the appointment of the chairman, PROVIDED the time may be extended by agreement of the parties to the grievance.

13.03 Decisions of the Board

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

13.04 Expenses of the Board

Each party to a grievance shall pay its own costs and expenses of the arbitration and one-half (1/2) of the compensation and expenses of the chairman and all stenographic and other expenses of the arbitration board.

ARTICLE 14 **DISCHARGE, SUSPENSION AND DISCIPLINE**

14.01 Cause For Discipline

A regular employee may be disciplined, suspended or discharged, but only for just cause by the employer.

14.02 Discharge or Suspension Procedure

Except in the case of Article 14.01 above, the following procedure shall apply before any employee is dismissed or suspended for cause:

- (a) When the Corporation has dismissed or suspended an employee under this section, a letter must be forwarded to the employee within five (5) working days of his dismissal or suspension, with a copy to the Union, stating the cause for the dismissal or suspension.
- (b) Letters of warning, suspension, dismissal or exoneration nature shall be forwarded, to the following:
 1. One (1) to the employee,
 2. One (1) to the Union secretary

14.03 Notice of Dismissal

When a regular employee is dismissed he shall be given fifteen (15) days notice or fifteen (15) days pay in lieu thereof, EXCEPT for cause when he may be discharged immediately.

14.04 Access to Personnel File

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

14.05 Crossing of Picket Line During Strikes

An employee covered by this Agreement shall have the right to refuse to cross a picket line or to handle goods from an employer where a strike or lockout is in effect. Failure to cross such a picket line or handle goods from an employer where a strike or lockout is in effect by an employee shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

14.06 Maintenance of Benefits

Employee benefit plans shall be maintained while an employee is serving a period of suspension without pay. Further, when an employee is discharged and a grievance is lodged according to the grievance procedure, the benefit plans shall be sustained until the conclusion of the final resolve. The full cost of the premiums shall be paid by the Employer for the suspension or the aborted dismissal. HOWEVER, in the event that the suspension or dismissal is upheld, the employee so affected shall repay to the Employer a sum equal to the cost of the premiums paid on his behalf.

ARTICLE 15 **SENIORITY**

15.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the Bargaining Unit, except as otherwise specified in this Agreement.

15.02 Seniority List

- (a) The Employer shall maintain seniority lists showing the date upon which each employee's service commenced. Up-to-date seniority lists shall be sent to the Union and posted on all bulletin boards in January of each year.
- (b) Effective January 1, 1987, a separate seniority list will be maintained for casual Radio operator/guards; such seniority provides entitlement to apply for a vacancy of a full-time posting as a Radio Operator/guard only.

- (c) Effective June 6, 1988, seniority for those employees who work on a casual basis shall be calculated on the basis of the number of days worked. (i.e. - one day seniority for each day or portion thereof worked).

Effective upon the signing of this Agreement seniority for part time employees shall operate the same as for full time employees.

- (d) Seniority accrued by casual employees at the Fuller Lake Arena, as per Article 15.02[c] above, shall provide entitlement to apply for a full time vacancy at the Fuller Lake Arena only, applicable to employees hired after November 18, 1998.

15.03 Probationary Periods

- (a) Newly hired employees shall be considered on a probationary basis for a period of sixty-five (65) working days from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, EXCEPT with respect to discharge. The employer is entitled to terminate a probationary employee if the employee is unsuitable for continued employment.
- (b) In determining suitability, the employer is entitled to consider any factor which could reasonably be expected to affect the employment relationship including conduct, quality of work, ability to work with others, ability to meet performance standards of the employer and attendance.
- (c) After completion of the probationary period, seniority shall be effective from the original date of employment except as otherwise provided in this Agreement.

15.04 Consideration of Seniority

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

15.05 Loss of Seniority

An employee shall not lose and shall continue to accrue seniority rights if he is absent from work because of sickness, accident, layoff or leave of absence approved by the Employer. An employee shall only lose his seniority in the event:

- (a) He is discharged for just cause and is not reinstated,
- (b) He resigns,
- (c) He is absent from work in excess of one (1) working day without notifying the Employer, unless such notice was not reasonably possible.

- (d) He fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address.
- (e) He is laid off for a period longer than twelve (12) months.
- (f) The Employer may hire term employees for a period not to exceed six (6) months, or in the case of maternity leave relief, eight (8) months. Term employees shall be entitled to the benefits of this Agreement except no seniority rights shall be recognized.

Term employees will not be used to fill or replace vacant regular positions.

ARTICLE 16 **PROMOTIONS AND STAFF CHANGES**

16.01 Job Postings

- (a) When a vacancy occurs or a new position is created, the employer shall notify the Union in writing and post notice of the position in areas accessible to employees for a minimum of five (5) working days in order that all employees will know about the position and be able to make written application therefore, EXCEPT in emergency cases.

- (b) Information in Postings

Such notice shall contain the following information:

- Nature of Position
- Required skills, qualifications, and abilities
- Shift and hours of work
- Salary rate

16.02 Union Notification

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

16.03 On-The-Job Training

The Employer shall inaugurate and maintain a system of "on-the-job" training so that every employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising. Accordingly, employees shall be allowed regular opportunities to learn the work of higher or equal positions during the regular working hours by arranging to change positions for temporary periods without affecting the salary or pay of the employees concerned. Such opportunities for training shall be allocated according to the seniority provisions of this Agreement. The training period shall be mutually agreed upon by the Employer and trainee.

16.04 No Outside Advertising

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

16.05 Trial Period

The successful candidate shall be notified within one (1) week following the end of the posting period. The declared successful candidate shall be given a trial period of twenty-two (22) working days. The exact starting date of the trial period shall be made known to the declared successful candidate before the start of the trial period. Conditional upon satisfactory performance the employee shall be awarded the position after the completion of the trial period. In the event the declared successful candidate proves unsatisfactory in the position during the trial period or if the employee is unable or unwilling to continue to perform the duties of the new job classification, the employee shall be returned to the previously held position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the previously held position, wage or salary rate, without loss of seniority.

ARTICLE 17 **LAYOFFS AND RECALLS**

17.01 Welfare Coverage

The Employer agrees to pay the coverage to the welfare plans in accordance with Article 28 for regular employees laid off for periods of less than six (6) months. In the event of a longer layoff, regular employees so affected will be given the right to continue this coverage through direct payments to the carrier. The provision to extend coverage in the event of a longer layoff does not apply to group life insurance.

17.02 Notice of Layoff

The Employer shall provide written notice to employees who are to be laid off ten (10) working days prior to the effective date of such 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, shall be given. If the employee has not been 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.

17.03 Bumping Procedure

Within three (3) working days following notification that they occupy a position designated for layoff, employees shall be given the opportunity to exercise their seniority by indicating the desire to bump into another position, PROVIDED ALWAYS that the bumping employee has the necessary skills, qualifications and ability to perform the work in question. Failure to indicate the desire to bump into another position when given the opportunity under this article shall result in the affected employee being laid off.

17.04 Appraisal Period

An employee who elects to bump in accordance with this article or who is re-employed in accordance with this article, shall serve an appraisal period not exceeding ten (10) working days (EXCEPT when re-employed in the same position occupied before the layoff) in the new position. During this period should the employee prove unable to satisfactorily perform the duties of the new position, he shall be laid off.

17.05 Severance Election

Within the three (3) working days of being notified of layoff and as an alternative to either bumping into another position or working the notice period and being laid off, the affected employee may elect to resign and take severance pay in lieu of the balance of the notice period received and outstanding at the time of making such election and by so electing, not work the balance of such notice period. Employees who elect to take severance pay shall be finally and conclusively terminated in all respects and shall not have recall or other rights under this Agreement.

17.06 Layoff List Placement

Employees laid off from regular employment in accordance with this article and not electing to take severance pay, shall be placed on the recall list in seniority order for a period of twelve (12) months from the date of layoff.

17.07 Role of Seniority

In the layoff and recall of employees, seniority shall prevail provided the employee to be retained or recalled has the necessary skills, qualifications and ability to perform the work in question.

ARTICLE 18 **HOURS OF WORK**18.01 Working Day, Week and Hours(a) Regular Working Week and Hours

The regular working week for all employees covered by this Agreement, EXCEPT AS OTHERWISE SPECIFIED ELSEWHERE WITHIN THIS AGREEMENT, shall be as follows:

- (i) Schedule "A" employees shall work forty (40) hours per week from Monday to Friday inclusive, and eight (8) hours per day;
- (ii) Schedule "A" Fuller Lake Arena employees shall work eight (8) hours per day, forty (40) hours per week, and have their weekly shifts arranged to ensure two (2) consecutive days off each week;
- (iii) Schedule "A" Radio Operator/Guards shall work twelve (12) hour shifts, on the basis of four (4) days on followed by four (4) days off. For the calculation of overtime, time worked on the first two scheduled days off shall be calculated as if they are the first scheduled day off, and time worked on the third and fourth day off shall be calculated as if they are the second scheduled day off.
- (iv) Schedule "A" employees at the R.C.M.P. detachments shall work thirty-seven and one-half (37½) hours per week from Monday to Friday inclusive, and seven and one-half (7½) hours per day;
- (v) Schedule "B" employees shall work thirty-five (35) hours per week from Monday to Friday inclusive, and seven (7) hours per day;
- (vi) Schedule "B" Storeskeeper/Timekeeper, Assistant Storeskeeper/Timekeeper, Operations Secretary, and the Forestry Assistant shall work forty (40) hours per week from Monday to Friday inclusive, and eight (8) hours per day.

(b) Normal Working Day

The normal working day for all employees covered by this Agreement, EXCEPT AS OTHERWISE SPECIFIED ELSEWHERE WITHIN THIS AGREEMENT, shall be as follows:

- (i) Schedule "A" employees shall have a normal work day from 8:00 a.m. to 4:30 p.m. From the first work day following Victoria Day to the last working day before Labour Day the hours of work shall be 7:30 a.m. to 4:00 p.m.; however, such hours of work shall exclude Refuse Packer/Operators or employees assigned to pick up refuse. The lunch break will be one-half (½) hour, normally between 12:00 noon and 12:30 p.m.;
- (ii) Schedule "A" Fuller Lake Arena employees shall have their work day start and quit times established to suit the exigencies of the particular operation;

- (iii) Schedule "A" Radio Operator/Guards shall have their work day start and quit times established to suit the exigencies of the particular operation. In lieu of lunch and rest breaks, there shall be additional pay of seventy-five (75) minutes per twelve (12) hour shift worked;
 - (iv) Schedule "A" employees at the R.C.M.P. detachments shall have a normal work day from 8:00 a.m. to 4:30 p.m. with one (1) hour off for lunch;
 - (v) Except the Storeskeeper/Timekeeper, Assistant Storeskeeper/Timekeeper, Operations Secretary, Forestry Assistant, and Forestry Student, Schedule "B" employees shall have a normal work day from 8:30 a.m. to 4:30 p.m. with one (1) hour off for lunch. From the first Monday in April to the end of the first work day following Canada Day the hours of work shall be 8:00 a.m. to 4:30 p.m., with one (1) hour off for lunch and one-half ($\frac{1}{2}$) hour to be banked at straight time only for those days worked. Then from the second work day following Canada Day to the last working day before Labour Day, the hours of work shall be 8:00 a.m. to 4:00 p.m. with one half ($\frac{1}{2}$) hour off for lunch and one-half ($\frac{1}{2}$) hour to be banked at straight time only for those days worked. Pursuant to Article 19.04 time banked may be taken as cash, time off, or a combination thereof at the selection of the employee;
 - (vi) Schedule "B" Storeskeeper/Timekeeper, Assistant Storeskeeper/Timekeeper, Operations Secretary, and the Forestry Assistant shall have their work day start and quit times established to suit the exigencies of the particular operation with one-half ($\frac{1}{2}$) hour off for lunch;
 - (vii) An Engineering Technician/Development Inspector, Engineering Technician/Construction Surveyors, Engineering Technician/Construction Coordinator, Engineering Assistant Development Coordinator and any student assigned to assist an Engineering Technician/Construction Surveyor, due to the seasonal demands of their positions, shall work the same hours as Schedule "A" employees from the first Monday in April to the last work day in September without the benefit of overtime. Compensation shall be seven and one half ($7\frac{1}{2}$) hours paid, and one half hour ($\frac{1}{2}$) banked at straight time, only for those days worked. Pursuant to Article 19.04, time banked may be taken as cash, time off, or a combination thereof at the selection of the employee.
- (c) Alternate Working Hours
- (i) The following employees, or groups of employees, shall have their normal work day start and quit times established to suit the exigencies of the particular operation.
 - Mechanic
 - Street sweeper
 - Truck driver

Parks employees
Radio Operator/Guards
Fuller Lake Arena Employees
Chief Treatment Plant Operator
Treatment Plant Operator
Refuse Packer Operators
Cemetery Caretaker
Shopman
Brushcutter / Roadside Mower Operator
Equipment Operator Ia, Ib, II and III
Labourer

(ii) All other employees may from time to time, by mutual agreement between the appropriate union steward and the employer, have their start and quit times set for a limited duration to suit the exigencies of the particular operation. Such mutual agreement shall not be unreasonably withheld.

(d) not applicable

(e) Alternate Working Week and Hours

An alternate working week and work day (including weekends) for the employees filling the following functions shall be as listed, and there shall be no loss of pay for any full-time employee as a result of changing shifts.

Effective December 3, 1993, weekend hours for the positions listed from (1) to (3) below shall only be filled by casual or newly hired employees.

Effective August 15, 1996, weekend hours for position (4) shall only be filled by newly hired employees.

Effective August 15, 1996, weekend hours for position (6) shall be filled by any newly hired employee.

Effective August 15, 1996, weekend hours for position (7) shall be filled by any student.

Effective November 18, 1998 weekend hours for position (8) shall be filled by any student.

Effective August 10, 1998, weekend hours for position (9) shall be filled by any newly hired employee.

Effective August 10, 1998, weekend hours for position (10) shall be filled by any newly hired employee.

Effective January 1, 2001, weekend hours for position (11) shall be filled by any newly hired employee.

- (1) Brushcutter Operator/Roadside Mower Operator - Weekend work between March 15 and September 30 each year and all hours as set by the Department Head.
- (2) Mechanic - Weekend work and hours as set by the Department Head.
- (3) Sweeper Operator - Weekend work and hours as set by the Department Head.
- (4) Radio Operator/Teletype Computer/Clerk Stenographer, and Schedule "A" Clerk Stenographer (North Cowichan/Duncan detachment) - Weekend work and all hours as set by the Department Head.
- (5) Night Sanding Operation - Up to two (2) operators per each day of the weekend between November 15 and March 15 each year and all hours as set by the Department Head. The night weekend sanding position(s) shall have shifts rotated on a six (6) week basis by qualified full-time employee(s). Casual or newly hired employees, effective December 3, 1993, may be required to work as many weekend shifts as are set out by the Department Head. Regular employees hired prior to December 3, 1993 shall not be required to work more than one (1) six (6) week weekend rotation every three (3) years.
- (6) Utility Worker - One (1) employee per each Saturday and Sunday on a rotational basis, subject to operational needs and employee eligibility.
- (7) Forestry Student - Weekend work and all hours as set by the Department Head.
- (8) Students working for the Parks Department - Weekend work between the first weekend in March to the last weekend in September inclusive each year and all hours as set by the Department Head (not more than two (2) students from May to August inclusive). Students working on weekends and statutory holidays shall generally perform parks maintenance duties including ball field preparation, mowing grass, weeding, operating weed eaters, garbage and litter pickup, washroom cleaning, and set up and take down of event related equipment.
- (9) Chief Treatment Plant Operator - Weekend work and hours as set by the Department Head.
- (10) Treatment Plant Operator - Weekend work and hours as set by the Department Head.
- (11) Electrician - Weekend work and hours as set by the Department Head.

Should an employee as a result of a work week being changed be required to work more than forty (40) scheduled hours [or thirty-seven

and one-half (37½) hours where appropriate] in a row before a scheduled day off, the employer agrees to pay the appropriate overtime rates for any such hours greater than forty (40) hours [or thirty-seven and one-half (37½) hours where appropriate] worked before the scheduled day off begins. The employer further agrees that should a single day off be required in order to facilitate a new work week schedule, the employee so effected shall also have one (1) three (3) day weekend scheduled.

18.02 Transportation

The Employer shall supply transportation for all employees at the start of each shift to the job site and at the end of each shift to the shop. It is mutually agreed that employees shall report to the shop prior to the assigned start time and the employees shall be returned to the shop prior to the assigned quitting time.

18.03 not applicable

18.04 Rest Breaks

All employees shall be entitled to a rest break of ten (10) minutes each forenoon and afternoon taken at a time and place to be arranged by the Department Head or other person authorized by him.

ARTICLE 19 OVERTIME

19.01 Overtime Rates

- (a) Employees shall be paid for all hours in excess of their regular daily or weekly hours in the following manner:
1. Time and one-half for the first two (2) hours each day and on the first day of an employee's assigned two (2) days off.
 2. Double time for all hours in excess of Section 1. above after the first twelve (12) hours on the first of the employee's two (2) assigned days off, and on the second of the two (2) assigned days off.
 3. Any overtime hours worked on a day where a shift change has resulted in failure to provide at least sixteen (16) hours rest between shifts which are being changed, shall result in overtime being paid commencing at double time.
- (b) No employee shall be required to work on Saturdays or Sundays EXCEPT in cases of emergency.

The following employees are specifically exempted from the conditions of Section (b) above:

- X Those employees specifically designated as park employees,
- X Those employees specifically designated as night watchmen,

- X Radio Operator/Guards,
- X Fuller Lake Arena employees,
- X Those employees referred to in 18.01 (e).

19.02 Statutory Holidays

Double time shall be paid for all statutory holidays when worked in addition to normal statutory pay.

19.03 Call-back Pay Guarantee

- (a) An employee who is called back to work outside his regular working hours shall be paid for a minimum of three (3) hours at overtime rates.
- (b) In the event the authorized supervisor telephones an employee for information on an emergency, one (1) hour at overtime rates shall be paid, PROVIDED the call is properly verified by the supervisor involved.
- (c) For the purpose of call-back, it is agreed that a day starts and ends at midnight and that call-outs shall be recorded on the actual day of the call-out.

19.04 Lieu Time/ Banked Straight Time

Instead of cash payment for overtime, or for straight time banked pursuant to Article 18.01 (b) (v) or 18.01 (b) (vii), an employee may choose to receive time off at the appropriate rate at a time selected at the discretion of the employee and by mutual agreement. The maximum time off shall be sixty-four (64) hours per calendar year. Employees who have more than sixty-four (64) hours accumulated to their credit as at December 31, in any calendar year, shall have the excess paid out. Any hours or portion thereof under the 64 hour limit, may at December 31, at the discretion of the employee, be paid out in cash or carried forward.

19.05 Meal Allowance

Normal Working Day: Meal tickets are not provided during regularly scheduled hours.

Meal Tickets are provided when an employee works as follows:

(a) Overtime:

(i) Normal Work Shift:

When an employee works two (2) hours or more before or after a normal work shift, and after the completion of every additional 4 hours of overtime.

(ii) Scheduled Overtime/Call-back:

After the completion of every four hours of work of scheduled overtime, or on a call-back, other than after the final four hours.

A meal ticket will be equal to one-half (½) hour of pay based on the labour rate of pay, as outlined in this Agreement.

ARTICLE 20 **SHIFT WORK**

20.01 Notice of Change of Shift

Failure to provide at least sixteen (16) hours rest between shifts which are being changed at the request of the employer shall result in the calculation of a new rate which shall be one and one-half times (1½X) the appropriate regular rate for the first two (2) hours, and two times (2X) the appropriate regular rate for the remainder of the hours, for any hours worked during such normal rest periods. This rate change shall not be interpreted as time, but only as a rate of pay.

20.02 Fire Fighting and Flood Control

Notwithstanding Article 20.01 above, it is agreed that the work shift may be changed in the case of fire fighting and flood control.

20.03 Shift Differential

The additional pay for shift differential, or split shift, as outlined below, shall be qualified as premium pay only and is not to be construed as additional rates of pay. This shift differential rate shall not affect the overtime rate, which is applicable only on the regular rate of pay.

- (a) Where the majority of the hours of a shift occur before 5:30 a.m. in any day, or after 5:30 p.m. in any day, the employee working such hours shall receive fifty cents (50¢) per hour for each hour worked, except where such hours are as a result of overtime.
- (b) Where an employee works a split shift in which the break exceeds one and one-half (1½) hours, the employee shall receive an additional forty cents (40¢) for each hour worked in the second portion of the shift.

ARTICLE 21 **HOLIDAYS**

21.01 List of Holidays

All employees who have been on payroll for at least fifteen (15) days in the previous thirty (30) days shall receive a day's pay for the following statutory holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

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

Employees shall be paid at the rate of pay for the work performed previous to the statutory holiday.

21.02 Fuller Lake Arena Staff

Fuller Lake Arena staff who, because of their work schedules are required to work five (5) consecutive shifts within a seven (7) day period, and whereby certain statutory holidays fall within this working period, shall be granted eleven (11) working days each year in addition to Article 22 below. These days shall be taken at a time mutually acceptable to their department head and themselves within the vacation year. The above statutory holidays shall accrue to employees on the basis of eleven-twelfths (11/12ths) of a day per month for each month worked.

ARTICLE 22 VACATIONS

22.01 Vacation Year

For purposes of this Article, the vacation entitlement year shall be July 1 to June 30 and taken on a calendar year basis (January to December). Vacation entitlement, including any additional days, as per the following clauses (d) through (f), will be posted in January of each year.

Except as otherwise specified in Articles 1.04, 1.05, 1.06, and 1.07 employees shall be granted annual vacation with pay as follows:

- (a) An employee who started employment between July 1 and December 31 shall earn a pro-rated vacation entitlement equal to 1/12 of fifteen (15) working days for each calendar month of completed service between July 1 and December 31, and is entitled to use it after January 1st of the following year. On January 1 following the date of hire, the employee's entitlement will be posted and will have been credited with 6/12 of fifteen (15) days for the period ending June 30th. These amounts will be combined to give the total of vacation credits and posted on January 1st.
- (b) An employee who started employment between January 1 and June 30 shall earn a pro-rated vacation entitlement equal to 1/12 of fifteen (15) working days for each calendar month of completed service between January 1 and June 30 and is entitled to use it from the date of hire. On January 1 following the date of hire, the employee's entitlement will be posted and will have been credited with an additional fifteen (15) days.
- (c) In the second year from date of hire, employees are entitled to fifteen (15) days annual vacation with pay.

- (d) In the third (3rd) year from date of hire, one (1) additional day of vacation with pay shall be granted each year resulting in twenty (20) days annual vacation in the seventh (7th) year and each subsequent year of service up to and including the ninth (9th) year of service.
- (e) In the tenth (10th) year from date of hire, one (1) additional day of vacation with pay shall be granted each year resulting in twenty-five (25) days annual vacation with pay during the fourteenth (14th) and each subsequent year of service up to and including the twentieth (20th) year of service.
- (f) In the 21st year from date of hire, one (1) additional day of vacation with pay shall be granted each year resulting in thirty (30) days vacation in the 25th year and each subsequent year of service.

22.02 Vacation Period

All current vacation shall be taken prior to April 30th of the next succeeding year and such vacations shall be at the direction of the Department Head. Preference dates for vacation periods shall be submitted by the employee during the month of March in each year.

22.03 Compensation for Holidays Falling Within Vacation Schedules

If a paid holiday falls or is observed during an employee's vacation period, he shall be allowed an additional vacation day with pay at a time designated by the employee.

22.04 Preference in Vacations

- (a) When dates conflict and where two (2) or more employees cannot be allowed to take their vacation at the same time, then seniority shall prevail.
- (b) Once dates for vacations have been posted, on or before April 30th, these dates shall not be changed EXCEPT by mutual agreement of the Employer or his designate, and the employee.

22.05 Paid Leave

After fifteen (15) years of service, an employee shall be entitled to a twenty-two (22) day paid leave of absence once in his employment and not within one year of retirement.

22.06 Pay in Lieu of Vacation—Students

Students shall be granted vacation pay in the amount of six (6%) percent of gross pay, payable bi-weekly in lieu of vacation time.

ARTICLE 23 **SICK LEAVE PROVISIONS**23.01 Sick Leave Entitlement

After completion of six (6) months service, sick leave except as otherwise specified in Articles 1.04, 1.05, 1.06, and 1.07 shall be allowed on the basis of one (1) working day per month shall be allowed and the unused portion shall accrue, to a maximum of one hundred eighty (180) working days, for the employee's total benefit.

23.02 Proof of Illness

The Employer may request an employee to produce a medical certificate for any day or days that the employee is absent due to illness.

23.03 Sick Leave Records

Any employee shall be advised on application of the amount of sick leave accrued to his credit.

23.04 Sick Leave Bank (referred to as the "Bank")

The Sick Leave Bank Committee shall make all decisions affecting the Sick Leave Bank. All employees shall participate in the Sick Leave Bank and deposit their first day of credited sick leave to the Bank. The Employer agrees to record keep this Bank.

a) Employee Eligibility:

To qualify for benefits from the Bank an employee must have:

- 1) Contributed at least one (1) day to the Bank.
- 2) Utilized all accrued sick benefits.
Gone two (2) working days without pay.**

**Note: The two day waiting period may be waived upon written request to the Sick Leave Bank Committee. Requests should be of a medical nature, state the dates requesting benefits, and must be submitted to the committee within ten working days after the application for benefits.

b) Employee Entitlement

An employee who is eligible may draw up to 15% of the accumulated days on credit in the Bank each year at 70% of their normal rate of pay, providing they cannot meet requirements of Employment Insurance.

c) Employee Responsibilities

- 1) The Bank will be topped up annually, determined by the previous years use, and shall have a total accumulation not to exceed 350 days.

- 2) Each eligible employee may be required to deposit up to their first five days of accrued sick benefits each year to the Bank.
- 3) Any employee who has received benefits from the Bank, and who receives additional benefits for wage loss from any outside source for the same absence, must fully reimburse the Bank for any such benefits.
- 4) At the request of the Sick Leave Bank Committee, medical certificates will be required.

23.05 Termination

After a period of five (5) years of service, an employee whose employment with the Employer is terminated, shall be paid in total for his sick leave pay.

23.06 Family Illness

Where no person other than the employee can provide for the needs during illness of an immediate member of his family, an employee, upon approval by his department head, may be entitled to use a maximum of five (5) accumulated sick leave days per illness for this purpose.

23.07 Notification of Sick Leave

Employees shall notify the Employer one-half (½) hour before commencement of shift if they are not able to report to work, and must continue to do so on a daily basis unless a doctor's certificate determines the period to be off for illness.

ARTICLE 24 **LEAVE OF ABSENCE**

24.01 Compassionate Leave

On satisfactory evidence an employee may be granted compassionate leave with pay up to a period of three (3) days, or in special cases, more at the discretion of the Employer.

24.02 Bereavement Leave

- (a) The Employer shall grant to regular employees bereavement leave with pay up to a period of three (3) regularly scheduled work days in the case of the death of spouse, parents, grandparents, grandchildren, brothers, sisters, children, parents-in-law, brothers-in-law and sisters-in-law.
- (b) The Employer shall grant to a probationary employee bereavement leave with pay up to a period of one (1) regularly scheduled work day in the case of the death of spouse, parents, grandparents, grandchildren, brothers, sisters, children, parents-in-law, brothers-in-law and sisters-in-law.

24.03 Leave For Union Business

- (a) Where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent. Except as otherwise agreed, requests for such leave shall be in writing to the Administrator at least five (5) days in advance of the commencement of such leave.
- (b) Subject to operational requirements, and upon request to the Employer;
 - (i) the President of the Union may be allowed leave of absence to perform Union business;
 - (ii) up to four (4) members of the Negotiating Team may be allowed leave of absence to prepare for negotiations.

The Employer shall bill the Union for wage and benefit costs for the absent employee. Requests for such leave shall be in writing to the Administrator at least five (5) days in advance, and such time off shall be taken in minimum four (4) hour increments.

24.04 Sick Leave Credits

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., he shall not receive sick leave credit for the period of such absence, but shall retain his cumulative credit, if any, existing at the time of such leave or layoff.

24.05 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between his normal earnings and the payment he received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

24.06 Union Conventions or Seminars

It is agreed that employees will continue to receive their wages and that the Union will be invoiced in advance and pay in advance for the wages paid to the employee by the Employer for the time attending conventions and seminars. Requests for such leave shall be in writing to the Administrator at least five (5) days in advance of the commencement of such leave.

24.07 Pregnancy and Parental Leave

Employees shall be entitled to pregnancy and parental leave as specified under the British Columbia "*Employment Standards Act*" as amended from time to time. The leave provisions of this *Act* shall be extended by the Employer on receipt of a physician's certificate which indicates that such an extension is for medical reasons.

Employees absent on pregnancy or parental leave shall continue to accumulate seniority during the length of leave provided by the British Columbia *Employment Standards Act*.

The Employer agrees to provide to any employee, at their request, a copy of the current British Columbia *Employment Standards Act* provisions regarding pregnancy and parental leave.

Upon request, an employee shall be granted an unpaid leave of absence for a length of time equal to that provided to a birth mother or birth father for Parental/Pregnancy Leave under the British Columbia *Employment Standards Act*, following the adoption of a child. The employee shall furnish proof of adoption.

When both parents are employees of the Employer, the total period of adoption leave to be taken by either or both parents will be equal to that provided to a birth mother or birth father for Parental/Pregnancy Leave under the British Columbia *Employment Standards Act*, following the adoption of a child.

24.08 General Leave

An employee may be entitled to a leave of absence without pay and without loss of seniority when he requests such leave for good and reasonable cause. Such requests and approvals shall be in writing and subject to the approval of the Administrator or his delegate.

ARTICLE 25 **PAYMENT OF WAGES AND ALLOWANCES**

25.01 Salaries and Wages

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

25.02 Pay Days

Pay days shall be on alternate Fridays.

25.03 not applicable

25.04 "Dirty Work" Bonus

- (a) Employees hired prior to December 31, 2000 (other than those regularly employed as full-time or part-time operators) who are required to work as refuse packer operators shall receive an additional premium of ten per cent (10%) while so engaged. All employees hired after January 1, 2001 who are required to work as refuse packer operators shall be paid refuse packer operator rate.
- (b) Employees in contact with live sewage, or who repair uncleaned garbage packers, shall receive an additional premium of ten percent (10%) per hour while so engaged.

Chief Treatment and Treatment Plant Operators are excluded from the dirty work bonus for contact with live sewage.

- (c) An employee assigned to pick up a dead animal shall be entitled to the dirty work bonus, based on one (1) hour of their regular rate of pay.
- (d) Arena employees or guards who are assigned to clean washroom facilities or cells shall be entitled to the dirty work bonus, based on one (1) hour of their regular rate of pay, only when required to clean up vomit or human excrement on floors or walls.
- (e) Employees assigned to empty garbage from street containers or from garbage barrels in Parks, and/or who may be required in the same day to clean up vomit or human excrement on floors or walls in Parks washrooms shall be entitled to the dirty work bonus, based on two (2) hours per day of their regular rate of pay.

25.05 Leadhand

- (a) To supervise the work and work crews consisting of himself and two (2) or more other employees on assigned work projects related to water, sewer, drainage, roads, parks, repair, maintenance and construction.
- (b) This does not include an equipment operator who may be directing the loading and/or unloading of trucks.
- (c) A leadhand shall receive ten percent (10%) above his own rate.
- (d) Leadhand provisions do not apply to Schedule "B" employees, Foreman or employees who fill a "Chief" or "Head" position.

25.06 Snow and Ice Conditions

Effective January 1, 1996, an additional ten percent (10%) per hour on regular hourly rate shall be paid to operators of sand trucks and the grader when sanding or snow plowing.

25.07 not applicable

25.08 Severance Pay

Upon reaching retirement as prescribed by the Pension (Municipal) Act, an employee shall be granted thirty (30) days leave with pay.

25.09 Certificate Bonus

The Employer agrees to recognize the following BCEOCP certificates, and shall pay for each valid certificate held, as follows.

Effective Jan 1, 2003

Utility Worker

Water Distribution Cert.	Fifty-five cents (55c) per hour per certificate
Waste Water Collection Cert.	Fifty-five cents (55c) per hour per certificate
Chlorine Handlers Cert.	Thirty-five cents (35c) per hour
Waste Water Treatment Cert	Fifteen cents (15c) per hour per certificate

Electrician working in the Utilities Department

Water Distribution Cert	Fifty-five cents (55c) per hour per certificate
Waste Water Collection Cert	Fifty-five cents (55c) per hour per certificate
Chlorine Handlers Cert.	Thirty-five cents (35c) per hour
Waste Water Treatment Cert	Fifteen cents (15c) per hour per certificate

Chief Electrician

Water Distribution Level II Cert	Fifty-five cents (55c) per hour
Water Distribution Level III Cert	Fifty-five cents (55c) per hour
Waste Water Collection Level II Cert	Fifty-five cents (55c) per hour
Waste Water Collection Level III Cert	Fifty-five cents (55c) per hour
Waste Water Treatment Cert	Fifteen cents (15c) per hour per certificate

Utilities Foreman

Water Distribution Level III Cert	Fifty-five cents (55c) per hour
Waste Water Collection Level III Cert	Fifty-five cents (55c) per hour
Waste Water Treatment Cert	Fifteen cents (15c) per hour per certificate

Utilities and Electrical Foreman

Water Distribution Level III Cert	Fifty-five cents (55c) per hour
Waste Water Collection Level III Cert	Fifty-five cents (55c) per hour
Chlorine Handlers Cert.	Thirty-five cents (35c) per hour
Waste Water Treatment Cert	Fifteen cents (15c) per hour per certificate

Treatment Plant Operator

Waste Water Treatment Level III Cert	Fifty-five cents (55c) per hour
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Chief Treatment Plant Operator

Waste Water Treatment Level III Cert	Fifty-five cents (55c) per hour
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No worker who is not clean shaven where the respirator seals with the face shall be eligible for the Chlorine Handlers Certificate.

25.10 Guards

Police station guards shall be paid eighty (80) hours every two (2) weeks.

25.11 Loader Rate

In addition to actual travel time on the loader, an employee who is required to load a truck shall be paid one half (½) hour at the loader rate of pay in lieu of his regular rate of pay. When the number of loads exceeds one (1) per day, the employee shall be paid fifteen (15) minutes at the loader rate for each load thereafter.

25.12 Temporary Transfer - Higher Paying Job

Effective November 18, 1998, where an employee is assigned by the Department Head to relieve in a higher paid position, that employee shall receive the higher rate for the actual time spent; but where a Schedule B employee does not meet the job posting requirements of the position, including supervisory duties where applicable, that employee shall receive 50% of the difference between the rates in addition to their regular rate, for actual time spent.

Students shall be governed by Letter of Understanding No. 1.

ARTICLE 26 not applicable

ARTICLE 27 **JOB CLASSIFICATION AND RECLASSIFICATION**

27.01 New Classifications

The rates of pay for any new classification created by the Employer shall be jointly negotiated by both parties prior to the position being filled.

ARTICLE 28 **EMPLOYEE BENEFITS**

All employees except as otherwise specified in Articles 1.04, 1.05, 1.06, and 1.07 shall receive the Benefits in Article 28 below following three (3) months service.

28.01 Medical Services Plan and Extended Health Plan

All employees shall be entitled to participate in the Medical Services Plan and an Extended Health Plan that includes vision care and hearing aid options. Premiums of such plans shall be paid one hundred percent (100%) by the Employer.

28.02 Pension (Municipal) Act

All employees eligible under the Act shall be covered.

28.03 Dental Plan

All employees shall be entitled to participate in a dental plan which shall consist of:

Plan "A" - one hundred percent (100%) plan coverage

Plan "B" - seventy percent (70%) plan coverage

Plan "C" - fifty percent (50%) plan coverage to a maximum of \$3,000 (dependent and adult coverage).

Premiums for this plan shall be paid one hundred percent (100%) by the employer.

28.04 Group Life Insurance

Eligible employees shall be covered under a group life insurance plan on the following basis:

Annual earnings x 2

which shall be available in units of one thousand dollars (\$1000.00).

Effective February 1, 1996, the Employer will pay one hundred percent (100%) of the premiums and participation in the plan shall be a condition of employment.

28.05 Workers' Compensation

The Employer agrees to reimburse the employee's deducted sick leave accrual for 75% of their lost wages on the first day of absence where such injury is subsequently approved by the Workers' Compensation Board as a compensable claim.

Employees shall turn over or cause to be turned over to the employer any monies paid to them by the Workers' Compensation Board as a result of a claim and upon doing so, shall receive their regular pay for the period of their accrued sick leave benefits. There shall be a deduction from their accrued sick leave of one-quarter (¼) of the time the employee is absent or to the expiry of sick leave accrual, whichever is sooner.

28.06 Long Term Disability

- (a) The Employer agrees to administer a long term disability plan for eligible employees. The Employer agrees to pay one hundred percent (100%) of the premiums. Such plan must be approved by the Commissioner under the Pension (Municipal) Act.
- (b) The benefits of Article 28.01 - Medical Services Plan and Extended Health Plan and Article 28.03 - Dental Plan shall continue to apply to an eligible employee during the elimination period and while on long term disability.

ARTICLE 29 **SAFETY AND HEALTH**

29.01 Union-Employer Health and Safety Committee

- (a) A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two (2) Union and two (2) Employers members. The Health and Safety Committee shall hold meetings at least once per month.
- (b) In accordance with the Workers' Compensation Act, no employee shall be disciplined for refusal to work on a job, or to operate any equipment, which is unsafe.

ARTICLE 30 **TECHNOLOGICAL AND OTHER CHANGES**

30.01 No Dismissals

No regular employee shall be dismissed by the Employer because of mechanization or technological changes. An employee who is displaced from his job by virtue of technological change or improvements will suffer no reduction in normal earnings and will be given the opportunity to fill other vacancies according to seniority.

30.02 Training Programme

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present methods of operation, such employees shall, at the expense of the Employer, be given a minimum period, not to exceed one (1) year, during which they may perfect or acquire the skills necessitated by the new methods of operation. There shall be no change in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

30.03 Arbitration

Where the parties to this Agreement are unable to arrive at a mutually acceptable solution, the matter shall be dealt with under the terms of Article 13 of this Agreement.

ARTICLE 31 **JOB SECURITY**

31.01 Work of Regular Employees

- (a) All municipally owned trucks, power machines, power saws and pumps (excluding "one-man" pumps) shall be manned by regular employees unless otherwise mutually agreed between the Operations Manager and the Union.

- (b) Leadhands shall be drawn from the regular employees.
- (c) Foremen shall be drawn from the regular employees where the regular employee applying for the position possesses the necessary skills, qualifications and abilities to fulfil the requirements of the position.

31.02 No Loss of Service Due to Contracting Out

The Union recognizes that the Employer engages sufficient staff and purchases sufficient equipment to maintain a year-round operation and that at times certain projects will require staff and equipment beyond this requirement. IT IS THEREFORE AGREED that in the event this necessity should occur, this will not be a violation of the mutual covenants of this Agreement PROVIDED no employee shall suffer a layoff.

ARTICLE 32 not applicable

ARTICLE 33 **CLOTHING ALLOWANCE**

33.01 Supply of Uniforms

The Employer shall provide fifty percent (50%) of the cost of one uniform per annum, for the guards in the police station. The Employer's share being a maximum of eighty dollars (\$80.00) per annum, payable upon submission of a receipt by the employee.

33.02 Foot Wear and Rain Gear

Where an employee works outside and requires rain gear, and/or is required to wear safety footwear which must comply with Workers' Compensation Board regulations, the Employer shall provide each year to regular, full-time employees, or casual employees after the completion of 1000 hours of work each year, fifty percent (50%) of the cost of purchase of rain gear, and/or purchase or repair of safety shoes. The Employer's share for either or both items shall be a maximum of one hundred and twenty-five dollars (\$125.00) per annum, per such employee, payable only upon submission of a receipt or receipts by such employee.

ARTICLE 34 **GENERAL CONDITIONS**

34.01 Fuller Lake Maintenance Staff

- (a) Maintenance staff shall not be required to police the arena.
- (b) Maintenance staff shall not be responsible for collection of monies.

34.02 Utility Worker Complement

There shall be a minimum of one (1) Utility Worker Base Rate employee before filling a vacancy requiring B.C. Environmental Operators Water Distribution or Waste Water Collection certification at any level EXCEPT:

- (i) when a vacancy occurs which has been mandated by the Province to be filled by a specific level of certification.
- (ii) when the number of Utility Workers is being increased.
- (iii) when the departing incumbent or any other Utility Worker who, at the time of the vacancy, has been working in the Utilities Complement for more than three (3) years and, if eligible to write, has not attained both Level 1 Waste Water Collection and Level 1 Water Distribution certification. If not eligible to write both certificates within the three (3) years, the employee must have attained Level 1 certification in either Water Distribution or Waste Water Collection. This requirement shall not affect any Utility Worker who has been redeployed (but not posted) elsewhere within the complement for any portion of time during the above period, where this redeployment would affect his certification eligibility.
- (iv) in lieu of a BCEOCP certified Water Distribution or Wastewater Collection candidate in an external posting, the Employer may select a non-certified candidate who holds a Water Quality Technology diploma.

ARTICLE 35 **PRESENT CONDITIONS AND BENEFITS**

35.01 Present Conditions to Continue

- (a) It is mutually agreed that all concessions and privileges enjoyed by the employees, prior to the signing of this Agreement, insofar as they are not inconsistent with this Agreement, shall remain in effect.
- (b) No employee shall suffer any reduction in wages through the signing of this Agreement.

ARTICLE 36 not applicable

ARTICLE 37 **GENERAL**

37.01 Plural or Feminine Terms May Apply

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine

has been used where the context of the party or parties hereto so require.

ARTICLE 38 **TERM OF AGREEMENT**

38.01 Duration

This Agreement shall be binding and remain in full force and effect from the 1st day of January 2004 to the 31st day of December 2006 and shall continue from year to year thereafter unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

38.02 Negotiations

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

38.03 Retroactive Provisions

All revisions to the collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

Articles 3, 8, 10, 11, 26, 32 and 36 which appear in the master agreement of the Canadian Union of Public Employees, the contents of which do not appear herein, have no effect either by inference or intent on the interpretation or administration of this collective Agreement.

IN WITNESS WHEREOF the Parties hereunto set their hands and seals the day and year first above written.

THE CORPORATE SEAL of
THE CORPORATION of
THE DISTRICT OF NORTH COWICHAN
was hereunto affixed in the presence of

SIGNED on behalf of the
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 358
(The Duncan & North Cowichan Civics)

Jon Lefebure
Mayor

Paul Richards
President

M.O. Ruttan
Municipal Clerk

M. Fitzgerald
Secretary

M. Fitzgerald, Negotiating Committee
J. Scott, Negotiating Committee
G. Jones, Negotiating Committee

SCHEDULE "A" HOURLY RATES

DESCRIPTION	JANUARY 1/2004	JANUARY 1/2005	JANUARY 1/2006
Utilities and Electrical Foreman (Class II Water Distribution & Class II Wastewater Collection)	28.86	29.66	30.36
Mechanical Services Foreman	28.17	28.94	29.64
Road and Drainage Foreman with Mines Supervisor Certificate	26.45 26.69	27.17 27.43	27.87 28.13
Utilities Foreman (Class II Water Distribution & Class II Wastewater Collection and Chlorine Handlers Certificates)	26.45	27.17	27.87
Parks and Community Services Foreman with Pesticide/Insecticide Certificate	25.97 26.22	26.69 26.94	27.39 27.64
Chief Electrician	27.69	28.45	29.15
Electrician	26.09	26.80	27.50
Chief Treatment Plant Operator	25.40	26.10	26.80
Mechanic	25.17	25.87	26.57
Facility Supervisor	25.40	26.10	26.80
Welder	24.61	25.29	25.99
Carpenter	24.61	25.29	25.99
Head Radio Operator/Guard	22.84	23.47	24.17
Equipment Operator 1 A *			
Loader / Cat Operator	21.88	22.49	23.19
Equipment Operator 1 B **			
Grader/ Backhoe Operator			
* / ** must be able to operate both pieces of equipment	22.54	23.16	23.86
Treatment Plant Operator	22.54	23.16	23.86
Refuse Packer Operator	21.56	22.15	22.85
Maintenance Ice Maker with Refrigeration Operator's Certificate (BESB,BC)	21.40	21.99	22.69
Equipment Operator II			
Sweeper Operator	21.25	21.83	22.53
Brushcutter/Roadside Mower Operator	21.25	21.83	22.53
Truck Driver (Class 1 - Air)	21.25	21.83	22.53
Signman	21.25	21.83	22.53
Handyman	21.25	21.83	22.53
Truck Driver (Class 3 - Air)	21.07	21.65	22.35
Shopman	21.07	21.65	22.35
Maintenance/Icemaker	21.07	21.65	22.35
Parks Employee	21.07	21.65	22.35
Truck Driver (Class 5 - Air)	20.92	21.50	22.20
Radio Operator/Guard	20.92	21.50	22.20
Utility Worker – Base Rate	20.92	21.50	22.20
Labourer	19.68	20.22	20.92
Night Watchman	20.67	21.24	21.94
Maintenance Worker - Fuller Lake Arena	18.48	18.99	19.69
Cashier (Arena)	17.33	17.81	18.51
Skate Shop Attendant	16.88	17.35	18.05
Senior Attendant/Ice Patrol	14.84	15.25	15.95
Skate Shop Helper/Maintenance and Patrol	14.45	14.85	15.55
Clerk/Stenographer- RCMP (37½ hrs per week)	19.68	20.22	20.92
Radio Operator/Teletype/ Computer Clerk-Stenographer – RCMP (37½ hours per week)	21.14	21.72	22.42
Front Counter/Exhibit Custodian-RCMP (37½ hours per week)	21.14	21.72	22.42
Court Liaison/Clerk Receptionist-RCMP (37½ hours per week)	21.14	21.72	22.42
Student	15.68	16.11	16.81

NOTE: ALL EMPLOYEES SHALL DO LABOURER'S WORK WHEN REQUIRED.

SCHEDULE "B" HOURLY RATES

DESCRIPTION	JANUARY 1/2004	JANUARY 1/2005	JANUARY 1/2006
Secretary	21.56	22.15	22.85
Clerk/Secretary (Junior)	19.68	20.22	20.92
Agent/Cashier (In Charge) – Chemainus	20.85	21.42	22.12
Agent/Cashier – Chemainus	19.68	20.22	20.92
Switchboard Typist	19.68	20.22	20.92
Receptionist/Cashier	19.68	20.22	20.92
Receptionist/Clerk/Cashier	19.68	20.22	20.92
Tax/Utilities Clerk	21.14	21.72	22.42
Computer/Accounting Clerk	22.03	22.63	23.33
Accounts Payable/Assistant Accountant	22.98	23.61	24.31
Accountant	23.22	23.85	24.55
Planning Technician	24.05	24.71	25.41
Planner 1	28.87	29.67	30.37
Building Inspector (Level I Certificate, BOABC)	27.20	27.95	28.65
Building Inspector (Level II Certificate, BOABC)	29.03	29.83	30.53
Building Inspector (Level III Certificate, BOABC)	30.47	31.31	32.01
Forestry Assistant	26.79	27.53	28.23
Forestry Technician	25.15	25.85	26.55
Engineering Technician (Database Cad Operator, Development Inspector, and Construction Surveyor)			
- Level 1 (0 to 3 years)*	24.57	25.24	25.94
- Level II (3+ to 6 years)*	24.92	25.60	26.30
- Level III (6+ to 9 years)*	25.58	26.29	26.99
- Level IV (9 + years)*	26.13	26.85	27.55
*years of experience – (Technician experience, combined North Cowichan and other)			
Engineering Technician/Construction Co-ordinator	26.87	27.60	28.30
Engineering Assistant/Development Co-ordinator	31.23	32.09	32.79
Storeskeeper/Timekeeper	22.03	22.63	23.33
Assistant Storeskeeper/Timekeeper	21.14	21.72	22.42
Recreation Programmer	21.64	22.23	22.93
Clerk/Receptionist – Arena	19.68	20.22	20.92
Student	15.68	16.11	16.81

Local Assistant Fire Commissioner (LAFC) Certificate, effective January 1, 1999 at 30¢ per hour, if required by the employer.

LETTER OF UNDERSTANDING NO. 1

BETWEEN

THE CORPORATION OF THE DISTRICT
OF NORTH COWICHAN

AND THE

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

RE: Students

The parties agree that students shall be treated as follows:

1. No student shall be employed while any regular member of the bargaining unit is laid off.
2. Students who receive the student rate, shall not perform any duties other than those duties students performed and were paid for, as Labourers in 1993.
3. Work performed by students other than Labourer, will continue to be paid at the appropriate rate set out in the agreement.
4. Students performing duties of the position called Utility Worker - Base Rate, shall be paid at that rate notwithstanding any of the above.

SIGNED this 18th day of February 2004.
in the Municipality of North Cowichan in the Province of British Columbia.

FOR THE CORPORATION

Jon Lefebure
Mayor

M.O. Ruttan
Municipal Clerk

FOR THE UNION

Paul Richards
President

M. Fitzgerald
Secretary

M. Fitzgerald, Negotiating Committee
J. Scott, Negotiating Committee
G. Jones, Negotiating Committee

LETTER OF UNDERSTANDING NO. 2

BETWEEN

THE CORPORATION OF THE DISTRICT
OF NORTH COWICHAN

AND THE

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

RE: Radio Operator/Guards

It is hereby understood and agreed between the parties that unless otherwise specified, as of March 3, 1996, employees classified as Radio Operator/Guards shall have their hours of work modified to facilitate their unique operating circumstances, so that the following will take place:

1. There shall be a scheduled twelve (12) hour shift off, without pay, every six (6) weeks, which shall be referred to as an adjustment day (bankable). This clause will take effect March 3, 1996. All bankable adjustment days must be taken within each calendar year.
2. Vacation leave, sick leave, all other leaves of absences, and statutory holiday entitlement, shall be earned on the basis of one working day equals eight (8) hours. All leaves, unless otherwise agreed upon, shall be taken in twelve (12) hours blocks only.
3. Employees whose shift starts on a statutory holiday are entitled to double time (2X) for the shift worked, plus an additional eight (8) hour shift off work. Employees whose scheduled day off falls on a statutory holiday, will be compensated for eight (8) hours only.

SIGNED this 18th day of February 2004.
in the Municipality of North Cowichan in the Province of British Columbia.

FOR THE CORPORATION

FOR THE UNION

Jon Lefebure
Mayor

Paul Richards
President

M.O. Ruttan
Municipal Clerk

M. Fitzgerald
Secretary

M. Fitzgerald, Negotiating Committee
J. Scott, Negotiating Committee
G. Jones, Negotiating Committee

Letter of Understanding No. 3

Between

The Corporation of the District of North Cowichan

and the

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

Re: Confirmation of rates

The parties agree that the employees listed below are entitled to the across the board adjustments of 2.5% in 2004; 2.75% in 2005, and \$.70 in 2006. Accordingly, they shall be paid as follows over the life of the 2001-2003 Collective Agreement, in lieu of the Labourer rate listed in Schedule A:

	2004	2005	2006
Lloyd Serson	\$20.67	\$21.24	\$21.94

SIGNED this 18th day of February 2004.
in the Municipality of North Cowichan in the Province of British Columbia.

FOR THE CORPORATION

FOR THE UNION

Jon Lefebure
Mayor

Paul Richards
President

M.O. Ruttan
Municipal Clerk

M. Fitzgerald
Secretary

M. Fitzgerald, Negotiating Committee
J. Scott, Negotiating Committee
G. Jones, Negotiating Committee

LETTER OF UNDERSTANDING No. 4

BETWEEN

THE CORPORATION OF THE DISTRICT
OF NORTH COWICHAN

AND THE

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

RE: Utility Students and Letter of Understanding No. 1

The Employer and the Union agree that where an Okanagan College (or equivalent) Water Quality student is working in the Utilities Department, he shall be eligible to challenge the District's Utility-Base Rate competition to determine equivalency to Sacramento in either Water Distribution or Waste Water Collection.

The challenge will be available to any such student after the completion of two months of directly related work in the Utilities Department. If unsuccessful, but if the student is re-hired at a later date, he may take the challenge again after two months of employment in a new term as a student in the Utilities Department

On successful completion, the student will be paid Utility-Base Rate wages (while working in the Utilities Department only) for the remainder of the employment period as a student, starting from the date of the successful completion of the challenge. (Students who may hold a Chlorine Handler's Certificate are not eligible for the Chlorine Handlers Certificate premium).

If a student is working in the Utilities Department and has been hired while holding a Sacramento certificate in Water Distribution or Waste Water Collection, or if he attains such certification while employed as a student, he shall be paid Utility-Base Rate wages for the remainder of the employment period as a student (while working in the Utilities Department only.)

It is the student's responsibility to advise the Employer that he wishes to undertake the challenge.

SIGNED this 18th day of February, 2004
in the Municipality of North Cowichan in the Province of British Columbia.

FOR THE CORPORATION

FOR THE UNION

Jon Lefebure
Mayor

Paul Richards
President

M.O. Ruttan
Municipal Clerk

M. Fitzgerald
Unit Chair

LETTER OF UNDERSTANDING No. 5
BETWEEN
THE CORPORATION OF THE DISTRICT
OF NORTH COWICHAN
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 358
(THE DUNCAN & NORTH COWICHAN CIVICS)

RE: Article 25.09 Certificate Bonus

The Employer and the Union agree that the Chief Electrician, Utilities Foreman, Utilities and Electrical Foreman, Chief Treatment Plant Operator, and Treatment Plant Operators require certain BCEOCP certification as minimum qualifications for the positions. The 2004-2006 Collective Agreement recognizes an increase in pay for the above positions for certification **above** the minimum certification required.

To be consistent with having raised the certificate bonus structure pay rates in the 2004-2006 Collective Agreement in Article 25.09, and to recognize an increase for the minimum certification required for the above positions, the Employer agrees to pay the following (hourly) certification bonuses in addition to the Schedule "A" hourly rates of these positions, effective January 1, 2004:

	2004	2005	2006
Chief Electrician			
WD I	15 cents	15 cents	15 cents
WWC I	15 cents	15 cents	15 cents
Chlorine	20 cents	20 cents	20 cents
Utilities Foreman			
WD I	15 cents	15 cents	15 cents
WD II	15 cents	15 cents	15 cents
WWC I	15 cents	15 cents	15 cents
WWC II	15 cents	15 cents	15 cents
Chlorine	20 cents	20 cents	20 cents
Utilities and Electrical Foreman			
WD I	15 cents	15 cents	15 cents
WD II	15 cents	15 cents	15 cents
WWC I	15 cents	15 cents	15 cents
WWC II	15 cents	15 cents	15 cents
Chief Treatment Plant Operator			
WWT I	15 cents	15 cents	15 cents
WWT II	15 cents	15 cents	15 cents
Treatment Plant Operator			
WWT I	15 cents	15 cents	15 cents
WWT II	15 cents	15 cents	15 cents

SIGNED this 18th day of February, 2004
in the Municipality of North Cowichan in the Province of British Columbia.

FOR THE CORPORATION

Jon Lefebure
Mayor

M.O. Ruttan
Municipal Clerk

FOR THE UNION

Paul Richards
President

M. Fitzgerald
Secretary