

COLLECTIVE AGREEMENT

Between

Cowichan Tribes

And

United Food and Commercial Workers, Local 1518

June 15, 2022 to June 30, 2024

Ratification Date: June 15, 2022

Ratified by member vote: June 15, 2022



CONTENTS

SECTION 1 – Preamble 1

SECTION 2 – Union Recognition and Rights 2

SECTION 3 – Management Rights 5

SECTION 4 – General Employer and Employee Conduct 6

SECTION 5 – Employee Definitions 7

SECTION 6 – Hours of Work, Breaks, Overtime, Statutory Holidays..... 7

SECTION 7 – Seniority..... 11

SECTION 8 – Hiring and Transfers 11

SECTION 9 – Layoff and Recall 14

SECTION 10 – Wages, Premiums..... 16

SECTION 12 – Health and Wellness..... 18

SECTION 13 – Pension Plan 19

ARTICLE 14 - Leaves..... 19

SECTION 15 – Professional Development and Training 26

SECTION 16 – Disciplines, Personnel File, Workplan Reviews, Joint Labour Management..... 28

SECTION 17 – Grievance Procedure and Arbitration 29

SECTION 18 - Occupational Health and Safety, Harassment 30

SECTION 19 – Miscellaneous..... 33

SECTION 20 - Investigations 35

SECTION 21 - Expiration and Renewal..... 37

APPENDIX “A” – Wage Scale 39

APPENDIX “B” – Benefits Plan Summary..... 41

MEMORANDUM OF AGREEMENT made this 15 day of June, 2022.

BETWEEN: **COWICHAN TRIBES**, whose principal place of business is located in **Duncan**, in the Province of British Columbia

(herein after referred to as the "Cowichan Tribes")

AND: **UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518**, Chartered by the United Food and Commercial Workers International Union

(herein after referred to as the "UNION")

WHEREAS: Cowichan Tribes and the Union desire to establish and maintain conditions which will promote a harmonious relationship between Cowichan Tribes and the employees covered by the terms of this Agreement, and desire to provide methods of fair and amicable adjustment of disputes which may arise between them;

NOW THEREFORE: Cowichan Tribes and the Union mutually agree as follows:

SECTION 1 – Preamble

The parties to this agreement recognize that Cowichan Tribes is an independent First Nation community, with the continued and inherent right to self-government and self-determination.

Cowichan Tribes, its employees, and the Union operate as nuts'amaat shqwaluwun (people working together with one mind respectfully) guided by the teachings of our ancestors (The Cowichan Teachings).

We are all related and our relationships with everyone must be respectful. We must respect our elders, our leaders, our community members, and our neighbours. We must be courteous and respectful to anyone who walks through our doors. We are here to serve the people and provide support to our community.

We are committed to creating and providing a safe and supportive community where optimal health and well-being is achievable for our community as well as our employees.

We believe that each person in our community is important. We must help one another and work together for the good of all. In accordance with the Cowichan snu'wuyulh, we recognize the importance of respect.

1.01 Purpose of Agreement: The purpose of this agreement is to provide orderly collective bargaining between Cowichan Tribes and the Union. The parties to this agreement share a desire to improve the quality of the services provided by Cowichan Tribes, and create and provide a safe and supportive community, where optimal health and well-being is achievable for both the employees and the community in which they serve. Accordingly, the parties are determined to establish, within the framework provided by the law and the Cowichan Tribes' continued right to self-government, an effective working relationship at all levels in which

members of the bargaining unit are employed, and an ability to ensure the fair, equitable and consistent treatment of all employees.

1.02 Future Legislation: In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions will remain in effect for the term of the agreement, and the parties hereto will negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. If agreement is not reached, the matter will be sent to arbitration as provided in Section 17 (Arbitration).

1.03 Rights Instruments: The parties hereto subscribe to the principles of the Canadian Human Rights Act and the United Nations Declaration on the Rights of Indigenous Peoples.

Cowichan Tribes and the Union agree that there will be no discrimination with respect to an employee's employment by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, gender identity, or expression or criminal or summary conviction that is unrelated to the employment of that person.

Cowichan Tribes and the Union agree that Indigenous Peoples and Nations, including Cowichan Tribes and its members, have the right to maintain and strengthen their own institutions, cultures, and traditions, and to full and effective participation in all matters that concern them and their right to remain distinct, and to pursue their own visions of economic and social development, and that nothing herein shall interfere with or undermine the exercise of those rights.

1.04 Preference to Cowichan Tribes Members: Despite the provisions of Sections 7, 8, and 9 (Seniority, Hiring and Transfers, Layoff and Recall), or any other provisions of this collective agreement, in all cases involving the filling of vacancies, promotions, transfers, layoffs, and recalls from layoff, Cowichan Tribes and the Union agree that Cowichan Tribes shall be entitled to give preference first to members of the Cowichan Tribes, then to Indigenous people generally.

1.05 Commitment to Culture and Language: Employees shall respect the culture and territory of their co-workers, community members and the Indigenous clients. Accordingly, employees are encouraged to participate in and incorporate culture and Hul'q'umi'num language whenever appropriate. Employees who want to learn more about the Cowichan culture are encouraged to request support from their immediate supervisor.

SECTION 2 – Union Recognition and Rights

2.01 Union Recognition: Cowichan Tribes recognizes the Union to be the exclusive bargaining agent of a unit comprising of the following employees and all the other bargaining unit employees, located in the Cowichan Territory, to whom the certification issued by the Canada Industrial Relations Board applies, with respect to rates of pay, wages, and all other conditions of employment set out in this agreement:

(a) all employees of the child safety team,

- (b) those employed as security guardians,
- (c) all employees employed in the Ts'ewultun Health department, except those employed in the Slhexun Sun'tr'a Clinic and Kwam' Kwum' Ttunshqwaluwun (Youth Centre), the quality improvement and safety coordinator, and registered nurses.

2.02 Union Membership: Employees within the scope of the bargaining unit will be required to join the Union.

Cowichan Tribes agrees to provide the Union in writing with the name, address, and email address of each employee in the bargaining unit, along with the employee's date of hire. Cowichan Tribes will require new employees to sign a dues check-off form and Union membership application.

2.03 Union Dues: Cowichan Tribes agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, Union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. Monies deducted during any month shall be forwarded by Cowichan Tribes to the Secretary Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the names of the employees from whom the deductions were made, their social insurance numbers, the amount of each deduction and the calendar period to which each deduction applies. Union dues deducted by Cowichan Tribes shall be shown on the employee's T4 slip.

Before Cowichan Tribes is obliged to deduct any amount under this section, the Union must advise Cowichan Tribes in writing of the amount of its regular monthly dues. The amount so advised will continue to be the amount to be deducted until changed by further written notice to the Employer, signed by the staff representative of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

2.04 Union Decal: Cowichan Tribes agrees to display a Union decal, provided at Union expense, in a visible location that does not interfere with communications to the public near the entrance to the Cowichan Tribes buildings located at 5762 Allenby Rd (Lands), 5768 Allenby Rd (TWT), and 5766 Allenby Rd (LS).

2.05 No Other Agreement: No bargaining unit employees covered by this agreement will be required or permitted to make a written or verbal agreement with Cowichan Tribes or its representatives, which may conflict with the terms of this agreement.

2.06 Union Board: Cowichan Tribes will provide a dedicated bulletin board within an employee shared space, for the exclusive use of the Union to be posted in a visible location. Shop Stewards or Union Representatives shall be the only authorized people to post material.

In the event management has concerns related to content on the bulletin board, the material will be removed, and the parties shall have a good faith discussion related to the concerns.

2.07 Union Leave: Cowichan Tribes agrees that bargaining unit employees chosen to attend Union conventions, conferences, seminars, or Union negotiations will be granted leave without pay subject to operational requirements in accordance with the following criteria:

- (a) Not more than three (3) bargaining unit employees at any given time.
- (b) The Union shall notify Cowichan Tribes at least two (2) weeks in advance of the commencement of all such leaves of absence.
- (c) Approval will not unreasonably be withheld.

To facilitate the administration of this clause, when leave without pay is granted, Cowichan Tribes will bill the Union and the Union will reimburse Cowichan Tribes for wages and benefits paid to an employee during a Union approved leave of absence.

Cowichan Tribes agrees that, at the request of the Union and employee, and subject to operational requirements, up to three (3) bargaining unit employees will be granted a leave of absence without pay for up to six (6) months, for purposes of Union business. Any further time would be subject to mutual agreement and operational requirements.

2.08 Visits of Union Representatives: Duly authorized Representatives of the Union shall be entitled to visit agreed upon areas of Cowichan Tribes' buildings, where unionized employees regularly carry out their job duties, for the purpose of observing working conditions, interviewing members, and to ensure that the terms of the Collective Agreement are being implemented. The Union shall provide reasonable notice to the Human Resources Department of such a visit.

Union Representatives shall be permitted to check employee time records, including work schedules. It is understood that the Union Representative may attempt to resolve problems through Human Resources or Management, prior to referring a matter to the grievance procedure.

2.09 Shop Stewards: It is recognized that Shop Stewards may be elected or appointed by the Union from time-to-time and that Cowichan Tribes will be kept informed by the Union of such appointments or elections. Cowichan Tribes agrees to recognize Shop Stewards and alternate Shop Stewards.

The Shop Steward and, in the absence of the Shop Steward, another member of the Bargaining Unit of the employee's choice, shall be made aware of any disciplinary interview and be present if the employee requests it, when that member of the Bargaining Unit is given a reprimand which is to be entered on the employee's personnel file and/or when the member is to be suspended or discharged.

When a Shop Steward, or their alternate, is investigating a grievance or a complaint on Cowichan Tribes paid time, the steward must first obtain permission from their immediate Supervisor. Such permission will not be unreasonably denied.

A steward, or their alternate, must obtain the permission of their immediate Supervisor before leaving work for the time reasonably required to perform their duties as a steward. Leave for this purpose will be without loss of pay. Such permission will not be unreasonably withheld. On resuming their normal duties, the steward will notify their supervisor.

Shop Stewards will be given thirty (30) minutes during the regular workday, without loss of pay, to meet with any new member of the bargaining unit to introduce that new member to the

Union, to orient them to the collective agreement, and to present membership cards for signature.

Like all employees, Shop Stewards and other Union representatives have a duty of confidentiality with respect to confidential information obtained in the course of their duties. Confidential information must not be released or disclosed to any person for any purpose other than the enforcement of this collective agreement, or as required by law. Cowichan Tribes has the right to discipline any employee, including a Shop Steward, for a breach of the Cowichan Tribes confidentiality policy or of the Cowichan Tribes conflict of interest policy, and the Union agrees that it will take steps to ensure that the duty of confidentiality and Cowichan Tribes conflict of interest policy is upheld.

- 2.10 Picket Lines:** With the exception of those employees designated as essential service workers, all bargaining unit employees covered by this agreement will have the right to refuse to cross a picket line arising out of a dispute, as defined in the appropriate legislation. Any employees failing to report for duty will be considered to be absent without pay.

Failure to cross a picket line will not be considered a violation of this agreement nor will it be grounds for disciplinary action.

- 2.11 No Discrimination for Union Activity:** Cowichan Tribes and the Union agree that there will be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employees for reason of membership or activity in the Union.

Every employee is free to belong to and to participate in the activities of any association, society, organization, or group as long as such association or participation does not conflict with or interfere with the employee's responsibilities, duties, or professional obligations.

SECTION 3 – Management Rights

- 3.01 General Provision:** The Union acknowledges that the management and direction of employees in the bargaining unit is retained by Cowichan Tribes, except as this agreement otherwise specifies.
- 3.02 Employment Conditions:** Cowichan Tribes maintains the exclusive right to hire, suspend, discharge, and to increase or decrease the numbers of employees as conditions warrant, within the context of the applicable labour legislation.
- 3.03 Administration:** Any decision affecting the administration of Cowichan Tribes' affairs will be the sole responsibility of Cowichan Tribes.
- 3.04 Probationary Period:** During the first three (3) months of employment, each new employee will be on probation and will be evaluated two (2) weeks prior to the end of their probationary period by their immediate Supervisor or Department Manager. The General Manager will evaluate direct reports.

The decision whether to retain or not to retain the employee's services shall be the sole right of Cowichan Tribes and any termination occurring during that period shall not be subject to Section 17 (Grievances) of this Agreement. Those matters requiring judgement as to

competency of employees are also agreed to be the sole right and function of Management.

Cowichan Tribes, with the agreement of the Union, may extend the probationary period for a further period not to exceed three (3) months. Following discussion with the Union, the Union will not unreasonably deny the extension. The employee shall be re-evaluated at the cessation of the additional probationary period, to determine continued employment.

Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may grieve the decision pursuant to the grievance procedure outlined in Section 17 (Grievances).

The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other recognized functions of Management not specifically covered in this Agreement. Cowichan Tribes, therefore, retains all rights not otherwise specifically covered in this Agreement.

SECTION 4 – General Employer and Employee Conduct

- 4.01 Chief and Council:** Employment decisions will be free from political interference of the Chief and Council and bargaining unit employees will have security of tenure even though the composition of Cowichan Tribes Chief and Council may be changed through elections.
- 4.02 Work Environment:** Cowichan Tribes will create a positive work environment that is free from offensive remarks, material, or behaviour, and is committed to ensuring a secure work environment that facilitates positive, productive, and respectful relations between all employees.
- 4.03 Employee Duties:** Bargaining unit employees will be responsible for specific duties as outlined by Cowichan Tribes and must report to their immediate supervisor. Bargaining unit employees must recognize and perform their duties within approved job descriptions, to the best of their ability according to the regulations, methods and procedures adopted and approved by Cowichan Tribes and by their professional regulatory body.
- 4.04 Professionalism:** Bargaining unit employees must conduct themselves in a professional and businesslike manner during working hours and must, at all times during their employment, refrain from taking any action or making any statement, whether verbal, through social media or otherwise, that would discredit other employees, Cowichan Tribes, or Cowichan Tribes community members.

Bargaining unit employees are expected to carry out their job duties and utilize the time at work to carry out business of Cowichan Tribes. Bargaining unit employees are prohibited from using work computers, social media or their cell phones for personal reasons during working hours, except in the case of emergencies, and unless it is required as part of their job description and/or duties.

SECTION 5 – Employee Definitions

- 5.01 Employee:** means all individuals who are employed on a full-time, part-time, term, or on-call casual basis with Cowichan Tribes.
- 5.02 Full-time Employee:** means an individual who is employed for 24.5 (70%) hours or more per week.
- 5.03 On-call Casual Employee:** means an individual who is employed on an on-call basis for which no salary can be guaranteed beyond a specific date.
- 5.04 Part-time Employee:** means an individual who is employed for less than 24.5 (70%) hours per week.
- 5.05 Permanent Employee:** means an individual hired by Cowichan Tribes with no specified end date.
- 5.06 Probationary Employee:** means an employee currently serving their probationary period as set out in Section 3.04 (Probationary Period).
- 5.07 Term Employee:** means an employee who is hired to backfill a leave, or who has a specified term of employment/end date.

Once per year, on a mutually agreeable date, the Union and the Employer shall meet to review a complete list of designated Term employees, to discuss the underlying basis for the term position.

It is understood that Term employees shall not negatively impact bargaining unit hours and/or positions.

SECTION 6 – Hours of Work, Breaks, Overtime, Statutory Holidays

- 6.01 General Hours of Work:** All employee's hours of work will be set by the Employer as set out in the employee's employment contract.

Daily working hours may vary for employees, depending on the nature of their employment contract, however the standard workday is seven (7) hours, and the standard workweek is thirty-five (35) hours.

It is understood that the employees' scheduled hours of work may be subject to change to ensure program and service delivery, provided that:

- (a) The change is consistent with operational requirements and the provisions of the collective agreement, and is not capricious, arbitrary, discriminatory or in bad faith; and
- (b) The Employer has inquired into, and given prior due consideration to, the importance placed by the affected employee(s) on the existing days of work and daily hours, and the impact the change will have on the personal circumstances of such employee(s).

6.02 Breaks: Employees are entitled to the following breaks.

Hours Worked	Break Entitlement
Shift of five (5) hours or more	a thirty (30) minute unpaid meal break and one (1) fifteen (15) minute rest break
Shift of seven (7) hours or more	a one (1) hour unpaid meal break and two (2) paid fifteen (15) minute rest breaks

Those employees who have two (2) rest breaks will be scheduled one (1) rest break before and one (1) rest break after a meal break. Rest breaks are to be scheduled during a regularly scheduled shift, subject to business levels and by mutual agreement of the employee and Employer. Such breaks may not be taken within the first or last thirty minutes of the employee's workday.

Employees are responsible for advising their immediate supervisor of when they are taking a scheduled break.

Absent exceptional circumstances, employees will not be required to work during their breaks. If an employee is required by their supervisor to work during a scheduled break, the employee is entitled to a subsequent replacement break period.

6.03 Schedule: Cowichan Tribes will communicate the work schedule to employees one week in advance, or as soon as reasonably possible.

An employee's schedule may be changed without notice in the event of absence of other staff. Daily hours of work shall be consecutive with the exception of breaks, except where the duties of the position, as outlined in the offer of employment, requires split shifts, or in the case of emergency or on-call shifts.

Monday shall be considered the first day of work for the basic work week.

6.04 Call-In Shifts: The Employer may be required to arrange call-in shifts in instances of an Emergency or to cover for sudden employee absences. Call-in shifts are to be offered by seniority, on a department basis. Call-in shifts are to be accepted or denied at the sole discretion of the employee.

On-call casual employees reporting to work a call-in shift are to be paid a minimum of three (3) hours.

6.05 Requesting Time Off: An employee requesting leave must communicate the request with their supervisor as soon as reasonably possible in accordance with the provision of this Agreement related to the type of leave being requested.

6.06 Recording Hours of Work: All employees must sign in each day when they begin work indicating the time of their start. Employees must also sign out when they finish work for the day. If an employee leaves during the day on business and does not return to the office, the

employee must notify their supervisor when they finish work for the day.

Subject to the minimum hours of work set out in Section 6.08 (Minimum Daily Pay), an employee will be paid for actual hours worked only. An employee who has failed to accurately account for their time may be subject to disciplinary action.

In order to account for the hours actually worked, an employee or their supervisor will complete and submit to the finance department, an Employee Leave Record form (ELR) where an employee:

- (a) Has an unexplained failure to sign in or out;
- (b) Is late for work;
- (c) Is unable to attend work due to illness;
- (d) Leaves work during the day for non-work-related reasons;
- (e) Is on leave with pay as per Section 14 (Leaves);
- (f) Is on leave without pay as per Section 14 (Leaves);

6.07 Interval Between Shifts: There shall be an interval of not less than eight (8) hours between shifts for all employees unless mutually agreed.

6.08 Minimum Daily Pay: All employees reporting for work according to the Work Schedule and finding their services are not required, shall receive a minimum of three (3) hours' pay at their regular rate, unless the work is suspended for reasons completely beyond the Employer's control, including unsuitable weather conditions, a power outage, health or safety reasons, or other instances of force majeure.

6.09 Office Closure: Other than for regular scheduled closures, Cowichan Tribes office(s) shall close its offices when there is an imminent risk to the health, safety, and security of Cowichan Tribes employees, community members and/or assets.

Authorization of office closures will be determined by the CAO of Cowichan Tribes. Some offices may be closed while others remain open if they are not reasonably affected by the identified risk.

The CAO will issue the office closure as soon as reasonably possible and will ensure proper notification is communicated to the employees.

Essential services will remain open when safe and necessary.

In the event of a mandatory closure, all regularly scheduled employees will receive regular pay during the time of the office closure, but may be expected to work from home for the duration of the office closure, and to maintain communication with their immediate supervisor.

An employee who has previously booked time off is deemed to be on leave and cannot change the status of that leave in order to receive compensation.

6.10 Overtime Pay: Overtime is defined as work in excess of seven (7) hours worked in a day or thirty-five (35) hours worked in a week, unless the employee is subject to an averaging agreement.

It is expected that employees should be able to complete their assigned work during their regularly scheduled hours, and overtime work shall be avoided where possible. However, the

employer recognizes that it may be necessary for employees to work hours in excess of the standard work week in exceptional circumstances.

The employee's immediate supervisor must give prior written approval for overtime unless the overtime is required due to an emergency.

Overtime shall be accrued at the rate of one-and-one-half (1½) times the employee's regular rate of pay.

Employees will receive overtime as banked leave with pay, or may be paid out overtime, subject to budget, operational requirements, and the approval of the Director and/or Manager.

Employees requesting overtime leave with pay must submit their request to their immediate supervisor using an Employee Leave Record form (ELR). Overtime leave must be scheduled at a time that is mutually convenient to the employer and employee.

6.11 Statutory/Designated Holidays: The following days shall be recognized as statutory holidays and governed as per the Canada Labour Code: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.

When a statutory holiday falls on a Saturday or Sunday, the statutory holiday will be rescheduled for the working day immediately preceding or following the holiday. The rescheduled date will be confirmed and communicated by the CAO.

When a statutory holiday falls during an employee's annual vacation leave, the statutory holiday day will not be considered a vacation day.

In addition to the designated statutory holidays, Chief and Council may, at its sole discretion, close its operations or any part of its operations for any length of time in any given year for purposes equivalent to holidays ("Discretionary Closure"). Any such designation in any given year does not create an expectation or an entitlement of any such designation in any subsequent year.

All employees, who have been employed for a period of thirty (30) days and have worked fifteen (15) out of the last thirty (30) days, are entitled to full stat pay for any designated statutory holiday or Discretionary Closure. An employee who works less than fifteen (15) days prior to the stat is entitled to pro-rated stat pay based on the number of hours of work.

Any employee required to work (or travel on business) on a statutory holiday or Discretionary Closure will be entitled to overtime rates.

6.12 Election Days: In the event of a Provincial, Federal, or Municipal Election, or an election for Cowichan Tribes Chief and Council or for the Chief and Council of another First Nation of which the employee is a member, any employee eligible to vote shall have three (3) consecutive hours, during the hours when the polls are open, in which to cast a ballot.

SECTION 7 – Seniority

7.01 Seniority: Seniority is defined as the length of continuous service with the Cowichan Tribes of employees in the bargaining unit, including service prior to certification.

Temporary and casual employees shall accrue seniority on an hourly basis for all hours paid.

Employees on a leave of absence without pay shall not accrue seniority during their leave, but an employee on a claim recognized by the Workers' Compensation Board (WCB) shall be credited with service seniority equivalent to what they would have earned had they not been absent and had been able to work.

The Employer agrees to forward an annual list of all bargaining unit employees' names and addresses to the Union office in addition to seniority lists with hourly rate of pay automatically, up to twice per year on or before February 15 and on or before August 15 of that year.

Seniority will be lost if an employee:

- (a) Voluntary leaves the employment of the Employer; or
- (b) Is discharged for just cause; or
- (c) Is on layoff for more than one (1) year; or
- (d) Is absent without approved leave for a period of more than four (4) weeks; or
- (e) They are permanently promoted to an excluded position and do not return to the bargaining unit within twelve (12) months.

7.02 Re-Employment: An employee who resigns their position and within 90 days is re-employed, will be granted a leave of absence without pay covering those days absent and will retain all previous rights in relation to seniority and benefits subject to any benefit plan eligibility requirements.

SECTION 8 – Hiring and Transfers

8.01 Hiring: All job vacancies within the bargaining unit, whether part-time or full-time, shall be considered to be an internal posting. All members of Cowichan Tribes, whether or not they are existing members of the bargaining unit or existing employees, will be considered internal candidates.

Any vacant or new staff positions will be advertised by the Cowichan Tribes for a period of two weeks (14 days).

Unless there are no qualified internal candidates, all internal job vacancies will be awarded to the highest ranking internal candidate. External candidates will be eligible for appointment only where there are no qualified internal candidates for the vacant position.

Cowichan Tribes may re-advertise any position wherein the applications received do not meet the basic requirements.

8.02 Employee Selection: Cowichan Tribes reserves the right to give first preference to members of Cowichan Tribes who possess the necessary qualification or experience for the position and second preference to members of other First Nations who possess the necessary qualifications or experience for the position.

Candidates for positions within the bargaining unit will be interviewed and ranked, and Cowichan Tribes will offer the position to the highest ranked, or most suitable candidate.

Ranking of candidates will be done in a fair and equitable manner and will be based on the following criteria;

- (a) Cowichan Tribes Membership or membership in another First Nation;
- (b) Education and training;
- (c) Work experience;
- (d) Motivation and potential;
- (e) References; and
- (f) Performance tests (where applicable)

Where the selection is between two (2) employees and such requirements are equal, seniority will be the determining factor.

The offer of employment will be made by way of written letter setting out the terms and conditions of employment including;

- (a) Job title;
- (b) Job description;
- (c) Starting salary/corresponding step wage scale;
- (d) Benefits (if applicable);
- (e) Probationary period; and
- (f) Commencement date

For all positions, it will be a condition of employment that the candidate provide a criminal record check to their immediate supervisor and the Human Resources department. Those candidates who have a conviction that is relevant to the position, for which a pardon has not been granted, will have their offers of employment withdrawn.

In cases where it is necessary to hire for a position on an emergency basis, the procedure set out above may be waived, but only after consultation with the Union.

These procedures do not restrict the ability of Cowichan Tribes to make appointments as required.

8.03 Transfer: A transfer is an employer-initiated, lateral move of an employee in a permanent position to a different permanent vacant position within the department, without a formal recruitment process. Transfers are intended to fulfill operational needs, as well as provide an opportunity for an employee to assume different responsibilities and develop new skills.

Directors and/or Managers who wish to transfer an employee must submit a request in writing to the Human Resources department. The transfer request must be for a position that is at the same wage and must include the rationale for the transfer.

The Human Resources department will review the request and if approved, the employee being transferred will be provided with a letter for their review and signature.

A bargaining unit employee who accepts a transfer to a position outside the bargaining unit will cease to be a member of the union and the terms of the Collective Agreement will cease to apply to that employee.

A non-bargaining unit employee who accepts a transfer to a position within the bargaining unit will become a member of the union and will be covered by the full terms of the Collective Agreement immediately upon the effective date of the transfer.

8.04 Promotion: In filling a vacant position, Cowichan Tribes may give first consideration to the promotion of current qualified employees. These promotions will be based on:

- (a) The evaluation of past performance;
- (b) The employee's qualifications;
- (c) Their ability to perform the duties of the position;
- (d) Their experience in performing the duties in an Acting capacity; and/or
- (e) Supporting department succession planning.

Employees who are in good standing and meet the minimum qualifications of the available position are eligible for consideration. Employees are expected to have been in their current position for at least one (1) year before becoming eligible for a promotion.

A bargaining unit employee who accepts a promotion to a position outside or excluded from the bargaining unit will cease to be a member of the union and the terms of the Collective Agreement will cease to apply to that employee.

A non-bargaining unit employee who accepts a promotion to a position within the bargaining unit will become a member of the union and will be covered by the full terms of the Collective Agreement immediately upon the effective date of the promotion.

8.05 Temporary Assignments: Any bargaining unit employee who accepts a temporary assignment to a position that is not within the bargaining unit, shall continue to be a member of the union for the duration of the temporary assignment and accrue seniority as defined in Section 7.01 (Seniority). Through the duration of the temporary assignment outside the bargaining unit, the terms of the Collective Agreement will not apply to that employee.

Any employee who transfers into a temporary assignment to a position within the bargaining unit shall become a member of the union for the duration of their time in the temporary position and will be covered by the full terms of the Collective Agreement.

Any employee who accepts an on-call shift in the bargaining unit, shall be covered by the terms of the Collective Agreement.

It is understood that preference of available on-call shifts shall be first to members of Cowichan Tribes, then to Indigenous employees and then shall be offered by seniority, provided the individual has the necessary qualifications and experience for the position.

If the individual on the list does not accept any call-in shifts for a period of six (6) months, they will be removed from the casual/on-call list and will lose their seniority.

SECTION 9 – Layoff and Recall

9.01 Definition of a Layoff: “Layoff” is:

- (a) a cessation of employment or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, or reorganization, or a program termination, or closure or other material change in organization; or
- (b) a reduction in hours of work greater than five (5) hours per week from the employees' posted position, or that results in the elimination of health and welfare benefits, or that results in a change in the employees' status.

9.02 Pre-Layoff Canvas: Before a layoff occurs, the Employer may consult with the Union to discuss lessening disruption to community and staff, ways of encouraging and promoting retention of members of the Cowichan Tribes and First Nations staff, and whether a pre-layoff canvass of employees is necessary or advisable and may be waived. If the pre-layoff canvass is not waived, then prior to the layoff of regular employees, the Employer will canvass employees to review the following options:

- (a) Placement on the casual call-in and recall lists with no loss of seniority; or
- (b) Early retirement where eligible;
- (c) Transfer to a position outside the bargaining unit; or
- (d) Other voluntary options, as agreed to by the Union and the Employer.

Where more than one employee expresses interest in one of the above options, they will be offered first to qualified employees who are members of the Cowichan Tribes, and subsequently on the basis of seniority.

Responses from employees to the Pre-Layoff Canvass will only be received by the Employer for consideration if submitted within seven (7) days of issuance of a written notice to the employee or group of employees.

Where an employee selects an option, once confirmed in writing by the employee and the Employer, such acceptance is final and binding upon the employee and the Employer. The Employer will notify the Union of the employee's selection.

9.03 Bumping: In the event of a layoff, employees will be laid off by classification, in reverse order of seniority, subject to the preference set out in Section 1.04 (Preference to Cowichan Tribes Members).

A bargaining unit employee who is subject to layoff shall have the right to bump into a position in accordance with their seniority.

Layoff notice will identify the date that the layoff will begin and include a current list of junior positions available within the bargaining unit to bump.

The laid off employee and the first two employees affected by bumping may choose:

- (a) To be placed on the casual call-in and recall lists with no loss of seniority; or
- (b) To bump any employee with less seniority, provided that they possess the necessary ability, experience, and qualifications to perform the duties of the new position, and subject to the preference set out in Section 1.04 (Preference to Cowichan Tribes Members). An employee subject to layoff shall not be entitled to bump up or to be assigned to fill a vacancy for a higher paid position.

Within five (5) days of receiving from the Employer both the notice of layoff and all information required by the employee to make an informed decision regarding their bump options, they will provide written notice to the Human Resources Manager of their bump choice.

9.04 Recall: Full-time or part-time employees who are laid off and opt to be put on the recall list shall be placed on a recall list for one (1) year.

Subject to Section 1.04 (Preference to Cowichan Tribes Members), a full-time or part-time employee who opts to remain on the recall list shall be recalled in order of service seniority provided they possess the skills and abilities to perform the job.

The Employer will attempt to reach the full-time or part-time employee for position(s) by telephone, email, and registered mail. It is the responsibility of the laid off full-time or part-time employee to ensure that the Employer is kept notified of their current mailing address, telephone, email, and availability. Employees must accept recall within seven (7) days of receipt of the recall notice. Employees will have fourteen (14) days after accepting recall to return to work.

Subject to Section 1.04 (Preference to Cowichan Tribes Members), if the recalled employee with the most service seniority is unavailable or refuses work, that recalled employee will be removed from the recall list and the employee with the next highest service seniority who possesses the skills and abilities to perform the job shall be recalled.

New employees will not be hired into a regular position within the recall year until those laid off in that classification have been given an opportunity of recall.

The employee will not be subject to serving an additional probationary period unless the recall to work is in a new classification or department or results in a promotion.

Should the employee not continue in the assignment beyond their probationary period, and where the employee is still within their one-year recall period, they will be returned to the recall list for the remainder of their one-year recall period.

9.06 Advance Notice: The Employer shall provide written notice and/or pay in lieu of notice to an employee who is to be laid off prior to the effective date of layoff according to one of the following provisions:

- (a) One (1) weeks' notice and/or pay in lieu of notice after three (3) consecutive months of employment; or

- (b) Two (2) weeks' notice and/or pay in lieu of notice after twelve (12) consecutive months of employment; or
- (c) Four (4) weeks' notice and/or pay in lieu of notice after two (2) consecutive years of employment, plus one (1) additional week for each year of employment, to a maximum of eight (8) weeks' notice and/or pay in lieu of notice.

SECTION 10 – Wages, Premiums

10.01 Wage rate: The Employer agrees to pay all employees covered by the terms of this agreement not less than the schedule of wage rates contained in APPENDIX "A" attached hereto during such time as the agreement is in force, provided that if an employee is receiving a wage rate in excess of the rates herein contained, such wage rates shall not be reduced by reason of the signing of this Agreement. It is agreed that no employee will receive a reduction in wages by the terms of this agreement.

10.02 After Hours Work and Compensation: Designated employees may be required as part of their job duties and responsibilities, to be on call to work after hours to provide ongoing and accessible service to the community. Eligibility for after-hours work must be approved by the Human Resources department.

An employee who is scheduled after hours must be readily available to perform their job duties and responsibilities throughout the scheduled on-call shift.

An employee who is scheduled after hours Monday to Friday from 4:30 p.m. to 8:30 a.m. will be paid no less than three (3) hours of work per night at their regular rate of pay, whether or not the employee is called on to perform any work. An employee who is scheduled after hours from Friday 4:30 p.m. to Monday 8:30 a.m. will be paid one (1) hour for every three (3) hours of work at their regular rate of pay, whether or not the employee is called on to perform any work.

An employee who receives a call out after hours will be compensated with overtime as per Section 6.10 (Overtime Pay), for the time spent attending the call out. Call outs require approval from the employee's after-hours supervisor.

Employees who are scheduled after hours must accurately record their time, using an overtime form and/or the department's after-hours form.

Employees shall bank non-overtime hours accumulated through After Hours Work throughout the calendar year. However, an employee shall not be permitted to carry over more than thirty-five (35) hours to the following calendar year.

10.03 Acting Pay: An employee will receive acting pay when that employee accepts and substantially fulfills the duties and responsibilities of another employee's position who is at a higher rate of pay.

In order to receive acting pay, the following conditions must be met:

1. The acting employee must be substantially fulfilling the duties of the position they are acting in; and
2. A temporary assignment letter indicating the effective dates of the acting assignment, prepared by the Human Resources department, must be reviewed, and signed by the employee prior to starting the acting position.

10.04 Pay Periods: Pay periods will be bi-weekly for all employees, with paydays occurring on every second Friday.

Payment of all salary or wages will be by cheque or electronic bank deposit as elected by the employee.

10.05 Pay Advances: Salary and wage advances will not be granted except in the case of bereavement leave, as per Section 14.03 (Bereavement Leave). The advance will not exceed two (2) weeks' salary/wage and must be repaid by the next payday. This does not apply to payment of earned vacation pay.

SECTION 11 - Vacation:

11.01 Annual Vacation Entitlement: Annual vacation leave entitlement is determined by the employee's years of service and actual hours worked. Employees who work thirty-five (35) hours per week will be entitled to the following:

Years of Service	Entitled Paid Vacation
1 to 5 years of service	3 weeks paid vacation
6 to 12 years of service	4 weeks paid vacation
13 to 20 years of service	5 weeks paid vacation
21+ years of service	6 weeks paid vacation

11.02 Term and On-Call Employees: Term and on-call casual employees will receive a percentage of their gross income as vacation pay, in accordance with applicable labour legislation.

11.03 Unused Annual Vacation: Where an employee makes no request for annual vacation leave, the Director and/or Manager will consult with the employee to schedule the annual vacation leave. There will be no payout of unused annual vacation leave except in cases where an employee takes a leave of absence without pay, resigns, retires, is terminated or is employer mandated. Annual vacation leave payouts will be paid at the rate the leave was earned.

In exceptional cases where an employee is not able to take annual vacation leave due to operational requirements, unused vacation leave will be carried over to the following year-up to a maximum of 150% of their annual accruals, which may be increased by mutual

agreement. It is the responsibility of the immediate supervisor to ensure their employees' leave carry-overs do not accumulate from year to year.

- 11.04 Contact/Callback from Vacation:** Employees may not be contacted by their supervisor or other employees for work-related matters while on annual vacation leave, except in an emergency. If an employee is called back to work for an emergency to complete a task, the employee will be credited their annual vacation leave time.

SECTION 12 – Health and Wellness

- 12.01 General:** Cowichan Tribes provides eligible bargaining unit employees with various health benefit plans to assist employees in maintaining health and provide them with financial assistance.

- 12.02 Health and Dental Benefits:** The Employer will attach a summary of the benefits plan to this collective agreement at APPENDIX "B".

All permanent full-time employees and full-time term employee serving a second consecutive twelve (12) month term must participate in the Life Insurance, Dependent Life Insurance, Accidental Death & Dismemberment, Short-Term Disability, Long-Term Disability, and Critical Illness Insurance portion of the designated plan carrier benefit plan and are subject to the waiting period set out in the benefit plan.

All permanent full-time employees, or full-time term employees serving a second consecutive twelve (12) month term, are eligible to participate in the Extended Health and Dental benefits with a designated plan carrier and are subject to the waiting period set out in the benefit plan.

All employees will automatically be enrolled with the Employment Assistance Program with the designated plan carrier.

- 12.03 Shared Cost:** All benefit costs are shared between the bargaining unit employee and Cowichan Tribes. These costs vary according to coverages and rates of pay.

Bargaining unit employees enrolled in the employee benefits and who are on a leave or temporarily laid off may be eligible to continue participation in the benefits plan. Participation will require the employee to continue contributing their portion of the premiums for such benefits during the term of the leave, or layoff. Payment of the employee's portion will be determined by the Finance Department by way of a written agreement with the employee.

- 12.04 Changes:** Cowichan Tribes reserves the right, in its discretion, to make changes to the designated plan carrier and/or benefit packages in order to better serve the needs of its employees. Any proposed changes, deletions or modifications to the employee benefit package will be communicated to the Union for the purposes of providing feedback on the proposed changes.

SECTION 13 – Pension Plan

13.01 Pension: All permanent employees who have completed three (3) months of consecutive service, and all term employees serving a second consecutive twelve (12) month term are eligible to participate in the pension plan program.

ARTICLE 14 - Leaves

14.01 Sick Leave: All employees are entitled to sick leave. Sick leave with pay will be granted to employees who are unable to perform their duties due to illness, accident, medical emergency, or are required to attend a medical appointment during their regular work hours.

Sick leave is accrued and pro-rated to employee's actual hours worked. Employees who work thirty-five (35) hours will receive a maximum of twelve (12) days of sick leave with pay per year. Employees who work a set schedule of less than thirty-five (35) hours per week will have their sick leave pro-rated to reflect their actual hours worked. Sick leave days will not accumulate during extended leaves of absence from work because of illness or accident.

Employees who have sick leave remaining at the end of the calendar year (December 31) will carry forward their leave into the New Year. However, employees' accruals will not exceed 84 hours of sick leave per year.

Employees may only take paid sick leave once they have accrued it. Sick leave will not be advanced. If an employee does not have enough sick leave time accrued, they may take leave without pay. Employees who require an extended leave of absence due to illness or injury must notify their immediate supervisor and contact the Human Resources department for assistance. Employees may also use their paid sick leave for the reasons outlined in Section 14.02 (Personal Leave), part 2, 3, 4.

If an employee takes five (5) or more consecutive days of sick leave, they will be required to provide a medical note. This medical note is to be obtained at the employee's expense. The medical note must be provided to the employee's immediate supervisor before or upon the employee's return to work. A copy of the medical note must be provided to the Human Resources department and the Finance department.

The employer reserves the right to require an employee who is returning from an absence for health-related reasons to provide a medical note confirming that the employee is fit to return to work.

Any absence requiring sick leave must be reported to the employee's immediate supervisor as soon as reasonably possible before the start of their regular shift on the day of the absence. If the employee fails to notify their immediate supervisor before the start of their shift, the employee will receive leave without pay.

An employee Leave Record Form (ELR) must be submitted to the Finance department, recording the sick leave used by an employee. It is the responsibility of both the immediate supervisor and employee to ensure sick leave is accurately recorded and submitted within forty-eight (48) hours of the leave being taken. The immediate supervisor is able to fill out the ELR on behalf of the employee.

An employee who for any reason resigns or is terminated is not entitled to payment of sick leave accrued.

14.02 Personal Leave: Cowichan Tribes recognizes that employees may require time off work to attend to matters that are not related to sick leave as per Section 14.01 (Sick Leave). As such, all employees who have been employed continuously for three (3) months are eligible for personal leave with pay to:

- (a) Attend non-medical appointments;
- (b) Carry our responsibilities related to the health care of any family member;
- (c) Carry out responsibilities related to the education of any family member under the age of 18;
- (d) Attend to any urgent situation that concerns the employee or a member of the employee's family;
- (e) Attend to any other situation that does not qualify for other leave entitlements.

Personal leave is accrued and pro-rated to employees' actual hours worked, not including overtime. All employees shall receive three (3) paid days of personal leave per year.

Personal leave will not be advanced. Employees who require an extended leave must notify their immediate supervisor and contact the Human Resources department for assistance.

Employees requiring personal leave must request approval from their immediate supervisor as soon as reasonably possible before the start of their regular shift on the day of the absence. If the employee fails to notify their immediate supervisor before the start of their shift, the employee will receive leave without pay.

An Employee Leave Record Form (ELR) must be submitted to the Finance department, recording the personal leave used by an employee. It is the responsibility of both the immediate supervisor and employee to ensure personal leave is accurately recorded and submitted within forty-eight (48) hours of the leave being taken. The immediate supervisor can fill out the ELR on behalf of the employee.

Cowichan Tribes may request documentation to substantiate the leave within fifteen (15) days of the employee's return to work.

Unused personal leave remaining at the end of the calendar year (December 31) will not carry-over, except for the time accrued in the last two pay periods of the year.

An employee who for any reason resigns or whose employment is terminated is not entitled to payment for personal leave accrued.

14.03 Funeral Leave/Bereavement Leave: Every employee is entitled to leave with pay in the event of a death in the employee's immediate family, which is defined as what is outlined in the Cowichan Tribes Human Resources Policy or as follows, whichever is greater;

- (a) Spouse or common-law partner ("spouse")
- (b) Child, stepchild, daughter-in-law, son-in-law, grandchild;
- (c) Unborn child (miscarriage), which will require the submission of a medical note;
- (d) Parent, step-parent, or spouse's parent or step-parent;

- (e) Grandparent, step-grandparent
- (f) Sibling, step-sibling, or spouse's sibling;
- (g) Immediate aunt or uncle; and
- (h) Immediate niece or nephew

An employee so bereaved is entitled to no more than five (5) days leave with pay, including the day of the funeral, to attend the funeral.

An employee so bereaved is entitled to request an additional two (2) days with pay, which may be allowed for travelling time if warranted and approved by the Human Resources department.

Casual employees who require the use of bereavement leave will only qualify for leave with pay if they are scheduled to work on one of the requested days off.

After the five (5) days granted for bereavement leave, in an effort to meet the cultural and spiritual needs of employees, employees may use their accruals for vacation, or overtime, up to a maximum of ten (10) additional days. If the employee does not have accrued time, they may use up to a maximum of ten (10) days unpaid leave. This will be subject to operational requirements and will be at the discretion of the Director and/or Manager, in consultation with the Human Resources department.

All requests for bereavement leave must be submitted in writing using an Employee Leave Record Form (ELR). The ELR must clearly indicate the relationship of the deceased to the employee, in order to determine eligibility for paid leave. The immediate supervisor, Director and/or Manager, and the Human Resources department must approve the employee's bereavement leave prior to submission to the Finance department.

An employee's day off will not be altered to circumvent funeral leave benefits.

14.04 Cowichan Syuwun Leave with Pay: Permanent employees are entitled to apply for Cowichan Syuwun Leave in accordance with the policies and procedures adopted from time to time by Cowichan Tribes. Provision of this leave is entirely at the discretion of Cowichan Tribes, and no aspect of this leave, including the denial, acceptance, duration or otherwise, will be subject to grievance or negotiation.

14.05 Compassionate Care Leave: An employee who must be absent from work to provide care or support to a child, parent, spouse, or common law partner who has a medical condition with a significant risk of death is entitled to up to twenty-eight (28) weeks without pay of compassionate care leave within a fifty-two (52) week period.

The employee must submit the request to their immediate supervisor, the Director and/or Manager, and the Human Resources department. The employee will be required to provide a medical note within twenty-six (26) weeks stating that the family member has a serious condition with a significant risk of death.

Where more than one employee applies for compassionate care related leave in relation to the same family member, the compassionate care leave time will be shared between them as appropriate.

14.06 Critical Illness Leave: An employee, who is the family member of a critically ill child, is eligible to take up to thirty-seven (37) weeks of leave without pay to provide care or support to

the child. An employee, who is a family member of a critically ill adult, is eligible to take up to seventeen (17) weeks of leave without pay to provide care or support to the adult.

The above-mentioned entitlements must be used within a fifty-two (52) week period from the date the leave starts.

The employee must submit the request to their immediate supervisor, the Director and/or Manager, and the Human Resources department. The employee will be required to provide a medical note stating that the child or adult is critically ill or injured and requires the care or support of the employee.

Where more than one employee applies for critical illness related leave in relation to the same family member, the leave time will be shared between them as appropriate. The shared leave cannot exceed thirty-seven (37) weeks for a child, and seventeen (17) weeks for an adult.

14.07 Maternity Leave: All pregnant employees are eligible for maternity leave without pay. Employees are eligible for up to seventeen (17) consecutive weeks of maternity leave without pay.

Maternity leave may be taken at any time within the period that begins thirteen (13) weeks before the expected date of delivery and ends no later than seventeen (17) weeks after the actual birth date of the child.

If, during the period of seventeen (17) weeks following the date of delivery, the child who was born is hospitalized, the period is extended by the number of weeks during which the child is hospitalized. An extension under this section must not result in the period being longer than fifty-two (52) weeks. Nothing in this section extends the period of maternity leave top-up beyond the entitlement provide in Section 14.09 (Maternity and Parental Leave Top- Up).

Employees requesting maternity leave must do so in writing to their immediate supervisor and the Human Resources department, no less than four (4) weeks before the desired commencement date of the maternity leave. Requests for maternity leave must include the duration of the leave as well as a medical note.

Cowichan Tribes is not responsible for paying the wages or salary of an employee on maternity leave. However, the employer will maintain benefits the employee may be eligible for during the leave, as long as the employee continues their usual contributions towards such benefits.

Sick leave and/or annual vacation leave accruals will not accumulate during the period of time away from work for maternity or parental leave. However, years of service will continue to accrue during maternity and parental leave, as this is not considered a break in the employment period.

Employees on maternity leave who plan to not return to work upon completion of their leave must provide a minimum of four (4) weeks' notice in writing of their intention to terminate their employment.

Employees on maternity leave who plan to return to work earlier than the maximum leave entitlement to which they are entitled and have given notice, must provide a minimum of four (4) weeks' notice in writing of their intention to return to work.

All employees returning to work from maternity leave will be reinstated in the same position they were in before the leave started, and at the same salary or wage level that they would have received had they worked through the maternity leave period. Employees will be notified in writing of any changes to their existing employment during the period of maternity leave.

No employee will be demoted, disciplined, laid off or dismissed due to pregnancy or upon application for maternity leave.

14.08 Parental Leave: All employees who will have the actual care and custody of a newborn child or a newly adopted child may be entitled to up to sixty-three (63) weeks of parental leave without pay.

An employee may take up to seventeen (17) weeks of maternity leave and up to sixty-three (63) weeks of parental leave, with parental leave commencing when maternity leave ends, but the combined maternity and parental leave may not exceed a total of seventy-eight (78) weeks.

All employees are eligible for parental leave for the same newborn or newly adopted child. The leave may be taken by either parent or shared by both parents. If it is shared, parents may be entitled to an additional eight (8) weeks of shared parental leave. The maternity leave combined with the shared leave cannot exceed eighty-six (86) weeks.

The leave of absence granted under this section may only be taken during the seventy-eight (78) -week period beginning:

- (a) In the case of a new-born child of the employee, at the option of the employee, on the day the child is born or comes into the actual care of the employee; and
- (b) In the case of adoption, on the day the child comes into the actual care of the employee.

If the child is hospitalized during the period referred to above, the period is extended by the number of weeks during which the child is hospitalized. An extension under this section must not result in the period being longer than 104 weeks. Nothing in section extends the period of parental leave top-up beyond the entitlement provided in Section 14.09 (Maternity and Parental Leave Top- Up).

Employees requesting parental leave must do so in writing to their immediate supervisor and the Human Resources department no less than four (4) weeks before the desired commencement date of the parental leave. Requests for parental leave must include the intended duration of the leave.

The employer is not responsible for paying the wages or salary of an employee on parental leave. However, the employer will maintain any benefits the employee may be eligible for during the leave, as long as the employee continues their usual contributions towards such benefits.

Sick leave and vacation leave accruals will not accumulate during the period of time away from work for maternity or parental leave. However, years of service will continue to accrue during maternity and parental leave, as this is not considered a break in the employment period.

Employees on parental leave who plan to not return to work upon completion of their leave must provide a minimum of four (4) weeks' notice in writing of their intention to terminate their

employment.

Employees on parental leave who plan to return to work earlier than the maximum leave entitlement to which they are entitled and have given notice must provide a minimum of four (4) weeks' notice in writing of their intention to return to work.

All employees returning to work from parental leave will be reinstated in the same position they were in before the leave started, and at the same salary or wage level that they would have received had they worked through the parental leave period. Employees will be notified in writing of any changes to their existing employment during the period of parental leave.

No employee will be demoted, disciplined, laid off or dismissed as a result of applying for or taking a parental leave.

14.09 Maternity and Parental Leave Top- Up: All permanent, full-time employees are eligible for the maternity and parental leave top up program.

The Maternity Leave Top-Up is applicable for a maximum duration of seventeen (17) weeks. The Parental Leave Top-Up is applicable for a maximum duration of fifteen (15) weeks.

If an employee elects to take standard parental benefits (benefit rate of 55% from EI) Cowichan Tribes will top-up the affected employee's income so that the employee receives eighty percent (80% of their net base salary).

If an employee elects to take extended parental benefits (benefit rate of 33% from EI) Cowichan Tribes will top-up the affected employee's income so that the employee receives fifty-eight percent (58% of their net base salary).

Cowichan Tribes will estimate the EI benefit at the start of the leave but does require a copy of the employee's EI payment within one month of commencement of leave.

Maternity and Parental Leave Top-Up payments are pensionable and taxable, but not insurable.

In the event the employee does not return to work for a six (6) month duration following their Maternity and/or Parental Leave, they are required to repay the top-up payments received from Cowichan Tribes.

Employees will be required to sign an acknowledgement and agreement form prior to the reception of any such top-up payments. This form will act as a legally binding agreement for the repayment of received top-up payments where the employee elects not to return to work.

14.10 Birth Support Leave with Pay: All employees who are the non-birthing parent of a child shall be entitled to two (2) days of paid leave during the thirty (30) days following the birth of the child. During such leave, the employee shall receive 100% of the salary and benefits to which they would be entitled if they were not on leave. The leave provided by this subsection is distinct from the Parental Leave provided under Section 14.08 (Parental Leave).

14.11 Leave for victims of Family Violence: Every employee who is a victim of family violence or who is the parent of a child who is a victim of family violence is entitled to and shall be granted

a leave of absence from employment of up to ten (10) days in every calendar year, in order to enable the employee, in respect of such violence;

- (a) To seek medical attention for themselves or their child in respect of a physical or psychological injury or disability;
- (b) To obtain services from an organization which provides services to victims of family violence;
- (c) To obtain psychological or other professional counselling;
- (d) To relocate temporarily or permanently; or
- (e) To seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.

If the employee has completed three (3) consecutive months of continuous employment with Cowichan Tribes, the employee is entitled to the first five (5) days of the leave with pay at their regular rate of wages for their normal hours of work, and such pay shall for all purposes be considered to be wages.

Cowichan Tribes may request documentation to substantiate the leave within fifteen (15) days of the employee's return to work.

An employee who has likely committed the family violence is not entitled to this leave.

- 14.12 Leave for Traditional Indigenous Practices:** Indigenous employees who have worked for three (3) consecutive months shall be entitled to leave without pay for a maximum of five (5) days per year to participate in traditional Indigenous practices such as hunting, fishing, harvesting, gathering, or other cultural activities.

The employee must submit a request in writing to their immediate supervisor, the Director and/or Manager, and the Human Resources department, two (2) weeks before the anticipated leave. The employee may be required to provide documentation verifying their indigenous heritage.

- 14.13 Court Leave with Pay:** Cowichan Tribes will grant leave with pay for up to five (5) days to an employee who is required:

- (a) To be available for jury selection;
- (b) For jury duty;
- (c) By subpoena for summons to attend as a witness in a court proceeding.

Any court leave required that is beyond five (5) days, will be unpaid. However, employees may utilize other accrued time such as annual vacation leave, or overtime, in consultation with their immediate supervisor.

Cowichan Tribes may request documentation to substantiate the leave within four (4) weeks of the employee's return to work.

When an employee is on leave with pay under these circumstances, any monies received for attending such court proceedings shall be returned to the Employer.

The Director and/or Manager may, at their discretion, grant an employee leave with or without pay to attend other court proceedings, or formal proceedings of a culturally sensitive nature.

14.14 Military Leave: Employees who have worked for three (3) consecutive months and who are a member of the Reserve Force, shall be entitled to leave without pay to participate in Canadian Armed Forces military operations or annual training.

Employees may request up to twenty-four (24) months of reservist leave in a sixty (60) month period. Requests must be submitted in writing to their immediate supervisor, the Director and/or Manager, and the Human Resources department, at least four (4) weeks before the anticipated leave for consideration.

14.15 Other Leave without Pay: A temporary leave of absence without pay up to twelve (12) months may be granted to an employee at the discretion of the Director and/or Manager, in consultation with the Human Resources department, for a personal matter, or for educational advancement. A request for greater than twelve (12) months, may be subject to approval by the Human Resources Committee.

A temporary leave of absence will not be granted in order for an employee to accept another position but may be granted in order for an employee to seek or serve in elected office.

The request must be submitted in writing to their immediate supervisor using an Employee Leave Record Form (ELR), who will then consult with the Director and/or Manager and Human Resources department. The request must be submitted at least four (4) weeks prior to the anticipated day of departure. This request must be submitted to the employee's direct Supervisor. This requirement will only be waived where the leave is related to a personal or family emergency.

Employees are required to provide four (4) weeks written notice of their intention to resign or a change in their return-to-work date.

It is understood that an employee on Educational Leave could be offered minimal part-time work with the Employer without seniority or rights to such work for the duration of the Leave.

Cowichan Tribes Council members, who are also employees, are deemed to be on leave without pay when they attend meetings or perform other tasks related to their council portfolios during their scheduled hours of work. Accordingly, they must submit an Employee Leave Record Form (ELR) to their immediate supervisor, who will then submit it to the Director and/or Manager and the Finance department for their records.

SECTION 15 – Professional Development and Training

15.01 Professional Development and Training Opportunities: Cowichan Tribes will make every reasonable effort to assist employees in obtaining new or enhanced skills or knowledge within their field, which will improve their ability to carry out duties. This assistance may consist of course fees, and/or travel costs associated with course attendance.

As part of capacity-building and ensuring employees are successful, Cowichan Tribes maintains the right to direct and/or require the completion of training as identified and needed, such as but not limited to the completion of a course, program, or certificate.

15.02 Requests: The employee's immediate supervisor is responsible for reviewing employees' requests for professional development and/or training. Reasonable notice must be provided to

the employee's immediate supervisor prior to the start of the requested training. The request must outline the nature of the course, the costs, and the purpose for attending, including the benefit of the training.

The employee's immediate supervisor will consult with the Director and/or Manager to review and approve the request. The Human Resources department will receive a copy of the department-approved request and an Employee Leave Record form (ELR) for final approval.

While the employer will make reasonable effort to accommodate the professional development needs of the employee, approval will be limited by:

- (a) Budget considerations;
- (b) Value to employer and/or employee;
- (c) Employee's past job performance;
- (d) Relevancy to the employee's job duties and responsibilities;
- (e) Previous training; and
- (f) Equitable distribution of training funds.

A copy of the approved ELR will be kept with the employee's personnel records. The employee is responsible for providing their immediate supervisor and the Human Resources department with any certificates and/or documentation obtained upon completion of the professional development and/or training for their personnel records, if applicable.

15.03 Repayment to the Employer: If an employee requests and receives funding assistance for professional development purposes and fails to attend or fails to participate in the session in question for reasons other than sickness, accident, or unavoidable circumstances, then the said employee must reimburse Cowichan Tribes for all monies advanced to the employee, including transportation costs and the cost of the program.

15.04 Professional Designation/Required Certifications: If a professional designation, certification, and/or license is required for an employee's position, it is a requirement that the employee will obtain it prior to their effective start date of employment. Cowichan Tribes will support training to maintain that designation thereafter, including payment of renewal costs.

It is the employee's responsibility to provide notice to their immediate supervisor for:

- (a) Upcoming renewal of their designation, certification and/or license;
- (b) Changes in eligibility or loss of designation, certification and/or license.

If the employee fails to renew their designation, certification and/or license, the employee will be responsible for payment of any late fees incurred.

If an employee fails to maintain the required certifications for their employment position, this could be cause for disciplinary action, up to and including, but not limited to, demotion and/or dismissal. It is the responsibility of the employee to ensure that up to date copies of their designations, certifications, and/or licenses are provided to their immediate supervisor and the Human Resources department for their personnel record.

SECTION 16 – Disciplines, Personnel File, Workplan Reviews, Joint Labour Management

16.01 Discipline Meeting: Where an employee attends a meeting with the Employer for the purpose of receiving a formal discipline report, as defined in Section 16.02 (Discipline Policy), the employee shall have the right to have their steward or a Union representative present.

The Cowichan Tribes confidentiality and conflict of interest policies apply throughout the discipline process.

16.02 Discipline Policy: The parties agree that the Employer will utilize a progressive discipline policy, will be applied in the following manner;

- (a) Step one (1): The employee will receive a verbal warning from their immediate supervisor, advising of the nature of the unacceptable conduct, as well as the performance standards expected of the employee. The immediate supervisor will provide written documentation indicating the date and content of the verbal warning to the Human Resources department who will place it in the employee's personnel file.
- (b) Step two (2): If the unacceptable conduct or poor performance continues or reoccurs, the employee will be given a written warning and be required to attend a meeting with their immediate supervisor, the Director and/or Manager, and a member of the Human Resources Department. During the meeting, the employee will be provided with a clear description of the unacceptable conduct and/or poor performance, and the performance expectations by the immediate supervisor. The employee will be notified that if the conduct reoccurs or their performance does not improve, more serious disciplinary action will be imposed. A copy of the written warning will be placed in the employee's personnel record.
- (c) Step three (3): Should the unacceptable conduct or poor performance continue or reoccur; the employee will be given written notice of suspension and be required to attend a meeting with their immediate supervisor, the Director and/or Manager, and a member of the Human Resources Department. During the meeting, the employee will be provided with a clear description of the unacceptable conduct and/or poor performance, and the performance expectations by the immediate supervisor. The employee will be notified that if the conduct reoccurs or their performance does not improve, more serious disciplinary action will be imposed.
- (d) Step four (4): If the unacceptable conduct or poor performance continues or reoccurs, the employee will be dismissed with just cause.

Management will ensure copies of all disciplines are provided to the Shop Steward or a representative from the union.

Despite the disciplinary procedure set out in this section, the employer reserves the right, with just cause, to vary the step process and to initiate the process at any step up to and including immediate dismissal. The Union retains the right to grieve the application of the progressive discipline policy.

The period of time that has passed since the last disciplinary infraction will be taken into account in determining the appropriate level of discipline for subsequent infractions.

The employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

- 16.03 Just Cause:** The Employer shall not dismiss or discipline an employee except for just and reasonable cause. In all cases of dismissal and discipline the burden of proof of just cause shall rest with the Employer. Notice of dismissal or suspension shall be in writing and shall set forth the reasons for the dismissal or suspension.
- 16.04 Employee Personnel File:** A copy of any formal discipline report to be entered on an employee's file will be given to the employee.

Subject to giving advance notice, an employee will have full access to their personnel file upon written request to the Human Resources department, within three (3) days of the request. With written authority of the employee, the Union or their designate, will be entitled to review an employee's personnel file, exclusive of employee references. If the file cannot be shared digitally and must be reviewed at the Cowichan Tribes' physical worksite, the file will be made available for review at a mutually agreed to time and location. A designated management representative may be in attendance at this review.

Employees will be advised in writing of any additions or deletions to their personnel file.

- 16.05 Joint Labour Management:** Cowichan Tribes and union representatives are encouraged to raise concerns, questions, and issues with the other party as they arise to solve issues prior to matters becoming a grievance.

It is agreed that Joint Labour Management meetings will be held on a regular basis, at least twice per year, involving an equal number of Cowichan Tribes and union representatives to a maximum of two (2) employee representatives and two (2) Employer representatives.

The purpose of these meetings is to promote a harmonious relationship between management and employees, and the expectation is for a good faith discussion related to matters in the workplace.

The taking of meeting minutes will alternate between the Cowichan Tribes representatives and union representatives.

SECTION 17 – Grievance Procedure and Arbitration

- 17.01 Grievance Procedure:** The Employer and the Union recognize that grievances may arise concerning differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration; or the dismissal, discipline, or suspension of an employee bound by this agreement.
- (a) Step one (1): In the first step of the grievance procedure, every effort shall be made to settle the dispute with the employee's immediate supervisor. The employee shall discuss the issue with their immediate supervisor within ten (10) working days after the circumstances giving rise to the grievance. The aggrieved employee shall have the right to have a steward present at such a discussion, and the Human Resources department may provide support during the discussion. If the dispute is not resolved, the aggrieved

employee may submit a written grievance, through the Union steward, to the Human Resources department to Step 2 of the grievance procedure within ten (10) working days of the Step one discussion, or on a date mutually agreed upon between the Cowichan Tribes and the Union. When the aggrieved employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance, but shall submit the grievance through another steward or Union staff representative.

- (b) Step two (2): If a satisfactory settlement cannot be reached or if the party on whom the grievance has been served fails to respond or meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration, such Board to be established in the manner provided in Section 17.02 (Board of Arbitration) of this Agreement.

Grievances regarding suspension or termination shall be submitted by the Union to the employer within ten (10) working days of the event giving rise to the grievance, must be presented in writing, and shall clearly set forth the grievance and the contentions of the aggrieved party.

Timelines in this section may be extended based on exception and extenuating circumstances.

17.02 Board of Arbitration: The Board of Arbitration shall be composed of a mutually agreeable single Arbitrator.

Grievances submitted to the Arbitrator shall be in writing and shall clearly specify the nature of the issue.

In reaching a decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify, or alter this Agreement in any of its parts, but may, however, interpret its provisions.

The findings and decision of the Arbitrator shall be binding and enforceable on the parties.

Each party shall pay one-half of the fees and expenses of the Arbitrator.

SECTION 18 - Occupational Health and Safety, Harassment

18.01 Joint Health and Safety Committee: The Union is entitled to appoint a maximum of two (2) representatives to participate in the Cowichan Tribes Joint Health and Safety Committee.

18.02 Shared Responsibility: Cowichan Tribes, the Union and each employee have a shared responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of employees.

18.03 Unsafe Work: An employee may exercise their right to refuse to do unsafe work, pursuant to Section 3.12 of the Occupational Health and Safety Regulations. An employee must not be subject to discriminatory or disciplinary action pursuant to Section 3.13 (1) of the Occupational Health and Safety Regulations.

18.04 Workplace Violence/Incident Reporting: Employees who, in the course of their duties, may be exposed to violence or aggressive conduct, at their request or as required, will receive training at the Employer's expense in recognizing and handling such episodes.

The Employer will provide the employee with pertinent information relative to the potential for experiencing violence, physical aggression, and/or verbal abuse within any particular workplace.

Immediate defusing, debriefing and, where deemed appropriate by a qualified medical practitioner, post-traumatic counselling for individuals who have been exposed to violence including physical assault, will be made available to employees by qualified outside practitioners where such services are available at no cost to the Employer.

If an employee is involved in any type of occupational injury/illness, they must report the situation within twenty-four (24) hours to their immediate Supervisor and provide details in writing within legislated timelines. In all cases, the incident report must be forwarded to the Human Resources department who will notify, if required, to the B.C. Health and Safety authority. The Employer will post all relevant contact information for WorkSafe BC and any other critical incident reporting lines.

Transportation to and from the nearest physician and/or hospital for an employee requiring medical care as a result of an on-the-job accident or injury while carrying out normal duties shall be provided or paid for by the Employer.

18.05 Protective Clothing and Supplies: Cowichan Tribes will supply protective clothing supplies as required by WorkSafe BC. Cowichan Tribes will maintain a sufficient level of disinfectant, face masks, and other needed supplies, to be used in the event of a Provincially Declared Health Emergency. Safety clothing and personal protective equipment provided by Cowichan Tribes are the sole property of Cowichan Tribes.

Cowichan Tribes will provide PPE to all staff performing on-site work, including face masks. Face mask quality will follow the guidelines set by the Federal government, which may be subject to change. In the event the Federal government has not set guidelines on mask quality, the parties will agree to follow guidelines set by other acclaimed health organizations such as the BC Centre for Disease Control.

18.06 Medical Examinations: Employees may be required to receive a medical examination or immunization before being employed in certain positions. Where required by the specific position, receiving immunizations and passing such examinations will be a prerequisite of employment, subject only to the duty to accommodate.

18.07 Harassment and Violence Prohibited: Cowichan Tribes and the Union recognize the rights of employees to a work environment free of harassment and violence.

In accordance with applicable legislation and the principles of Snuw'uyulh, Cowichan Tribes seeks to foster a safe work environment which demonstrates respect and safety for all employees.

Cowichan Tribes will not tolerate harassment of or violence towards its employees by:

(a) Another Employee; and/or

- (b) Non- employee; and/or
- (c) Elected officials.

Complaints requiring investigation will be conducted in a neutral, objective, fair, thorough manner in accordance with the procedure set out in Section 20 (Investigations).

No retaliation or reprisals will be tolerated against any individual who, in good faith, reports or participates in the investigation of any incident of alleged harassment and/or violence.

18.09 Harassment and Violence Defined: Harassment and violence in the workplace can be any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation or other physical or psychological injury or illness to an employee, including any prescribed action, conduct or comment.

The workplace refers to any location where an employee is performing their work.

Harassment can include, but is not limited to, an employee engaging in:

- (a) Any action, conduct or comment that is against a person because of that person's race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability, or any of the other prohibited grounds that are listed in the Canadian Human Rights Act.
- (b) Any unwanted and inappropriate physical contact, obscene humour including sexual innuendos or suggestive comments.
- (c) Any unwanted and inappropriate or persistent invitations, gifts, messages, calls or requests, including of a sexual nature.
- (d) Displaying offensive materials, whether oral, written, printed, or graphically depicted.
- (e) Any unwanted remarks about a person's body, clothing, or appearance.
- (f) Misusing authority to create hardship for an employee including restricting information or setting impossible deadlines that will lead to failure, blocking application for leave, training, or promotion.
- (g) Stalking and/or using workplace resources (such as work email, phone, computer, etc.) to stalk or intimidate another person.
- (h) Verbal attacks, yelling, screaming, or using profanity in a manner that is hostile, aggressive, or malicious.
- (i) Bullying, threatening or intimidation.
- (j) Vandalizing, hiding, or tampering with personal belongings or work equipment to impede another employee's work.
- (k) Malicious gossiping, false rumours, blaming others, or offensive joking.
- (l) Humiliating, ridiculing, taunting, or negative labelling.
- (m) Name-calling, shaming, or social isolation/shunning.

Violence can include, but is not limited to:

- (a) Hitting, kicking, biting, punching, spitting, scratching, squeezing, and pinching.
- (b) Battering and homicide.
- (c) Swearing or shouting in an offensive manner.
- (d) Verbal abuse.
- (e) Attack with any type of weapon.
- (f) Contact of a sexual nature, and
- (g) Sexual assault.

SECTION 19 – Miscellaneous

19.01 Uniforms and Dress Code: When conducting business on behalf of Cowichan Tribes, employees must wear safe, and appropriate clothing, footwear, and accessories.

Employees will ensure that safety or personal protective clothing and/or equipment is used as required.

Should the Employer require a particular position to wear a uniform the uniforms shall be provided to the employee at no cost and cleaned and maintained at the Employer's expense.

19.02 Employee Travel: Employees may be required to travel as part of the duties of their employment. Employees who are required to use their own vehicles in the ordinary course of performing their work duties shall receive a mileage reimbursement for all business-related mileage at the automobile allowance rates set out in the Finance Department Travel policy, or the rates set by the Canada Revenue Agency, whichever is greater.

Employees required to travel for work related purposes as approved by their immediate supervisor will be eligible for expense reimbursement as set out in the Finance Department travel policy. All travel claims must be submitted within a reasonable period upon completion of the travel, and no later than thirty (30) days after the date of return and must be accompanied by original supporting documentation/receipts. If reimbursement is made by another agency, copies of the claim and reimbursement must be submitted with the Cowichan Tribes expense claim. Travel time and expenses related to commuting from home to or from Cowichan Tribes worksite is not eligible for reimbursement.

Employees required to travel from work to an employment-related destination during regular business hours will be considered to be performing their regular employment duties and will not receive overtime for such travel.

Employees required to escort clients outside of the employee's regularly scheduled work hours will be considered to be on overtime, and overtime rates will apply.

Employees who are required to leave the area for business reasons or who are required to be absent overnight from their homes may be eligible for a travel advance.

Travel advance requests must be submitted in writing no less than five (5) working days before the travel date. Upon completion of the travel, a reconciling travel claim must be submitted. The employee must account for any difference between the travel advance received and actual expenses incurred. Where the difference is in the employee's favour, the employee will be reimbursed. Where the difference is in the Employer's favour, the employee will either repay the Employer or the difference will be deducted from accounts payable.

Employees using their own vehicles more than six (6) times per calendar month on employer business must ensure that they have the proper insurance coverage. If an employee is expected to use their own vehicle on employment related business more than six times per calendar month, the employer, upon proof of insurance will pay the difference between 'to and from work' and 'business' insurance.

19.03 Meal Allowance: Employees on the Employer's business away from their worksite or out of their region with the approval of the Employer, shall be entitled to reimbursement for meal expenses as outlined in the Finance Department Travel Policy. This article shall not apply to employees who, on a day-to-basis, do not work in a fixed location.

19.04 Use of Employer Owned/Leased/Rented Vehicles: Annually, and no later than the first of February, the Director and/or Manager will review their department's fleet list and insurance coverage with the Finance department and ensure that an appropriate level of Public Liability Insurance covers all employer owned/leased/rented vehicles.

The employer will pay for the maintenance and operation of all its owned/leased/rented vehicles. All services such as maintenance, including fuel purchases, must be authorized through the Director and/or Manager and all receipts must be provided.

Only authorized employees holding a valid British Columbia Driver's License in the required classification are allowed to operate employer owned/leased/rented vehicles. The employee is responsible for providing a current copy of their license and driving abstract to their immediate supervisor and Human Resources department, and to update it annually.

On an annual basis, Directors and/or Managers will review all Drivers' Licenses and driving abstracts for the employees who are required to maintain one for the purposes of their job duties and ensure they are maintained at the appropriate classification.

An employee whose job duties include operating a vehicle will maintain the required valid British Columbia Driver's License as part of the term and conditions of their employment. An employee who is required to maintain their Driver's License and who loses their Driver's License and/or has restrictions imposed on their Driver's License will immediately notify their immediate supervisor. The immediate supervisor will then notify the Director and/or Manager of the license loss and/or restriction, who will consult the Human Resources department. If an employee fails to report the loss and/or restriction of their Driver's License, they may be subject to disciplinary action.

An employee who has operated an employer owned/leased/rented vehicle with negligence, as determined by the employer's insurer, the employee will be responsible for any damages incurred. All driving infractions, convictions, and parking tickets are the sole responsibility of the employee operating the vehicle.

The use of employer owned/leased/rented vehicles and any other equipment is restricted to the job duties of the employee. Employees will not use employer owned/leased/rented vehicles for personal purposes unless proper authorization from the Director and/or Manager has been granted.

19.06 Personal Property Damage: Where an employee's vehicle is damaged in the course of performing their duties, the Employer shall reimburse the lesser of the actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of (\$500.00). No reimbursement shall be paid in those cases where the damage was sustained as a result of the employee's actions.

19.07 Tools and Supplies: The Employer is to provide and maintain all tools and equipment required to perform job-related duties.

All employees must protect and care for all property entrusted to them by the employer. All employees must report any equipment that requires repair or maintenance to their immediate supervisor. All employees must report any Cowichan Tribes property that is lost or misplaced to their immediate supervisor immediately upon becoming aware of the loss.

19.08 Staff Meetings: Employees who are required to attend staff meetings shall be paid their appropriate rate of pay.

19.09 Work Loads: It is expected that employees should be able to complete their assigned work during their regularly scheduled hours, and that overtime will not be required on a regular basis to complete their assigned work.

Concerns regarding workload should be raised at the earliest opportunity with the employee's immediate supervisor. Managers are responsible for addressing workload issues as they arise.

19.10 Strike or Lock Out: The Parties shall have the right to effect a legal strike or lockout in accordance with the provisions of the Canada Labour Code, with the exception of essential service work, including the following programs, or as determined in accordance with the Canada Labour Code:

- Lalum'utul Smun'eem - Child safety team
- Lulumexun - security guardians (justice and environment)
- Ts'ewulhtun - medical transportation
- Suh'lween - Elders program
- Suh'lween - Elders kitchen
- Hwialusmutul' - Healthy Families with the exception of research positions
- Kwun'atsustul - Counselling Services

SECTION 20 - Investigations

20.01 Principles: Investigations will be conducted with principles of neutrality, objectiveness, fairness, thoroughness, and timeliness.

20.02 Process: When the Human Resources department determines an investigation is needed to address a formal Complaint, the following steps will be taken:

- 1) The Human Resources Director will assign one or more Human Resources Advisor(s) as the investigator(s). The Human Resources Director may assign themselves as an investigator.
- 2) Once a complaint is received, the Employer will acknowledge receipt within seven (7) days and conduct the ensuing investigations in a timely manner.
- 3) The complainant(s) will receive a formal letter acknowledging receipt of their complaint. They will be informed of the investigation process.
- 4) The respondent(s) will receive a formal letter informing them of the allegation(s) being made against them. They will be informed of the investigation process.
- 5) Interviews will be conducted individually with the complainant(s), the respondent(s), and any relevant witness(es) identified throughout the investigation. All participants will be treated in an impartial and objective manner.

- 6) The investigator(s) will review the complaint and all additional materials gathered from the complainant(s), respondent(s) and witness(es). All information will be treated in an impartial and objective manner.
- 7) All evidence gathered will be taken into account where the investigator will make findings of fact to determine whether the complaint is substantiated
- 8) The employer will determine what actions, if any, will be taken.
- 9) The outcome of the investigation will be provided to the parties in writing within fourteen (14) days upon conclusion of the complaint.

The employer reserves the right to modify the investigation process as deemed necessary.

20.03 Confidentiality: All parties involved in an investigation are expected to maintain confidentiality and are required to not discuss the investigation with anyone other than the investigator(s). A confidentiality agreement will be signed by all participants, including any support person(s). A breach of confidentiality during the investigation process will be considered serious and disciplinary action may be taken.

Information provided to the investigator(s) will be kept confidential with the following exceptions:

- a) It may be disclosed to the respondent(s) to enable them to respond to the allegation(s) against them;
- b) It may be shared with the immediate supervisor, Director and/or Manager, and the General Manager, to enable them to fulfill their duties when required, unless they have been identified as the respondent in the complaint;
- c) Otherwise as required by law.

20.04 Reprisal: All individuals who participate in an investigation process are entitled to be free from reprisal. Should any employee feel they are experiencing negative repercussions as a result of their participation in the investigation process, they must bring forward the concern to the investigator(s).

20.05 Shop Steward/Witness/Support Person: All participants who are required to attend an interview with the investigator are entitled to a Shop Steward or witness of their choice to support the person during their meeting. A support person cannot be an individual who is already a participant or may become a participant in the investigation. The support person's role is to support the emotional wellbeing of the participant. The Shop Steward shall be entitled to participate in the investigation.

All employees involved in an investigation are entitled to access support at any time from the Employee Assistance Program.

20.06 Respondent Rights: An employee against whom a complaint is lodged (the respondent) has the following rights:

- a) To be presented with a written summary of the allegations and afforded an opportunity to respond to them during their interview with the investigator(s); and
- b) To ensure that any complaint or related information will be excluded from their personnel record unless and until the complaint is determined to be valid and disciplinary action is taken.

20.07 Conclusion: The Human Resources department will be responsible for recommending any disciplinary action required as a result of the findings of an investigation.

The complainant will be informed in writing of the results of the investigation. They will not be entitled to know what disciplinary action, if any, was taken with the respondent.

The respondent will be informed in writing of the results of the investigation, including any subsequent disciplinary action. Disciplinary action as a result of the findings of the investigation will be placed on the respondent's personnel record.

Any witnesses who participate in an interview are not entitled to be kept informed throughout the investigation process or be notified of the results of the investigation.

A Shop Stewards and/or Union designate who participates in an interview or investigation shall be entitled to be kept informed throughout the investigation process and be notified of the results of the investigation.

SECTION 21 - Expiration and Renewal

21.01 Duration: The parties agree that the term of this agreement shall come into effect on the date of ratification June 15, 2022 and will expire on June 30, 2024.

21.02 Notice to Bargain: This agreement may be opened for collective bargaining by a duly authorized representative of the Employer or the Union giving written notice to the other party on or after four (4) months prior to the expiry of this Agreement. Where no notice is given by either party prior to the expiry of this Agreement, both parties shall be deemed to have given notice under this Section on the date of one (1) month after the expiry of this Agreement, and thereupon Section 21.02 applies.

21.03 Commencement of Bargaining: Where a party to this Agreement has given notice under Section 21.02, the parties shall, within thirty (30) calendar days after the notice was given, commence collective bargaining.

21.04 Change in Agreement: This Agreement may be changed at any time during the life of this Agreement by written mutual agreement of the parties.

21.05 Agreement to Continue in Force: Both parties shall comply with the terms of this Agreement during the period of collective bargaining and until a new Collective Agreement is signed by the parties, without prejudicing the position of the new or revised agreement in making any matter retroactive in such revised agreement. Notwithstanding the foregoing, the Parties shall have the right to effect a legal strike or a legal lockout, as the case may be.

21.06 Effective Date of Agreement: The provisions of this agreement shall come into force and effect on the date of ratification of this Agreement.

SIGNED THIS 9 DAY OF August, 2023.

FOR THE UNION
UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 1518

FOR THE EMPLOYER
COWICHAN TRIBES



Kim Novak, President



Dana Thorne, CAO
a/CAO

APPENDIX “A” – Wage Scale

All members of the bargaining unit will move up a step on the wage scale every year on their anniversary date with Cowichan Tribes.

Cowichan Tribes is committed to the principle of wage parity with like positions with other employers in British Columbia in order to recruit and retain the most qualified employees to deliver the highest quality services to its members and community.

During the term of the Collective Agreement, if approval for additional funding for wages is obtained, the Union and Cowichan Tribes will meet to discuss allocation of the additional funding to increase wage rates as soon as possible.

Cost of Living Increase

In the event that Cowichan Tribes increases the rates of pay in accordance with the cost of living, this increased rate shall be applied to each bargaining unit employee's rate of pay and to each step on the wage scales.

APPENDIX “A” – Wage Scale

**APPENDIX “A”
Wage Scale**

Step	PROFESSIONAL GRID - 2023 WITH 5% COLA (RATES)													
	1		2		3		4		5		6		7	
1	\$15.13	\$27,537.51	\$15.58	\$28,359.24										
2	\$15.89	\$28,913.43	\$16.35	\$29,754.27	\$16.85	\$30,671.55								
3	\$16.67	\$30,346.68	\$17.18	\$31,263.96	\$17.69	\$32,200.35	\$18.23	\$33,174.96						
4	\$17.51	\$31,875.48	\$18.03	\$32,811.87	\$18.57	\$33,805.59	\$19.13	\$34,818.42	\$19.71	\$35,869.47	\$20.31	\$36,958.74	\$20.92	\$38,067.12
5	\$18.39	\$33,461.61	\$18.94	\$34,474.44	\$19.51	\$35,506.38	\$20.09	\$36,557.43	\$20.69	\$37,646.70	\$21.32	\$38,793.30	\$21.96	\$39,959.01
6	\$19.31	\$35,143.29	\$19.89	\$36,194.34	\$20.48	\$37,264.50	\$21.09	\$38,391.99	\$21.74	\$39,557.70	\$22.39	\$40,742.52	\$23.05	\$41,946.45
7	\$20.29	\$36,920.52	\$20.88	\$38,009.79	\$21.50	\$39,137.28	\$22.16	\$40,322.10	\$22.82	\$41,526.03	\$23.51	\$42,787.29	\$24.21	\$44,067.66
8	\$21.28	\$38,735.97	\$21.92	\$39,901.68	\$22.58	\$41,086.50	\$23.27	\$42,347.76	\$23.96	\$43,609.02	\$24.69	\$44,927.61	\$25.41	\$46,246.20
9	\$22.35	\$40,685.19	\$23.02	\$41,889.12	\$23.71	\$43,150.38	\$24.42	\$44,449.86	\$25.16	\$45,787.56	\$25.91	\$47,163.48	\$26.69	\$48,577.62
10	\$23.49	\$42,749.07	\$24.19	\$44,029.44	\$24.91	\$45,328.92	\$25.65	\$46,685.73	\$26.44	\$48,118.98	\$27.22	\$49,533.12	\$28.04	\$51,023.70
11	\$24.64	\$44,851.17	\$25.39	\$46,207.98	\$26.17	\$47,622.12	\$26.93	\$49,017.15	\$27.74	\$50,488.62	\$28.58	\$52,017.42	\$29.43	\$53,565.33
12	\$26.44	\$48,118.98	\$27.22	\$49,533.12	\$28.04	\$51,023.70	\$28.89	\$52,571.61	\$29.76	\$54,157.74	\$30.64	\$55,762.98	\$31.55	\$57,425.55
13	\$27.75	\$50,507.73	\$28.58	\$52,017.42	\$29.44	\$53,584.44	\$30.33	\$55,208.79	\$31.24	\$56,852.25	\$32.17	\$58,553.04	\$33.14	\$60,311.16
14	\$29.14	\$53,030.25	\$30.01	\$54,616.38	\$30.92	\$56,278.95	\$31.85	\$57,960.63	\$32.79	\$59,680.53	\$33.77	\$61,457.76	\$34.80	\$63,330.54
15	\$30.61	\$55,705.65	\$31.51	\$57,349.11	\$32.47	\$59,088.12	\$33.43	\$60,846.24	\$34.44	\$62,680.80	\$35.47	\$64,553.58	\$36.54	\$66,502.80
16	\$32.13	\$58,476.60	\$33.09	\$60,215.61	\$34.08	\$62,031.06	\$35.11	\$63,903.84	\$36.15	\$65,795.73	\$37.24	\$67,783.17	\$38.36	\$69,808.83
17	\$33.73	\$61,381.32	\$34.74	\$63,234.99	\$35.78	\$65,126.88	\$36.87	\$67,095.21	\$37.98	\$69,120.87	\$39.10	\$71,165.64	\$40.28	\$73,305.96
18	\$35.42	\$64,458.03	\$36.49	\$66,407.25	\$37.58	\$68,394.69	\$38.70	\$70,439.46	\$39.87	\$72,560.67	\$41.07	\$74,739.21	\$42.29	\$76,975.08
19	\$37.19	\$67,687.62	\$38.31	\$69,732.39	\$39.46	\$71,815.38	\$40.65	\$73,974.81	\$41.85	\$76,172.46	\$43.11	\$78,465.66	\$44.40	\$80,816.19
20	\$39.05	\$71,070.09	\$40.23	\$73,210.41	\$41.42	\$75,388.95	\$42.67	\$77,663.04	\$43.95	\$79,994.46	\$45.27	\$82,383.21	\$46.63	\$84,867.51
21	\$41.00	\$74,624.55	\$42.23	\$76,860.42	\$43.49	\$79,153.62	\$44.81	\$81,561.48	\$46.15	\$83,988.45	\$47.53	\$86,510.97	\$48.96	\$89,109.93
22	\$43.05	\$78,351.00	\$44.34	\$80,701.53	\$45.68	\$83,128.50	\$47.04	\$85,612.80	\$48.46	\$88,192.65	\$49.91	\$90,829.83	\$51.41	\$93,562.56
23	\$45.20	\$82,268.55	\$46.57	\$84,752.85	\$47.95	\$87,275.37	\$49.40	\$89,912.55	\$50.87	\$92,587.95	\$52.40	\$95,358.90	\$53.98	\$98,244.51
24	\$47.47	\$86,396.31	\$48.90	\$88,995.27	\$50.36	\$91,651.56	\$51.87	\$94,403.40	\$53.42	\$97,231.68	\$55.02	\$100,136.40	\$56.68	\$103,155.78

APPENDIX “B” – Benefits Plan Summary

Pension

Optional Enrolment

Contribution amounts: 2-5% of your annual salary

- Additional contributions allowed (ie. \$50 per pay period) Cowichan Tribes matches your contribution up to 5%

Cannot be cancelled once enrolled

Dental

100% Basic dental

80% Major dental

\$2,000.00 annual limit per family member

Annual Deductible: \$25.00 Single or \$50.00 Family Orthodontics: 50%

\$2,000 lifetime limit

Extended Health

The following benefits are covered at 100% - unlimited per family member unless otherwise specified

Miscellaneous Medical Expenses

Private Duty Nursing – \$5,000 annual limit Hearing Aids

- \$1,000 every three (3) years Prescription Drugs

Medical Supplies and Devices

Medical forms & lab test not covered by BC Medical - \$200/annual

The following benefits/services are covered at 100% with a \$1,000 annual limit per family member:

Speech therapy, Massage therapy, Chiropractic services, Naturopathic services, Osteopathic services, Podiatrist services, Acupuncture, Psychological services, Psychiatric services, Orthotics, Orthopedic services, and Physiotherapy.

Vision

\$1,000 every two (2) years

\$160 eye exam

Travel – up to the age of 70

100% coverage per family member

Up to 30 days per trip – unlimited number of trips per year

\$2,000,000 coverage per trip

Stop Loss

\$3,000 deductible per illness or injury Coverage is per family member

Short Term Disability

Zero-day wait for an injury or hospitalization. If hospitalized and having to stay over 24 hours, benefits are payable from the first day of hospitalization– 7 days wait for illness – 26 weeks maximum benefit period. 66.7 % of weekly salary to a maximum of \$800

Termination of benefit at the earlier of the employee's retirement or attainment of age 65

Employee's Life Insurance

Two (2) times the annual income

Reduction of benefits at 50% at the age of 65

Maximum amount \$150,000 if the employee is less the 65 Maximum amount

\$75,000 if the employee is 65 but less than 70

Termination of benefit at the earlier of the employee's retirement or attainment of age 70

Dependents' Life Insurance

\$10,000 for spouse

\$5,000 for each child from birth

Termination of benefit at the earlier of the employee's retirement or attainment of age 70

Accidental Death and Dismemberment Protection

Two (2) times the annual income

Reduction of benefits at 50% at the age of 65

Maximum amount \$150,000 if the employee is less the 65 Maximum amount

\$75,000 if the employee is 65 but less than 70

Termination of benefit at the earlier of the employee's retirement or attainment of age 70

Long Term Disability

Benefits amount 66.67% of monthly income Maximum

benefit \$4,000

Elimination period 180 days after 26 weeks of weekly income. Maximum

Benefit period – participant's attainment of age 65

Termination of the benefit at the earlier of the employee's retirement or attainment of age 64 ½.

Critical Illness

\$10,000 coverage for plan member

Termination of the benefit at age 65

INDEX

A

Accidental Death and Dismemberment
Protection · 42
Acting Pay · 16
Administration · 5
Advance Notice · 15

B

Bereavement Leave · 20
Birth Support Leave with Pay · 24
Board of Arbitration · 30
Breaks · 8
Bumping · 14

C

Call-In Shifts · 8
Chief and Council · 6
Commitment to Culture and Language · 2
Compassionate Care Leave · 21
Court Leave · 25
Cowichan Syuwun Leave with Pay · 21
Critical Illness · 42
Critical Illness Leave · 21

D

Dental · 41
Dependents' Life Insurance · 42
Discipline Meeting · 28
Discipline Policy · 28
Disciplines · 28
Discrimination for Union Activity · 5

E

Election Days · 10
Employee Definition · 7

Employee Duties · 6
Employee Personnel File · 29
Employee Selection · 12
Employee Travel · 33
Employee's Life Insurance · 42
Employer Conduct · 6
Employment Conditions · 5
Expiration and Renewal · 37
Extended Health · 41

F

Family Violence · 24
Future Legislation · 2

G

General Provision · 5
Grievance Procedure and Arbitration · 29

H

Harassment and Violence Defined · 32
Health and Dental Benefits · 18
Health and Wellness · 18
Hiring and Transfers · 11
Hours of Work · 7

I

Interval Between Shifts · 9
Investigations · 35

J

Joint Labour Management · 29

L

Layoff and Recall · 14

Leave for Traditional Indigenous Practices · 25
Long Term Disability · 42

M

Management Rights · 5
Maternity and Parental Leave Top- Up · 24
Maternity Leave · 22
Meal Allowance · 34
Medical Examinations · 31
Membership · 3
Military Leave · 26
Minimum Daily Pay · 9

N

No Other Agreement · 3

O

Occupational Health and Safety, Harassment ·
30
Office Closure · 9
Other Leave without Pay · 26
Overtime · 9

P

Parental Leave · 23
Pay Advances · 17
Pay Periods · 17
Pension · 19, 41
Personal Leave · 20
Personal Property Damage · 34
Picket Lines · 5
Preamble · 1
Preference to Cowichan Tribes Members · 2
Premiums · 16
Probationary Period · 5
Professional Development and Training · 26
Professionalism · 6
Promotion · 13
Protective Clothing and Supplies · 31
Purpose of Agreement · 1

R

Recall · 15
Recording Hours of Work · 8
Requesting Time Off · 8
Rights Instruments · 2

S

Schedule · 8
Seniority · 11
Shared Cost · 18
Shop Stewards · 4
Short Term Disability · 42
Sick Leave · 19
Staff Meetings · 35
Statutory Holidays · 10
Stop Loss · 42
Strike or Lock Out · 35

T

Temporary Assignments · 13
Tools and Supplies · 34
Transfer · 12

U

Uniforms and Dress Code · 33
Union Board · 3
Union Decal · 3
Union Dues · 3
Union Leave · 3
Union Recognition · 2
Union Shop · 2
Union Visits · 4

V

Vacation · 17
Vehicles · 34
Vision · 41

W

Wage Scale · 39, 40, 41

Wages · 16

Work Environment · 6