

JUNE 8, 2026

MEMORANDUM OF AGREEMENT

between the

CITY OF COURTENAY

and the

CUPE, LOCAL 556

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE **CITY OF COURTENAY** (hereinafter called the "**Employer**"), AGREE TO RECOMMEND TO THE CITY OF COURTENAY COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE **CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 556** (hereinafter called the "**Union**"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING **2025 JANUARY 1<sup>ST</sup> AND EXPIRING 2028 DECEMBER 31<sup>ST</sup>** (hereinafter called the "**New Collective Agreement**"), SHALL CONSIST OF THE FOLLOWING:

**1. Previous Conditions**

All of the terms of the 2021-2024 Collective Agreement continue except as specifically varied or amended below.

**2. Term of Agreement**

The term of the New Collective Agreement shall be for four (4) years from 2025 January 1<sup>st</sup> and expiring 2028 December 31<sup>st</sup>, both dates inclusive.

**3. General Wage Increase(s)**

The Employer and the Union agree that the New Collective Agreement shall reflect wage adjustments as follows:

- (a) Effective 2025 January 1<sup>st</sup>, all hourly rates of pay that were in effect on 2024 December 31<sup>st</sup> shall be increased by \$2.00/hour.
- (b) Effective 2026 January 1<sup>st</sup>, all hourly rates of pay that were in effect on 2025 December 31<sup>st</sup> shall be increased by five (5)%. The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2027 January 1<sup>st</sup>, all hourly rates of pay that were in effect on 2026 December 31<sup>st</sup> shall be increased by four (4)%. The new hourly rates shall be rounded to the nearest whole cent.

- (d) Effective 2028 January 1<sup>st</sup>, all hourly rates of pay that were in effect on 2027 December 31<sup>st</sup> shall be increased by three and 1/2 (3.5)%. The new hourly rates shall be rounded to the nearest whole cent.

**4. Article 2 - Definitions & Employee Classifications**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 2.06(b) to read as follows:

**2.06 (b) Regular Part-Time Employees:**

A regular part-time employee is one who is regularly scheduled to work less than thirty-five (35) hours per week under Schedule "A" or "C" or less than forty (40) hours per week under Schedule "B" in positions which are approved for an indefinite period of time. These employees shall be entitled to all rights of this Agreement on the first (1<sup>st</sup>) day of employment and all applicable benefits upon successful completion of the probationary period in accordance with Article 24.01.

Regular part-time employees who do not work at least twenty-one (21) hours per week for four consecutive weeks will not receive benefits under Article 24, but will receive six percent (6%) of their gross wages in lieu of benefits. These employees shall also be entitled to statutory holidays, vacation, and sick leave entitlements on a pro-rated basis in accordance with Articles 17, 18 and 19.

**5. Article 2 - Definitions & Employee Classifications**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to delete Articles 2.06(e) and 2.06(f) and replace as follows:

**2.06(e) Temporary Employees**

A temporary employee is someone other than an existing regular employee who is hired for a specific duration (up to two (2) years) to replace another employee, perform seasonal work, or perform project-based work. Temporary employees shall receive 12.4% in lieu of vacation, statutory holidays, and benefits. Temporary employees hired for greater than twelve (12) months shall be entitled to benefits or 12.4% in lieu.

**Internal Temporary Assignments:**

- (i) An existing employee, casual or regular employee (full-time or part-time), who is the successful applicant to a temporary posting shall be designated a temporary appointee for the duration of the assignment, but shall retain their underlying employment status (regular or casual).

### **Internal Regular Applicants**

(ii) Existing regular employees (full-time or part-time) shall retain all rights and benefits associated with regular full-time status, including benefit eligibility as outlined in Article 24 and accrual of seniority.

### **Internal Casual Applicants**

(iii) Existing casual employees are not eligible for benefits and shall continue to receive twelve-point four percent (12.4%) in lieu of vacation, statutory holidays, and benefits for the duration of the temporary appointment, regardless of hours worked.

(iv) Accumulation of hours worked while in a temporary appointment may qualify a casual employee to be treated as an internal applicant for future postings and to be ranked against other casual and temporary employees in accordance with Article 12 – Promotions and Staff Changes, but does not create benefit eligibility. Benefit eligibility occurs only where a casual employee is the successful applicant to a regular full-time or regular part-time position (twenty-one (21) hours or more per week) and has successfully completed probation in that position, in accordance with Article 12.04(a) and Article 24.

### **2.06(f) Students/Work Experience Employees**

Students attending a recognized educational facility and providing proof of such enrollment may be used for temporary assignments not to exceed six (6) months. Students shall be paid at the rate of seventy percent (70%) of Labourer rate (for all Operations) or seventy percent (70%) of the classified rate. If there is no current classification, seventy percent (70%) of Department Clerk Rate.

- (i) Work Experience Employees are a type of temporary employee who are enrolled in a recognized educational facility and are employed in a position specific to their educational program, not to exceed eight (8) months. Work experience employees will be paid 70% of the classified rate or, if there is no current classification, 70% of the Department Clerk Rate.
- (ii) Students/ work experience employees shall not be used to replace regular employees (full-time or part-time) or to fill regular positions. No fringe benefits other than statutory requirements and no accumulation of seniority shall apply.
- (iii) Provisions of Article 2.06 (e) Temporary Employees Pay in lieu of vacation, statutory holidays, and benefits, shall apply to Students/Work Experience Employees.

## **6. Article 3 – No Discrimination**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 3.01 – No Discrimination, to read as follows:

**3.01 No Discrimination or Discriminatory Harassment**

The Employer and the Union will act in accordance with the BC Human Rights Code, which prohibits discrimination and discriminatory harassment (including sexual harassment) in employment on the basis of certain protected grounds, including Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, and the BC Labour Relations Code, which prohibits discrimination or discriminatory harassment based on an employee's union or non-union affiliation.

Unless otherwise specifically provided, union activities shall not be pursued during working hours.

**7. Article 6.03 Medical Requirements**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 6.03 - Medical Requirements to read as follows:

**6.03 Medical Requirements**

- (a) The Employer reserves the right to require new employees to produce a medical statement certifying the employee is physically and mentally fit for work.
- (b) After an illness, the Employer reserves the right to require employees to produce a certificate of medical fitness. The Employer in such cases will bear the cost, if any, of the required examination.

**8. Article 10 (NEW) – Discharge, Suspension, and Discipline**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add article 10.05 – Union Representation, to read as follows:

**10.05 Union Representation**

- (a) Where the Employer requires an employee to attend a meeting in which disciplinary action will be taken, or the employee is a respondent to allegations of misconduct, the Employer will notify the employee and the Union of the purpose of the meeting in advance, so that the employee may contact a Union representative to be present at the meeting.
- (b) Where the employee elects not to have a Union representative present, the absence of a Union representative shall not affect the Employer's right to discipline, suspend or dismiss the employee or delay the meeting.

- (c) Nothing in this provision shall prevent the Employer from meeting with an employee or taking immediate disciplinary action to address serious workplace violations.
- (d) Nothing in this provision will restrict the Employer's right to conduct investigations or remove or suspend an employee pending investigation.
- (e) The Employer shall forward or carbon copy all disciplinary letters to the Union.

**9. Article 11.01 Seniority**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 11.01(b) and 11.01 (d) to read as follows:

**11.01 Seniority**

- (b) All regular full-time, part-time and regular seasonal employees shall be entitled to seniority and to exercise it upon the successful completion of their probationary period in accordance with Articles 12 and 13.
- (d) Seniority Conversion for Temporary and Casual Employees
  - (i) Temporary or casual employees appointed to a regular position (full-time or part-time) shall not be eligible for seniority conversion until they have successfully completed the probationary period in the regular position, in accordance with this Agreement.
  - (ii) Upon appointment to a regular position (full-time or part-time), the employee shall serve a full probationary period pursuant to Article 12.04, which shall not be reduced or waived by prior casual or temporary service.
  - (iii) Upon successful completion of the probationary period, the employee shall be credited with seniority for the actual number of hours worked as a temporary or casual employee, calculated as the total number of hours worked shall be divided by seven (7) or eight (8) hours, whichever is applicable, to determine the number of days worked.
  - (iv) The seniority date shall be established by counting backward, excluding statutory holidays and weekends, the number of days worked from the date of offer of employment to the regular position.

**10. Article 12 (NEW) – Promotions and Staff Changes**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add Article 12.01 (f) to read as follows:

**12.01 Posting Positions and Filling Vacancies**

- (f) Unsuccessful internal applicants who have been interviewed may request a post-decision interview with the person responsible for making the selection decision, during which shortcomings and recommendations regarding future applications will be discussed.

**11. Article 12 – Promotions and Staff Changes**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 12.04 (b) and (c) to read as follows:

**12.04 Probationary Period**

- (b) A newly hired regular full-time or regular seasonal employee, including casual or temporary employees who are appointed to regular full-time or seasonal positions, shall serve a probationary period during the first continuous four (4) months of employment.
- (c) A newly hired regular part-time employee, including casual or temporary employees who are appointed to regular full-time or seasonal positions, shall serve a probationary period of six hundred (600) hours for Schedule "A" and "C" employees, and six hundred and eighty-eight (688) hours for Schedule "B" employees.

**12. Article 12 – Promotions and Staff Changes**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 12.05 to read as follows:

**12.05 Trial Period**

- (a) Regular and casual employees promoted or transferred shall be given up to ninety (90) working days in which to prove suitable for the position. This may be extended by mutual agreement as per Article 12.04(d).
- (b) In the event the successful candidate proves unsatisfactory in the position during the trial period, or if the employee is unwilling to continue to perform the duties of the new position, they shall be returned to their former position, or other position within the same classification, at the wage or salary they previously earned in the former position, plus any increments to which they would have been entitled had they not been promoted or transferred. In the event an employee returns to their former position, all other employees who changed job positions shall also move back to their former job positions, or other positions within the same classifications and salaries they occupied previously.

**13. Article 14 Hours of Work**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to remove Article 14.01 and replace as follows:

**14.01 Schedule "A" Employees**

- (a) The regular full-time working day of all employees listed on Schedule "A" will consist of eight (8) hours between 7:00 a.m. and 5:00 p.m., Monday to Friday inclusive, including a one (1) hour unpaid lunch period, except as provided below. There shall be no split shifts unless mutually agreed.
- (b) The hours and days of work for the Bylaw Enforcement Officer may be varied by mutual agreement between the Employee and the Employer to ensure efficient operations.
- (c) The following positions are Extended Service Coverage positions:
  - Bylaw Enforcement Officer
  - Bylaw Enforcement Officer/Animal Control
  - Exhibit Custodian
  - Court Liaison
  - Fleet Officer (formerly RCMP Bylaw Enforcement Officer)

Extended Service Coverage positions may be scheduled between the hours of 7:00 am and 7:00 pm Monday to Sunday inclusive as follows:

- (i) Four (4) consecutive days per week at nine and three-quarters (9.75) hours per day, including an unpaid lunch period of one (1) hour, or
- (ii) Five (5) consecutive days per week at eight (8) hours per day, including an unpaid lunch period of one (1) hour,

There shall be no split shifts unless otherwise mutually agreed.

- (d) The regular full-time working day for the RCMP Watch Clerk shall be in accordance with the attached Letter of Understanding.

**14. Article 14 Hours of Work**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to remove Article 14.02 and replace as follows:

**14.02 Schedule "B" Employees**

- (a) The regular full-time working day of all staff listed on Schedule "B" shall consist of eight and one-half (8-1/2) hours or ten and one-half (10 1/2) hours between

5:00 a.m. and 10:00 p.m. including an unpaid lunch period of one-half (1/2) hour. No split shifts unless mutually agreed.

- (b) The regular working week for Schedule "B" employees shall consist of any four (4) consecutive days with three (3) consecutive days' rest or five (5) consecutive days with two (2) consecutive days' rest, scheduled from Monday to Friday inclusive.
- (c) The Employer reserves the right to schedule staff listed on Schedule "B" at any time between 5:00 a.m. and 5:00 a.m. to respond to emergent issues expected to be longer than 24 hours in duration (including winter operations and inclement weather response), which will be paid at the employee's regular rate of pay, unless they exceed the daily or weekly thresholds established in 14.02(a) or (b), and subject to a 24-hour shift change notice. Should less than 24 hours' notice be provided prior to the commencement of the shift, all hours worked will be paid at double (2x) time their regular rate of pay.
- (d) From May 1st to October 31st each calendar year, the work week for Parks employees may include Saturday or Sunday or both. It is understood that when employees work a weekend day or days Saturday or Sunday (or both) that the work week will be for five (5) continuous work days. Seniority will be the determining factor for the first refusal of shift scheduling. A minimum of forty-eight (48) hours notice will be given in advance of the original day or days off. There will be no split shifts.

**15. Article 14 Hours of Work**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to remove Article 14.02 and replace as follows:

**14.03 Schedule "C" Employees**

The regular full-time working day of all employees listed on Schedule "C" attached hereto and forming part of this Agreement shall be eight (8) hours per day, including an unpaid lunch period of one (1) hour, as follows:

- (a) Reception Staff  
5:00 a.m. to 10:00 p.m.  
Monday to Sunday

- (b) Operations Staff

The regular full-time working day for Operations Staff shall consist of eight and one-half (8-1/2) consecutive hours between 6:00 a.m. and 6:00 a.m., including an unpaid lunch period of one-half (1/2) hour.  
Monday to Sunday

The hours of work may be varied by mutual agreement between the Employer and the Union.

**16. Article 15 Overtime**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to remove Article 15.01, 15.02, 15.03 and 15.04 and replace as follows:

**15.01 Definition of Overtime**

- (a) Overtime shall be defined as all authorized hours worked in excess of an employee's regularly scheduled daily hours or the applicable weekly threshold, as defined in Article 14.
- (b) Overtime shall be worked only when authorized by the Employer.

**15.02 Overtime Rates**

- (a) Except as otherwise provided in this Agreement, authorized overtime worked shall be double time (2x) the employee's regular rate of pay for all overtime worked.
- (b) No stacking of overtime premiums shall apply. Where more than one overtime provision could apply, only the highest applicable rate shall be paid.

**15.03 Call-Outs & Standby**

- (a) When a regular employee is required to physically attend at the worksite on a call out outside of their regularly scheduled hours, they shall be paid a minimum of two (2) hours' pay at the appropriate overtime rates from the time of departure from household, as directed by the Employer.
- (b) Notwithstanding the above, where a regular employee is on standby and is able to perform work without physically attending at the worksite (including by telephone or electronic means), the employee shall be paid for the actual time worked or one-half (½) hour, whichever is greater, at the appropriate overtime rates.
- (c) Any subsequent work performed within the one-half (½) an hour of the commencement of the initial work under subsection (b) will be included in the calculation of actual time worked, but will not trigger an additional half (1/2) hour minimum payment.
- (d) For the purposes of this Article, a call-out means an unscheduled requirement for an employee to report to work after having left the workplace and prior to the commencement of their next regularly scheduled shift.
- (e) Pre-scheduled shifts or pre-arranged overtime assignments shall not constitute a call-out, and overtime provisions in Article 15 will apply.

**15.04 Rest Period**

- (a) Except as outlined in sub-sections (i) and (ii), employees working overtime or call-outs that end within eight (8) hours of their next regularly scheduled shift shall receive eight (8) consecutive hours of time off without loss of pay if the number of overtime hours the employee works exceeds two (2) hours.
  - (i) If overtime begins within four (4) hours of a regularly scheduled shift and the overtime runs into the regularly scheduled shift, the employee shall work for the duration of the regularly scheduled shift.
  - (ii) If overtime begins within four (4) hours but ends before the regular shift, regular overtime call-out rates shall apply and the employee shall start and work for the duration of the regularly scheduled shift.
- (b) All hours worked during the regularly scheduled shift shall be paid at straight time.
- (c) Regular shift hours will not be reduced unless otherwise mutually agreed.

#### 15.05 **Compensation for Overtime**

- (a) Employees will receive either payment of overtime worked or time off in lieu.
- (b) Time off in lieu is subject to a maximum of ten (10) days and must be taken at a time approved by the Employer and within the calendar year in which it is banked unless approved for carryover into the next calendar year.
- (c) The calendar year for banked overtime runs from December 1 to November 30. All overtime hours not taken as time off in lieu shall be paid.

### 16 **Article 16      Shift Work**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 16.01 to read as follows:

#### 16.01 **Shift Premium**

- (a) A shift premium of \$1.25/hour shall be paid for all hours worked between 7:00 p.m. and 7:00 a.m. for all employees.
- (b) Shift premiums shall be paid on overtime work.

### 17 **Article 17      Holidays**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 17.01 to read as follows:

#### 17.01 **Eligibility**

Unless otherwise specified, provisions under this Article shall apply to:

- (a) Regular full-time employees
- (b) Regular seasonal employees who are actively at work on a full-time weekly basis
- (c) Regular part-time employees

**18 Article 17      Holidays**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to remove Article 17.05 and replace as follows:

**17.05 Pay for Work on Statutory Holidays**

Notwithstanding 17.01, casual employees are eligible for 17.05(e) only.

Statutory Holiday Pay shall be compensated as follows:

- (a) A regular employee who is scheduled to work on a statutory holiday shall be paid at the rate of double (2x) the regular rate of pay for all hours worked.
- (b) A regular employee who works on Christmas Day or New Year's day shall be paid at double time and-a-half (2.5x) the regular rate of pay for all hours worked.
- (c) Any regular employee who works on a statutory holiday, in addition to the pay referred to in Articles 17.05(a) or 17.05(b) shall be entitled to one (1) paid day off in lieu or equivalent pay, at the discretion of the Employer, with the timing of any lieu day subject to Employer approval.
- (d) No stacking of overtime shall apply, but special allowances will apply, including shift differential.
- (e) Casual and Temporary Employees Statutory Holiday Premiums
  - (i) A Temporary or Casual employee who works on a statutory holiday shall be paid at one and one-half (1.5x) the employee's regular rate of pay for all hours worked on the statutory holiday.
  - (ii) Notwithstanding subsection (i), a casual employee who works on Christmas Day, or New Year's Day shall be paid at double time (2x) the regular rate of pay for all hours worked.
  - (iii) Casual employees shall not be entitled to a paid day off in lieu for any work performed on a statutory holiday.

- (iv) The twelve point four percent (12.4%) pay-in-lieu provided to casual employees does not include statutory holiday work premiums as described above, which shall be paid in addition.

## **19 Article 19 Sick leave Provisions**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Articles 19.01(a) and (b), 19.02, 19.05 and 19.07 to read as follows:

### **19.01 Sick Leave Plan**

#### **(a) Eligibility**

Provisions under this Article shall apply to all employees upon completion of 90 days of employment.

#### **(b) Definition of Sick Leave**

Sick leave is defined as a period of time an employee is permitted to be absent from work with full pay by virtue of being ill or injured. Scheduled non-specialists medical, dental, and other such appointments within the Comox Valley are not considered to be sick leave, except as provided in Article 19.01(c)(iv).

### **19.02 Proof of Illness**

An employee may be required to produce a medical certificate for any day absent due to illness if greater than five (5) consecutive working days.

### **19.05 Sickness or Disability**

Sickness or disability resulting from an accident suffered or incurred while engaged in the carrying out of their duties shall comply with the *Workers Compensation Act*.

### **19.07 E.I. Premium Reduction Rate**

The Employer participates in the Employment Insurance (EI) Premium Reduction Program (PRP) in accordance with the Employment Insurance Act and EI Regulations. The employee's share of any Employment Insurance premium reduction attributable to employees covered by this Agreement shall be returned to employees in a manner consistent with the requirements of the Employment Insurance Premium Reduction Program. The Employer will notify CUPE Local 556 of how the EI rebate is shared with employees.

## **20 Article 20 Leave of Absence**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Articles 20.01, 20.02 and 20.11(d) to read as follows:

All statutory leaves of absence will comply with the *Employment Standards Act* as amended from time to time. Any provision that does not meet the minimum standards of the *Employment Standards Act* will be amended so as to comply.

**20.01 Eligibility**

Provisions under this Article involving paid leaves shall apply to the following employees only, except where otherwise stated:

- (a) Regular full-time employees
- (b) Regular part-time employees
- (c) Regular seasonal employees

**20.02 Bereavement Leave**

On satisfactory evidence an employee may be granted bereavement leave with pay as follows:

- (a) Up to three (3) working days in the case of death of a spouse, child, parent, brother, sister, brother-in-law, sister-in-law, parent-in-law, grandparent, grandchild, or relative residing with the employee at the time of death.
- (b) In the case of death of a spouse, child, or parent, an employee shall be granted an additional two (2) working days from the employee's sick bank.
- (c) In special cases more time may be granted at the discretion of the Employer.
- (d) In addition to the regular employees listed in Article 20.01, temporary employees will also be eligible for bereavement leave during their period of employment.

**20.11 Family Responsibility Leave**

- (d) supplement their Bereavement Leave;

**21 Article 20 Leave**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 20.06 to read as follows:

**20.06 Pregnancy & Maternity Leave**

Pregnant employees may take a maternity leave of absence without pay and without loss of seniority (if applicable) pursuant to the *Employment Standards Act* as amended from time to time.

The employee returning to work after maternity leave shall provide the Employer with at least four (4) weeks' notice and on return from maternity leave, the employee shall be reinstated to the position previously occupied or in a comparable position and with all increments to wages and benefits to which the employee would have been entitled to had the leave not been taken.

#### Employment During Pregnancy

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

#### Length of Maternity Leave

Maternity Leave shall cover a period of seventeen (17) weeks consistent with the *Employment Standards Act*. Pregnant employees who are ill or injured during pregnancy can commence the maternity leave early and extend their leave of absence on receipt of a doctor's certificate.

#### Seniority Status During Maternity Leave

While on maternity leave an employee who is absent from work in accordance with this Article shall be considered continuous for the purpose of seniority, any pension, medical, vacation entitlement or other plan beneficial to the employee, excluding vacation pay, statutory holidays, and sick leave entitlements.

The Employer shall continue to make payment to the Extended Health, Dental, Life Insurance, Long-term Disability, and Pension plans in the same manner as if the employee were not absent where:

- (a) the Employer pays the total cost of the plan, or
- (b) the employee elects to continue to pay their share of the cost of a plan that is paid for jointly by the Employer and the employee or solely paid for by the employee.

## **22 Article 20 Leave of Absence**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 20.07 to read as follows:

### **20.07 Parental Leave**

Employees who qualify for parental leave under the *Employment Standards Act* as amended from time to time are eligible for parental leave under this Article. The following provisions shall apply, unless provincial or federal legislation is more favourable.

- (a) An employee, upon written request for parental leave, is entitled to a leave of absence from work, without pay for the period specified in Article 20.07 (b) (c) or (d).
  - (i) A request must be made at least four (4) weeks before the day specified in the request as the day on which the employee proposed to commence parental leave; and
  - (ii) be accompanied by a birth certificate or medical practitioner's certificate or other evidence stating the date of birth of the child or the probable date of birth of the child if a birth certificate has not been provided, or a letter from an agency that placed the child providing evidence of the adoption of the child.
- (b) For an employee who took maternity leave in relation to the birth of the child or children, up to sixty-one (61) consecutive weeks of unpaid leave, which must begin, unless otherwise agreed, immediately after the end of the maternity leave.
- (c) For an employee, other than an adopting parent, who does not take maternity leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the birth of the child or children.
- (d) For an adopting parent, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the child or children are placed with the parent.

### **23 Article 20.13 (NEW) Earned Day Off**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to create a new Article 20.13 Earned Day Off to read as follows:

#### **20.13 Earned Day Off (EDO) Program**

The Parties agree to the implementation of an Earned Day Off (EDO) Program for eligible bargaining unit employees.

##### **Purpose**

The EDO Program is a scheduling arrangement that allows eligible employees to work additional time (30 min per day) over the course of the year that will result in 15 paid days off.

### **Eligibility**

Eligibility may vary by division or operational requirement at the Employer's discretion.

Regular full-time employees in Schedule "A", Schedule "B" and Schedule "C" working a thirty-five (35) hour weekly schedule; and regular full-time employees in Schedule "B" working a forty (40) hour weekly schedule will be eligible to participate in the EDO Program, unless otherwise agreed to by the Union and the Employer.

### **EDO Program**

Eligible employees who would like to participate in the EDO Program must notify their Manager (non-bargaining unit Supervisor).

#### **35-hour weekly schedule**

Employees who have been approved by the Employer to participate in the EDO Program shall work an additional thirty (30) minutes per day, resulting in a daily schedule of seven and one-half (7.5) hours worked (not including breaks), and must maintain that schedule for the calendar year. Employees will receive fifteen (15) EDOs per calendar year, front-loaded and pro-rated for partial years.

#### **40-hour weekly schedule**

Each May 1<sup>st</sup> to October 31<sup>st</sup>:

- (a) Regular full-time employees in Schedule "B" working eight and one-half (8-1/2) hours per day including an unpaid lunch of one-half (1/2) hour, five consecutive days a week, may work nine (9) hours per day including an unpaid lunch period of one-half (1/2) hour; and
- (b) regular full-time employees in Schedule "B" working ten (10) hours per day including an unpaid lunch of one-half (1/2) hour, four consecutive days a week, may work eleven (11) hours per day including an unpaid lunch period of one-half (1/2) hour,

will earn seven (7) paid days (front-loaded to January 1<sup>st</sup>) to be taken at any time during the calendar year at the request of the employee, and at a time approved by the Employer and within the calendar year in which it is earned.

EDO accrual will not occur under the following circumstances:

- periods of unpaid leave;
- sick leave; or
- days on which the employee is not receiving regular earnings (ex. vacation, statutory holidays and overtime).

In the event the employee resigns or is terminated, any taken EDO's not yet accrued must be paid back (from final pay).

### **Scheduling EDOs**

EDOs shall be scheduled with consideration of employee preference and operational requirements. EDO scheduling may vary by division or operational requirement at the Employer's discretion.

Where operational requirements necessitate a change to a scheduled EDO, or when an employee is required to work on a scheduled EDO, the EDO will be rescheduled to a mutually agreeable date.

EDOs are intended to be scheduled throughout the year. EDO days cannot be banked or carried over, must be taken prior to year end, and will not be paid out unless an EDO is cancelled by the Employer and it cannot be rescheduled before end of year.

EDOs cannot be taken as more than three consecutive days unless agreed to by the Employer, in the Employer's sole discretion.

## **24 Article 20.14 (NEW) Indigenous Leave**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to create a new Article 20.14 Indigenous Leave to read as follows

### **20.14 Indigenous Leave**

Self-identifying Indigenous employees may request up to three (3) days of unpaid leave per calendar year to participate in ceremonial, cultural or spiritual events or practices. The leave may be taken in one or more blocks of time. This leave is in addition to an Indigenous employee's entitlement to other leaves which may apply.

A ceremonial, cultural or spiritual event or practice includes any event or practice that is significant to an Indigenous employee's cultural practices, broadly considered.

If an Indigenous employee requires more than three (3) days of leave for ceremonial, cultural or spiritual events, additional unpaid leave shall be reasonably granted. Any additional leave would be unpaid though an employee may draw from other possible leave or time banks, as applicable.

## **25 Article 20.15 (NEW) Discretionary Leave**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to create a new Article 20.15 to read as follows:

### **20.15 Discretionary Leave**

Effective January 1, 2027, regular employees shall be entitled up to one (1) working day per calendar year as paid discretionary leave, subject to operational, health and safety, and regulatory requirements, and will not be unreasonably denied.

Discretionary Leave cannot be carried over from year to year and will not be paid out.

**26 Article 23      New or Changed Classifications**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to delete Article 23.01 and replace it as follows:

**23.01 New Classifications**

- (a) Where the Employer establishes a new classification, the Employer shall prepare a job description and determine the applicable rate of pay.
- (b) The Employer shall provide the job description and rate of pay to the Union. The Union shall have thirty (30) workingdays from receipt to advise the Employer in writing if it disputes the rate of pay.
- (c) Where the Union disputes the rate of pay, the parties shall meet within 10 calendar days to attempt to resolve the matter. Failing resolution, either party may advance the dispute to expedited arbitration within 10 working days of the failed resolution as follows:
  - (i) Within 10 working days of notice that the issue will be resolved by expedited arbitration, the Union and the Employer will agree to a single arbitrator to determine the issue on written submissions only, unless otherwise agreed to by the parties.
  - (ii) The Union and the Employer will submit written submissions of no greater than five (5) pages to a single arbitrator as agreed to by the parties.
  - (iii) Costs related to the expedited arbitration process will be shared equally by the Employer and the Union.
  - (iv) The arbitrator will provide a written decision to the parties within one month following receipt of all submissions.
- (d) Pending resolution of any dispute under this Article, the Employer may implement the new classification and rate of pay and fill the position.
- (e) In reviewing or disputing a rate of pay under this Article, the parties may reference job evaluation tools or methodologies; however, no specific evaluation system shall be binding unless mutually agreed.

- (f) Employees who consider that their position should be reclassified may appeal their classification as per Article 23.01(c).
- (g) Employees whose position has been reclassified down shall be red-circled for so long as they occupy that position.

**27 Article 24 Benefits**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add the following to Article 24.08 to read as follows:

At least two months prior to the LTD carrier going to tender, the Employer will provide to the Union full details of the process, the carriers being considered and the costs, to be discussed in the Labour Management Committee.

**28 Article 25.05 (NEW) First Aid Premiums**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to create a new Article 25.05 to read as follows:

**25.05 First Aid Premiums**

Employees who voluntarily agree to act as designated Level 2 Occupational First Aid Attendant and who maintain the required certification will receive an hourly stipend of at least fifty cents per hour, for hours worked while performing those duties.

The Employer will pay the cost of required certification and recertification for employees designated by the Employer to provide Occupational First Aid coverage.

**29 Housekeeping**

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to make the following amendments:

- (a) update Schedules "A", "B", and "C" as required;
- (b) delete expired effective dates;
- (c) any changes mutually agreed to between the parties during the drafting of the New Collective Agreement;
- (d) Mutual Agreement referenced throughout the Agreement refers to agreement between the certified bargaining agents, ie. the Union and the Employer.

**30 Letters of Understanding**

The Letters of Understanding identified in the attached addendum form part of this Memorandum of Agreement.

**31 Drafting of New Collective Agreement**

The Employer and the Union agree that in all instances where an amendment to the Collective Agreement is effective on a specific date, only the amendment shall appear in the New Collective Agreement together with a sentence referencing its effective date.

**32 Job Evaluation Framework**

Although not to be included in the Collective Agreement, the Employer and Union agree to attend a Job Evaluation presentation by no later than June 1, 2027, for the purpose of learning about Job Evaluations. The Employer commits to the development of a gender-neutral job evaluation and job banding structure covering all union positions.

**33 Letter of Commitment**

Although not to be included in the Collective Agreement, the Employer and Union agree to a letter of commitment applicable to employees currently employed prior to June 9, 2026:

**Schedule “B” Regular Full-time employees**

Any permanent changes to existing schedules for Schedule “B” regular full-time employees will be subject to the following process:

1. Notice of proposed schedule.
2. Expressions of Interest from existing Operations employees (if too many expressions of interest are received, it will be based on seniority, qualifications and operational requirements).
3. If there are insufficient expressions of interest, positions may be posted following the Posting provisions of Article 12 in the Collective Agreement.

**Schedule “C” Full-time Reception**

Any permanent changes to Schedule “C” Full-time Receptionist in which the five (5) consecutive days will include weekends will be subject to the following process:

1. Notice of proposed schedule.
2. Expressions of Interest from existing employees (if too many expressions of interest are received, it will be based on seniority qualifications and operational requirements).

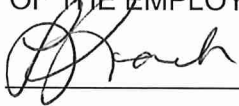
- 3. If there are insufficient expressions of interest, positions may be posted following the Posting provisions of Article 12 in the Collective Agreement.

**34 Ratification**

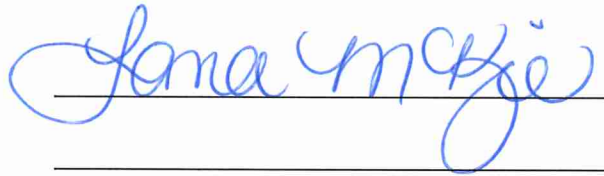
The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than thirty (30) calendar days from the date on which this Memorandum of Agreement is signed.

DATED this 11 day of June, 2026 in the city of Courtenay.

BARGAINING REPRESENTATIVES ON  
BEHALF  
OF THE EMPLOYER:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BARGAINING REPRESENTATIVES ON  
BEHALF OF THE UNION:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Addendum A – Letters of Understanding**

- Overtime
- Creation of Working Foreman, Transportation Services- Field Services Supervisor
- EOCP Bonus – Supervisors and Equipment Operators
- Temporary Real Estate Technician
- RCMP Watch Clerk
- ECE Wage Enhancement

**Addendum B – Agreed Positions to be Added to and Deleted from the Schedules**

**Schedule A**

- Accounting Supervisor
- Asset Management Business Analyst
- Bylaw Enforcement Officer/Animal Control
- Communications & Marketing Supervisor
- Insurance & Claims Coordinator
- Procurement Specialist 1
- Procurement Specialist 2
- Planner 3 – Policy
- Subdivision Coordinator

RCMP - Fleet Officer  
Infrastructure Planner  
Planner 2 - Parks & Recreation

**Schedule B**

**35-Hour**

Operations Analyst  
Operations Centre Assistant  
Operations Administration Supervisor  
Transportation Technologist  
Operations Maintenance Technologist

**40-Hour**

Arboriculture Supervisor  
Utilities Construction Supervisor  
Utilities Maintenance Operator I, II, III  
Facilities Maintenance Worker  
Gardener 2 - Urban Forest & Natural Areas  
Parks Maintenance Operator  
Handyperson  
Journey-level (Mechanic/Electrician/Carpenter/HVAC/Plumbing/Gas)  
Supervisors: (Water/Wastewater/Roads/Parks/Shop/Utilities Construction/Civic Properties)  
Operations Maintenance Worker (OMW)  
Parks Maintenance Worker (PMW)

~~Asset Management Technologist  
Department Clerk  
Administrative Assistant  
Utilities Maint Wastewater 1  
Utilities Maint Wastewater 2  
Utilities Maint Water 1  
Utilities Maint Water 2  
Handyman  
Journeyman  
Working Foremen~~

**Schedule C**

Children & Youth Programming Supervisor  
Early Years Programming and Preschool Supervisor  
Community Youth Development Supervisor  
Fitness & Wellness Supervisor  
Culture and Events Coordinator  
Early Childhood Educator (ECE)  
Receptionist 3 - Facility Booking & Administration  
Receptionist 3 - Publications & Communication

~~Pre-School Supervisor  
Pre-School Assistant~~

Youth Services Supervisor

