

COLLECTIVE AGREEMENT

BETWEEN

TOWN OF COMOX

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 556**

APRIL 1, 2021 TO MARCH 31, 2025

TABLE OF CONTENTS

ARTICLE 1 - INTERPRETATION	6
1.01 Definitions	6
1.02 Use of Forms and Words	6
ARTICLE 2 - MANAGEMENT RIGHTS.....	7
2.01 Management and Discretion	7
ARTICLE 3 - UNION RECOGNITION.....	7
3.01 Bargaining Unit.....	7
3.02 Work of the Bargaining Unit.....	7
3.03 No Other Agreement.....	8
3.04 Assuming Duties	8
3.05 Labour Management Committee	8
ARTICLE 4 - NO DISCRIMINATION.....	11
4.01 Human Rights Code	11
4.02 No Discrimination.....	11
4.03 Sexual Harassment	11
4.04 Harassment.....	11
4.05 Alternative Resolution	11
ARTICLE 5 - UNION SECURITY	12
5.01 All Employees to be Members	12
5.02 Check Off of Union Dues	12
5.03 Union Representatives.....	12
5.04 New Employees	13
5.05 Copies of Agreement.....	13
5.06 Correspondence.....	13
5.07 Crossing Picket Lines.....	13
5.08 No Strike/Lockouts.....	14
ARTICLE 6 - GRIEVANCE PROCEDURE AND ARBITRATION	14
6.01 Grievance Defined.....	14
6.02 Settling of Grievances.....	14
6.05 Bypassing Steps 1 and 2.....	15
6.06 Advancing a Grievance	15
6.07 Time Extension	15
6.08 Policy Grievance.....	16
ARTICLE 7 - ARBITRATION.....	16
7.01 Arbitrator.....	16
7.02 Procedure.....	16
7.03 Decision of the Arbitrator.....	16
7.04 Expenses of the Arbitrator	17
7.05 Extension of Time Limits.....	17
7.06 Witnesses.....	17
7.07 No Loss of Pay.....	17

7.08	Grievances Held in Abeyance.....	17
ARTICLE 8 - DISCHARGE, SUSPENSION AND DISCIPLINE		17
8.01	Right to Have Union Representative Present.....	17
8.02	Warnings.....	18
8.03	Burden of Proof	18
8.04	Personnel File	18
ARTICLE 9 - SENIORITY		19
9.01	Probationary Period.....	19
9.02	Seniority.....	19
9.03	Loss of Seniority	20
ARTICLE 10 - PROMOTIONS AND STAFF CHANGES.....		20
10.01	Job Postings	20
10.02	Trial Period.....	21
ARTICLE 11 - LAYOFF AND RECALL.....		22
11.01	Definition of Layoff	22
11.02	Layoffs.....	22
11.03	No New Hires	23
11.04	Advance Notice of Layoff.....	23
11.05	Election of Severance Pay.....	23
11.06	Grievance on Layoffs.....	24
ARTICLE 12 - HOURS OF WORK.....		24
12.01	Regular Work Schedule	24
12.02	Job Sharing	25
ARTICLE 13 - PAY		27
13.01	Pay Days.....	27
13.02	Wage Rates.....	27
13.03	Pay on Temporary Transfer to a Higher Classification.....	27
13.04	Special Allowances (Dirty Money).....	28
ARTICLE 14 - OVERTIME		28
14.01	Overtime Pay.....	28
14.02	Recreation Overtime	29
14.03	Standby Allowance.....	29
14.04	Call-Out.....	30
ARTICLE 15 - VACATIONS		30
15.01	Vacation.....	31
15.02	Permanent Part-time and Permanent Seasonal Employee Vacation	31
15.03	Illness During Vacation.....	32
15.04	Vacation Carry Over	32
15.05	Workers' Compensation Vacation Accrual	32
15.06	Minimum Work Days	32
15.07	No Vacation During Probation.....	32
15.08	Vacation Scheduling.....	32
15.09	Vacation Preference	33

ARTICLE 16 - STATUTORY HOLIDAYS	33
16.01 Statutory Holiday Entitlement	33
16.02 Statutory Holiday on a Work Day	34
16.03 How Pro-rated Statutory Holiday Pay is Calculated	34
16.04 Statutory Holiday Pay Entitlement	34
16.05 Discretionary Days	35
ARTICLE 17 - SICK LEAVE	35
17.01 Sick Leave Accumulation	35
17.02 Additional Sick Leave	35
17.03 Medical Certificate.....	35
17.04 Illness and Hospitalization	35
17.05 Leave for Medical Appointments	36
ARTICLE 18 - LEAVES OF ABSENCE.....	36
18.01 Compassionate Leave.....	36
18.02 Critical Illness Leave	37
18.03 Special Leave	37
18.04 Jury and Witness Duty	37
18.05 Pregnancy, Parental, Family Responsibility Leave.....	38
18.06 Union Leave	38
18.07 Leave for Domestic Violence.....	38
ARTICLE 19 - HEALTH AND SAFETY	39
19.01 WorkSafeBC	39
19.02 Joint Occupational Health and Safety (JOHS) Committee.....	39
19.03 Right to Refuse Unsafe Work.....	40
19.04 Employees Working Alone	40
ARTICLE 20 - TERMINATION OF EMPLOYMENT	40
20.01 Severance Pay	40
20.02 Meritorious Service Pay	41
20.03 Overpayment on Termination	41
ARTICLE 21 - MUNICIPAL PENSION PLAN.....	42
ARTICLE 22 - BENEFITS	42
22.02 Benefits.....	43
22.03 Workers' Compensation.....	44
22.04 Staff Education	44
22.05 Employee and Family Assistance Plan.....	45
22.06 Long-Term Disability	45
ARTICLE 23 - JOB CLASSIFICATION AND RECLASSIFICATION.....	45
23.01 Job Description	45
23.02 Changes in Classification	46
23.03 Procedure for Change of Classification	46
23.04 Retroactivity	46
23.05 No Elimination of Present Classification	46
23.06 Downward Reclassification of Position	47

ARTICLE 24 - JOB SECURITY	47
24.02 Amalgamation, Regionalization and Merger Protection	47
ARTICLE 25 - GENERAL CONDITIONS	48
25.01 Clothing	48
25.02 Present Conditions to Continue	48
ARTICLE 26 - TECHNOLOGICAL AND OTHER CHANGES.....	48
26.01 Union Notification of Changes.....	49
26.02 Training Program.....	49
26.03 Additional Training.....	49
26.04 No New Employees.....	49
ARTICLE 27 - TERMS AND DURATION OF AGREEMENT	50
27.01 Bargaining Committee.....	50
27.02 Notification.....	50
27.03 Effective Date.....	50
SCHEDULE "A"	52
SCHEDULE "B"	53
WAGE SCHEDULE "C"	54
WAGE SCHEDULE "C"	55
SCHEDULE "D"	56
SCHEDULE "E"	60
LETTER OF AGREEMENT #1	61
RE: PROGRAM EMPLOYEES	61
LETTER OF AGREEMENT #2	62
RE: HIRING OF STUDENTS.....	62
LETTER OF AGREEMENT #3	64
RE: CUSTODIAN RATES.....	64
LETTER OF AGREEMENT #4	65
RE: BYLAW ENFORCEMENT OFFICER – FLEXIBLE WORKING ARRANGEMENTS	65
LETTER OF AGREEMENT #5	68
RE: EXPEDITED ARBITRATION	68
LETTER OF AGREEMENT #6	70
RE: GRANT WORKERS.....	70
LETTER OF AGREEMENT #7	72
RE: BENEFITS REVIEW.....	72

THIS AGREEMENT made and entered into this 26th day of October, 2021.

BETWEEN:

THE TOWN OF COMOX

(hereinafter referred to as the "Town")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 556**

(hereinafter referred to as the "Union")

WHEREAS the Town recognizes the Union as the sole agent for bargaining on behalf of its employees for all purposes;

AND WHEREAS it is mutually agreed that the provisions of this Agreement shall apply to all employees of the Town, except those excluded by the *Labour Relations Code* of British Columbia or by agreement of the parties;

NOW THEREFORE the parties agree with the following:

ARTICLE 1 - INTERPRETATION

1.01 Definitions

"Employee" shall mean any person defined as such by the Labour Relations Code of British Columbia who is employed in one of the categories listed below, save and except those persons excluded from the bargaining unit by mutual agreement of the parties.

"Regular Full-time Employee" shall mean an employee occupying a position who has successfully completed the requirements of the probationary period and who works a regular (full-time) work schedule.

"Regular Part-time Employee" shall mean an employee occupying a position who has successfully completed the requirements of the probationary period and who works less than full-time, but not less than half (1/2) normal full-time hours.

"Temporary Employee" shall mean an employee hired temporarily on a fixed-term basis to perform general relief or a specific project or undertaking, during which term a regular full-time work schedule may be worked.

"Casual Employee" shall mean an employee hired to occupy a position who works irregular hours on an as-needed basis.

The Union shall be notified immediately on hiring the Casual. Casual employees shall receive twelve point eight percent (12.8%) in lieu of benefits including vacation and Statutory Holidays, sick leave and other paid leaves.

"Probationary Employee" shall mean any employee who has not successfully completed the requirements of the probationary period. Probationary employees shall be entitled to the benefits and conditions of this Agreement only where such are explicitly provided.

1.02 Use of Forms and Words

Wherever the singular or masculine is used in this Agreement, it shall be interpreted as if the plural or feminine has been used where the context so requires.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management and Discretion

Except where otherwise specifically provided in this Agreement, Management shall have the right to deploy and direct the work force, hire, classify, transfer, promote, demote, and lay off employees and suspend, discipline and discharge employees for just cause.

Management shall have the exclusive right to manage the affairs of the Town, to plan, direct and control all methods of operation, the organization of work, employment levels and standards of performance. The Town shall exercise these rights in a fair and reasonable manner.

ARTICLE 3 - UNION RECOGNITION

3.01 Bargaining Unit

The Town recognizes the Union as the sole and exclusive collective bargaining agent for its employees, save and except those who are excluded pursuant to the *Labour Relations Code* of British Columbia or by agreement of the parties, and hereby agrees to negotiate with the Union, or any of its authorized Committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

- (a) Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purpose of instruction, experimentation, or in emergencies where regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employees.
- (b) Nothing in this Article precludes the Town from continuing to assign bargaining unit work to non-bargaining unit employees where that work has been previously assigned to non-bargaining unit employees.

3.03 No Other Agreement

No bargaining unit employee shall be required or permitted to make any written or verbal agreement with the Town or its representatives which may conflict with the terms of this Agreement.

3.04 Assuming Duties

It is recognized and accepted that employees are required to assist in any capacity, or to assume the duties of any position, in the event of an emergency or during vacations.

3.05 Labour Management Committee

Mandate

The parties agree that the Labour-Management Committee (the "LMC") shall meet for the following purposes:

- To provide a venue for improving communication between employees and management.
- To address workplace changes in a collegial and pro-active manner by responding to and anticipating issues impacting on the workplace and take action as appropriate by referring the matter to an existing procedure, recommending a new process on an ad-hoc basis or proposing that no further action is required at this time.
- To facilitate resolution of workplace conflict that can be handled by informal discussion.

The LMC has the power to make recommendations to the Union and the Employer; however, the LMC may not make binding decisions.

Participation

Members: The LMC shall consist of up to three (3) management representatives and three (3) union representatives.

Each party shall have one alternate in the event regular members of the LMC are not available. Alternates are welcome to attend meetings. Invited guests should be encouraged to attend when specific topics are on the agenda, i.e., Utilities, Parks, Recreation, etc.

Meetings shall proceed where there are at least two (2) representatives from each party in attendance.

Roles/Functions

Committee Responsibilities:

All LMC members are responsible for:

- Consulting with members/managers to ensure issues and concerns appropriate to this committee are identified and brought forward to the LMC.
- Reaching consensus to facilitate resolutions to problems.
- Communicating and consulting with members/management concerning discussions and recommendations from LMC.

Chairperson:

The Chairperson shall alternate between the Union and the Employer as agreed to between the parties. The role of the Chairperson is to maintain order in the meeting and to process, through the agenda, in a manner that is conducive to good labour relations.

Recorder:

The parties agree that the Recorder of Minutes shall alternate between the Union and the Employer as agreed to between the parties.

Timing and Frequency of Meetings:

Meetings will normally be conducted monthly and unless there are no agenda items put forth by either party.

Agenda and Meeting Minutes

Agenda:

The agenda shall include the following:

- Date, time and location of the meeting
- Approval of the Agenda
- Approval of the Minutes
- Business arising from previous meetings
- Discussion items with background information where appropriate

- Other business

The cut-off for submission of agenda items is normally five (5) business days prior to the meeting. The agenda shall be prepared by both the Chair and the Recorder and will be distributed three (3) business days prior to the meeting. Additional items can be added to the agenda on shorter notice, recognizing that those items may be tabled. Supporting documentation must be circulated as far in advance as possible and should include details and background information for the item submitted.

Minutes:

The minutes shall include the following:

- Date, time and location of the meeting
- Meeting attendees
- Action and follow-up items (including members responsible)
- Completion dates
- Next meeting reminder

The Recorder shall forward a draft of the minutes for review by the Chair and Union Unit Vice-President as soon after the meeting as possible but within ten (10) business days. Once the Chair and Union Unit Vice-President have reviewed the draft minutes, the Recorder shall circulate the action items to the LMC as soon as possible. The full draft minutes will be circulated in the next agenda package to be approved at the beginning of the next Labour-Management meeting.

Record Keeping:

The Recorder must keep confidential all hard copies of agendas, draft minutes, resources and other documentation relating to the committee's activities. Electronic copies shall be stored on a secure data directory accessible to both the Union and management members of the LMC. Minutes that have been approved will be made available to the CUPE Local 556 Executive and an equivalent Management group. Archiving of records must be agreed upon by both parties.

ARTICLE 4 - NO DISCRIMINATION

4.01 Human Rights Code

The parties shall exercise their rights in accordance with the *Human Rights Code* (British Columbia).

4.02 No Discrimination

There shall be no discrimination or coercion by the Town or by the Union against any employee because of the employee's Union or non-Union affiliations with other Unions or against any employee because of the employee's activity or lack of activity in Union affairs, or because of race, creed, colour, disability, sexual orientation, nationality, religion or marital status.

4.03 Sexual Harassment

The parties recognize the right of all employees to work in an environment free from sexual harassment. Any complaint alleging sexual harassment will be dealt with in the Grievance Procedure as outlined in Clause 6.02, Step 2.

4.04 Harassment

The parties recognize the right of all employees to work in an environment free from harassment. Any complaint alleging harassment shall be dealt with in the Grievance Procedure, unless Clause 4.05 is utilized.

4.05 Alternative Resolution

A grievance alleging harassment may be put on hold by the Union if there is agreement to attempt to resolve the matter through another method. If the alternative resolution procedure is not successful in resolving the issue to the satisfaction of the employee and the Union, the Grievance Procedure may be initiated. Time lines shall be held in abeyance during the time the parties are using the alternative resolution procedure.

ARTICLE 5 - UNION SECURITY

5.01 All Employees to be Members

- (a) All employees covered by the terms of the Agreement shall, within thirty (30) days of employment and, as a condition of continued employment, become and remain members of the Union.
- (b) In the event that an employee fails to comply with the provisions of Section 5.01(a), the Town shall forthwith terminate their employment, subject to the provisions of the *Labour Relations Code*.

5.02 Check Off of Union Dues

The Town agrees to deduct Union dues fixed from time to time by the Union from the wages of each Union member. This Union dues deduction shall be forwarded to the Treasurer of the Union not later than the fifteenth (15th) day of the month following the deduction, accompanied by a list of the names of all employees from whose wages the deductions were made, together with the hours worked by the employee and the amount of Union dues deducted in each case.

5.03 Union Representatives

The Town recognizes the right of the Union to elect Union Representatives and Shop Stewards. Union Representatives and Shop Stewards shall be entitled to leave their place of work during working hours without loss of regular pay in order to carry out their functions under this Agreement when it is determined by the Department Head that it is operationally practicable to do so. Those functions are limited to the investigation and processing of grievances, attendance at meetings with the Town and participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall be obtained in advance from the employee's Department Head. Such permission shall not be unreasonably withheld.

Unless otherwise specifically provided for in this Agreement, employees shall not transact Union business during working hours.

5.04 New Employees

- (a) The Town agrees to acquaint new employees with the fact that an Agreement between the parties is in effect and with the conditions of employment regarding Union security and deduction of Union dues.
- (b) The Employer agrees to permit the shop steward up to fifteen (15) minutes with the new employee during the first (1st) week of employment to review the collective agreement, providing this meeting does not unduly affect the operational requirements.

5.05 Copies of Agreement

New employees shall be presented with a copy of the Agreement by the Town on commencement of employment.

5.06 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer and the Unit Vice-President of the Union or the CUPE National Representative, with a copy to the Unit Vice-President and the Union Secretary.

A copy of any correspondence between the Town, or its designate, and any employee in the bargaining unit, pertaining to the interpretation, administration, application or alleged violation of any part of this Agreement shall be forwarded to the Unit Vice-President and the Union Secretary of the Union or their designate.

5.07 Crossing Picket Lines

The Town shall not request, require or direct employees within this bargaining unit to perform work resulting from legal strikes that would normally have been carried out by those on strike nor shall the employees be required to cross any picket line legally established under the *Statutes* of British Columbia.

5.08 No Strike/Lockouts

It is agreed there shall be no strike, walkout, or other reduction or interruption of work by any employee during the period of this collective agreement. It is further agreed that there shall be no lockout by the Employer during the period of this collective agreement.

ARTICLE 6 - GRIEVANCE PROCEDURE AND ARBITRATION

6.01 Grievance Defined

Any difference arising between the Employer and the Union relating to the dismissal or discipline of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be resolved, without stoppage of work, in accordance with this Article, in order to provide an orderly and speedy procedure to settle a difference.

6.02 Settling of Grievances

Step 1

The employee and/or a steward and the immediate supervisor will discuss and attempt to settle the dispute. This discussion shall occur within five (5) business days of when the matter arose or when the grievor reasonably could have been aware of the matter.

Step 2

A written grievance must be submitted within five (5) business days of the discussion at Step 1.

The employee, and a steward or Union officer, and the Department Head shall attempt to settle the matter which shall have been put in writing. The written grievance shall indicate details of the alleged breach of the Agreement and the proposed resolution. From the time this step is commenced, they shall have five (5) business days to settle the matter at this step. The response to the grievance shall be in writing.

Step 3

The Union and the Chief Administrative Officer shall attempt to settle the matter. From the time this step is commenced, they shall have ten (10) business days to settle the matter at this step. The response to the grievance shall be in writing.

6.03 Should the foregoing process fail to settle the matter, then the grievance may be referred to binding Arbitration, in accordance with Article 7, or an alternative dispute resolution process, as set out in Clause 6.04.

6.04 The parties may, by agreement, instead of using the Arbitration process set out in Article 7, refer the grievance to any other dispute resolution process which may be appropriate to the dispute, including mediation, mediation-Arbitration or any statutory process for the resolution of rights disputes.

6.05 Bypassing Steps 1 and 2

Steps 1 and 2 may be bypassed in the case of discharge, harassment where the alleged harasser is the employee's immediate supervisor, or sexual harassment as the case may be.

6.06 Advancing a Grievance

If advancing an unsettled grievance from Step 3 of the Grievance Procedure in Clause 6.02 to Arbitration, this must be done in writing by the grieving party within five (5) business days of the end of the period allotted for Step 3.

6.07 Time Extension

A time extension may be granted at any point in the grievance process if both parties agree in writing.

6.08 Policy Grievance

Where a dispute involves a matter of general application or interpretation of the Collective Agreement, the Union may launch the grievance at Step 3.

ARTICLE 7 - ARBITRATION

7.01 Arbitrator

If a grievance is not settled at Step 3, the grieving party (the Union or the Employer) may submit the matter to arbitration for final settlement by a single arbitrator. It shall do so by notifying the other party together with the name(s) of its suggested arbitrator(s) in writing within ten (10) business days of the final date at Step 3.

The other party shall respond in writing within five (5) business days of the receipt of the submission, indicating its suggested arbitrator(s), and the parties shall thereafter have fifteen (15) business days to agree on an arbitrator.

Where there is failure to agree upon an arbitrator within the fifteen (15) business day period for so doing, either party may request the Labour Board, under Section 86, to make the appointment.

7.02 Procedure

The Arbitrator may determine the procedure, but shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall hear and determine the difference or allegation and render a decision within thirty (30) days from the date of the hearing.

7.03 Decision of the Arbitrator

The decision of the Arbitrator shall be in writing and shall be final, binding and enforceable on the parties, but in no event shall the Arbitrator have the power to change this Agreement or to alter, modify or amend any of its provisions.

7.04 Expenses of the Arbitrator

Each party shall pay one-half (1/2) the fees and expenses of the Arbitrator.

7.05 Extension of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties to this Agreement.

7.06 Witnesses

During the course of any Arbitration proceedings, the parties may have the assistance of the employee or employees concerned as witnesses and any other witnesses. The expenses of witnesses who are not employees shall be paid by the party calling those witnesses.

7.07 No Loss of Pay

No employee appearing as a witness before the Arbitrator shall suffer a loss of pay because of such attendance.

7.08 Grievances Held in Abeyance

Grievance proceedings shall not be initiated while concerned parties are ill, legitimately indisposed, or on leave, unless mutually agreed to by both parties concerned.

ARTICLE 8 - DISCHARGE, SUSPENSION AND DISCIPLINE

8.01 Right to Have Union Representative Present

Where a supervisor intends to interview an employee and disciplinary action may follow, the supervisor shall notify the employee of the intent of the meeting and a Union Representative shall be present at the interview so that the facts of any incident may be heard by all parties.

Nothing in this Article prevents the Town from taking immediate action where the health, safety or integrity of the work place is at risk. Upon doing so, the Union Representative (Shop Steward or Executive Officer) shall be notified of the action taken, and advised of the time and place of the follow-up meeting with the employee(s) involved.

8.02 Warnings

Whenever the Town or its authorized agent deems it necessary to censure an employee, in writing, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring the employee's work up to a required standard by a given date, the Town shall, within five (5) days, send a copy to the Unit Vice-President of the Union.

8.03 Burden of Proof

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Town.

8.04 Personnel File

There shall be only one (1) personnel file for each employee, which shall be maintained in the custody of the Chief Administrative Officer.

An employee shall have the right during regular office hours and upon twenty-four (24) hours written notice to the Chief Administrative Officer or designate, to have access to and review their personnel record, and may request and obtain copies of any material contained in it.

An employee may insert relevant material into their personnel file, upon notification to the Chief Administrative Officer.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

The Town agrees that only material relevant to the employment of the employee shall be maintained in a personnel file. An employee may request removal of material on the basis that it is not factually correct, relevant, or, in the case of material related to performance or conduct,

timely. In the event that the Town does not agree to removal of specified material, the employee may file a grievance pursuant to Article 6 of this Agreement.

ARTICLE 9 - SENIORITY

9.01 Probationary Period

- (a) Newly-hired permanent employees shall complete a single probationary period of not less than the equivalent of three (3) months of regularly scheduled hours of the position. The probationary period may be extended by the Town, with mutual agreement of the Union.
- (b) Temporary and casual employees shall serve a probationary period of nine hundred and ten (910) hours for Schedule A employees and one thousand and forty (1040) hours for Schedule B employees, during which such employees may be terminated for just cause.
- (c) The probationary period may be extended, by mutual consent between the Employer and the Union.

9.02 Seniority

- (a) The Town recognizes the principle of seniority for permanent employees. Seniority shall be based on length of continuous service with the Town.
- (b) With the exception of (c) below, demotions, promotions, transfers and the scheduling of shift work shall be determined based on seniority, provided the employee has the required ability and qualifications necessary for the position.
- (c) With respect to facilities maintenance supervisor, foreperson or charge-hand positions; demotions, promotions, transfers, and the scheduling of shift work shall be determined on the basis of suitability, taking into consideration qualifications, skills, experience and ability. The determination of suitability shall be at the sole discretion of the Town.

- (d) A Casual/Temporary Employee who is awarded a permanent position shall have their seniority date adjusted for all paid hours worked, prior to becoming permanent.

Given the availability of records, the Employer shall make this effective from January 1, 2009

9.03 Loss of Seniority

An employee shall lose their accumulated seniority when they:

- (a) are dismissed for just cause and not reinstated.
- (b) resign.
- (c) are absent from work in excess of four (4) working days without notifying the Town, unless such notice was not reasonably possible.
- (d) retire.
- (e) are laid off and are not the successful applicant on a job posting within twenty-four (24) months of the date of layoff.
- (f) are paid severance pay.

- 9.04 An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards by June of each year.

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

10.01 Job Postings

- (a) Where vacancies occur or where new positions of a permanent nature are created in any Department covered by this Collective Agreement, the Town shall post notice of the vacancy in all Departments of the Town, for a period of five (5) working days. The Town shall also mail a copy of the posting to any employee laid off and retaining seniority. Applications from regular full-time and regular part-time employees, and casual and temporary

employees who have completed probation and worked six hundred and fifty (650) hours within the previous twelve (12) months, with the required qualifications, knowledge, ability and skills for any such vacancy shall be considered, and where more than one (1) employee meets the requirements set out in the job posting, the senior applicant shall be appointed to the position.

- (b) If there is no successful applicant from within the bargaining unit, the Town may advertise and fill the position from outside the bargaining unit.
- (c) Temporary vacancies of less than six (6) weeks do not require a posting. The Employer will notify the Union in advance to explain the reasons for the appointment.
- (d) An increase in hours, days, weeks or months in any calendar year in any permanent position of more than twenty-five percent (25%) will result in the position being posted.

10.02 Trial Period

- (a) An employee promoted or transferred shall be considered on trial in the position for a period of the equivalent hours of three (3) months of the regularly scheduled hours of the position. If, during this trial period, the employee is considered to be unsuitable for that position or does not want that position then they shall be returned to their former position, plus any increments to which they would have otherwise been entitled had they not been promoted, transferred or selected to fill a vacancy, with no loss of seniority. In the event an Employee is returned to their former position, all other Employees who changed job positions shall also move back to their former positions and salary scales which they occupied previously. This may be extended by the Employer, with mutual agreement of the Union.
- (b) It is agreed that the trial period may be extended by mutual agreement.

ARTICLE 11 - LAYOFF AND RECALL

11.01 Definition of Layoff

- (a) A layoff shall be defined as a reduction in the work force or a reduction in the hours of work. This Article only applies to permanent full-time and part-time employees.
- (b) Although the Town does not intend to reduce the work force or to reduce the regular hours of work of permanent employees as defined in this Agreement, the parties recognize that circumstances may require such action in the future. In making such reductions, the Town and the Union agree to consult with each other to ensure that such reductions are made in an orderly manner and in accordance with the principle of seniority.

11.02 Layoffs

- (a) The Town agrees that in the event of a layoff, employees shall be laid off in the reverse order of seniority, provided always that the layoff shall occur where the work is reduced or eliminated.
- (b) An employee who has been laid off and retains seniority must immediately contact the Town if their address or telephone number changes, or provide other contact numbers if available. Failure to do so may result in failure to be called for available work or to receive postings.
- (c) Bumping
 - (i) An employee about to be laid off may displace a less senior employee, provided the senior employee has the required ability and qualifications.
 - (ii) An employee must exercise the right to bump before the layoff date takes place, and shall therefore notify the Town of their intention to bump within five (5) working days of receiving layoff notice. Within a further five (5) working days, the employee shall notify the Town of the position to which the employee wishes to bump.

(iii) The right of an employee (who is to be bumped) to layoff notice shall not be affected by bumping.

(d) Recall Procedure

(i) Employees not electing to bump will be placed on the recall list where they shall be recalled in order of their seniority.

(ii) Employees shall retain their rights to recall for twenty-four (24) months from the date of layoff.

11.03 No New Hires

No new employees will be hired to fill a vacancy until all laid off employees who remain on the seniority list and are qualified and have the ability to fill the vacancy have been given the opportunity to apply for any vacancy.

11.04 Advance Notice of Layoff

Unless legislation is more favourable to employees:

(a) the Town shall provide employees with less than six (6) months of seniority, notice of layoff in accordance with the *Employment Standards Act*, Part 8; and

(b) the Town shall provide employees with six (6) or more months seniority, thirty (30) working days notice of layoff, or pay in lieu thereof.

(c) Clause 11.04 does not apply in cases of unforeseen circumstances of a disastrous nature.

11.05 Election of Severance Pay

Employees who have received notice of layoff shall choose either to retain seniority rights or to accept severance pay in lieu thereof. An employee may choose to remain in the position with reduced hours. Such selection shall be in writing, and shall be delivered to the Town, within five (5) working days of having received notice of layoff. In the event no

selection is made, employees are presumed to have opted to accept the layoff.

11.06 Grievance on Layoffs

Grievances concerning layoff shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 12 - HOURS OF WORK

12.01 Regular Work Schedule

The regular hours of work for all employees, except recreation employees; shall be as follows:

- (a) The normal work week shall consist of five (5) normal working days, Monday through Friday, unless otherwise authorized.
- (b) The normal working day for outside employees shall commence at 8:00 a.m. and terminate at 4:30 p.m. with one-half (1/2) hour off for lunch.
- (c) A normal working day for inside employees shall consist of seven (7) working hours between the hours of 8:30 a.m. and 4:30 p.m. with a lunch period of one (1) hour.
- (d) The normal working day for custodians, Bylaw Enforcement Officers and recreation staff varies from that laid down in this Clause due to the nature of their employment.
- (e) The hours of work are subject to change in case of an emergency or necessity at the discretion of the applicable Department Head.
- (f) Employees may, with the consent of their supervisor, work through their lunch period and have their work day or week compressed accordingly.

12.02 Job Sharing

Where the Employer, the Union and the individuals involved find it acceptable, a position may be shared by two (2) qualified employees in the following manner:

(a) Posted Position

In the event of a posted position:

- (i) A joint letter of application shall be submitted for a posting which employees wish to share;
- (ii) Appointment shall be made of the senior qualified applicant, whether or not the applicant has submitted a joint application;
- (iii) The application shall describe the manner in which the position shall be shared;
- (iv) If the job-sharing arrangement cannot continue because the senior incumbent leaves, the entire position shall be deemed to be vacant and shall be posted;
- (v) If the job-sharing arrangement cannot continue because the junior incumbent leaves, the full-time hours shall be offered to the senior incumbent and the senior incumbent may accept the additional hours or may request that the vacated hours be posted.

(b) Position Currently Held by an Employee

In the event of a position currently held by an employee, where that employee wishes to job-share:

- (i) The employee shall make a written request to the Employer describing the shared arrangement the employee would like to arrange;
- (ii) The Employer shall post the "shared" portion of the job;
- (iii) The Employer shall fill the shared portion of the job as per the Collective Agreement;
- (iv) If the job-sharing arrangement cannot continue because the original employee leaves the position, the position shall be posted with its full hours;

- (v) If the employee who posted into the shared position leaves, the original employee shall assume the full hours;
- (vi) The employee who posted into the shared position cannot assume the full hours on a permanent basis until the position is re-posted;
- (vii) The original employee in the position may end the job-sharing arrangement by giving three (3) months' written notice.

(c) Shared Positions

All shared positions:

- (i) Employees shall earn full seniority and have rights under the Collective Agreement;
- (ii) Employees shall be entitled to benefits as set out in the Agreement, however, if more than one (1) employee qualifies for benefits, the Employer's financial liability shall be limited to the cost of benefits for one (1) employee. If both employees meet the eligibility requirements set out in the Collective Agreement and/or are permitted by the carrier, more than one (1) employee may be on the benefit plan and pay the additional costs;
- (iii) Should additional training be required by the Employer for the work in the position, where appropriate, both employees shall receive the training, or the Employer will provide the opportunity for one (1) employee to train the other;
- (iv) Requirements for orientation shall be decided before the job-share begins;
- (v) Each employee shall be entitled to Statutory Holiday pay at the same percentage as the percentage of full-time worked;
- (vi) The schedule of hours or days worked by each employee shall be subject to the Employer's approval;
- (vii) An employee shall have the right to bid on any position;
- (viii) On termination of the job-sharing arrangement, the employee left without a position has the right to bump;
- (ix) Employees sharing a position shall have first opportunity to cover for the other employee's illness, vacation, leaves, etc.;
- (x) Employees requesting to job-share must be current employees of the Employer and members of the bargaining unit;
- (xi) The Employer has the right to conduct an ongoing review of any job-sharing situation;

- (xii) The Employer shall advise participants in a job-share situation of any dissatisfaction or concerns and give the participants a reasonable opportunity to correct any concerns;
- (xiii) The Employer may terminate the job-share situation upon providing thirty (30) days' written notice to the participants;
- (xiv) The Employer's decision to not approve a job-share request or to terminate a job-share situation shall not be grounds for a grievance unless that decision is made in an arbitrary or unfair manner.

ARTICLE 13 - PAY

13.01 Pay Days

Regular pay days shall be on alternate Fridays. If any pay day falls on a Holiday, the pay day shall be the last working day immediately preceding the Holiday.

13.02 Wage Rates

All employees are entitled to be paid for services rendered at the hourly rate of pay specified for their classification in the Wage Schedule attached hereto as Schedule "C" and forming part of this Agreement.

13.03 Pay on Temporary Transfer to a Higher Classification

When an employee is directed by the Town to assume a substantial portion of the duties and responsibilities of any position of a higher rate of pay for any reason, they shall receive the rate of pay for every hour worked in the position provided that the employee performs the duties of the position for more than one (1) hour.

13.04 Special Allowances (Dirty Money)

(a) Sewer Allowance

Where an employee is required to work in contact with live or raw sewage, they shall be paid an additional two dollars (\$2.00) per hour for the duration of such work and the Town shall provide rubber hip boots.

(b) Pesticide Application

Where an employee is required to use pesticides or herbicides, they shall be paid an additional two dollars (\$2.00) per hour for the duration of such work.

(c) Working with Hot Asphalt

Where an employee is required to work with hot asphalt, they shall be paid an additional two dollars (\$2.00) per hour for the duration of such work.

(d) Garbage

Where an employee is required to do the garbage run, they shall be paid an additional two dollars (\$2.00) per hour for the duration of such work.

ARTICLE 14 - OVERTIME

14.01 Overtime Pay

(a) Overtime is to be worked only when authorized by the Chief Administrative Officer or Department Head.

(b) All hours worked in excess of the regular hours of work, Monday through Saturday, as provided in Article 12 shall be paid at time and one-half (1-1/2x) for the first three (3) hours for Schedule "B" employees and time and one-half (1-1/2x) for the first three (3)

hours for Schedule "A" employees, and double time (2x) thereafter.

- (c) All hours worked on a Sunday shall be paid at double time (2x).
- (d) All hours worked on a Statutory Holiday shall be paid at time and one-half (1-1/2x), exclusive of Statutory Holiday pay.
- (e) Compensatory time off may be granted by the Town in lieu of overtime pay at the request of the employee. Compensatory time off shall be taken at a time mutually agreed between the Department Head and the employee, subject to operational requirements. Accumulated compensatory time off shall not exceed ten (10) working days at any one (1) time.
- (f) Overtime shall be on a voluntary basis.

14.02 Recreation Overtime

The Recreation Department may operate seven (7) days per week. Hours of work for Recreation employees correspond to the hours of operation of the Recreation Department. Recreation employees will not be paid double time (2x) on Sunday if it is their regular shift, but shall receive double time (2x) for all hours worked on their seventh (7th) consecutive day of work.

14.03 Standby Allowance

Employees required to carry a pager/radio/cell phone on standby duties shall be paid at the regular wages as below. The obligations of standby shall include verbally responding to telephone calls, redirecting action to the appropriate employee(s), being available by pager/radio/cell phone during the designated times. If employees are required to respond personally, they shall be paid at the call-out rates as per Section 14.04.

- (a) Four (4) hours for statutory holiday.
- (b) Six (6) hours for weekend from end of shift Friday to start of shift Monday morning.
- (c) Two (2) hours for workday (Monday to Thursday) from end of shift to start of shift next day.

Standby hours may be banked and taken later as time off with pay to a maximum bank of five (5) days.

14.04 Call-Out

- (a) Employees called out shall be paid for a minimum of two (2) hours at the applicable overtime rate. Any other call-outs which occur during a two (2) hour call-out shall be considered an extension of the same call. Call-outs which occur after the two (2) hour period shall constitute a new call-out.
- (b) Where an employee has been called out and the employee completes the work related to the call-out before the two (2) hour minimum period has expired, the Town can assign further work to the employee.
- (c) Call-out duty shall be by seniority amongst the departmental employees qualified to perform the work. Call-out work is defined as an authorized or required unscheduled return to duty.

14.05 Bylaw Enforcement Officer Overtime

Any regularly scheduled hours worked between 6:00 a.m. and 1:00 a.m. shall not incur overtime pay (for clarity, any hours worked between 1:00 a.m. and 6:00 a.m. will incur overtime);

- (a) unless hours exceed ten (10) hours in any twenty-four (24) hour period, or
- (b) Forty (40) hours in any Sunday through Saturday period.

ARTICLE 15 - VACATIONS

All employees will be provided their vacation entitlement on January 1st of each year. Those employees hired prior to January 1, 2020, will have any amount in excess of the vacation carryover in Article 15.04, as of December 31, 2021, paid out at the time they leave their employment or used as vacation time with the approval of their manager.

15.01 Vacation

- (a) An employee shall be given an annual vacation of three (3) weeks in their first (1st) year of continuous Municipal service and each subsequent year of employment up to and including the fifth (5th) year.
- (b) An employee, with continuous Municipal service, shall be given an annual vacation of four (4) weeks commencing with the sixth (6th) year and each subsequent year of employment up to and including the tenth (10th) year.
- (c) An employee, with continuous Municipal service, shall be given an annual vacation of five (5) weeks commencing with the eleventh (11th) year and each subsequent year of employment up to and including the fifteenth (15th) year.
- (d) An employee, with continuous Municipal service, shall be given an annual vacation of six (6) weeks commencing with the sixteenth (16th) year and each subsequent year of employment up to and including the twentieth (20th) year.
- (e) An employee, with continuous Municipal service, shall be given an annual vacation of seven (7) weeks commencing with the twenty-first (21st) year and each subsequent year of employment thereafter.
- (f) An employee who has successfully completed their probation may after six (6) months service take one (1) of the above-mentioned three (3) weeks vacation during the remainder of their first (1st) year of employment.
- (g) Vacation pay for the above shall be at the employee's regular rate of pay.

15.02 Permanent Part-time and Permanent Seasonal Employee Vacation

Permanent part-time and permanent seasonal employees will be given annual vacation pay on a pro-rata basis in accordance with Clause 15.01, based on their regular annual hours of work.

15.03 Illness During Vacation

If, during a period of annual vacation, an employee becomes sick, the employee shall be entitled to convert annual vacation to sick leave on presentation of a medical certificate.

15.04 Vacation Carry Over

Employees may, with the approval of the Department Head, carry over accrued annual vacation from one (1) year to the next. The amount carried over to the subsequent year shall not exceed one-half (1/2) of the employee's annual leave entitlement. Any amounts carried over must be taken in the subsequent year.

15.05 Workers' Compensation Vacation Accrual

Where an employee is off work and in receipt of compensation from the Workers' Compensation Board, the first three (3) months of such leave shall be deemed time worked for the purpose of calculating vacation pay.

15.06 Minimum Work Days

An employee's annual vacation entitlement shall be reduced on a proportionate basis for each calendar month during which the employee did not accumulate fifteen (15) paid working days.

15.07 No Vacation During Probation

Notwithstanding any other provision of this Agreement, no employee shall be granted a vacation with pay during their probationary period without the authorization of their supervisor.

15.08 Vacation Scheduling

Employees shall take into consideration their position with the Town and earned vacation bank when planning, arranging and scheduling their annual vacation.

Subject to Clause 15.09, employee requests for vacation leave will not be unreasonably denied.

15.09 Vacation Preference

In the event two (2) or more employees within a Department request vacation leave for the same period or a portion thereof, the following shall apply:

- (a) Subject to operational requirements as determined by the Department Head, vacation preferences shall be determined by seniority within each Department, and where seniority is equal, the date of request shall be the deciding factor.
- (b) An employee who does not exercise seniority rights on or before April 30th each year for the purpose of determining vacation preference shall not be entitled to exercise those rights against an employee with less seniority.
- (c) Employees may take up to one (1) year of vacation entitlement, subject to operational requirements, in a single unbroken period, with any longer period subject to approval by the Department Head. If an employee decides to break their annual vacation entitlement into more than one (1) period in a calendar year, seniority rights shall apply to one (1) period selected, as designated by the employee.

ARTICLE 16 - STATUTORY HOLIDAYS

16.01 Statutory Holiday Entitlement

Subject to the rest of this Article, employees are entitled to a Statutory Holiday with pay on the following public Holidays:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day

Labour Day
National Day for Truth
& Reconciliation
Thanksgiving Day
Remembrance Day
Christmas Day

British Columbia Day

Boxing Day

and any other day proclaimed by the Federal, Provincial or Municipal Government to be a Statutory Holiday, or any other day which may be designated by Council in lieu of the above named Statutory Holidays.

16.02 Statutory Holiday on a Work Day

In the event that a Statutory Holiday falls on a regular working day while an employee is on vacation, the employee shall receive one (1) additional day off with pay.

16.03 How Pro-rated Statutory Holiday Pay is Calculated

Employees shall be granted one (1) day off with pay for each of the above-noted Statutory Holidays in accordance with the following:

- (a) for an employee who does not have a regular schedule of hours and who has worked at least fifteen (15) of the last thirty (30) days before a Statutory Holiday, by dividing the employee's total wages, excluding overtime wages, for the thirty (30) day period by the number of days worked;
- (b) for an employee who has worked less than fifteen (15) of the last thirty (30) days before a Statutory Holiday, by dividing the employee's total wages, excluding overtime wages, for the thirty (30) day period by fifteen (15).

16.04 Statutory Holiday Pay Entitlement

An employee who is given a day off on a Statutory Holiday or instead of a Statutory Holiday must be paid the following amount for the day off:

If the employee has a regular schedule of hours and the employee has worked or earned wages for at least fifteen (15) of the last thirty (30) days before the Statutory Holiday, the same amount as if the employee had worked regular hours on the day off.

16.05 Discretionary Days

A permanent employee shall be entitled to three (3) discretionary days per calendar year. An employee may use a discretionary day (day off work without pay and without loss of benefits) by advising the appropriate supervisor in advance. Use of discretionary days are subject to the operational requirements of the Town.

ARTICLE 17 - SICK LEAVE

17.01 Sick Leave Accumulation

Permanent full-time employees shall accumulate sick leave credits at a rate of one and one-half (1-1/2) days per month of employment, to a maximum of twenty-five (25) days, provided they have had at least fifteen (15) paid working days during the calendar month. Part-time employees shall accumulate sick leave credits on a pro-rata basis.

Short Term Disability insurance will commence upon completion of the elimination period (fourteen [14] calendar days).

17.02 Additional Sick Leave

Notwithstanding the foregoing, the Town may grant additional sick leave credits in special circumstances.

17.03 Medical Certificate

A medical certificate may be required if an employee is absent from work due to illness. Should a medical certificate be requested, the Employer will be responsible for all associated costs.

17.04 Illness and Hospitalization

(a) Illness

In case of illness of an immediate member of the family (as defined in Clause 18.01) of an employee where no one other than the employee can provide for the needs of the ill person, the

employee shall be entitled, after notifying their Department Head, to use a maximum of five (5) accumulated sick leave days per illness for this purpose. A doctor's certificate may be required for such use of sick leave and, if required, shall be paid for by the Town, if there is a charge.

(b) Hospitalization

In the event of hospitalization of an immediate member of the family of an employee, outside of the Comox Valley area, the employee shall be entitled, after notifying their Department Head, to use accumulated sick days while out of town due to the hospitalization of the family member.

(c) Other Employment

If an employee receives injuries from an accident unrelated to employment with the Employer and receives payment from any other source to compensate for wage loss, the employee shall reimburse the Employer for any sick leave payments they received and shall be credited with an equivalent amount of sick leave entitlement.

17.05 Leave for Medical Appointments

Regular employees may use sick leave to attend to personal medical, dental or other health-related appointments to a maximum of the equivalent of one (1) regularly scheduled day in each calendar year. These hours may be taken separately.

Employees will make every effort to schedule these appointments outside of regular working hours.

ARTICLE 18 - LEAVES OF ABSENCE

18.01 Compassionate Leave

- (a) Permanent employees shall be granted up to three (3) days compassionate leave with pay in each year in case of death in the employee's immediate family. Immediate family shall include the employee's parents, spouse, children, brothers, sisters, parents-in-

law, brothers and sisters-in-law, grandparents, grandchildren and relatives residing with the employee.

- (b) At the discretion of the Chief Administrative Officer, an employee may be granted additional compassionate leave with or without pay in unusual or extenuating circumstances.
- (c) The Town will grant a leave of absence without pay for the employees who seek Compassionate Care Benefits in accordance with the Employment Insurance Regulation of Canada as of January 4th, 2004.
- (d) Mourners Leave

Employees shall be entitled to reasonable time off up to one-half (1/2) day with pay to attend a funeral.

18.02 Critical Illness Leave

Where leave from work is requested to care for a family member whose health has declined due to critical illness or injury, the employee will be granted leave in accordance with the *British Columbia Employment Standards Act*.

18.03 Special Leave

Upon written request, leave of absence with or without pay may be granted at the discretion of the Town, for good and sufficient cause. Seniority, sick leave and vacation shall cease to accumulate during any approved leave of absence without pay in excess of thirty (30) calendar days.

18.04 Jury and Witness Duty

An employee called for jury duty or subpoenaed as a witness shall be granted time off with pay during the period of such duty. The employee shall remit any remuneration or compensation received to the Town.

18.05 Pregnancy, Parental, Family Responsibility Leave

Employees shall be granted leave in accordance with the provisions of the *Employment Standards Act, R.S.B.C., 1996.*

18.06 Union Leave

- (a) Upon application to and upon receiving the permission of the respective department head in each specific case, time off without pay shall be granted to official representatives of the Union when it becomes necessary to transact business in connection with matters affecting members of the Union, providing it does not interfere with the operation of the Employer.
- (b) Official representatives of the Union shall have the right to attend meetings without loss of pay for the purpose of negotiating a revision or renewal of this Agreement when such meetings are held during working hours or when discussing with representative(s) of the Employer, a grievance or any other matter contained in this Agreement. Official representatives of the Union attending meetings with the Employer on joint committees shall do so without loss of pay.
- (c) Any member, to a maximum of three (3) persons at one (1) time of the Union, who is required to attend Union Conventions or perform any other function on behalf of the Union and its affiliates necessitating a leave of absence without pay shall, upon application to the respective Department Head, with one (1) weeks' notice, be granted a leave of absence. It is understood that the granting of the above leave shall not unduly hinder the operations of the department. It is agreed that the employees will continue to receive their regular pay during this period of leave and that the Employer will be reimbursed by the Union.

18.07 Leave for Domestic Violence

Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic or sexual violence, the employee shall be granted leave, in each calendar year, in accordance with the *British Columbia Employment Standards Act.*

ARTICLE 19 - HEALTH AND SAFETY

19.01 WorkSafeBC

(a) Workers' Compensation

Where a permanent employee suffers an injury or disease which results in compensation being paid by the Workers' Compensation Board, the employee may use their accumulated sick leave credits and continue to receive their regular pay, provided the Workers' Compensation Board payments go directly to the Town. The Town shall deduct from the employee's accumulated sick leave credits the difference between the employee's usual pay and the Workers' Compensation payment received by the Town.

Where the employee has no accumulated sick leave credits or where the employee's accumulated sick leave credits have been exhausted, the employee shall have the option of having the difference between their usual pay and the Workers' Compensation payment deducted from their annual vacation leave entitlement. When this is also exhausted, the employee shall receive remuneration directly from the Workers' Compensation Board.

(b) WorkSafeBC Regulations

No person shall carry out, or cause to be carried out, any work process or operate or cause to be operated, any tool, appliance or equipment when that person has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.

An employee who is injured during working hours and is required to leave for treatment or is sent home, shall receive payment for the remainder of the day in which the employee is injured provided that the employee completes the WorkSafeBC report on the injury.

19.02 Joint Occupational Health and Safety (JOHS) Committee

- (a) The Joint Occupational Health and Safety Committee (JOHS) membership will be in accordance with the Workers' Compensation Act.

- (b) The Committee will function in accordance with the Workers' Compensation Act and Occupational Health and Safety Regulations, and will participate in developing a program to reduce risk of occupational injury or illness.
- (c) The Union will appoint, on an annual basis, members to the JOHS Committee.
- (d) Employees who are representatives of the Committee shall not suffer any loss of pay for time spent on the business of the Committee.

Committee meetings shall be scheduled during normal working hours.

19.03 Right to Refuse Unsafe Work

The *Workers' Compensation Act* Regulations respecting the right of employees to refuse unsafe work shall form part of this Agreement.

19.04 Employees Working Alone

Employees shall not be required to be on duty alone during public hours of operation at either the Community Centre or the Town's administration offices.

ARTICLE 20 - TERMINATION OF EMPLOYMENT

20.01 Severance Pay

Employees with between three (3) and six (6) months seniority shall receive severance pay equivalent to one (1) week's wages upon termination of employment other than for just cause.

Employees with between six (6) months and two (2) years seniority shall receive severance pay equivalent to two (2) week's wages upon termination of employment other than for just cause.

Employees with more than two (2) years seniority shall receive severance pay equivalent to one (1) week's wages for every one (1) year of service upon termination of employment other than for just cause.

20.02 Meritorious Service Pay

Meritorious service pay shall be paid to employees of the Town on the following conditions:

- (a) A permanent employee, having served ten (10) or more years with the Town, on reaching retirement or whose service is terminated for medical reasons, shall be paid two (2) day's pay at the current rate for every year of continuous service with the Town.
- (b) A permanent employee, having served ten (10) or more years with the Town, who, upon confirmation of a medical doctor or other authority acceptable to the Town's current group insuring company, is placed on permanent Long Term Disability shall be paid two (2) day's pay for every year of continuous service with the Town, at the last current rate of pay paid to the employee while in active service with the Town, up to and including the last day wherein any remuneration is paid to that employee by the Town.
- (c) Only one (1) payment per employee shall be made if eligible for this program.

20.03 Overpayment on Termination

On termination of employment, any overpayment owing to the Employer will be deducted from the employee's final pay; and without limiting the generality of the foregoing, such matter may include wages or other payments in advance for WorkSafeBC claims, vacation leave, travel expenses, etc.

ARTICLE 21 - MUNICIPAL PENSION PLAN

- 21.01 The provisions of the *Public Sector Pension (Plans) Act*, R.S.B.C., as amended, *Municipal Pension Plan* apply.
- (a) Permanent part-time employees whose regular hours of work are twenty (20) hours or more, have the option of enrolling in the Municipal Pension Plan.
 - (b) Permanent part-time seasonal employees whose regular hours of work are twenty (20) hours or more and whose seasonal employment is six (6) months or more, have the option of enrolling in the Municipal Pension Plan.
 - (c) Permanent full-time seasonal employees whose seasonal employment is six (6) months or more have the option of enrolling in the Municipal Pension Plan.

ARTICLE 22 - BENEFITS

- 22.01 The Town shall provide benefits to eligible employees on the first day of the month following completion of three (3) months of service at the levels of coverage set out in Schedule "D" of this Collective Agreement. All employees shall be subject to the conditions of coverage set out in any related insurance policy.

For the purpose of eligibility, the following employees will be eligible for benefit provisions under this Article, except where stated otherwise:

- (a) Permanent full-time employees
- (b) Permanent part-time employees working half the regular, full-time hours per week.
- (c) Permanent seasonal employees during periods of employment. Permanent seasonal employees may continue MSP and benefits for which they remain eligible during their seasonal layoff at their own expense. Such employees may elect to have their benefits premiums deducted in advance of their seasonal layoff, during their period of employment.

Any proposed alterations to insurance carriers, or changes introduced by insurance carriers, shall be provided to the employees and the Union for input and discussion at a Labour Management meeting.

The Town is required to provide, at a minimum, the levels of coverage set out in Schedule "D" of the Collective Agreement. There shall be no reduction in coverage without the written agreement of the Town and the Union.

22.02 Benefits

The Town shall provide the following group insurance benefits. (See Benefit Summary Schedule "D" for more details). For complete information on benefits, eligibility, restrictions, deductible amounts, limitations, termination, optional and survivor benefits, contact the Town office to review a copy of the policy or for information.

(a) Mandatory Group Insurance coverage:

- (i) Group Life
- (ii) Dependents' Life (where applicable)
- (iii) Accidental Death and Dismemberment
- (iv) Weekly Indemnity
- (v) Long Term Disability

(b) Optional Group Insurance coverage:

- (i) Extended Health and Vision Care
- (ii) Dental

(c) Medical Services Plan (M.S.P.)

Permanent employees must enroll in the mandatory Group Insurance coverage and may, at the employee's option, participate in the optional Group Insurance coverage and Medical Services Plan (M.S.P.).

The Town shall pay one hundred percent (100%) of all premiums related to Dependents' Life coverage, Accidental Death and Dismemberment coverage, Extended Health coverage, Dental coverage, and Medical Services Plan premiums and forty-five

percent (45%) of Group Life coverage to December 31, 2010. Effective January 1, 2011 Group Life increases to one hundred percent (100%) employer paid.

The employee shall pay one hundred percent (100%) of the premiums for Weekly Indemnity coverage and Long Term Disability coverage and fifty-five percent (55%) of Group Life coverage to December 31, 2010. Effective January 1, 2011 Group Life decreases to zero percent (0%) employee paid. The Town shall pay to each participating employee an allowance equal to the premium cost of the Weekly Indemnity coverage.

The Town shall provide Vision Care coverage covering one hundred percent (100%) of the costs of lenses (intraocular, contact and prescription) and frames, up to a maximum benefit of four hundred and fifty dollars (\$450.00) per family member in a two (2) year period. The Town shall provide up to one hundred dollars (\$100.00) per twenty-four (24) month period per family member to pay for eye examinations. The Town shall pay one hundred percent (100%) of all premiums related to Vision Care coverage. Extended Health Benefits to include a drug card with no user fee.

22.03 Workers' Compensation

Employees absent from work and in receipt of Workers' Compensation benefits shall continue to receive benefits on the same cost-sharing basis as set out in this Agreement for a period of two (2) years.

22.04 Staff Education

- (a) Paid education leave may be granted to any employee taking a course of study which requires their absence from employment with the Town, provided such course of study relates to the Municipal duties of the employee, has been recommended by the Chief Administrative Officer and approved by Council. Paid education leave shall not result in loss of seniority.
- (b) Employees requested to attend courses or seminars by the Town shall have all expenses paid and shall continue to receive regular wages while attending. Such employees who attend courses or

seminars that exceed their regular hours of work shall be entitled to straight-time pay or the equivalent amount of time off, with pay, at a mutually agreeable time.

- (c) The Town agrees to give serious consideration to employee requests to attend work-related courses and seminars.
- (d) Department Heads shall make every effort to inform all employees of upcoming courses that are applicable to them.

22.05 Employee and Family Assistance Plan

The Town shall pay one hundred percent (100%) of a jointly acceptable Employee and Family Assistance Plan.

22.06 Long-Term Disability

Any employee who qualifies for Long-Term Disability (LTD) benefits will remain on the Employer's benefit plan for up to two (2) years. The Employer will pay one hundred percent (100%) of the extended health and dental premiums for the first twelve (12) months. If the employee chooses to remain on the Employer's benefit plan, the employee is responsible for one hundred percent (100%) of the benefits premiums for the remaining twelve (12) months.

ARTICLE 23 - JOB CLASSIFICATION AND RECLASSIFICATION

23.01 Job Description

The Town agrees to draw up job descriptions for all positions for which the Union is the bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days of them receiving the document.

23.02 Changes in Classification

When any position not covered by this Agreement is established or an existing classification is materially changed, the rate of pay shall be subject to negotiations between the Town and the Union before the position is filled or before the reclassification takes place. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to negotiations and if necessary, Arbitration.

23.03 Procedure for Change of Classification

Should an employee feel their job is improperly classified, the following procedure shall be used:

- (a) The employee shall submit in writing to the Town and the Union the reason and justification for the appeal.
- (b) Upon receipt of the appeal, the Town and the Union shall meet in an effort to resolve the issue.
- (c) Should the parties be unable to come to an agreement, the matter may be submitted to Clause 6.02, Step 2.

23.04 Retroactivity

Any adjustment in wages will only be retroactive to the date that formal notice was given under Clause 23.03 of the Agreement.

23.05 No Elimination of Present Classification

Existing classifications shall not be eliminated without written agreement between the parties.

23.06 Downward Reclassification of Position

An incumbent shall not have their salary reduced by reason of a change in the classification of their position.

ARTICLE 24 - JOB SECURITY

24.01 Contracting Out

- (a) The Town will not contract out services or work presently performed by its permanent full-time or permanent part-time employees which will directly result in a reduction in their hours of work, loss of pay, or the failure to recall employees on layoff.
- (b) On request, the Employer will make any publicly released Requests for Proposals related to Article 24.01 (a) available to the Union, during regular Labour-Management meetings, for work that is currently being done by members of the bargaining unit or work that could be done by members of the bargaining unit.

24.02 Amalgamation, Regionalization and Merger Protection

In the event the Town merges or amalgamates with any other body, the Town undertakes to use best efforts to provide the following:

- (a) Employees shall be credited with all seniority rights with the new employer.
- (b) All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new employer.
- (c) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new employer.
- (d) Conditions of employment and wage rates for the new employer shall be equal to the best provisions in effect with the merging employers.

- (e) No employee shall suffer a loss of employment as a result of a merger.
- (f) Preference in location of employment in the merged Municipality shall be on the basis of seniority.

ARTICLE 25 - GENERAL CONDITIONS

25.01 Clothing

- (a) The Town shall supply Schedule "B" employees with coveralls including replacement and laundering as required.
- (b) Where the nature of the work requires raingear, the Town shall supply one (1) pair of raingear as required to each Schedule "B" employee.
- (c) The Town shall supply a boot allowance of one hundred and seventy-five dollars (\$175.00) per year or three hundred and fifty dollars (\$350.00) every two (2) years to each Schedule "B" employee and Building Inspector for W.C.B. approved boots, upon proof of purchase.

Effective April 1, 2024, the boot allowance will be increased to two hundred dollars (\$200.00) per year or four hundred dollars (\$400.00) every two (2) years.

25.02 Present Conditions to Continue

Present conditions existing as set out in the Town's Policy Manual that were not otherwise altered or as set out in this Agreement shall continue.

ARTICLE 26 - TECHNOLOGICAL AND OTHER CHANGES

This Article does not apply to technological upgrades that occur in the normal course of business.

26.01 Union Notification of Changes

Three (3) months before the introduction of any technological or other changes or methods of operation which affect the rights of employees, conditions of employment, wage rates or work loads, the Town shall notify the Union of the proposed change. The Town agrees to consult with the Union regarding the effect of the change on the employees affected by the change.

26.02 Training Program

If the Town introduces a change under Clause 26.01 or requires new or greater skills than are possessed by affected employees under the present method of operations, such employees shall, at the expense of the Town, be given a maximum period not to exceed three (3) months, which may be extended by mutual agreement in writing between the parties prior to the conclusion of the three (3) months training period, 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 a new position.

26.03 Additional Training

The Town reserves the right to evaluate the progress of the employee and determine whether they can acquire the necessary skills through additional training.

26.04 No New Employees

Affected employees shall not be replaced unless they have been provided with notice and failed the required training under this Article.

ARTICLE 27 - TERMS AND DURATION OF AGREEMENT

27.01 Bargaining Committee

The parties agree that no more than four (4) representatives each shall be appointed on behalf of the Union and the Town for the purpose of negotiating a renewal or revision of this Agreement.

27.02 Notification

At any time during the four (4) month period immediately preceding the anniversary date of this Agreement commencing in the final year of the term of the Agreement, either party may give to the other written notice to commence collective bargaining pursuant to the *Labour Relations Code* of British Columbia.

27.03 Effective Date

This Agreement shall be binding and remain in full force and effect from April 1st, 2021 to March 31st, 2025 inclusive, and shall continue from year-to-year thereafter unless either party exercises its rights to commence collective bargaining as provided for in the Labour Code of British Columbia.


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

Retroactive pay will be for employees actively on payroll at time of ratification of the collective agreement.

**SIGNED ON BEHALF OF THE
TOWN OF COMOX**



Russ Arnott, Mayor



Jordan Wall, Chief Administrative
Officer

APR 4/2022

Date

**SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES (Local 556)**



Peter Morrow, Committee Member



Janice Wright, Committee Member



Paul Laronde, Committee Member

TOWN OF COMOX

SCHEDULE "A"

JOB CLASSIFICATIONS

Administration/Finance

Accounting Clerk I
Accounting Clerk II/Payroll
Accounting Clerk III
Accounting Clerk IV
Clerk/Typist I - Administration
Clerk/Typist II - Administration
Clerk/Typist III - Administration
Clerk/Typist III - Finance
Clerk/Typist IV

Planning

Planning Technician
Planner I
Planner II

Public Works

Engineering Technologist
Clerk/Typist II – Public Works/Parks

Recreation/Community Centre

Recreation Programmer
Clerk/Typist I - Recreation
Clerk/Typist II - Recreation
Clerk/Typist III - Recreation
Child Care Worker
Recreation Fitness Studio Attendant

TOWN OF COMOX

SCHEDULE "B"

JOB CLASSIFICATIONS

Public Works

Foreperson
Equipment Operator
Utilities Operator
Mechanic/Lift Station Operator
Labourer/Equipment Operator
Maintenance Operator
Public Works Labourer

Administration/Building Inspection

Bylaw Enforcement Officer
Building Inspector I
Building Inspector II

Parks

Chargehand
Groundskeeper
Tradesperson I
Tradesperson II
Parksperson I
Parksperson II
Parksperson III
Parks Labourer, Seasonal

Marina

Caretaker

Recreation/Community Centre

Facility Maintenance Supervisor
Custodian

TOWN OF COMOX

WAGE SCHEDULE "C"

Schedule "A" Inside Employees	1-Apr-21 65¢	1-Apr-22 2%	1-Apr-23 2%	1-Apr-24 2%
Administration/Finance				
Accounting Clerk I	32.02	32.66	33.31	33.98
Accounting Clerk II/Payroll	34.00	34.68	35.37	36.08
Accounting Clerk III	35.96	36.68	37.41	38.16
Accounting Clerk IV	39.84	40.64	41.45	42.28
Clerk/Typist I – Administration	28.43	29.00	29.58	30.17
Clerk/Typist II - Administration	29.54	30.13	30.73	31.34
Clerk/Typist III – Administration	32.35	33.00	33.66	34.33
Clerk/Typist III – Finance	32.35	33.00	33.66	34.33
Clerk/Typist IV	36.45	37.84	38.60	39.37
Planning				
Planning Technician	37.14	37.88	38.64	39.41
Planner I	40.61	41.42	42.25	43.10
Planner II	43.85	44.73	45.62	46.53
Public Works				
Clerk/Typist II – Public Works/Parks	29.54	30.13	30.73	31.35
Engineering Technologist	37.14	37.88	38.64	39.41
Recreation/Community Centre				
Recreation Programmer	32.76	33.42	34.08	34.77
Clerk/Typist I Recreation	28.43	29.00	29.58	30.17
Clerk/Typist II – Recreation	29.54	30.13	30.73	31.34
Clerk/Typist III – Recreation	32.35	33.00	33.66	34.33
Child Care Worker	20.33	20.74	21.15	21.57
Recreation Fitness Studio Attendant	24.07	24.55	25.04	25.54

Casual employees shall be paid ninety-five percent (95%) of the posted rate for the position.

TOWN OF COMOX

WAGE SCHEDULE "C"

Schedule "B" Outside Employees	1-Apr-21 65¢	1-Apr-22 2%	1-Apr-23 2%	1-Apr-24 2%
Public Works				
Foreperson	39.95	40.75	41.57	42.40
Equipment Operator	36.61	37.34	38.09	38.85
Utilities Operator	36.61	37.34	38.09	38.85
Mechanic/Lift Station Operator	36.61	37.34	38.09	38.85
Labourer/Equipment Operator	35.51	36.22	36.94	37.68
Maintenance Operator	34.28	34.97	35.67	36.38
Public Works Labourer	27.18	27.72	28.27	28.84
Parks				
Chargehand	36.38	37.11	37.85	38.61
Groundskeeper	34.32	35.01	35.71	36.42
Tradesperson I	34.28	34.97	35.67	36.38
Tradesperson II	36.58	37.31	38.06	38.82
Parksperson I	29.89	30.49	31.10	31.72
Parksperson II	31.37	32.00	32.64	33.29
Parksperson III	32.82	33.487	34.15	34.83
Parks Labourer (Seasonal)	27.18	27.72	28.28	28.84
Marina				
Caretaker	30.72	31.33	31.96	32.60
Bylaw Enforcement Officer	34.28	34.97	35.67	36.38
Recreation/Community Centre				
Facility Maintenance Supervisor	33.99	34.67	35.36	36.07
Custodian	27.97	28.53	29.10	29.69
Custodian (LOU #3)	30.82	31.44	32.07	32.71
Building Inspection				
Building Inspector I	40.61	41.42	42.25	43.10
Building Inspector II	42.98	43.84	44.72	45.61

Casual employees shall be paid ninety-five percent (95%) of the posted rate for the position.

**TOWN OF COMOX
BENEFIT SUMMARY**

SCHEDULE "D"

ALL ELIGIBLE EMPLOYEES

Waiting Period	Three (3) months waiting period.
Dependent Child	Up to age twenty-one (21); or age twenty-five (25) if a full-time student at college or university.
Minimum # of Hours	To be eligible for benefits, employees must work at half the regular, full-time hours per week.

HEALTH BENEFITS

Your **Provincial Health Plan** covers most basic hospital and medical costs. Your **Supplementary Health Benefit** covers additional expenses once your **Provincial** coverage is exhausted, or expenses that are not covered under the **Provincial Plan**.

Hospital	One hundred percent (100%) coverage for private accommodation.
Drug	One hundred percent (100%) coverage for drugs which legally require a written prescription.
Vision Care	One hundred percent (100%) coverage includes lenses (intraocular, contact and prescription) and frames. Maximum benefit is four hundred and fifty dollars (\$450.00)/twenty-four (24) months. Limited to one hundred dollars (\$100.00) per twenty-four (24) month period per family member to pay for eye examinations.
Out-of-Canada and Out-of-Province	One hundred percent (100%) coverage includes emergency treatment. Limited to one million dollars (\$1,000,000.00).

Medical Aids and Supplies	One hundred percent (100%) coverage includes services and supplies. Hearing aids limited to three hundred dollars (\$300.00)/five (5) years.
Private Nursing	One hundred percent (100%) coverage for in-home private duty nursing. Limited to ten thousand dollars (\$10,000.00)/calendar year to a maximum lifetime benefit of twenty-five thousand dollars (\$25,000.00).
Paramedical	Coverage for Physiotherapists, Speech Language Pathologists, Psychologists, Chiropractors, Acupuncturists and Podiatrists is limited to five hundred dollars (\$500.00)/year. Coverage for Naturopaths and Massage Practitioners is limited to seven hundred and fifty dollars (\$750.00)/year.
Annual Deductible	Twenty-five dollars (\$25.00) per person (twenty-five dollars (\$25.00) maximum per family). Deductible is not applicable to Hospital or Vision Care.
Overall Maximum	Unlimited.
Termination Age	Earlier of retirement or age seventy (70).

DENTAL BENEFITS

Basic Services	One hundred percent (100%) coverage for maintenance check-ups, fillings including white plastic fillings, minor surgery, endodontics, periodontics, denture repairs and complex surgery.
Major Restorative	One hundred percent (100%) coverage for dentures, bridgework and restorations.
Orthodontia	Fifty percent (50%) coverage for orthodontic procedures. Covers children to age twenty-one (21).
Annual Deductible	Nil.

Overall Maximum	Basic – Unlimited; Major – Unlimited; Ortho – three thousand dollars (\$3,000.00)/lifetime.
Dental Fee Guide	Payment based on Current Fee Guide for the Province of Residence.
Termination Age	Earlier of retirement or age seventy (70).

DISABILITY BENEFITS

Short Term Disability	Pays sixty-seven percent (67%) of basic weekly earnings to a maximum of eight hundred dollars (\$800.00)/week. Benefits start on day fifteen (15) for accidents and day fifteen (15) for sickness, and continue for up to twenty-six (26) weeks. Termination Age: Earlier of retirement or age sixty-five (65).
------------------------------	---

Canada Pension Plan	Pays a monthly income to the contributor plus a monthly income for each dependent child.
----------------------------	--

Quebec Pension Plan	Benefits start in the fourth (4 th) month after the month of disability and continue to age sixty-five (65).
----------------------------	--

Long Term Disability	Pays sixty-seven percent (67%) of earnings to a maximum of three thousand five hundred dollars (\$3,500.00)/month. Payments are offset by Workers' Compensation and CPP/QPP Primary benefits. Benefits start after one hundred ninety-six (196) days of total disability and continue to age sixty-five (65). Evidence of insurability is required for amounts in excess of three thousand five hundred dollars (\$3,500)/month. When you first join the Plan, pre-existing conditions are not covered in the first twenty-four (24) months.
-----------------------------	--

Definition of Disability	Based on duties of your "own occupation" for the first twenty-four (24) months of benefit.
---------------------------------	--

SURVIVOR BENEFITS

Basic Life Insurance

Double (2x) Annual Earnings to a maximum of four hundred thousand dollars (\$400,000.00). Evidence of insurability is required for amounts in excess of two hundred seventy-five thousand dollars (\$275,000.00). Age Reduction – Reduce by fifty percent (50%) at age sixty-five (65). Termination Age: Earlier of retirement or age seventy (70).

Basic AD & D Insurance

Matches Life Benefit. Provides a benefit in the event of accidental death, dismemberment or paralysis due to accident. Termination Age: Earlier of retirement or age sixty-five (65).

Dependent Life Insurance

Flat benefit of five thousand dollars (\$5,000.00)/spouse and two thousand five hundred dollars (\$2,500.00)/each dependent child older than fifteen (15) days.

Optional Benefits

Additional life and AD & D insurance is available at low cost through payroll deduction.

Survivor Extension

If you have family health or dental coverage, this may be continued for up to twenty-four (24) months after your death, at no cost to your surviving dependents. Some restrictions apply.

TOWN OF COMOX
INDEX – LETTERS OF AGREEMENT

SCHEDULE "E"

LOU #1	Program Employees
LOU #2	Hiring of Students
LOU #3	Custodian Wage Rates
LOU #4	Bylaw Enforcement Officer
LOU #5	Expedited Arbitration
LOU #6	Grant Workers
LOU #7	Benefits Review

LETTER OF AGREEMENT #1

BETWEEN:

THE TOWN OF COMOX

AND:

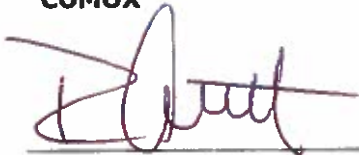
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL No. 556

RE: PROGRAM EMPLOYEES

The parties agree that for the term of this Agreement, Program Employees shall be excluded from the bargaining unit.

This Letter of Agreement shall expire with the expiry of this Collective Agreement or any negotiation extension.

**SIGNED ON BEHALF OF THE TOWN OF
COMOX**



Russ Arnott, Mayor



Jordan Wall, Chief Administrative Officer

Date

APR 4/2022

**SIGNED ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES (Local
556)**



Peter Morrow, Committee Member



Janice Wright, Committee Member



Paul Laronde, Committee Member

LETTER OF AGREEMENT #2

BETWEEN:

THE TOWN OF COMOX

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL No. 556**

RE: HIRING OF STUDENTS

The value of hiring students is acknowledged by both parties. The work experience for the students and the benefit to the Employer is recognized and supported by both parties.

- a) Students shall be permitted within the regulations of this section.
- b) Those hired under this section shall be used for temporary assignments not to exceed four (4) months' duration. There shall be no consecutive four (4) month periods.
- c) Those hired under this section shall not replace regular employees or fill regular positions.
- d) Those hired under this section will receive twelve point eight percent (12.8%) in lieu of benefits. They are not entitled to benefits under this Agreement, save and except where prescribed by Statute, and will not accumulate seniority.
- e) Those hired under this section shall be required to join the Union.
- f) Those hired under this section shall be paid the following percentage of the Parksperson I wage:
 - First year – seventy percent (70%)
 - Second year – seventy-five percent (75%)
 - Thereafter – eighty percent (80%)
- g) Should someone under this section be hired to perform work in a complex, technical or higher paid job category, the parties shall have the right to mutually agree to a rate higher than the usual rate.
- h) The Union and the Employer agree to consult on all new positions hired in this section.

- i) "Student Employee" shall mean a temporary employee currently enrolled in or intending at the end of the term of employment to enroll or re-enroll in a post-secondary institution. The definition of student will also include any temporary employee who will not be returning to post-secondary studies but who must, in order to complete the graduation requirements, complete a final work experience term. All students within the certification shall pay Union dues.

**SIGNED ON BEHALF OF THE TOWN OF
COMOX**



Russ Arnott, Mayor



Jordan Wall, Chief Administrative Officer

APR 4/2012
Date

**SIGNED ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES (Local
556)**



Peter Morrow, Committee Member



Janice Wright, Committee Member



Paul Laronde, Committee Member

LETTER OF AGREEMENT #3

BETWEEN:

THE TOWN OF COMOX

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL No. 556

RE: CUSTODIAN WAGE RATES

The parties agree that the Custodian wage rate will remain at \$27.32 during the term of the renewed collective agreement.

Current custodians Michele Maniak and Len Parent will receive an increase over the term of the collective agreement in accordance with general wage increases.

**SIGNED ON BEHALF OF THE TOWN OF
COMOX**



Russ Arnott, Mayor



Jordan Wall, Chief Administrative Officer

APR 7/2022
Date

**SIGNED ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES (Local
556)**



Peter Morrow, Committee Member



Janice Wright, Committee Member



Paul Laronde, Committee Member

LETTER OF AGREEMENT #4

BETWEEN:

THE TOWN OF COMOX

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL No. 556**

RE: BYLAW ENFORCEMENT OFFICER – FLEXIBLE WORKING ARRANGEMENTS

The Town of Comox would like to enter into a "Letter of Understanding" with the Union regarding scheduling of full-time Bylaw Enforcement Officers. The flexibility allows for a rotating schedule including weekends and evenings to better address response time to complaints. The Employer is looking for support by the Union and mutual benefit for the Employer and the Union. The Employer would like to provide a flexible working schedule for full-time Bylaw Enforcement Officers as outlined below.

- a) Bylaw Enforcement Officers can be scheduled on an irregular schedule under the following conditions:
 - i) Regular workday hours not to exceed ten (10) consecutive hours of work with a half-hour (1/2) unpaid lunch.
 - ii) Weekly hours not to exceed forty (40) hours per week.
 - iii) Shift hours will be a minimum of two (2) hours per Clause 14.04 Call-Out.
 - iv) Overtime hours will apply to any shift in excess of ten (10) hours/day at double (2x) time.

- b) Article 12.01 Regular Work Schedule: to be modified as follows for the Bylaw Enforcement Officer position:
 - i) Define a normal work week as seven (7) days per week, Monday through Sunday.
 - ii) Regular workday can be scheduled:
 - A. Between 6:00 a.m. and 9:00 p.m. from Sunday through Saturday, and
 - B. Between 6:00 a.m. and 1:00 a.m. in the case of an emergency or necessity at the discretion of the Director of Corporate Services.
 - iii) Clause 12.01 (c) will not apply.
 - iv) Clause 12.01 (d) modify clause to include Bylaw Enforcement Officers.
- c) Article 14 – Overtime
 - i) Add Article 14.05 Bylaw Enforcement Officer Overtime: any regularly scheduled hours worked between 6:00 a.m. and 1:00 a.m. shall not incur overtime pay (for clarity+, any hours worked between 1:00 a.m. and 6:00 a.m. will incur overtime).
 - A. Unless hours exceed ten (10) hours in any twenty-four (24) hours period, or
 - B. Forty (40) hours in any Sunday through Saturday period.
- d) Article 16 – Statutory Holidays: Bylaw Enforcement Officer positions are eligible for Statutory Holidays and will be calculated based on a normal working day for inside employees of seven (7) working hours per day.
- e) Vacation and paid Sick leave will be calculated based on a normal working day for inside employees of seven (7) working hours per day.

- f) All other terms of the CUPE Collective Agreement are applicable.
- g) This agreement may be cancelled by either party by providing two (2) weeks' written notice.

SIGNED ON BEHALF OF THE TOWN OF COMOX

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES (Local 556)



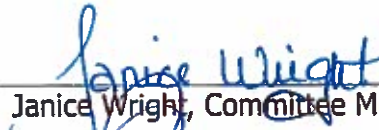
Russ Arnott, Mayor



Peter Morrow, Committee Member



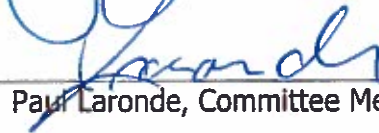
Jordan Wall, Chief Administrative Officer



Janice Wright, Committee Member

April 4/22

Date



Paul Laronde, Committee Member

LETTER OF AGREEMENT #5

BETWEEN:

THE TOWN OF COMOX

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL No. 556

RE: EXPEDITED ARBITRATION

By mutual agreement of the parties, an unresolved grievance proceeding to arbitration may be referred instead to an expedited or "fast-track" arbitration, which shall be chaired by a mutually agreed-to arbitrator, who shall agree to have the hearing be governed by the following criteria.

The parties shall endeavour to agree, if possible, on up to two (2) Comox Valley residents to serve as expedited arbitrators under this agreement on a rotating basis.

No legal counsel will be used by either party. The Union will use elected officers of the Local or National Representative. The Employer will use either its excluded staff or its consultant.

- (a) The parties will try to arrive at a prepared, agreed-to statement of facts for joint presentation to the arbitrator.
- (b) Formal rules of evidence will be waived except for the rule of "onus".
- (c) The procedure guidelines for expedited arbitration are agreed to be as follows:
 - (i) Opening Statement

A short concise statement of the issues will set out the case from each party's perspective. The appointee will seek at this point to define the real issue and to determine what evidence is agreed to and what is not.

(ii) Hearing

Sufficient witnesses shall be called to ensure the facts and allegations are adequately canvassed. Where it is an issue of credibility or conflicting evidence, key individuals may be required by the appointee to testify.

(iii) Argument

The parties will not cite exhaustive arbitral jurisprudence but will normally refer to Brown and Beatty or Palmer for summary purposes.

(iv) Decision

If an attempt at a mediated settlement fails or is not appropriate, and if the ensuing arbitral decision can be rendered after a short deliberation, the arbitrator will do so.

**SIGNED ON BEHALF OF THE TOWN OF
COMOX**



Russ Arnott, Mayor



Jordan Wall, Chief Administrative Officer

APR 4/2022
Date

**SIGNED ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES (Local
556)**



Peter Morrow, Committee Member



Janice Wright, Committee Member



Paul Laronde, Committee Member

LETTER OF AGREEMENT #6

BETWEEN:

THE TOWN OF COMOX

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL No. 556

RE: GRANT WORKERS

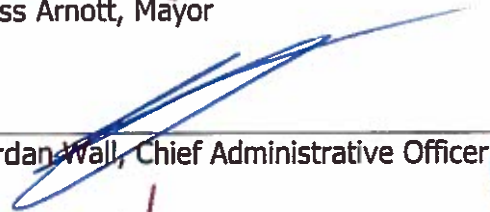
- a) Those unemployed whose wages are subsidized through Federal or Provincial grant programs shall be permitted within the regulations of this section.
- b) Those hired under this section shall be considered temporary employees.
- c) Those hired under this section shall not replace regular employees or fill regular positions.
- d) Those hired under this section will receive twelve point eight percent (12.8%) in lieu of benefits. They are not entitled to benefits under this Agreement, save and except where prescribed by Statute, and will not accumulate seniority.
- e) Those hired under this section shall be required to join the Union.
- f) Those hired under this section shall be paid according to the terms of the grant.

g) The Union and the Employer agree to consult on all new positions hired in this section.

**SIGNED ON BEHALF OF THE TOWN OF
COMOX**



Russ Arnott, Mayor



Jordan Wall, Chief Administrative Officer

Date

APC 4/2022

**SIGNED ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES (Local
556)**



Peter Morrow, Committee Member



Janice Wright, Committee Member



Paul Laronde, Committee Member

LETTER OF AGREEMENT #7

BETWEEN:

THE TOWN OF COMOX

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL No. 556

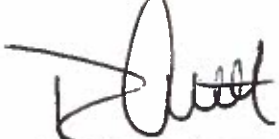
RE: BENEFITS REVIEW

The Parties agree to form an ad hoc sub committee of Labour-Management and outside of the current bargaining process to jointly review employee benefits and make recommendations to change/update the benefits plan.

The Committee shall be comprised of designates of Human Resources and the Union and include the appropriate representatives of the Parties as needed.

The benefits plan will be reviewed annually. Any mutually agreeable recommendations will commence no earlier than January 1, 2023 to a maximum of zero point five percent (0.5%) of 2022 Union base wages.

**SIGNED ON BEHALF OF THE TOWN OF
COMOX**



Russ Arnott, Mayor

Jordan Wall, Chief Administrative Officer

Date

APR 4/2022

**SIGNED ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES (Local
556)**


Peter Morrow, Committee Member
Janice Wright, Committee Member
Paul Laronde, Committee Member

Cope491

100