

AGREEMENT

**Corporation of the Township of
Esquimalt**

and

**Canadian Union of Public Employees
Local 374**

January 1, 2020 - December 31, 2021

ARTICLE 1, DEFINITIONS	6
1.01 Party.....	6
1.02 Employee	6
1.03 Bargaining Unit.....	6
1.04 Regular Full-Time Employee.....	7
1.05 Regular Part-Time and Seasonal Employee	7
1.06 Auxiliary Employee.....	7
1.07 Probationary Employee.....	7
1.08 Regular Part-Time and Regular Seasonal Employee Benefits.....	8
1.09 Auxiliary Employee Terms and Conditions of Employment.....	8
1.10 Inside Staff	11
1.11 Outside Staff	11
1.12 Continuous Operations.....	11
1.13 Call Out	11
1.14 Plural Terms.....	11
ARTICLE 2, UNION RECOGNITION	11
ARTICLE 3, MANAGEMENT RIGHTS	11
ARTICLE 4, NO OTHER AGREEMENTS	11
ARTICLE 5, NO STRIKES OR LOCKOUTS	11
ARTICLE 6, UNION SECURITY AND CHECK-OFF	12
6.01 Union Membership	12
6.02 Union Dues	12
6.03 Dues Receipts.....	12
6.04 Record of Employment on Termination.....	12
ARTICLE 7, NO DISCRIMINATION	12
ARTICLE 8, NEW EMPLOYEES.....	13
8.01 Copies of Agreement.....	13
8.02 Notification to the Union	13
ARTICLE 9, UNION-MANAGEMENT COMMITTEE	13
ARTICLE 10,.....	14
ARTICLE 11, CORRESPONDENCE.....	14
ARTICLE 12, GRIEVANCE PROCEDURE	14
12.01 Definition	14
12.02 Procedure.....	14
12.03 Extension of Time Limits	15
12.04 Policy Grievances.....	15
12.05 Deviation from the Grievance Procedure	15
ARTICLE 13, ARBITRATION PROCEDURE	15
13.01 Appointment of an Arbitrator or Arbitration Board.....	15
13.02 Powers of Arbitration Board	16
13.03 Cost of Arbitration.....	16
13.04 Expedited Arbitration	16
ARTICLE 14, SENIORITY	17
14.01 Definition	17
14.02 Probationary Period.....	17
14.03 Auxiliary Employee Seniority.....	18

14.04	Seniority Lists	18
14.05	Loss of Seniority.....	18
14.06	Transfer Out of Bargaining Unit.....	19
ARTICLE 15	POSTING AND FILLING OF VACANCIES	19
15.01	Posted Vacancies.....	19
15.02	Factors Considered in Filling Posted Vacancies	20
15.03	Applications by Auxiliary Employees	21
15.04	Appraisal Period.....	21
15.05	Disclosure of Documents	21
ARTICLE 16	LAYOFFS, RECALL AND BUMPING.....	22
16.01	Definition	22
16.02	Layoff Order	22
16.03	Bumping Rights.....	22
16.04	Notice of Layoff	23
16.05	Bumping/Layoff Appraisal Period	23
16.06	Severance Pay.....	23
16.07	Recall List.....	24
16.08	Recall Rights	24
16.09	Recall Procedures.....	25
16.10	Status While on Recall List.....	26
16.11	Temporary Layoffs or Work Stoppages.....	26
16.12	Special Placement.....	26
16.13	Placement of Surplus/Redundant Regular Employees.....	26
ARTICLE 17	HOURS OF WORK	27
17.01	Work-Day	27
17.02	Work Week.....	28
17.03	Continuous Operations.....	28
17.04	Irregular Schedules	29
17.05	Staggered Hours	29
17.06	Rest Periods.....	29
17.07	Reporting Pay	29
ARTICLE 18	OVERTIME	29
18.01	Overtime Rates	29
18.02	Standby	30
18.03	Call Out	31
18.04	TOIL and Accrued Compensation Banks	31
ARTICLE 19	SHIFT DIFFERENTIAL	32
ARTICLE 20	SALARIES/WAGES AND ALLOWANCES	33
20.01	Schedules "A" & "B"	33
20.02	Salary Increments	33
20.03	Bi-weekly Pay.....	33
20.04	Service Pay	33
20.05	Pay While Relieving in a Higher Rated Position	33
20.06	Labourer II.....	34
20.07	Premium Pay.....	34
20.08	First Aid Allowance.....	35

20.09	Tool Allowance	35
ARTICLE 21, ANNUAL VACATIONS		36
21.01	Entitlement	36
21.02	Calendar Year	36
21.03	Prorated Adjustment.....	36
21.04	Termination of Employment	37
ARTICLE 22, STATUTORY HOLIDAYS		37
22.01	Entitlement	37
22.02	Statutory Holidays Falling During Annual Vacation	37
22.03	Work on a Statutory Holiday.....	37
ARTICLE 23, SICK LEAVE		37
23.01	Definition	37
23.02	Entitlement	37
23.03	Proof of Illness	38
23.04	Sick Leave Accrual.....	38
23.05	Sick Leave Payout.....	39
23.06	Subrogation.....	39
23.07	Sick Leave During Vacation	39
23.08	Personal, Emergency and Family Leave.....	39
23.09	Funeral Leave While on Vacation.....	40
23.10	Medical Appointments.....	40
ARTICLE 24, EFFECT OF ABSENCE ON SICK LEAVE, VACATIONS AND STATUTORY HOLIDAYS		40
ARTICLE 25, JOB EVALUATION.....		41
25.01	Job Descriptions.....	41
25.02	Employee Requested Pay Reviews	41
25.03	Determining Rate of Pay for New or Changed Jobs.....	41
25.04	Disclosure to the Union	42
25.05	Dispute Resolution	42
25.06	Implementation of Results.....	42
25.07	Job Evaluation Plan Part of Collective Agreement.....	42
25.08	Positions to be Posted.....	42
25.09	Salary Protection.....	43
ARTICLE 26, MATERNITY AND PARENTAL LEAVE.....		43
26.00	Definitions	43
26.01	Length of Leave	43
26.02	Notice Requirements and Commencement of Leave.....	44
26.03	Return to Work	44
26.04	Sick Leave.....	44
26.05	Benefits	45
26.06	Supplementary Employment Insurance Benefits.....	45
26.07	Seniority	46
ARTICLE 27, LEAVE OF ABSENCE FOR UNION OFFICIALS		46
27.04	Emergency Union Business	47
27.05	Leave for Full-time Union Duties	47
ARTICLE 28, JURY OR COURT WITNESS DUTY.....		47

ARTICLE 29, FUNERAL LEAVE	48
29.01 Entitlement	48
29.02 Immediate Family	48
ARTICLE 30, GENERAL LEAVE	48
30.02 Benefit Trust Leave	48
ARTICLE 31, BENEFITS PLANS	49
31.01 Medical Services Plan and Extended Health Benefits	49
31.02 Dental Plan	49
31.03 Group Life Insurance	50
31.04 Effective Date of Benefit Coverage	50
31.05 Maintenance of Benefit Coverage	50
31.06 Same Sex Relationships	51
31.07 Municipal Pension Plan	51
31.08 Death Benefits	51
31.09 Long Service Pay	52
31.10 Long Term Disability Plan	53
31.11 Survivor Benefit	55
31.12 Employee and Family Assistance Plan	55
ARTICLE 32, OCCUPATIONAL HEALTH AND SAFETY	55
32.01 Mutual Co-operation	55
32.02 Hazardous Substances	55
32.03 Occupational Health and Safety Committee	55
32.04 Clothing	56
32.05 Boots	56
32.06 Immunization	56
ARTICLE 33, CONTRACTING OUT	56
ARTICLE 34, SUB-CONTRACTORS	56
ARTICLE 35, LEAVE OF ABSENCE	56
ARTICLE 36, DISCIPLINE AND EMPLOYEE RECORDS	57
36.02 Union Notification	57
36.03 Just Cause	57
36.04 Union Representation	57
36.05 Removal of Disciplinary Record	57
36.06 Personnel Records	57
ARTICLE 37, TECHNOLOGICAL CHANGE	58
ARTICLE 38, SEXUAL AND PERSONAL HARASSMENT	58
38.01 Sexual Harassment	58
38.02 Personal Harassment	59
ARTICLE 39, INDEMNIFICATION	59
ARTICLE 40, CERTIFICATION TRAINING AND EDUCATION	59
ARTICLE 41, TERM OF AGREEMENT	60
41.01 Term	60
41.02 Continuation Clause	60
41.03 Section 50 Excluded	60
41.04 Retroactivity	60
ARTICLE 42, LETTERS OF UNDERSTANDING	60

APPENDIX "A"	62
SCHEDULE "A"	63
SCHEDULE "A"	65
SCHEDULE "B"	66
LETTER OF UNDERSTANDING NO. 2.....	67
LETTER OF UNDERSTANDING NO. 3.....	69
LETTER OF UNDERSTANDING NO. 4.....	71
LETTER OF UNDERSTANDING NO. 5.....	76
LETTER OF UNDERSTANDING NO. 7.....	78
LETTER OF UNDERSTANDING NO. 8.....	79
LETTER OF UNDERSTANDING NO. 9.....	81
LETTER OF UNDERSTANDING NO. 10.....	83
LETTER OF UNDERSTANDING NO. 11.....	85
LETTER OF UNDERSTANDING NO. 13.....	86
LETTER OF UNDERSTANDING NO. 14.....	88
LETTER OF UNDERSTANDING NO. 15.....	89

COLLECTIVE AGREEMENT

BETWEEN:

CORPORATION OF THE TOWNSHIP OF ESQUIMALT
(hereinafter referred to as the "Employer")

AND:

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

WHEREAS the Corporation of the Township of Esquimalt is an "Employer" within the meaning of the Labour Relations Code of British Columbia;

AND WHEREAS the Union is a "Trade Union" within the meaning of said Code;

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

AND WHEREAS the Parties have carried out collective bargaining and have reached agreement;

NOW THEREFORE the Parties agree with each other as follows:

ARTICLE 1, DEFINITIONS

1.01 Party

Means either of the Parties signatory to this Agreement.

1.02 Employee

Means any person defined as such by the Labour Relations Code of British Columbia who is employed in one of the categories listed below (Articles 1.04 through 1.07 inclusive), save and except those persons excluded from the bargaining unit by mutual agreement of the Parties.

1.03 Bargaining Unit

Shall cover those employees employed by the Township of Esquimalt as "inside and outside workers," as described in the Declaration of Successor Status issued by the Labour Relations Board on October 17, 1983, including any amendments thereto.

1.04 Regular Full-Time Employee

Is an employee occupying a position listed in the Wage/Salary Schedule(s) attached hereto, who has successfully completed the requirements of the probationary period and who works a regular full-time work schedule.

1.05 Regular Part-Time and Seasonal Employee

(1) Is an employee occupying a position listed in the Wage/Salary Schedule(s) attached hereto, who has successfully completed the requirements of the probationary period and who works less than a full-time regular employee, yet at least one-half ($\frac{1}{2}$) the normal full-time work schedule per year.

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

(2) Regular part-time employees who are working an established schedule, shall be offered, in order of seniority, additional available hours of work (which do not conflict with their existing schedule) over auxiliary employees provided such work is within their department, program area, work site and classification in which the employee is presently employed.

1.06 Auxiliary Employee

(1) **An** auxiliary employee means an employee of the bargaining unit not employed as a regular employee and may be employed for:

(a) relief of a regular employee on vacation leave, sick leave, long-term disability of less than one (1) year duration, WorkSafeBC compensation of less than one (1) year duration, compassionate leave, education leave or other leaves,

(b) **Notwithstanding clause 1.05(a) relief of a regular employee on maternity leave, adoption and parental leave,**

(c) non-repetitive projects of less than one (1) year's duration. However, in the event the employment is extended beyond the one (1) year period, at the one (1) year anniversary date the employee shall be converted to regular status pursuant to Article 1.04 or 1.05 above, or

(d) work of an emergency nature.

(2) Auxiliary employees include employees who work less than regular part-time employees.

1.07 Probationary Employee

Is any employee who has not successfully completed the requirements of the probationary period pursuant to Article 14.02. Probationary employees shall be entitled to the benefits and conditions of this Agreement only where such are explicitly provided.

1.08 Regular Part-Time and Regular Seasonal Employee Benefits

Regular part-time and regular seasonal employees shall be covered by all provisions of the Collective Agreement that apply to a regular full-time employee, except that:

- (1) The level of statutory holiday, vacation and sick leave benefits shall be prorated on the basis of hours actually worked. Credit for these benefits shall be calculated twice yearly on January 1st and July 1st of each year, with the calculation of the (half-yearly) credit for the next six (6) month period being based upon the hours actually worked during the previous six (6) month qualification period, divided by the full-time hours normally available during that period.

Notwithstanding the foregoing, "regular seasonal" employees working full weekly hours shall not have their statutory holiday entitlement on a pro rata basis. A regular seasonal employee who is actively at work on a full time weekly basis shall receive the same statutory entitlement as a regular full-time employee but while on lay-off shall not receive any statutory holiday entitlement.

- (2) For purposes of clarification, the qualification periods referred to above are the previous July 1st to December 31st period for each January calculation, and the previous January 1st to June 30th period for each July calculation.

1.09 Auxiliary Employee Terms and Conditions of Employment

- (1) At the time of hire an auxiliary employee shall receive notice in writing from the Employer of the nature of their employment, expected duration of employment, classification and rate of pay.
- (2) Other articles of this Agreement notwithstanding, an auxiliary employee shall not be entitled to the terms and conditions of this Agreement, save and except as follows:
 - (a) the definition of an "auxiliary employee" as set out in Article 1.06.
 - (b) the provisions of Article 4 - No other Agreements/Representations
 - (c) the provision of Article 5 - No Strikes or Lockouts
 - (d) the Union Security and Check-off provisions set out at Article 6.01 - Union Membership, Article 6.02 - Union Dues and Article 6.03 - Dues Receipts.
 - (e) the provision of Article 7- No Discrimination and Article 38 -Sexual / Workplace Harassment.
 - (f) the receipt of a copy of the Collective Agreement as set out at Article 8.01(2).

- (g) the provisions of the grievance and arbitration procedures of Article 12 and Article 13.
- (h) Article 14.02 (2) and (3) shall apply to auxiliary employees. An auxiliary employee shall have their auxiliary service accumulated for purposes of regular seniority pursuant to Article 14.03.

Auxiliary employees shall serve a probationary period, equal in length of time to the hourly equivalent to that of a regular employee.

For example: Auxiliary employees working a standard forty (40) hour work week would serve a probationary period of one thousand forty (1040) hours and those employees working a standard thirty-five (35) hour work week would serve a probationary period of nine hundred ten (910) hours.

When an auxiliary employee has not performed any work for the Employer for a period of twelve (12) months or longer and after this time is re-employed in an auxiliary capacity, the employee must start a new accumulation of hours for the purposes of auxiliary seniority rights.

- (i) the Posting and Filling of Vacancies provisions of Applications by Auxiliary Employees at 15.03, Factors Considered in Filling Posted Vacancies at Articles 15.02 (1), 15.02 (2) and 15.02 (3).
- (j) the Rest Periods provision at Article 17.06, the Irregular Schedules provision at Article 17.04, and Reporting Pay provision at 17.07.
- (k) the Overtime Rates provisions of Article 18.01 and the Call-Out provisions at Article 18.02.
- (l) An auxiliary employee employed in classifications listed in Schedule "A" or Schedule "B" shall be paid not less per hour than the equivalent of the established rate for the position.
- (m) An auxiliary employee shall be eligible for a salary increment upon completion of the hourly equivalent of twelve (12) months' work of a regular employee (one thousand eight hundred twenty (1820) hours for a thirty-five (35) hour/week employee or two thousand eighty (2080) hours for a forty (40) hour/week employee) and Article 20.02 - Salary Increments shall apply.
- (n) In lieu of health and welfare entitlements, vacation entitlements, statutory holiday pay, sick leave and such benefits, an auxiliary employee will receive **fourteen (14%)** percent of their gross wage earnings (basic wages plus overtime).
- (o) the Pay While Relieving in a Higher Rated Position provision of 20.05 shall apply to auxiliary employees however the allowable

- compensation set out at Article 20.05 (1) (b) shall be solely Step 1 of the new position.
- (p) the provisions of Article 20.08 - First Aid Allowance and Article 20.07 - Premium Pay.
 - (q) An auxiliary employee relieving a regular employee in an assignment in excess of three (3) continuous months shall receive the entitlements of Article 19.01, Shift Differential and Article 28, Jury or Court Witness Duty.
 - (r) the Article 26, Maternity, Parental and Adoption Leave provisions (except Clause 26.05 (1) Benefits, 26.06, Supplementary Employment Insurance Benefits and 26.07, Seniority) shall apply to auxiliary employees.
 - (s) the provisions of Article 27 - Leave of Absence for Union Officials; Article 25 – Job Evaluation and Article 30.02 – Benefit Trust Leave.
 - (t) the provisions of Article 32, Occupational Health and Safety shall apply to auxiliary employees.
 - (u) the provisions of Article 36 - Discipline and Employee Records shall apply to auxiliary employees.
 - (v) The Employer shall maintain a listing of auxiliary employees in order of hours worked from date of hire.
 - (w) Time and one-half (1 ½) shall be paid for each hour worked by an auxiliary employee who works on a statutory holiday.
 - (x) Eligibility for the municipal pension plan as per Article 31.07(2).
- (3) An auxiliary employee, who is the successful applicant for a posted regular vacancy, shall be returned to their former auxiliary status should the employee prove unsatisfactory in or be unable to perform the duties of the position. Hours worked in the regular position shall be added to their auxiliary hours upon return to their auxiliary status.
 - (4) An auxiliary employee required by the Employer to attend a scheduled staff meeting held when the employee has not been scheduled to work shall receive a minimum of two (2) hours pay at their straight time rate.

1.10 Inside Staff

Refers to those employees who are generally engaged in office, technical and administrative jobs.

1.11 Outside Staff

Refers to those employees who are generally engaged in non-office supervisory positions, skilled, semi-skilled or unskilled labouring occupations.

1.12 Continuous Operations

Refers to those facilities, services or functions which operate on a continuous basis, or at times outside the normal work-day or work-week.

1.13 Call Out

Refers to an unscheduled return to work by regular and auxiliary employees after completion of their regular work day or work shift.

1.14 Plural Terms

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

ARTICLE 2, UNION RECOGNITION

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

ARTICLE 3, MANAGEMENT RIGHTS

3.01 The Employer shall have the exclusive right to manage and direct employees within the bargaining unit, subject to the terms of this Agreement.

ARTICLE 4, NO OTHER AGREEMENTS

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

ARTICLE 5, NO STRIKES OR LOCKOUTS

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

5.02 The Employer shall not request, require or direct employees to perform work resulting from legal strikes which would normally be performed by those on strike, nor shall the employees be required to cross any legal Union picket line resulting from a legal strike as defined in the Labour Relations Code, and such employee shall be deemed to be on unpaid leave.

ARTICLE 6, UNION SECURITY AND CHECK-OFF

6.01 Union Membership

- (1) All employees shall become members of the Union within thirty (30) days of their date of employment and shall remain members of the Union in good standing, as a condition of continued employment.
- (2) In the event that an employee fails to comply with the provisions of Subsection (1), the Employer shall terminate their employment.

6.02 Union Dues

Commencing on the first pay period following date of employment, the Employer shall deduct from every employee all dues and service assessments levied in accordance with the Union's Constitution and Bylaws, as authorized in writing by the employee.

6.03 Dues Receipts

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

6.04 Record of Employment on Termination

In the even the employment of any employee terminates for any reason, the Employer shall complete the Record of Employment, as required by Service Canada, stating the reasons for the separation of employment.

ARTICLE 7, NO DISCRIMINATION

- 7.01** (1) The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotions, transfers, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, physical handicap, national origin, political or religious affiliation, sex, sexual orientation, family status or marital status; nor by reason of their membership in the Union. This Article shall not apply to normal retirement in accordance with the Municipal Pension Plan.
- (2) The application of the foregoing shall be subject to Section 13(4) of the Human Rights Act of B.C. that requires the test of bona fide and

reasonable justification to those matters as expressed in the Human Rights Act.

ARTICLE 8, NEW EMPLOYEES

8.01 Copies of Agreement

- (1) The Employer agrees to acquaint new employees with the fact that a Collective Agreement between the Parties is in effect, and with the conditions of employment set out in Article 6 dealing with Union security, the deduction of Union dues and service assessments.
- (2) The Employer shall provide, upon request, copies of this Agreement to current employees, and to newly hired employees at their time of employment.
- (3) The Union and the Employer shall each pay one-half ($\frac{1}{2}$) of the costs associated with the printing of the Collective Agreement.

8.02 Notification to the Union

The Employer shall notify the Union of the name, address, position, location, and pay scale of each new employee, within fifteen (15) days of their date of employment.

ARTICLE 9, UNION-MANAGEMENT COMMITTEE

9.01 A Union-Management Committee shall be established consisting of not more than five (5) representatives of the Employer and five (5) representatives of the Union. Any matter of mutual concern pertaining to performance of work, operational problems, conditions of employment and harmonious relations, excluding any matter subject to the grievance procedure, may be referred to this Committee by either Party for discussion and recommendation. Either Party may request that a meeting be convened, after which the Chief Administrative Officer shall notify the Parties of the time and place of such a meeting, but in no event shall there be any fewer meetings than one (1) each quarter (four per year). All members of the Committee shall receive an agenda not less than three (3) days prior to committee meetings.

9.02 One Employer and one Union representative shall be designated joint chairpersons and shall alternate in presiding at committee meetings.

9.03 Minutes of each committee meeting shall be prepared and signed by the joint chairpersons, as promptly as possible after each agenda item has been decided. The Union and the Employer shall receive two (2) signed copies of the Minutes within three (3) days following committee meetings.

ARTICLE 10,

No longer applicable.

ARTICLE 11, CORRESPONDENCE

11.01 All correspondence between the Employer and the Union arising out of this Agreement shall pass to and from the Chief Administrative Officer and the President of the Union, with copies to normally be provided to the appropriate Department Director or the Secretary of the Union.

ARTICLE 12, GRIEVANCE PROCEDURE

12.01 Definition

For purposes of this Agreement, the term grievance shall mean any difference between the Parties, or the Employer and any employee, concerning the interpretation, application, operation or any alleged violation of this Agreement or any other dispute, including any question as to whether any matter is arbitrable. All grievances shall be finally and conclusively resolved in the manner provided in this Article without stoppage of work.

12.02 Procedure

- 1) Step 1: Within twenty (20) working days from the date of the incident prompting the grievance, the employee shall discuss the matter with their immediate management supervisor, as designated by the Employer. If the employee so desires, a shop steward may be present during the discussion at this Step.
- 2) Step 2: If no settlement is reached at Step 1, the aggrieved employee shall submit the grievance in writing to their department head, within ten (10) working days of the discussion provided at Step 1. The recipient shall meet with the employee and shop steward, or other representative of the Union, within seven (7) working days of the receipt of the grievance, in an attempt to reach a satisfactory settlement.
- 3) Step 3: If no settlement is reached at Step 2, a meeting shall be arranged between the senior representatives of the Union and the Chief Administrative Officer, within seven (7) working days of the last meeting at Step 2. Either Party may be represented by a person employed by the organization to which it is affiliated at meetings held at this step.

- (4) Step 4: If settlement is not reached through the foregoing procedures, the grievance may be referred to Arbitration. The Party referring the grievance to arbitration shall give notice to the other Party in writing within ten (10) working days of the last meeting held at Step 3.

12.03 Extension of Time Limits

The Union and the Employer may by mutual agreement, in writing, extend the time limits mentioned above, provided such extension is requested prior to the expiry of the time allowed. However, failure to observe the time limitations herein, including the time to initiate a grievance, shall render the grievance void; except that when the recipient of the grievance fails to respond within the prescribed time limits, the grievance shall advance to the next step in the grievance procedure.

12.04 Policy Grievances

Where a dispute involving:

- (a) a question of general application or general interpretation of this Agreement occurs, or
- (b) where the Employer has a grievance, or
- (c) where a grievance on discharge occurs, or
- (d) where a grievance on lay-off or recall pursuant to Article 16 occurs,

then such grievance may be processed commencing at Step 3, provided the grievance is submitted within twenty (20) working days from the date of the incident prompting the grievance.

12.05 Deviation from the Grievance Procedure

- (1) In the event, after having initiated a grievance in writing, an employee files a complaint through any other external jurisdiction other than the grievance procedure, then the Union agrees that pursuant to this Article and fourteen (14) days after the employee has filed their complaint in the other jurisdiction, the grievance shall be considered to have been abandoned.
- (2) A complaint filed pursuant to the Human Rights Code of BC is not included in (1) above.

ARTICLE 13, ARBITRATION PROCEDURE

13.01 Appointment of an Arbitrator or Arbitration Board

- (1) **Where a matter has been referred to arbitration, the matter will be submitted to a single Arbitrator who is mutually agreeable to both Parties.**

- (2) **Failing such agreement, the matter shall be referred to an Arbitration Board consisting of a representative appointed by each Party and a Chairperson appointed by the representatives.** The two representatives so appointed shall agree to a Chairperson within ten (10) working days. Should they be unable to agree, the **Collective Agreement Arbitration Bureau** shall be requested to appoint a Chairperson.

13.02 Powers of Arbitration Board

- (1) The **Arbitrator/Arbitration Board** may determine its own procedure but shall give full opportunity to all Parties to present evidence and make representations to it.
- (2) The decision of the **Arbitrator/Arbitration Board** majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board shall be made within **twenty (20) working days** after the **last day of submissions or such longer periods as may be allowed by mutual agreement of the Parties** and shall be final, binding and enforceable on all Parties. The **Arbitrator/Arbitration Board** shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. However, the **Arbitrator/Arbitration Board** shall have the power to dispose of a grievance by any written decision which it deems just and equitable.
- (3) Should the Parties disagree as to the meaning of the **Arbitrator's/Arbitration Board's** decision, either Party may apply to the Chair within five (5) days of receipt of the decision, to clarify the decision.

13.03 Cost of Arbitration

The Parties shall jointly bear the fees and expenses of the Arbitrator/Chairperson. In the case of an Arbitration Board, each of the Parties shall bear the fees and expenses of their nominee.

13.04 Expedited Arbitration

- (1) The Parties may, by mutual agreement, refer to Expedited Arbitration any outstanding grievance filed at arbitration.
- (2) The Parties shall mutually agree upon a single Arbitrator who shall be appointed to hear the grievance and render a decision within two (2) working days of the hearing. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.

- (3) An expedited arbitration decision respecting any matter shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter (with the exception of discipline which may remain on an employee's file).
- (4) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (5) Notwithstanding (1) above, either Party may remove from the expedited arbitration process any matter at any time prior to hearing and forward the matter through the arbitration process established pursuant to Article 13.01. In such an event, time limits shall not act as a bar to the grievance proceeding to arbitration.
- (6) All presentations shall be short and concise, and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentation.
- (7) The Parties shall equally share the costs of the fees and expenses of the Arbitrator.
- (8) Neither Party shall appeal a decision of an expedited arbitration.
- (9) Neither Party shall retain lawyers from external law firms to represent them in an expedited arbitration hearing.

ARTICLE 14, SENIORITY

14.01 Definition

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

14.02 Probationary Period

- (1) All newly hired regular employees shall serve a probationary period not exceeding six (6) consecutive months from the date of hire, during which period such an employee may be terminated if they are unsatisfactory for any work related reason.
- (2) Notwithstanding (1) above, an employee who is the successful applicant for a posted regular vacancy shall have their time previously worked in the same position credited towards the probation period, subject to a minimum of three (3) consecutive months' probation in the posted position.

- (3)
- (4) An employee who has been converted from auxiliary to regular status, without a posting, shall not serve a further probationary period.

14.03 Auxiliary Employee Seniority

Auxiliary employees who are appointed as regular employees shall have their cumulative hours of work as an auxiliary employee credited for purposes of regular seniority as follows:

- (1) upon completion of the probationary period.
- (2) upon conversion from auxiliary to regular status.

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

14.04 Seniority Lists

- (1) The Employer shall maintain current seniority lists for regular employees showing each employee's seniority standing. Where two (2) or more employees commenced work at the same date, their relative seniority standing shall be determined on the basis of their application dates. The Employer shall provide copies to the Union upon request.
- (2) Past service in casual or temporary hours of work shall be accrued and recorded for the purposes of this Collective Agreement. Such hours of work and hours of work as an auxiliary employee shall be maintained by the Employer for the purposes of Article 15, Posting and Filling of Vacancies.

14.05 Loss of Seniority

A regular employee shall lose seniority in the event:

- (1) The employee is terminated for cause and is not reinstated.
- (2) The employee resigns **or retires**.
- (3) The employee has been laid off from regular employment for longer than twelve (12) consecutive months, or fails to accept recall under Article 16.08(2), or fails to report on the date and time required when recalled.

14.06 Transfer Out of Bargaining Unit

- (1) Employees shall not be transferred or promoted out of the bargaining unit without their consent. Such employees shall retain the seniority they have acquired up to the date of leaving the unit but shall not continue to accumulate seniority for periods of service outside the unit. When an employee is transferred or promoted out of the bargaining unit, they shall retain the right to return and upon returning, they shall bump into a position consistent with their previously accumulated seniority, qualifications, experience, skill and ability on the basis of Article 16.03, provided such position is not higher than their former bargaining unit position. Junior employees displaced as a result shall likewise be eligible to bump.
- (2) Employees transferred or promoted pursuant to this Article shall retain the right to return to the bargaining unit for up to twelve (12) months from the date of leaving, unless extended by mutual agreement of the Union and the Employer.

ARTICLE 15, POSTING AND FILLING OF VACANCIES

15.01 Posted Vacancies

- (1) Where a regular vacancy occurs or a new regular position is established, the Employer shall post a vacancy notice for a minimum period of five (5) working days containing information relevant to the position; (e.g., nature of position, pay rate or range, qualifications and experience required, etc.).
- (2) Temporary and auxiliary vacancies shall not be posted under this Article, except that temporary and auxiliary vacancies which the Employer anticipates will exceed three (3) months shall be posted.
- (3) All posted or advertised vacancies shall include the following statement on the notice "This is a Union position".
- (4) A temporary vacancy caused by an employee being on Long Term Disability may be filled by an auxiliary employee, subject to conversion to regular status pursuant to Article 1.06 (1)(a). The posting shall indicate that the term of the appointment is unknown.

15.02 Factors Considered in Filling Posted Vacancies

- (1) The following factors shall receive consideration when filling posted vacancies: qualifications, experience, skill and ability. When these factors are equal among applicants for the position, the employee from among this group having the greatest seniority shall receive preference.
- (2) All determinations of qualifications, experience, skill and ability shall be made by the Employer. Whether such determinations were made in a fair and equitable fashion shall be subject to the grievance/arbitration procedures under this Agreement.
- (3) In any arbitration pursuant to Subsection (2) above, if the Union is first able to demonstrate that the senior employee (grievor) presently has the qualifications, experience, skill and ability to do the job in question, the Employer must then establish that such qualifications, experience, skill and ability are not equal to those possessed by the successful applicant.
- (4) Notwithstanding 15.02(1) above, preference shall be given to the most senior outside (eight (8) hours of work per day) employee who applies for the position provided that the senior employee possesses the qualifications, experience, skill and ability to do the work in question. This provision shall apply only to those outside classifications in Pay Band one (1) through six (6) of Schedule "A".
- (5)
 - (a) A regular employee applying for a posted vacancy who lacks the formal educational or technical certification required in the position shall not be rejected solely on that basis if they are judged by the Employer as having sufficient experience, skill and ability to otherwise satisfactorily perform the work in question, provided always that such employee:
 - (i) is currently enrolled in an appropriate course of study; or
 - (ii) is in some other fashion acceptable to the Employer currently preparing to achieve the necessary certification; and,
 - (iii) provided further that the employee can be expected to achieve such certification within a period of time deemed reasonable by the Employer.
 - (b) In such circumstances, the Employer shall consider the employee as having already achieved the required certification at the time of the promotional competition.

- (c) The employee shall compete for the vacancy on this basis and, if successful in winning that competition over other applicants on the basis of Subsection (1) above, they shall be awarded the position contingent upon successful achievement of such certification within the time limit established by the Employer for that purpose.
- (d) If the employee fails to achieve such certification within this period, the employee shall revert to their former position.

15.03 Applications by Auxiliary Employees

- (1) Auxiliary employees shall be eligible to apply for any vacancy posted under this Article and filled on the basis of Article 15.02. Provided always that the qualifications, experience, skill and ability of the auxiliary employee to perform the work in question is equal to that of an external applicant, the auxiliary employee shall receive preference.
- (2) Auxiliary employees who have completed their probationary period shall have seniority for purposes of applying for any posted position. An auxiliary employee's hours worked shall be recognized as seniority for purposes of this Article.

15.04 Appraisal Period

- (1) When a currently employed regular employee is selected to fill a vacancy posted under Article 15.01, they shall serve an appraisal period not exceeding six (6) calendar months in the new position. During this period, the employee shall be returned to their former classification and pay rate without a loss in seniority, should they prove unsatisfactory or unable or unwilling to perform the duties of the new position.
- (2) Notwithstanding (1) above, a regular employee who is the successful applicant for a posted regular vacancy, shall have their time previously worked in the same position credited toward the appraisal period, subject to a minimum of three (3) consecutive months appraisal in the posted position.
- (3) An employee who is to be returned to their former position and pay rate shall be given a minimum of five (5) working days' notice before this action takes place.
- (4) An employee shall receive a letter of confirmation from the Employer upon successful completion of the appraisal period.

15.05 Disclosure of Documents

Upon the filing of a grievance and upon receipt of a written request from the Employer or the Union for disclosure of documents, the Parties agree to provide all readily available documents in their possession that are relevant to the grievance, unless disclosure is prohibited by law. The question of whether such disclosure is prohibited by law may be referred to an Arbitrator for a binding

decision.

ARTICLE 16, LAYOFFS, RECALL AND BUMPING

16.01 Definition

Consistent with the following Articles, a layoff shall be defined as the loss by a regular employee of the opportunity to work in the position he/she currently occupies as a result of either

- (1) the elimination of such position, or
- (2) any reduction in working hours for a regular full-time employee, or
- (3) the permanent reduction of the working hours in their position in excess of one (1) hour per day for a regular part-time or regular seasonal employee, or
- (4) the reduction in the rate of pay (pay grade) in the position as a result of a re-evaluation of the position.

16.02 Layoff Order

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

16.03 Bumping Rights

- (1) Within three (3) working days after being notified under Article 16.02 that they occupy a classification designated for layoff, those regular employees who are not to be retained in that classification and department shall be given opportunity to exercise their seniority, vis-a-vis more junior employees, by indicating their acceptance to bump into the position(s) designated by the Employer for such purposes on the basis of Subsections (a) and (b) below, provided always that the bumping employee has the required qualifications, experience, skill and ability to perform the work in question.
 - (a) firstly, the most junior employee occupying a classification in a lateral pay grade; or failing that,
 - (b) the most junior employee occupying a classification in the next or each subsequent lower pay grade.
- (2) All determinations of qualifications experience, skill and ability shall be made by the Employer in a fair and equitable fashion. Failure to accept the bump into the designated position(s), when given the opportunity to do so

shall result in the affected employee being laid off and placed on the recall list.

- (3) Upward bumping is not permitted under this Article, except where an employee's position has been re-evaluated to a lower pay grade and the employee did not bump another employee at that time, upward bumping shall be permitted the next time a lay-off occurs to that employee and only to a position in their former higher pay grade. Regular part-time employees may only bump other regular part-time employees.
- (4) When an employee bumps a more junior employee in accordance with this Article, they shall be placed at the same increment step of the new wage grade as occupied before the bump.

16.04 Notice of Layoff

- (1) The Employer shall provide written notice to regular employees who do not bump a more junior employee in accordance with Article 16.03 and who, as a result are to be laid off and placed on the recall list, two (2) calendar weeks prior to the effective date of their layoff. Employees who have completed three (3) years continuous service shall receive additional notice of one (1) calendar week, and for each subsequent completed year of continuous service, an additional one (1) calendar week, to a maximum total of eight (8) calendar weeks' notice. If the employee is not given opportunity to work the applicable notice period, they shall be paid for that portion of the notice period during which work was not made available.
- (2) The Union shall be notified of all layoffs under this Article.
- (3) Notice under this Article shall not apply to temporary layoffs as defined in Part 5, Section 41 of the Employment Standards Act of British Columbia in effect January 1, 1983. A layoff not exceeding 13 weeks being defined therein as temporary.

16.05 Bumping/Layoff Appraisal Period

- (1) A regular employee who bumps a more junior employee in accordance with Article 16.03, or who is recalled to employment in accordance with Subsection 16.08 (2), except when re-employed in the same position as occupied before the layoff, shall serve an appraisal period not exceeding six (6) months in the new position. During this period should the employee be unwilling or prove unable to satisfactorily perform the duties of the new position, they shall be laid off and placed on the recall list.
- (2) In no event shall any employee be permitted to bump a second time as a result of the same layoff.

16.06 Severance Pay

Within the five (5) working days of being notified of layoff under Article 16.04, and

as an alternative to either bumping a more junior employee in accordance with Article 16.03, or working the notice period, being laid off and placed on the recall list, the affected regular employee may elect to resign and take severance pay in lieu of the balance of the notice period received and outstanding at the time of making such election; and by so electing, not work the balance of such notice period. Employees who elect to take severance pay under this Article shall not have recall or other rights under this Agreement. Employees receiving severance pay under this Article shall not be eligible for the long service pay under Article 31.09.

16.07 Recall List

Regular employees laid off under this Article and not bumping a more junior employee in accordance with Article 16.03, and not electing to take severance pay in accordance with Article 16.06, shall be placed on the recall list in seniority order for a period not to exceed twelve (12) consecutive months.

16.08 Recall Rights

- (1) Laid off regular employees on the recall list may make application, on the same basis as active employees, for regular vacancies posted under Article 15.01. Laid off regular employees on the recall list who do not apply for posted vacancies shall not receive any consideration when such vacancies are filled on the basis of Article 15.02.
- (2) If the regular vacancy is not filled under Subsection (1), or in accordance with Article 16.09 below, the Employer shall then attempt to recall a former regular employee on the recall list having the required qualifications, experience, skill and ability to perform the work in question, before offering employment to a new employee. All determinations of qualifications, experience, skill and ability shall be made by the Employer in a fair and equitable fashion.
- (3) In no event shall the Employer be required to re-employ any former employee who has been laid-off and on the recall list for longer than twelve (12) consecutive months.

- (4) Notwithstanding Article 16.08, Recall Rights, an employee who has been given notice of layoff and has chosen to bump in accordance with Article 16.03, Bumping Rights, and subsequently and within twelve (12) months the position from which they were laid off becomes available, such employee shall be offered recall rights to their former position, and if accepted, the vacancy shall not be posted. Seniority shall prevail if two (2) or more such employees seek recall to the same vacancy.

16.09 Recall Procedures

- (1) It shall be the responsibility of laid-off regular employees on the recall list to maintain their current telephone number and postal address with the Personnel Department (or its equivalent). When filling regular vacancies on the basis of Article 16.08 (2), and before offering employment to a new employee, the Employer shall attempt to contact a laid off regular employee on the recall list having the required qualifications, experience, skill and ability to perform the work in question, at the telephone number so provided, to instruct the employee of the date and time to report for work. Failing personal contact, the Employer shall send a double registered letter to the employee's current postal address. Should the Employer be unable to contact the employee within ten (10) working days from the postal registration date, or should the employee either not accept the recall, or fail to report on the date and time required, the employee shall lose all rights to recall, provided however that employees shall have the right to refuse two (2) recalls to employment during their twelve (12) month recall period before losing their recall rights.
- (2) The date and time to report may be extended by a maximum of ten (10) working days upon the approval of the Employer, should the employee have extenuating personal circumstances which make it impossible to report as required, provided always that the operational requirements of the Employer permit.
- (2) Employees on the recall list shall notify the Employer when they are to be temporarily away to provide a temporary phone number and address where the Employer will be able to contact them during such absence.

16.10 Status While on Recall List

During this twelve (12) month period on the recall list, laid-off employees shall not be eligible to receive any of the benefits of this Agreement. The seniority, sick leave credits and vacation entitlement level of such employees shall be frozen at the time of their layoff and should the employee be recalled pursuant to this Article, including an assignment to an auxiliary position in excess of thirty (30) consecutive days, within the twelve (12) month recall period, the seniority, sick leave credits and vacation entitlement level of such employee shall be reinstated to that which had existed at the time of the layoff.

16.11 Temporary Layoffs or Work Stoppages

This Article 16 does not apply to temporary layoffs, or work stoppages of three (3) working days or less, resulting from inclement weather, or other causes reasonably beyond the control of the Employer.

16.12 Special Placement

When an employee becomes disabled or infirm (as defined by Human Rights Legislation) and, as a result, is unable to perform their normal job duties, the Employer and the Union shall accommodate such employee as required by Human Rights legislation.

16.13 Placement of Surplus/Redundant Regular Employees

After agreement of both the Union and the regular employee who has been determined to be surplus or redundant, the Employer may without posting (see: Article 15, Posting and Filling of Vacancies) place the affected employee into an alternate regular position. The employee so placed shall receive the rate of pay for the new position and shall possess the required skills, abilities and qualifications to satisfactorily perform the work available. Once an employee assumes the new position a reasonable period of time up to six months for in-service up-grading and an orientation period will be provided to allow the employee to familiarize themselves with their new duties. In the event a surplus/redundant employee declines the assignment to the different job then the lay-off provisions shall apply.

ARTICLE 17, HOURS OF WORK

17.01 Work-Day

- (1)
 - (a) The normal work day for thirty-five (35) hours per week Inside Staff positions listed on Schedule "A" shall consist of seven (7) hours per day between 8:30 a.m. and 4:30 p.m., with a one (1) hour unpaid lunch period.
 - (b) The normal work day for thirty-five (35) hours per week Outside Staff positions listed on Schedule "A" shall consist of seven (7) consecutive hours per day between 7:30 a.m. and 3:00 p.m., with a one (1) hour unpaid lunch period.
- (2) The normal work day for forty (40) hours per week Inside Staff positions listed on Schedule "A" shall consist of eight (8) hours per day between 8:00 a.m. and 4:30 p.m., with a one-half ($\frac{1}{2}$) hour unpaid lunch period, with the exception of the following positions whose regular working hours shall be as indicated:
 - (a) Buyer-Storekeeper: 7:15 a.m. to 11:45 a.m. and 12:30 p.m. to 4:00 p.m.
 - (b) Senior Building Maintenance Worker: 8:00 a.m. to 4:00 p.m. inclusive of a one-half ($\frac{1}{2}$) hour paid lunch period.
 - (c) Building Maintenance Worker: eight (8) consecutive hours per day inclusive of a one-half ($\frac{1}{2}$) hour paid lunch period.
- (3) The normal work day for Outside staff positions listed on Schedule "A" shall consist of eight (8) hours per day between 7:30 a.m. and 4:00 p.m., with a one-half ($\frac{1}{2}$) hour unpaid lunch period, with the exception of the following positions whose regular working hours shall be as indicated:
 - (a) Foreman Mechanic and Mechanic: eight and one-half ($8\frac{1}{2}$) consecutive hours between the hours of 7:00 a.m. and 5:00 p.m., inclusive of a one-half ($\frac{1}{2}$) hour unpaid lunch period.
 - (b) Street Sweeper Operations: eight and one-half ($8\frac{1}{2}$) consecutive hours between the hours of 6:00 a.m. and 5:00 p.m., inclusive of a one-half ($\frac{1}{2}$) hour unpaid lunch period.
 - (c) Refuse Collector/Truck Driver: eight and one-half ($8\frac{1}{2}$) consecutive hours between the hours of 6:45 a.m. and 4:00 p.m., inclusive of a one-half ($\frac{1}{2}$) hour unpaid lunch period. Refuse Collector/Truck Drivers will alternate start times between their crew members by 15 minutes.

- (4) The Buyer-Storekeeper and employees who work outside and are engaged in the Public Works or Parks and Recreation Departments may establish "summer hours" work schedules by mutual agreement of the affected employees and their Department Heads under the following conditions:
 - (a) The work day for full-time employees shall consist of eight (8) consecutive hours of work, excluding unpaid meal periods,
 - (b) The daily block of eight (8) hours of work may commence as early as 7:00 a.m. however shall end by not later than 4:30 p.m.
 - (c) There shall be no increased costs to the Employer as a result of implementing a summer hours work schedule.

- (5)
 - (a) After discussion with the Union, and when operationally acceptable to the Employer, City Hall employees shall work "summer hours" which shall consist of seven (7) hours per day commencing at 8:00 a.m. and ending at 4:00 p.m. with a one (1) hour unpaid lunch period.
 - (b) The "summer hours" shall commence the second working day after Canada Day (or its lieu day) and conclude on the last working day before Labour Day.

17.02 Work Week

- (1) The normal work week for positions listed on Schedule "A" shall consist of five (5) working days, Monday to Friday inclusive.
- (2) Building Maintenance Workers will be employed on a shift basis.
- (3) The normal work week for employees covered under Schedule "B" shall not exceed forty (40) hours.
- (4) Where a work week is to be varied from that set out above, the Employer shall notify the Union in writing giving details of the proposed change. Any variation shall be by mutual agreement of the Employer and the Union, and shall be in writing.

17.03 Continuous Operations

The above notwithstanding, the hours of work for employees engaged in continuous operations shall not exceed seven (7) hours per day (thirty-five (35) hours per week) or eight (8) hours per day (forty (40) hours per week) for employees covered under Schedule "A" or eight (8) hours per day for employees covered under Schedule "B", unless overtime rates apply. The total monthly hours worked shall not exceed those worked by employees of the same or similar classifications in non-continuous operations.

17.04 Irregular Schedules

The Employer and the Union recognize that regular part-time, regular seasonal and auxiliary employees may be required to work irregular schedules to conform with the operational needs of specific departments or work units following consultation between the Employer and the Union.

17.05 Staggered Hours

Staggered hours of work may be implemented, for specifically predetermined periods of time in various departments, sub departments or work groups, following consultation and approval of the Chief Administrative Officer and the Union.

17.06 Rest Periods

- (1) Each full time employee shall be entitled to one fifteen (15) minute paid rest break in each half of the full shift.
- (2) An employee working less than full-time shall be entitled to one fifteen (15) minute paid rest break within each three (3) consecutive hours of work.

17.07 Reporting Pay

Unless notified to the contrary prior to leaving home to report for scheduled work, an employee shall be paid two (2) hours at the regular rate.

ARTICLE 18, OVERTIME

18.01 Overtime Rates

- (1) With the exception of work performed by employees as part of scheduled shifts, all time worked outside the normal full-time work-day shall be paid at the rate of time and one-half (1½) for the first three (3) hours, and double time (2x) thereafter.
- (2) Employees, other than those engaged in continuous operations, shall not be required to work on Saturdays or Sundays, except in cases of emergency and, when required to work, overtime shall be paid at the rate of double time; except between 8:00 a.m. and noon on Saturdays, which shall be paid at the rate of time and one-half (1½) unless the time worked exceeds three (3) hours.
- (3) Overtime calculations are to be based upon the normal wage or salary for the position.

18.02 Standby

- (1) Standby: means a scheduled period of time, outside of an employee's normal workday or work week, when that regular full-time employee remains available to report for duty on a call out basis.
- (2) Call Out: means the definition set out in the Collective Agreement under Article 1.13. This definition remains unchanged.
- (3) Standby Conditions:
 - (a) In the event of Call Out overtime, refer to Article 18.03 of the Collective Agreement.
 - (b) A regular full-time employee designated by the Employer to be on standby, at a time or times other than their regular working hours shall be paid the following premiums:
 - (i) Two (2) hours of pay for each Monday to Friday and three (3) hours on Saturday and three (3) hours on Sunday that the employee is on standby; at the employee's regular rate of pay as set out in the Collective Agreement under Schedule "A" and,
 - (ii) A total of twelve (12) hours of pay for each statutory holiday that the employee is on standby; at the employee's regular rate of pay as set out in the Collective Agreement under Schedule "A".
 - (iii) Standby pay shall be taken by an employee as set out in Article 18.04 of the Collective Agreement.
- (4) Outside of their regular work schedule, employees on Standby will be required to carry and respond to communication devices.
- (5) Standby Roster – Public Works:
 - (a) A "Standby Roster" will be comprised of a minimum of eight (8) regular full-time employees from the Public Works Division. These employees will be rotated on a weekly basis: from 4:00 p.m. on Thursday to 7:30 a.m. **(or the hours outside the applicable summer hours work schedule)** the following Thursday. These employees shall be appointed by the Employer through a posting based upon operational needs, seniority considered, who, in the Employer's opinion, possess the necessary qualifications, experience, skill and aptitude, relative to the requirements of the job, to perform the work that may arise while on standby. The Employer shall make all determinations of qualifications, experience, skill and aptitude. Whether such determinations were

made in a fair and equitable fashion shall be subject to the grievance/arbitration procedures under the Collective Agreement. Employees appointed to the "Standby Roster" must remain on the "Standby Roster" until January 31st each calendar year.

- (b) Employees will be given an opportunity to apply for the "Standby Roster" prior to January 31st each calendar year. Employees may be added effective January 31st each calendar year.
- (c) Employees that are currently on the "Standby Roster" may elect to be removed from the "Standby Roster" by providing written notice to the **Employer** after December 1st and before December 31st for the next calendar year "Standby Roster". Employees electing to be removed will be removed effective January 31st each calendar year.
- (d) Those employees appointed to the "Standby Roster" shall be rotated on a regular basis so that the Standby schedule is distributed amongst them in an equitable manner by the Employer; taking into account annual vacations, sick leave, WorkSafe BC leave and other types of leave as defined by the Collective Agreement.
- (e) Employees on Standby may decline Standby assignments upon written submission to the **Employer** two (2) weeks prior to the date assigned Standby. If a suitable replacement is available from the "Standby Roster" the request will be approved.

18.03 Call Out

Regular and auxiliary employees required to work on a call out shall be paid at the double time rate for all time worked with a minimum payment of two (2) hours at the double time rate. Call-out time shall include travel time. It is agreed that routine maintenance of flares, warning lights and signs shall not be regarded as a call out.

18.04 TOIL and Accrued Compensation Banks

- (1) For the purposes of this Article the following definitions shall apply:
 - (a) "compensation" shall mean overtime pay and standby pay entitlements set out in this Collective Agreement;
 - (b) "TOIL" shall mean time off work with pay in lieu of the payment of overtime and standby compensation.
- (2) In the event a regular employee is entitled to overtime or standby compensation, the employee may choose to have the compensation paid out on their next available pay day; or

- (3) A regular employee may choose to direct such compensation into an accumulated bank to be paid out at the request of the employee, in full or in part, on their next available pay day. This accumulated compensation bank as of December 31 shall be paid out in its entirety to the employee(s) by January 31 of the following year; or
- (4)
 - (a) A regular employee may choose to direct such compensation into their TOIL time bank where an employee may accumulate up to a maximum of ten (10) work days (being eighty (80) hours for an outside employee or seventy (70) hours for an inside employee) in a calendar year.
 - (b) Such TOIL shall be scheduled and taken within a calendar year by mutual agreement of the employee and Employer.
 - (c) Subject to clause (d) below, this TOIL time bank as of December 31st shall be paid out to the employee by January 31st of the following year.
 - (d) Notwithstanding clause (c) above, by November 30th of each calendar year a regular employee shall notify the Employer if they wish to carry over into the next calendar year up to five (5) work days of TOIL from their ten (10) day accumulated entitlement. Any difference as of December 31st shall be paid out.
 - (e) In the event a regular employee does not notify the Employer of their desire to carry days into the next calendar year by November 30th, their TOIL shall be paid out by January 31st of the following year.
 - (f) The carry over of TOIL from clause (d) above shall be credited to the employee's TOIL time bank where the employee may accumulate in that calendar year up to a maximum of ten (10) work days.

ARTICLE 19, SHIFT DIFFERENTIAL

19.01 When the major portion of a regular employees shift or that of an auxiliary employee working full-time shifts in excess of three (3) continuous months falls between the hours of 4:00 p.m. and 12:00 midnight, seventy-five cents (75¢) per hour will be paid for all hours worked.

When the major portion of such employee's shift falls between the hours of 12:00 midnight and 8:00 a.m., eighty-five cents (85¢) per hour will be paid for all hours worked

Shift differential is earned only when actually at work and is not applied when overtime premiums are being paid.

ARTICLE 20, SALARIES/WAGES AND ALLOWANCES

20.01 Schedules "A" & "B"

- (1) The salaries and wages to be paid shall be those set forth in Schedules "A" and "B" which are attached to and form part of this Agreement.
- (2) The Employer shall not increase the rate of pay of any employee beyond that set out in this Collective Agreement without the mutual agreement of the Union and such mutual agreement shall not be unreasonably withheld.

20.02 Salary Increments

- (1) Regular full-time employees shall be eligible for salary increments after serving a minimum of six (6) months at the previous step. Regular part-time employees shall be eligible for salary increments after completion of the six (6) months hourly equivalent of a comparable full-time position. If, however, in the opinion of the Employer, the ability or efficiency of any employee does not justify payment of an increment, such increment shall not be paid until such time as the Employer considers it to be justified.
- (2) Notwithstanding the foregoing, if approved by the Chief Administrative Officer, the Employer may commence a new hire at above the first increment in a pay grade or accelerate the progression of an existing employee through the increment structure if warranted because of market or exceptional circumstances.
- (3) An auxiliary employee who is the successful applicant for a posted regular vacancy or converted to regular status shall have their previous time worked in the same position credited for the purpose of increments.

20.03 Bi-weekly Pay

All staff shall be paid every second Friday normally by direct deposit to an account in a financial institution specified in writing by the employee.

20.04 Service Pay

Regular employees shall, for each completed five (5) year period of continuous employment, be paid the sum of five dollars (\$5.00) per month during their continued employment, and the said sum will be accrued each month and paid in the first pay period of December each year.

20.05 Pay While Relieving in a Higher Rated Position

- (1) When a regular employee is appointed by the Employer to perform the full duties of any higher paid position than their own:

- (a) Outside staff, as defined in Article 1.11, shall receive the rate for the higher position for the time spent in such higher position, subject to subsection (2) below;
 - (b) Inside staff, as defined in Article 1.10, shall receive the minimum salary for the higher position, or an amount equal to one (1) increment above the employee's regular salary, whichever is the greater, for the total of the time spent in the higher position, subject to Subsection (2) below.
- (2) In the event that an employee does not perform the full duties of the higher position, a pay adjustment in an amount determined by the Employer, shall be made to compensate for the additional responsibilities assumed, which adjustment shall not be less than one (1) increment above the employee's regular salary.

20.06 Labourer II

Regular employees who have in excess of six (6) months continuous employment may become Labourer II's, subject to qualifications, experience, skill and ability; the Employer shall be the sole judge in assessing qualifications, experience, skill and ability.

20.07 Premium Pay

- (1) A premium of seventy-five cents (75¢) per hour shall be paid in blocks of a minimum of four (4) hours (example: before the lunch break or after the lunch break) each time employees are designated by the Employer to:
- (a) clean or repair sanitary sewers, tanks, septic tanks, syphon or underground containers where contact with raw sewage may occur, or
 - (b) operate pesticide equipment or handle pesticides, or other toxic chemicals (excluding gasoline, diesel fuel, paint thinner),
 - (c) handle hot-mix asphalt.
 - (d) Repair inside a garbage truck.
 - (e) Employees engaged in spray painting.

- (f) At the discretion of the Director of the Parks & Recreation Services and/or Director of Development Services or their designate an employee directed to clean up excrement/faecal matter (human or otherwise), or any bodily fluids (blood, vomit, urine, etc.) diapers, or obnoxious biohazards (hypodermic needles, etc.).
- (g) employees engaged in the collection of solid waste.

(2) Shift Leader Premium Recreation Centre and Sports Centre

- (a) Employees designated by the Employer as “Shift Leaders” in the Recreation Centre shall be paid a premium of seventy-five cents (75¢) per hour.
- (b) The Shift Leader premium may be applied in the following recreation programs: Aquatic, Fitness, Arena, Preschool, Children, Youth, Adult.
- (c) The Shift Leader premium may also be applied in the Operations Department: Food and Beverage.

20.08 First Aid Allowance

- (1) An employee who is required to hold a valid Level 2 Occupational First Aid Certificate shall be paid sixty-five dollars (\$65.00) bi-weekly.
- (2) The cost of certification and re-certification and paid time off work to attain such shall be borne by the Employer for those regular employees required to hold a valid Level 2 Occupational First Aid Certificate.

20.09 Tool Allowance

- (1) The Employer shall pay a tool allowance, at the rate of thirty-five cents (35¢) per straight time hour, to mechanics who are required by the Employer to provide their own hand tools as a condition of employment.
- (2) In addition the Employer shall provide tool insurance for mechanics required by the Employer to provide their own hand tools as a condition of employment on the following basis:
 - (a) To a maximum total value of ten thousand dollars (\$10,000) per employee.
 - (b) A five hundred dollar (\$500) deductible will be applied on all claims. The payment of this deductible shall be the responsibility of the employee.

ARTICLE 21, ANNUAL VACATIONS

21.01 Entitlement

- (1) Regular employees shall earn annual vacation on the basis of years of service, which vacation shall be computed on the basis of each calendar year, with all calculations rounded to the nearest one-half (1/2) day.
- (2) Regular employees shall be entitled to the following schedule of annual vacation:
 - (a) During the first (1) year of service and up to the end of the fourth (4) year of service: fifteen (15) working days per calendar year;
 - (b) After the fourth (4th) year of service and up to the end of the eighth (8) year of service: eighteen (18) working days per calendar year;
 - (c) After the eighth (8) year of service and up to the end of the sixteen (16) year of service: twenty-three (23) working days per calendar year;
 - (d) After the sixteenth (16) year of service and up to the end of the twenty-fourth (24) year of service: twenty-eight (28) working days per calendar year;
 - (e) During the twenty-fifth (25) year of service and each year of service thereafter: thirty (30) working days per calendar year.
 - (f) beginning the thirtieth (30th) year of service and each year thereafter – thirty-three (33) working days per calendar year.

21.02 Calendar Year

For the purpose of this Article, "Calendar Year" shall mean the twelve (12) month period from January to December in each year, inclusive; and "Year of Service" shall mean the twelve (12) consecutive month period commencing on the date of hiring in the first year, or the anniversary of the date of hiring in any subsequent year.

21.03 Prorated Adjustment

The annual vacation entitlements earned in accordance with Article 21.01 shall be adjusted in those calendar years when a regular employee's service reaches the first (1), fifth (5), ninth (9), seventeenth (17) and twenty-fifth (25) year vacation plateaux. The vacation earned by such employees, only in those calendar years, shall be prorated based upon the entitlements in effect before and after such employee's anniversary date, so that such employee's vacation entitlement in that calendar year accurately reflects vacation calculated on a calendar year basis. For all other calendar years, the vacation entitlement shall be based on the entitlement for the years of service ending in that calendar year.

21.04 Termination of Employment

Regular employees who leave the service of the Employer before the end of the year shall have their vacation prorated on the basis of the time worked in that calendar year. In those cases where an employee has taken annual vacation in excess of their prorated entitlement, an appropriate deduction will be made on termination of employment.

ARTICLE 22, STATUTORY HOLIDAYS

22.01 Entitlement

All regular or probationary employees shall be paid their regular rates of pay for the following statutory holidays.

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

plus (+) any other statutory holiday proclaimed by the Province of British Columbia, the Federal Government or the Employer.

22.02 Statutory Holidays Falling During Annual Vacation

When a statutory holiday falls and is celebrated during a regular or probationary employee's annual vacation, the employee shall be granted another day off with pay in lieu, at a time mutually agreeable to the employee and their department head.

22.03 Work on a Statutory Holiday

Where a regular or probationary employee is scheduled to work on a statutory holiday, the employee shall be compensated at the rate of double time (2x) for all hours worked on such day and be given a day off with pay in lieu of the holiday.

ARTICLE 23, SICK LEAVE

23.01 Definition

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

23.02 Entitlement

With the exception of those employees covered by the Letter of Understanding No.1 which establishes "grandfather" provisions regarding sick leave entitlement,

regular employees shall be eligible for sick leave in accordance with schedule set out below, subject always to the maximum accrual established in Article 23.04.

- (1) During the first twelve (12) months of service: one (1) day for each completed month of service commencing upon satisfactory completion of three (3) months of continuous service.
- (2) Upon completion of the one (1) year of service and up to and including the fifth (5) year of service: twelve (12) days per year.
- (3) Upon completion of the fifth (5) year of service and up to and including the fifteenth (15) year of service: eighteen (18) days per year.
- (4) Upon completion of the fifteenth (15) year of service and each completed year of service thereafter: twenty-four (24) days per year.
- (5) The yearly sick-leave entitlements set out in Subsections (2) through (4) above shall be advanced to employees on January 1 of each year of service. However, should the employment of such employee terminate for any reason before the yearly sick leave entitlement advanced on this basis has been earned in that year, an adjustment shall be made to the employee's final cheque to repay such advance.

23.03 Proof of Illness

- (1) The Employer reserves the right to require satisfactory proof of illness before any sick leave is granted.
- (2) Where the Employer requires a medical report during an examination of the "duty to accommodate" (pursuant to the requirements of the Human Rights Code of BC) the Employer shall pay the doctor directly.

23.04 Sick Leave Accrual

With the exception of those regular employees covered by Letter of Understanding No.1 which establishes "grandfather" provisions regarding sick leave accrual, the unused sick leave entitlement shall accrue and be available to the employee, as provided in Article 23.02, at the rate of one hundred percent (100%) during the first five (5) years of employment, during the sixth (6th) to fifteenth (15th) years at the rate of 66.67% of the unused entitlement and in the sixteenth (16th) year and each year thereafter, the amount of accrual shall be fifty percent (50%) of the unused entitlement. The maximum accrual allowable to one employee shall be one hundred and thirty (130) days.

23.05 Sick Leave Payout

No cash payment for unused sick leave will be paid to any employee leaving the service of the Employer.

23.06 Subrogation

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

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

The sick leave shall be restored to the amount of reimbursement remitted by the employee in the order withdrawn from their sick leave bank(s).

23.07 Sick Leave During Vacation

Where an employee qualifies for sick leave due to illness or injury during the period of vacation time, sick leave shall displace vacation leave. An illness or injury occurring while the employee is on scheduled vacation time shall not be accepted as a claim for sick leave benefits unless recuperation involves hospitalization or confinement to bed by order of a medical practitioner. Written medical verification of such illness or injury and hospitalization or confinement must be provided to the Employer in order for the employee to be eligible for sick leave benefits.

23.08 Personal, Emergency and Family Leave

- (1) A regular employee shall in each calendar year (January 1 to December 31) be entitled to utilize up to a maximum of **four (4)** paid work days to be deducted from their accumulated sick leave bank (Article 23.04) for the purposes of personal, emergency and family leave.
- (2) In order to be entitled to the paid leave pursuant to this Article, an employee must have and maintain a minimum of seventy-five (75) days in their accumulated sick leave bank.
- (3) An employee shall get prior approval for the leave from the Employer and schedule the leave to meet operational requirements.

- (4) In the event of an emergency or unforeseeable occurrence the employee shall notify their supervisor of their absence as soon as practical.

23.09 Funeral Leave While on Vacation

Leave of absence, with pay, shall be granted to an employee in the event of a death of a member of the immediate family defined in Article 29.02 Immediate Family, while the employee is on annual vacation.

23.10 Medical Appointments

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

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

24.01 Regular employees shall earn vacation, sick leave and statutory holidays while they are in receipt of paid sick leave, provided the absence from work with pay does not exceed six (6) consecutive months.

24.02 Regular employees shall not earn vacation, sick leave and statutory holidays while they are on:

- (1) paid sick leave longer than six (6) consecutive months;
- (2) Long Term Disability Plan benefits;
- (3) unpaid leave in excess of thirty (30) consecutive days (calculated from the first day of absence of the leave from work with statutory holiday entitlements determined by the Employment Standards Act); or
- (4) Workers Compensation in excess of ninety (90) consecutive days.

ARTICLE 25, JOB EVALUATION

25.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions for which the Union is the bargaining agent and these shall be the recognized job descriptions subject to the provisions of this Article. When the Employer creates a new position or a position changes sufficiently to warrant a revised job description, a new or revised job description shall be prepared by the Employer and forwarded to the Union. This job description and rating shall not be finalized by the Employer until thirty (30) days have elapsed following the Union's receipt of such job description to allow an opportunity for the Union to review such job description and/or rating.

25.02 Employee Requested Pay Reviews

When an employee feels that the work of their position has changed to warrant a pay review, the employee involved may request a review of their rate of pay for such position which shall be made in writing to the Employer. The position in question shall be evaluated by the Employer under the terms of the Job Evaluation Plan. The employee and the supervisor shall complete the job evaluation questionnaire prior to the Employer rating the job. Where a final rate of pay is higher than the employee's regular rate of pay, the difference shall be paid retroactively to the date the employee first requested the pay review. Pay reviews shall be completed by the Employer within ninety (90) days of the employee making a request. The Employer shall send the results to the Union along with a copy of the job description, questionnaire, rating sheet and other documentation the Employer used in making its determination. Article 25.05 shall apply.

25.03 Determining Rate of Pay for New or Changed Jobs

When the Employer creates a new position or it changes the work of an existing position, the job description shall be forwarded to the Union in accordance with Article 25.01. The Employer shall determine an interim rate of pay for the position in question. Six (6) months after the new position was first filled by an employee or the change took place in the work of an existing position, the Employer shall evaluate the position under the terms of the Job Evaluation Plan. The employee and the supervisor shall complete the job evaluation questionnaire prior to the Employer rating the job. Where the final rate of pay is higher than the interim rate of pay, the difference shall be paid retroactively to the date of the employee's appointment to the position or the date of change of work of the position. The Employer shall send the results to the Union along with a copy of the job description, questionnaire, rating sheet and other documentation the Employer used in making its determination. Article 25.05 shall apply.

25.04 Disclosure to the Union

When the Employer forwards a new or revised job description to the Union, the Employer shall forward a copy of the employee questionnaire, rating sheets and other documentation it used in order to rate the position under the job evaluation plan.

25.05 Dispute Resolution

Within thirty (30) days of receipt of a new or revised job description and/or the Employer's rating of a position the Union may reply, in writing, that it disagrees with the job description and/or the rating. Failure by the Union to file its disagreement with the Employer within the thirty (30) days shall render a dispute unarbitrable and the Employer's decision shall be implemented. When the Union files its disagreement with the Employer, a meeting shall be scheduled with up to two (2) representatives from each Party to discuss the differences and attempt to reach agreement. If the Parties are unable to reach agreement over a job description and/or a rating then the dispute shall be defined and referred to a single Arbitrator pursuant to Article 13.04 Expedited Arbitration, except that (5) shall not apply. Up to two (2) Union representatives shall be granted leave of absence without loss of pay when involved in this dispute resolution process.

25.06 Implementation of Results

The results of a matter processed pursuant to this Article, shall not be implemented nor conveyed to an affected employee until the matter is considered concluded pursuant to this Article.

25.07 Job Evaluation Plan Part of Collective Agreement

The Joint Gender Neutral Weighted Point Job Evaluation Plan including the questionnaire, as agreed between the Employer and the Union forms part of the Collective Agreement as an Appendix.

25.08 Positions to be Posted

- (1) Where the re-evaluation of a position results in a three (3) or more pay grade wage rate increase for the position, then such position shall be posted as a vacancy. Should the Employer and Union agree, the position may be posted if a two (2) pay grade wage rate increase was the result of a re-evaluation.
- (2) Where an incumbent employee is not the successful applicant for the posted vacancy, then such employee shall be laid off and exercise bumping rights pursuant to this Collective Agreement.

25.09 Salary Protection

- (1) An employee whose position has been re-evaluated downward prior to November 1, 2001, shall maintain their existing rate of pay and shall receive all general wage increases for the duration of the current Collective Agreement while such employee remains in their current position.
- (2) An employee, whose position has been evaluated downward after November 1, 2001, to a pay grade below that pay grade currently received by the employee, shall be "blue-circled".
- (3) For the purposes of this Article, the following definition shall apply:

"Blue-circled" means that the employee shall continue to receive fifty percent (50%) of the negotiated wage rate increases applicable to the employee's re-evaluated position until the wage rate of the employee's re-evaluated position equals or exceeds the wage rate being received by the employee.

ARTICLE 26, MATERNITY AND PARENTAL LEAVE

26.00 Definitions

For the purpose of this Article "parent" includes a natural, adoptive, or same-sex parent.

26.01 Length of Leave

(i) Birth Mother

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

(ii) Parental Leave

Other than the birth mother, a parent shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

(iii) Extensions - Special Circumstances

An employee shall be entitled to extend leave without pay where a physician certifies:

- (a) the birth mother as unable to return to work for medical reasons related to the birth;
- (b) the parent is unable to return to work because the child suffers from a physical, psychological, or emotional condition requiring an

additional period of parental care.

(iv) Maximum Allowable Leave

It is understood that the maximum allowable leave or combination of leave entitlements pursuant to this Article shall be fifty-two (52) continuous weeks or the maximum permitted by Employment Insurance.

26.02 Notice Requirements and Commencement of Leave

- (i) An employee who requests parental leave shall be required to provide proof of adoption or birth of the child.
- (ii) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. In the case of adoption of a child, the employee shall provide as much notice as possible.
- (iii) Where the duties of a pregnant employee cannot reasonably be performed because of the pregnancy an appropriate accommodation shall be explored between the Parties prior to the Employer requiring the pregnant employee to commence maternity leave before her scheduled leave. In such cases the employee's previously scheduled leave period will not be affected.
- (iv) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (v) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (vi) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

26.03 Return to Work

On resuming employment an employee shall be reinstated to their previous position or a comparable position if their previous position has been eliminated, and for the purposes of pay increments and benefits, referenced in 26.05 herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

26.04 Sick Leave

- (i) An employee who suffers any illness or disability prior to commencing maternity leave shall be entitled to sick leave benefits.

- (ii) An employee while on maternity leave or parental leave shall not be entitled to sick leave benefits during the period of leave.
- (iii) Notwithstanding section (ii), an employee on maternity leave or parental leave who has notified the Employer of their intention to return to work pursuant to Articles 26.02 (iv) and (v) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

26.05 Benefits

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

26.06 Supplementary Employment Insurance Benefits

- (i) The SEIB Plan is intended to supplement the Employment Insurance benefits received by an employee while they are temporarily unable to work as a result of giving birth.
- (ii) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (iii) Subject to the approval of the Employment Insurance Commission, parents who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (iv) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and one hundred percent (100%) of their gross weekly earnings and is paid for the first seventeen (17) weeks, which includes the two (2) week Employment Insurance waiting period, and provided the employee continues to receive Employment Insurance benefits.
- (v) Should an employee resign prior to the expiration of their maternity or parental leave, or fail to remain in the active employ of the Employer for at least six (6) months after their return to work, the Employer shall recover monies paid pursuant to the SEIB Plan on a pro-rated basis.

- (vi) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (vii) Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time an employee is receiving benefits. Under this SEIB Plan the Employer does not guarantee any specific level of earnings but rather is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any payback arising from changes to or the application of the tax regulations.

26.07 Seniority

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

ARTICLE 27, LEAVE OF ABSENCE FOR UNION OFFICIALS

- 27.01** A list of Union officials shall be supplied to the Employer within fifteen (15) days of their appointment.
- 27.02** Time off with pay shall be granted to official representatives of the Union, upon application, when it becomes necessary to transact business in connection with matters affecting both Parties to this Agreement and without limiting generality, shall include collective bargaining meetings, Union-Management meetings, grievance meetings and arbitration hearings. The official representative of the Union to be granted time off with pay under this Article shall be limited to four (4) in number.
- 27.03** Time off without pay may be granted to representatives of the Union, upon application, when it becomes necessary to transact business in connection with matters affecting members of the Union and full consideration will be given as to whether or not the requested time off will adversely affect the business of the Employer.

27.04 Emergency Union Business

One (1) Union official, as named in Article 27.01, shall be allowed time-off without pay, to attend to emergency Union business arising from the operations of another employer under certification to Local 374, on short notice to the Employer provided such time-off does not disrupt normal operations.

27.05 Leave for Full-time Union Duties

- (1) An employee who has been offered a temporary or full-time position with the Canadian Union of Public Employees, the British Columbia Federation of Labour, or the Canadian Labour Congress shall be granted unpaid leave of absence without loss of seniority for the term of their appointment.
- (2) An employee elected to a full-time Union office shall be granted unpaid leave of absence for their term of office. During such leave of absence, seniority, benefits and entitlements shall be frozen and shall not continue to accrue or be utilized by that elected employee.
- (3) A request for such leaves shall be provided to the Employer in writing a minimum of thirty (30) days prior to the effective date of the leave.
- (4) In the event that an auxiliary employee fills the vacated position and it is extended beyond one (1) year, the auxiliary conversion provisions of the Collective Agreement shall not apply.

ARTICLE 28, JURY OR COURT WITNESS DUTY

28.01 Where a regular, probationary or auxiliary employee working full-time shifts in excess of three (3) continuous months has been selected to appear as a trial juror or subpoenaed to appear as a witness in any court action, they shall be granted leave of absence for such purpose.

28.02 Except where the court action is occasioned by such employee's private affairs, or any dispute arising out of this Agreement, leave of absence under this Article shall be with pay, provided that the employee turns over to the Employer any monies received for such service, other than normal expenses.

ARTICLE 29, FUNERAL LEAVE

29.01 Entitlement

In the event of death to a member of a regular, probationary or auxiliary employee working full-time shifts in excess of three (3) continuous months immediate family, as defined in Article 29.02, the employee shall be granted, upon request, a leave of absence deemed appropriate by their department head and, if the employee attends the funeral, they shall receive their regular straight time rate of pay for scheduled duty shifts on any of the days prior to the funeral, the day of the funeral, and the day after the funeral, to a maximum of three (3) days if the burial takes place in the Greater Victoria area, plus travelling time deemed reasonable by the department head, if the burial takes place elsewhere.

29.02 Immediate Family

For the purpose of this Article, "immediate family" shall mean the employee's: spouse (including common-law and same-sex spouse), children, stepchildren, foster children, parents, stepparents, foster parents, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents and grandchildren, or any other relative living at the same residence as the employee.

ARTICLE 30, GENERAL LEAVE

- 30.01** (1) The Employer may grant a regular employee unpaid leave of absence upon written request from an employee. The request for leave shall be for good and sufficient cause and approval shall not be unreasonably withheld by the Employer.
- (2) After the first thirty (30) consecutive days of unpaid leave all seniority, benefits and entitlements shall be frozen and shall not continue to accrue or be utilized while the employee is on the leave of absence.
- (3) While on an unpaid leave of absence in excess of thirty (30) days the Employer shall continue medical, extended health, dental, group life insurance and Long Term Disability coverage provided the Employee reimburses the Employer, in advance on a monthly basis, for all premiums associated with maintaining such coverage.

30.02 Benefit Trust Leave

An employee who is appointed by CUPE as a Trustee to the Capital Area Benefit Advisory Group or CUPE/GVLRA LTD Benefit Trust shall be granted leave of absence without loss of pay to attend meetings of the Trust(s).

ARTICLE 31, BENEFITS PLANS

31.01 Medical Services Plan and Extended Health Benefits

- (1) In consideration of a regular employee contributing twenty percent (20%) of the monthly cost of such employee's participation in the British Columbia Medical Services Plan, and the Extended Health Benefits Plan under the trusteeship of the Capital Area Benefit Advisory Group, the Employer shall contribute the remaining eighty percent (80%).
- (2) The Extended Health Benefit coverage shall include:
 - (a) vision care providing for full reimbursement towards the cost of the purchase of one (1) pair of eyeglasses or laser eye surgery every two (2) years for each regular employee and their dependants to a maximum cost of four hundred dollars (\$400.00) per pair or surgery;
 - (b) charges for routine eye examinations every two (2) calendar years to a maximum of seventy-five dollars (\$75.00) when performed by a Physician or legally authorized optical provider. Effective January 1, 2012 the maximum shall be one hundred dollars (\$100.00) every two (2) years;
 - (c) hearing aids to a maximum of two thousand dollars (\$2000.00) every five (5) years. Effective January 1, 2012 the maximum shall be three thousand dollars (\$3,000.00) every five (5) years;
 - (d) unlimited lifetime maximum;
 - (e) Bluenet; and
 - (f) no deductible.
- (3) **The Employer shall utilize the employee portion of the EI rebate to improve the Extended Health Benefit coverage.**

31.02 Dental Plan

- (1) The Employer shall maintain a dental plan for regular employees under the trusteeship of the Capital Area Benefit Advisory Group, which shall provide for payment of one hundred percent (100%) of claims under Plan "A" (basic services), fifty percent (50%) under Plan "B" (prosthetic appliance and crown and bridge procedures) and fifty percent (50%) under Plan "C" (Orthodontics to a maximum lifetime benefit of two thousand five hundred dollars (\$2,500.00) for each eligible employee and eligible dependent). Plan A (basic services) shall include composite (white) fillings on all teeth.

- (2) The Employer shall pay eighty percent (80%) of the monthly premium cost of the Dental Plan in each instance where the employee agrees to contribute the remaining twenty (20%) through monthly payroll deductions.

31.03 Group Life Insurance

- (1) Regular employees shall participate in the Group Life Insurance Plan under the trusteeship of the Capital Area Benefit Advisory Group as a condition of employment. Each participating employee shall have basic life insurance coverage in the amount of **three** times (**3x**) such employee's annual salary, rounded upwards to the next higher thousand, and accidental death and dismemberment coverage as defined in the Plan, plus such optional benefits as offered by the Trustees of the Capital Area Benefit Advisory Group which each employee desires.
- (2) The Employer shall pay eighty percent (80%) of the cost of the premiums of the basic group life insurance and accidental death and dismemberment benefits and the employee shall contribute the remainder. However, all premiums for any optional benefits shall be borne solely by the employee.

31.04 Effective Date of Benefit Coverage

It is understood that a regular employee's initial benefit coverage in the Medical Services Plan and Extended Health benefit plan, the Dental Plan, the Group Life Insurance Plan and the Accidental Death and Dismemberment Plan shall come into effect on the first day of the month following their date of hire or their appointment to regular status.

Eligibility for coverage under the Long Term Disability Plan shall come into effect on the first day of the month following completion of six (6) continuous months of service as a regular employee.

31.05 Maintenance of Benefit Coverage

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

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

31.06 Same Sex Relationships

An employee who co-habits with a person of the same sex, and who promotes such person as a "spouse" (partner), and who has done so for a period of not less than two (2) years, will be eligible to have that person covered as a spouse for purposes of Medical Services, Extended Health and Dental benefits and leaves related to family matters. This coverage includes dependants of the employee's same sex spouse.

31.07 Municipal Pension Plan

- (1) All newly hired regular employees shall participate under the Municipal Pension Plan, subject to the terms and conditions of such Plan, from their initial date of hire as a regular employee.
- (2) Auxiliary employees, who become eligible subject to the terms and conditions of the Municipal Pension Plan, may participate in the Plan.
- (3) An employee who prior to April 1, 2007 had purchased from the Municipal Pension Plan the time served by the employee in a probationary period with their current Employer (which had not before been considered as pensionable service) shall be reimbursed fifty per cent (50%) of the purchase cost by their Employer upon the employee producing the receipt and provided the employee has reached the minimum retirement age.

31.08 Death Benefits

- (1) In the event of death of any regular employee while in the employment of the Employer, the Employer shall pay to the beneficiary of the deceased employee one (1) month's salary in respect of continuous employment of five (5) years or less, or two (2) months' salary in respect of continuous employment of more than five (5) years, at the rate applicable for the last full month of the deceased employee's employment. For the purpose of this Article continuity of employment shall not be affected by temporary layoffs not exceeding two (2) months in length.
- (2) In this Article "the beneficiary of the deceased employee" shall mean the employee's surviving spouse, if any. The Employer may request proof of marriage or other legal documentation prior to making payment to a surviving spouse.

- (3) In the event there is no surviving spouse the “beneficiary of the deceased employee” shall mean the employee’s surviving children provided, however, that if any of the surviving children are below the age of majority or otherwise under legal disability, the whole amount of all benefits payable shall be paid in trust to the Public Trustee for the benefit of the dependants, in which event the Public Trustee may expend such monies in such manner and in such proportion as they deem fit for the benefit of all or any of the dependants according to their needs. The Employer may request proof of birth and/or other legal documentation prior to making payment to a surviving child or children.
- (4) In the event there are not surviving children the “beneficiary of the deceased employee” shall mean the estate of the deceased employee.
- (5) Notwithstanding (2), (3) and (4) above an employee may designate in writing on a form provided by the Employer a beneficiary for the receipt of any death benefits.

31.09 Long Service Pay

Upon the termination of employment of any regular employee, such employee shall be paid one (1) month’s salary at the rate applicable for the last full month of the employee's employment for each completed ten (10) years of continuous employment, and in addition, for each completed year of service in excess of the aforementioned ten (10) years calculation, a further ten percent (10%) of the employee's current monthly rate of pay shall also be paid. For purposes of this Article, continuity of employment shall not be affected by temporary layoffs not exceeding two (2) months in length, provided that such employment has not been terminated by the Employer because of failure of the employee to adequately and properly perform their duties of employment. Employees receiving the long service pay under this Article shall not be eligible for severance pay under Article 16.06.

Calculation Example – 21 years:

Year 1 – 10 (10 years)	=	1 month block
Year 11 – 20 (10 years)	=	1 month block
Year 21 (1 year)	=	10% of the current monthly rate
Total	=	2.1 months of salary

31.10 Long Term Disability Plan

- (1) The Employer and the Union shall participate in the Long Term Disability Plan (LTD) provided under the joint GVLRA/CUPE LTD Trust, or its successor trust when applicable, pursuant to the Trust Agreement executed by Trustees representing the Union and the Greater Victoria Labour Relations Association on behalf of the Employer effective January 1, 1987, which Trust Agreement may be amended from time to time by the Trustees.
- (2) All regular employees shall participate in this LTD Plan as a condition of continued employment. The required contributions for this coverage shall be as determined and amended from time to time by the Trustees and shall be shared equally by each employee through payroll deduction and the Employer (50% each), provided that in no event shall the total cost of such coverage exceed three percent (3%) of the total payroll for basic CUPE wages. Should the current benefits prove impossible to maintain for this three percent (3%) maximum in accordance with accepted actuarial accounting methods, the benefits shall be amended by the Trustees so that the three percent (3%) total cost is maintained.
- (3) The terms and conditions of this LTD Plan shall be as determined and amended from time to time by the Trustees, but in no event shall these benefits provide for other than the following, provided such benefits can be maintained for the total cost of three percent (3%) of payroll:
 - (a) A benefit level of **seventy** percent (**70%**) of the disabled employee's regular monthly earnings in effect on the date of disability, reduced by certain amounts received by and payable to the employee from other sources during the period of disability.
 - (b) A definition of disability which permits an employee to become eligible for benefits when completely unable to engage in their normal occupation for the first twenty-four (24) months of disability; and thereafter, when they are unable to engage in any occupation or employment for which they are reasonably qualified or may reasonably become qualified.
 - (c) A seventeen (17) week qualification period from the date of disability during which no benefit is payable under the Plan.

- (4) All claims for LTD coverage shall be adjudicated and administered by a carrier selected for such purposes by the Trustees. The terms of the Trust Agreement and Plan Documents as applicable shall apply to all matters not specifically addressed in this Article. Should a conflict arise between this Article and any of the above documents, this Article shall always apply.
- (5) Benefits While on Long Term Disability
- (a) An employee must make application for Long Term Disability benefits while on an extended sick leave and prior to the completion of the qualification period, and that if the employee is accepted for Long Term Disability benefits that the employee shall commence Long Term Disability upon completion of the qualification period.
- (b) An employee during the qualification period and while in receipt of Long Term Disability benefits shall be considered to be on approved leave of absence. Such an employee, including one engaged in rehabilitation employment with the Employer, shall continue to be covered by the provisions of the Medical Services Plan, Extended Health Benefits Plan, Group Life Insurance and Dental Plan. While in receipt of Long Term Disability payments, contributions to Municipal Pension Plan shall be waived and such status shall be reported to the Plan.
- (c) During the qualification period and while in receipt of Long Term Disability benefits, the eighty percent (80%) Employer paid and twenty percent (20%) employee paid premium cost sharing for the above plans shall remain for the first two years while on Long Term Disability after which the benefit premium costs shall be shared fifty percent (50%) by the Employer and fifty percent (50%) by the recipient for the duration of their claim.
- (d) Seniority shall continue to accrue while on Long Term Disability.
- (e) The GVLRA/CUPE LTD Trust may examine possible options to improve health and welfare benefit entitlements and make such recommendations to the Parties to this Agreement as the Trustees deem appropriate.
- (6) Notwithstanding anything in this Article, the Employer and the Union recognize that eligibility for and entitlement to Long Term Disability benefits shall be as set out in the Plan document.

31.11 Survivor Benefit

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

31.12 Employee and Family Assistance Plan

The Employer will maintain an employee and family assistance plan for all regular employees and their dependents.

For the purposes of this Plan, the definition of dependent shall be as defined by the Extended Health Plan.

The cost of the Employee and Family Assistance Plan shall be shared equally (50/50) by the Employer and the employees.

The Labour Management Committee will monitor the effectiveness of the Employee and Family Assistance Plan, respecting the strict adherence to confidentiality requirements, and make recommendations to the Employer and the Union for change if warranted.

ARTICLE 32, OCCUPATIONAL HEALTH AND SAFETY

32.01 Mutual Co-operation

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

32.02 Hazardous Substances

The Employer shall provide the Union, where practicable, with such information as may come into the Employer's possession which identifies the dangers involved with hazardous substances that employees are required to use in the course of their work.

32.03 Occupational Health and Safety Committee

The Parties agree to establish an Occupational Health and Safety Committee per the WorkSafeBC Regulations.

32.04 Clothing

After discussion and authorization of an employee's supervisor, appropriate raingear, rubber clothing and gloves shall be drawn from stores by outside staff and surveyors when their work requires. Employees engaged in collection of garbage shall be issued rubber and leather gloves and replacements as required. Coveralls will be issued to employees when their work requires at the discretion of the Employer.

32.05 Boots

For regular employees who have passed their probationary period, the Employer shall contribute **one hundred** dollars (**\$100.00**) annually towards the purchase of safety footwear where required by WorkSafeBC Regulations.

32.06 Immunization

All employees who frequently come into contact with garbage, sewage (including storm), bodily fluids (i.e. blood, etc.) and first aid attendants shall, if requested by the employee, be immunized against Hepatitis A and B at the Employer's expense.

ARTICLE 33, CONTRACTING OUT

33.01 No regular employee shall be laid off and placed on the recall list, terminated, or failed to be recalled to their classification as a result of contracting out.

ARTICLE 34, SUB-CONTRACTORS

34.01 All sub-contractors of the Employer shall provide wages which are at least equal to those specified in this Agreement, when work of a similar or same nature is performed.

ARTICLE 35, LEAVE OF ABSENCE

35.01 Leave of absence for education, skills upgrading or such other training purposes, as may be approved by the Department Head and the Chief Administrative Officer, shall not be a reason for loss in seniority. Continuation of all or a portion of the regular employee's benefits shall be determined in writing, prior to the granting a leave under this Article.

35.02 Regular employees who are required by Management to enrol in courses during their normal working hours shall be reimbursed with full pay, less any Government or other subsidies that may be received directly by the employee.

ARTICLE 36, DISCIPLINE AND EMPLOYEE RECORDS

36.01 Each employee shall be entitled to receive a record of their sick leave standing and any personal appraisal or disciplinary action that is added to their file.

36.02 Union Notification

The Union shall be notified of all dismissals, suspensions and discipline of employees within two (2) working days of such dismissals, suspensions or discipline.

36.03 Just Cause

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

36.04 Union Representation

In meetings where disciplinary action is to be taken, the affected employee shall have the right to have a shop steward or other Union representative present. The employee shall be advised of this right by the supervisor.

36.05 Removal of Disciplinary Record

(1) The Chief Administrative Officer will give every reasonable consideration to a request in writing from an employee to remove from their personnel file any formal discipline other than performance appraisals. Any disciplinary document may be removed at the discretion of the Chief Administrative Officer provided a minimum of twenty-four (24) months has elapsed from the date of issuance and there has been no further disciplinary action affecting the employee.

(2) Performance appraisals shall not be used as the basis for discipline.

36.06 Personnel Records

(1) Upon reasonable notice to the Employer an employee shall have the right to review the information contained in their personnel records.

(2) An employee shall have the right to make copies of any material contained in their personnel records.

(3) An employee shall have the right to appoint a Union executive member access to their personnel records by proxy in writing.

ARTICLE 37, TECHNOLOGICAL CHANGE

- 37.01** The Union recognizes the right of the Employer to introduce technological change for the purpose of improving operating efficiency.
- 37.02** Where a technological change is to be implemented which (1) affects the terms and conditions, or security of employment of a significant number of employees to whom the Collective Agreement applies; and (2) alters significantly the basis upon which the Collective Agreement was negotiated, the Employer shall give a minimum of ninety (90) days written notice of such change to the Union.
- 37.03** Within fifteen (15) days from the date of such notice, the Employer and the Union shall form an ad hoc technological change committee, consisting of two (2) members from each side, to discuss and resolve, if possible, all matters pertaining to the proposed change.
- 37.04** Where the introduction of such technological change results in an employee becoming redundant, the above committee shall include in its discussions, opportunities for retraining, transfer, or the matter of severance pay for such employee.
- 37.05** Where the committee is unable to resolve a dispute arising from the technological change, the matter shall be resolved, without stoppage of work, in accordance with the Grievance/ Arbitration procedure established in this Agreement.

ARTICLE 38, SEXUAL AND PERSONAL HARASSMENT

38.01 Sexual Harassment

- (1) The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment and agree to co-operate in attempting to resolve, in a confidential manner, all complaints of sexual harassment, which may arise in the work place.
- (2) For purposes of this Agreement, sexual harassment shall be defined as any sexually oriented practice which undermines an employee's health or job performance, or endangers an employee's employment status or potential.
- (3) Cases of sexual harassment shall be considered as discrimination and, if not resolved on a confidential basis pursuant to Article 38.01 (1) above, shall be eligible to be processed as a grievance. In cases of sexual harassment, an Arbitration Board shall have the power to transfer or discipline any person found guilty of sexually harassing an employee.

38.02 Personal Harassment

- (1) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree to cooperate in attempting to resolve complaints of personal harassment which may arise in the workplace.
- (2) For the purposes of this Article:
 - (a) Personal harassment is generally a pattern of behaviour consisting of offensive comments, bullying or actions that serve to demean, belittle or intimidate an employee(s) or cause personal humiliation;
 - (b) Personal harassment may include conduct related to unlawful discrimination under the Human Rights Code;
 - (c) Personal harassment does not include reasonable management activities to direct and manage the work force, including counselling, performance management and corrective discipline.
- (3) Cases of personal harassment shall, if not resolved, be eligible to be processed as a grievance.

ARTICLE 39, INDEMNIFICATION

39.01 Regular and auxiliary employees shall be indemnified against claims for damages in accordance with the Employer's Indemnification By-law (No. 1878 consolidated and adopted February 22, 1988) including and amendments which shall be attached to and form part of this Agreement.

39.02 Any dispute regarding the application of the Indemnification By-law to an employee shall be processed through the grievance procedure.

ARTICLE 40, CERTIFICATION TRAINING AND EDUCATION

40.01 It is agreed that regular employees shall be entitled to the terms set out in the Employer Policy No. PER-08 respecting Training, Development, Certification and Educational Advancement for Regular Employees.

ARTICLE 41, TERM OF AGREEMENT

41.01 Term

This Agreement shall be in effect from and including, January 1, 2020, to and including December 31, 2021, and shall continue in effect from year to year thereafter, subject to the right of either Party, within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, to require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Agreement, or a new Agreement.

41.02 Continuation Clause

Should either Party give written notice to the other Party in accordance with Article 41.01, this Agreement shall thereafter continue in full force and effect, until the Union shall commence a legal strike or the Employer shall commence a legal lockout, or the Parties shall conclude a renewal or revision of this Agreement or a new Agreement.

41.03 Section 50 Excluded

Sections 50 (2) and (3) of the Labour Relations Code of B.C. shall be excluded and have no application to this Agreement.

41.04 Retroactivity

Except where specifically provided, the effective date of all amendments to this Agreement shall come into effect on the first day of the month following the date of ratification, however, adjustments to salaries shall apply as provided in Schedules "A" and "B".

ARTICLE 42, LETTERS OF UNDERSTANDING

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

Letter No. 2 - Temporary Variation in Shift Times

Letter No. 3 - On the Job Training

Letter No. 4 – Job Sharing

Letter No. 5 – Auxiliary Employee Troubleshooter

Letter No. 7 – Auxiliary Employees: Market – Wage Rate Review

Letter No. 8 – Building Maintenance Workers

Letter No. 9 – Summer and Holiday Hours of Work for Out-of-School Care
Workers (Team Leaders)

Letter No. 10 – Alternate Work Schedules

Letter No. 11 – Employee Compensation While Relieving in a Higher Rated
Position

Letter No. 13 – Government or Education Funded Salary Sharing

Letter No. 14 – Recreation Program Instructors

Letter No. 15 – Modified Work Week

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed this _____ day of _____ in the year 2020, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION

Board Chair, GVLRA

President, CUPE Local 374

Executive Director, GVLRA

Vice-President,
CUPE LOCAL 374

APPENDIX "A"

AUXILIARY PARKS AND RECREATION EMPLOYEES

This Appendix is attached to and forms part of the Collective Agreement between the Corporation of the Township of Esquimalt and the Canadian Union of Public Employees, Local 333.

This Appendix applies to auxiliary employees working in the Corporation of the Township of Esquimalt's Parks and Recreation Department and establishes all the terms and conditions of employment (salaries and wages, hours of work and other conditions) of such employees.

The terms and conditions of the Collective Agreement do not apply to auxiliary employees covered by this Appendix, save and except as explicitly established by this Appendix, and should any conflict arise between this Appendix and any Article of the Collective Agreement, this Appendix shall apply:

1. Auxiliary Parks and Recreation employees shall be employed on the basis of Article 1.06 of the Agreement.
2. The hours of work of auxiliary Parks and Recreation employees shall be flexible in any day based upon operational needs, but regular hours shall not exceed forty (40) hours per work week.
3. The provision of Article 17.01 shall not apply to auxiliary appointments under this Appendix.
4. Parks and Recreation auxiliary employees shall not be eligible for the benefits of this Agreement, save and except those established under Article 1.09.
5. Nothing in this Appendix restricts the right of the Employer to use program instructors (specialists) as required on a contract basis provided that current Parks and Recreation auxiliary employees do not have the qualifications, experience, skill and ability to perform such work.
6. Auxiliary Parks and Recreation employees shall be paid at the current rates in accordance with Schedule "B" of the Collective Agreement.
7. Regular part-time and regular seasonal employees in the Corporation of the Township of Esquimalt's Parks and Recreation Department may as an alternative to receiving prorated benefits opt for the percentages in lieu of benefits established in Subsection 1.09 (2) (n).

SCHEDULE "A"

CORPORATION OF THE TOWNSHIP OF ESQUIMALT - CUPE
 LOCAL 374 SCHEDULE "A" - JANUARY 1, 2021
 REGULAR FULL TIME AND REGULAR PART TIME EMPLOYEES - HOURLY
 WAGE RATES

<u>Band & JE Pts</u>	<u>Point Range</u>	<u>POS No.</u>	<u>Max. Hrs/ Week</u>	<u>Job Title</u>	<u>2021-01-01 Hourly Rates -</u>		
					<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
			35	Weight Room Attendant*	19.79	20.60	21.41
1	98 - 128				24.96	25.91	26.91
2	129 - 159				25.43	26.44	27.41
	137	710	40	Custodian Maintenance Worker	25.43	26.44	27.41
	152	721	40	Labourer I **			27.41
3	160 - 190				25.93	26.96	27.95
	186	731	40	Parks Worker I			27.95
4	191 - 221				26.45	27.42	28.50
	193	723	40	Refuse Collector/Truck Driver			28.50
	199	741	40	Labourer II			28.50
	211	742	40	Light Equipment Operator			28.50
	211	745	40	Light Equipment Operator/Labourer II			28.50
5	222 - 252				26.97	27.96	29.06
	235	411	35	Reception Leader	26.97	27.96	29.06
	232	752	40	Truck Driver III			29.06
	235	756	35	Administrative Clerk I	26.97	27.96	29.06
6	253 - 283				27.59	28.63	29.73
	256	753	35	Finance Clerk I	27.59	28.63	29.73
	261	762	40	Building Maintenance Worker - Uncertified	27.59	28.63	29.73
7	284 - 314				28.27	29.31	30.45
	302	733	40	Turf Maintenance Worker			30.45
		735	40	Piper Layer			30.45
	296	772	40	Heavy Equipment Operator			30.45
	302	773	40	Gardener II			30.45
8	315 - 345				29.00	30.13	31.30
	322	732	40	Arborist I			31.30
	325	758	35	Administrative Assistant - Fire	29.00	30.13	31.30
	334	777	35	Facility Booking Clerk	29.00	30.13	31.30
	324	778	35	Program Support	29.00	30.13	31.30
	315	780	40	Building Maintenance Worker - Certified			31.30
	315	781	40	Buyer/Storekeeper	29.00	30.13	31.30
	323	783	40	Maintenance Worker			31.30
	324	784	35	Engineering Technologist I	29.00	30.13	31.30

Band & JE Pts	Point Range	POS No.	Max. Hrs/Week	Job Title	2021-01-01 Hourly Rates -		
					Step 1	Step 2	Step 3
9	346 - 376				30.13	31.30	32.48
	364	761	35	Finance Clerk II - Payroll/Licencing	30.13	31.30	32.48
	364	763	35	Finance Clerk II - Accounting	30.13	31.30	32.48
	347	765	35	Administrative Clerk II	30.13	31.30	32.48
	358	786	40	Chargehand - Roads			32.48
	352	771	40	Chargehand - Painter/Utility			32.48
	371	787	40	Chargehand - In-Ground			32.48
	353	782	40	Chargehand - Sewers			32.48
	357	794	40	Chargehand - Maintenance			32.48
	368	798	40	Lead Groundskeeper			32.48
	368	790	40	Maintenance Lead Hand	30.13	31.30	32.48
	361	785	40	Gardener III/Lead Gardener			32.48
10	377 - 407				31.62	32.83	34.13
	391	421	35	Aquatic Supervisor	31.62	32.83	34.13
		565	35	Lounge Supervisor	31.62	32.83	34.13
	402	744	40	Arborist II			34.13
	394	766	35	Out of School Care Supervisor	31.62	32.83	34.13
	403	770	35	Events Supervisor	31.62	32.83	34.13
	402	793	35	Office Administrator - Development & Community Safety	31.62	32.83	34.13
	387	796	35	Office Administrator - Administration	31.62	32.83	34.13
	394	799	35	Reception Supervisor	31.62	32.83	34.13
	390	805	35	Youth Services & Ice Programs Supervisor	31.62	32.83	34.13
	402	808	35	Office Administrator - Engineering & Public Works	31.62	32.83	34.13
11	408 - 438				33.61	34.94	36.28
	423	471	35	Archivist/Records Coordinator	33.61	34.94	36.28
	435	807	35	IT Support Technician	33.61	34.94	36.28
	411	810	35	Planning Technician	33.61	34.94	36.28
	408	811	35	Programmer - Parks and Recreation	33.61	34.94	36.28
	410	812	35	Public Works Technical Support	33.61	34.94	36.28
	422	814	35	Engineering Technologist II	33.61	34.94	36.28
12	439 - 469				35.72	37.11	38.56
	444	791	35	Payroll & Benefits Coordinator	35.72	37.11	38.56
	456	792	35	Accounting Coordinator	35.72	37.11	38.56
	457	801	40	Mechanic II - with TQ			38.56
	448	802	40	Parks Supervisor			38.56
	463	806	35	Planner I	35.72	37.11	38.56
	445	822	40	Public Works Supervisor			38.56
	466	825	40	RC Facilities Supervisor	35.72	37.11	38.56
	463	827	35	Administrative Assistant/Deputy Corporate Officer	35.72	37.11	38.56
13	470 - 500				38.06	39.54	41.08
	481	812	40	<i>Technical Supervisor</i>	38.06	39.54	41.08
	471	834	35	<i>Building & Plumbing Inspector</i>	38.06	39.54	41.08
14	501 - 531				40.56	42.14	43.76
	512	816	35	Coordinator - Parks and Recreation	40.56	42.14	43.76
	518	817	35	IT Support Analyst	40.56	42.14	43.76
	503	821	40	Mechanic Supervisor			43.76
	520	824	35	Planner II - Development	40.56	42.14	43.76
	509	830	35	Engineering Technologist III	40.56	42.14	43.76
	525	836	35	Planner II - Policy	40.56	42.14	43.76
15	532 - 562				43.20	44.90	46.65
	555	835	35	Senior Accountant	43.20	44.90	46.65
16	563 - 593				46.05	47.84	49.73
	581	823	35	Senior Planner	46.05	47.84	49.73
	567	840	35	Bylaw Management Officer	46.05	47.84	49.73
	566	841	35	Senior Building Officer	46.05	47.84	49.73

* result of Ready Conversion Award August 28,2009

** positions printed in italics not currently funded as Regular Full Time or Regular Part Time

SCHEDULE "A"

CORPORATION OF THE TOWNSHIP OF ESQUIMALT -
 CUPE LOCAL 374 SCHEDULE "A" - JANUARY 1, 2021
 REGULAR FULL TIME AND REGULAR PART TIME EMPLOYEES -
 HOURLY WAGE RATES

<u>Band</u>	<u>Point Range & JE Pts</u>	<u>POS No.</u>	<u>Max. Hrs/ Week</u>	<u>Job Title</u>	<u>2021-01-01 Hourly Rates -</u>		
					<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
11	432	803	40	J. Johnston - Grandparent	33.61	34.94	36.28

SCHEDULE "B"

CORPORATION OF THE TOWNSHIP OF ESQUIMALT - CUPE
 LOCAL 374 SCHEDULE "A" - JANUARY 1, 2021
 AUXILIARY EMPLOYEES – HOURLY WAGE RATES – MAXIMUM
 40 HOUR WEEK

<u>Job Title</u>	POS <u>No.</u>	<u>2021-01-01 Hourly Rates</u>		
		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Birthday Party Host	552			16.11
Snack Bar Attendant	518	15.20	15.48	16.11
Skate Shop Attendant/Ice Patrol	515			15.31
Bartender	520	16.56	17.23	17.91
Program Leader	572	18.29	19.01	19.76
Daycare Worker	431	18.45	19.19	19.96
Support Worker	435			19.96
Recreation Instructor I	573	18.59	19.34	20.11
Security	524	19.79	20.60	21.41
Lifeguard	554	19.79	20.60	21.41
Swim Instructor	555	19.79	20.60	21.41
Weight Room Attendant	558	19.79	20.60	21.41
Cashier-Receptionist	519	20.70	21.53	22.39
Custodial Worker	521	21.17	21.97	22.86
Recreation Instructor II	574	21.17	21.97	22.86
Water Exercise Instructor	556	22.39	23.29	24.19
Co-op Student	557	22.39	23.29	24.19
Labourer I	721			27.41
Parks Worker I	731			27.95
Personal Trainer	559	29.70	30.89	32.12
Fitness Instructor - Basic	560	29.70	30.89	32.12
Fitness Instructor - Specialized	561			32.12
Aquatic Instructor - Advanced	563			32.12
Fitness Instructor - Yoga	562	37.24	38.68	40.21
Bylaw Management Officer/Inspector	834	38.06	39.54	41.08

LETTER OF UNDERSTANDING NO. 2

BETWEEN:

CORPORATION OF THE TOWNSHIP OF ESQUIMALT
(hereinafter referred to as the "Employer")

AND

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

TEMPORARY VARIATION IN SHIFT TIMES

The Parties recognize that operational requirements may necessitate that certain employees work at times different than those normal work-day hours stated in Article 17.01. The Parties agree that when the Employer temporarily varies shift times under the terms of this letter then:

- (1) Shift differentials pursuant to Article 19 shall apply;
- (2) Overtime shall apply should the employee work in excess of the normal daily hours (being seven (7) hours for inside workers or eight (8) hours for outside workers);
- (3) Overtime shall apply should the employee work in excess of their normal weekly hours (being thirty-five (35) hours in a seven (7) day period for inside workers or forty (40) hours in a seven (7) day period for outside workers). Overtime entitlements shall be pursuant to Article 18.01(1).
- (4) Notwithstanding the foregoing, and in the event a minimum of forty-eight (48) hours notice of shift change has not been provided, then the employee shall be paid time and one-half (1 ½) their regular rate of pay for the first full shift that they are required to work.
- (5) The above notwithstanding, clause (4) above does not apply to emergency situations (for example: snow removal, flooding, etc.), regular employees who post or bump into a different position, or regular employees replacing auxiliary employees pursuant to Article 1.05.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed this _____ day of _____ in the year 2020, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION

Board Chair, GVLRA

President, CUPE Local 374

Executive Director, GVLRA

Vice-President,
CUPE LOCAL 374

LETTER OF UNDERSTANDING NO. 3

BETWEEN:

CORPORATION OF THE TOWNSHIP OF ESQUIMALT
(hereinafter referred to as the "Employer")

AND

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

ON THE JOB TRAINING

The Parties agree as follows:

- 1 When, in the Employer's opinion, operational requirements both warrant and permit and when it is practical from a financial perspective to do so, the Employer shall endeavour to provide on-the-job training to employees within their own functional work units during the normal working hours. The purpose of this training shall be primarily to maximize flexibility when assigning day-to-day work within the work unit and/or department and, secondly, to provide enhanced opportunity for employees to advance within their own departments as permanent vacancies occur therein.
- 2 Additional Employer considerations when selecting employees for training under this Letter shall be as follows in rank order:
 - (1) The present and future operating needs and efficiency of the department and/or work unit involved;
 - (2) the relationship between an eligible employee's current work and the training to be offered;
 - (3) the capabilities and past performance of the employees considered for training; and,
 - (4) seniority.
- 3 Training of a more general nature or of interest to a number of employees in a given work unit or department may also be offered by the Employer under this Letter. Such training shall always meet the basic criteria set out in the first sentence of Section (1) above, with employees being selected for such training on the basis of Section (2) above.

- 4 Training under this Letter shall in no event take place between departments and shall not be provided solely to enable employees to obtain the qualifications or experience required in order to qualify for higher paid positions. For purposes of this Letter, "functional work units" shall be defined as smaller work units within a given department which, for purposes of training, are considered distinct for functional or operational reasons by the Employer.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed this _____ day of _____ in the year 2020, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION

Board Chair, GVLRA

President, CUPE Local 374

Executive Director, GVLRA

Vice-President,
CUPE LOCAL 374

LETTER OF UNDERSTANDING NO. 4

BETWEEN:

CORPORATION OF THE TOWNSHIP OF ESQUIMALT
(hereinafter referred to as the "Employer")

AND

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

JOB SHARING

The Employer and the Union agree that where a regular employee wishes to share their full time position, that such job sharing agreement be mutually agreed upon for a "trial period" of up to one year using the following principles, provided however that nothing in this Letter of Understanding be construed as altering the existing rights and/or obligations of either Party under the Collective Agreement.

1. General

Where an employee occupying a regular full-time position wishes to share their position with another employee and has received written approval from the Chief Administrative Officer or designate and the Union, the employee shall be entitled to do so in accordance with the provisions of this Letter of Understanding.

2. Procedure

- (a) The employee shall apply in writing to his/her Supervisor indicating the reason for the request, including the hours and days of the week the employee wishes to share. A copy of the request shall be forwarded to the Chief Administrative Officer or designate and the Union.
- (b) The job share partner shall be selected by the Employer with the primary consideration being compatibility and must be qualified to perform the duties and responsibilities of the position. It is understood that job sharing units (pairings) shall be posted. An internal posting will occur before recruiting an outside applicant.
- (c) Where an employee's request is approved and results in an acceptable job sharing agreement, the Chief Administrative Officer or designate shall provide each affected employee with a letter covering the terms and conditions of the job sharing arrangement signed by the Employer and the Union.

- (d) The regular daily and weekly hours of the position being shared shall remain unchanged as a result of the job sharing arrangement unless such hours are specifically varied by the terms and conditions of the Letter referred to in paragraph 2 (c) above.
- (e) A job sharing arrangement shall be for a minimum period of one year and may be extended by mutual agreement between the Employer and the Union.
- (f) The minimum percentage of time allocated to a job share partner shall be forty percent (40%) of a full-time position, and the maximum time allocation shall not exceed sixty percent (60%) of a full-time position.
- (g) Where an employee's request is denied, the Union may request a meeting with the Chief Administrative Officer (or designate) to discuss the matter.

3. Employee Status and Working Conditions

- (a) (i) An employee in a job sharing arrangement shall continue to maintain their original employee status during the period of time covered by the job sharing arrangement and shall accumulate seniority in accordance with the employee's scheduled hours of work in the job sharing arrangement. Such an employee shall be entitled to use accumulated seniority for all applicable purposes set out in the Collective Agreement. Seniority shall be determined by the number of hours worked.
- (ii) In the event an auxiliary employee is a partner to a job share arrangement, then the auxiliary employee shall be converted to regular status should the job share arrangement continue beyond the one year trial period.
- (b) The general principles with respect to wage rates, employee benefit entitlement and premium payments for employees in job sharing arrangements are as follows:
 - (i) Wages shall be paid in accordance with the ratio that the employee's scheduled weekly hour's bears to the full time hours of the position being shared.
 - (ii) Paid leave benefits, such as Annual Vacation, Statutory Holidays and Sick Leave shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.

- (iii) The employee's share of the premium payments for health and welfare benefits, such as Medical, Dental, Extended Health and Group Life shall increase proportionately as the number of scheduled weekly hours decrease in relation to the full-time hours of the position being shared.
- (c) In accordance with the general principles outlined in paragraph 4(b) above, except as otherwise provided herein, the following shall apply to employees:
- (i) Vacation Entitlement - the employee's annual vacation entitlement shall be prorated according to the number of weekly hours the employee is scheduled to work in comparison to the full-time hours of the position being shared.
 - (ii) Statutory Holidays
 - 1) The employee's statutory holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared or effective as at the commencement of the job sharing arrangement in respect of the statutory holidays remaining in the balance of that calendar year.
 - 2) Where the employee has received an overage on the number of paid statutory holiday hours, the employee may be scheduled to work without pay to make up the equivalent number of overpaid hours.
 - (iii) MSP, Dental, Extended Health and Group Life - the Employer shall pay a prorated share of the premiums for the above noted benefits based on the proportion of the employee's scheduled hours work compared to the full-time hours of the position being shared relative to the premiums normally paid by the Employer for a full-time employee. The employee shall pay the balance in order to maintain full coverage.
 - (iv) Sick Leave – for the period of the job sharing arrangement, the employee shall have sick leave credited on a prorated basis, calculated on the same proportionate basis as the employee's scheduled hours of work bears to the full-time hours of the position being shared.

- (v) Municipal Pension Plan – where an employee is contributing to Municipal Pension Plan and enters into a job sharing arrangement, the employee shall be required to continue making payments towards Municipal Pension Plan. The existing cost-sharing arrangement shall continue to apply on the same percentage basis applied to the reduced earnings.
- (vi) Bereavement Leave – shall apply to employees participating in a job sharing arrangement, except that the maximum paid leave to be granted such employees is one and one-half (1 ½) working days.
- (d) When one member of a job sharing unit (pairing) is absent (e.g. sick leave, vacation, etc.) the other member of that unit (pairing) shall make every reasonable effort to cover for such absence by working full-time, rather than employ a temporary replacement when full-time coverage is required by the Employer.

4. Termination of Job Share Arrangement

- (a) A job share arrangement may be terminated earlier than expected by either of the employees or by the Employer, provided thirty (30) calendar days written notice has been served to the other employee(s) and Party(ies), or as otherwise provided for in this Letter referred to in paragraph 2(c) above. Other employees temporarily appointed to fill positions vacated as a direct result of job sharing shall be advised at the time of their temporary appointment that their term in the position could be abbreviated as a result of an early cancellation.
 - (b) Upon the expiry or termination of the job sharing arrangement, the employee shall revert to working in their original position under the terms and conditions then applicable unless some alternate job sharing arrangement has been approved in the interim. If the original position is not available or the employee did not occupy a position, he/she shall be either laid off or if a regular employee may bump a more junior employee in accordance with Article 16.03 of the Collective Agreement, on the same basis as any other employee, except where the junior incumbent was a regular full-time employee immediately prior to the job sharing such employee may bump a more junior regular full-time employee.
5. Either Party may cancel this Letter of Understanding by providing at least thirty (30) calendar days written notice to the other Party.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed this _____ day of _____ in the year 2020, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION

Board Chair, GVLRA

President, CUPE Local 374

Executive Director, GVLRA

Vice-President,
CUPE LOCAL 374

LETTER OF UNDERSTANDING NO. 5

BETWEEN:

CORPORATION OF THE TOWNSHIP OF ESQUIMALT
(hereinafter referred to as the "Employer")

AND

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

AUXILIARY EMPLOYEE TROUBLESHOOTER

1. This Letter of Understanding is attached to and forms part of the Collective Agreement. This letter shall remain in full force and effect for the term of the Agreement.
2. All recommendations of the Auxiliary Employee Troubleshooter appointed under this Letter shall be binding, unless the Parties mutually agree otherwise.
3. Procedure:
If a difference arises between the Parties relating to the determination of an auxiliary employee's status, Vince Ready or a substitute agreed to by the Parties, shall at the request of either Party:
 - a) investigate the difference, and
 - b) make written recommendations to resolve the difference within thirty (30) days of the date of receipt of the request.
4. Primary Function:
 - a) The primary function of the troubleshooter shall be to address concerns of bargaining unit employees who seek a determination of their employment status (an employee of regular status or an employee of auxiliary status) pursuant to the terms of this Collective Agreement.

- b) On a case-by-business case basis the troubleshooter may consider combining various jobs or positions to reasonably create a regular position. The troubleshooter reserves jurisdiction, subsequent to submission of the Parties, to determine if a job competition or a direct appointment is appropriate. Should a job competition be deemed appropriate then applicants shall be limited to internal auxiliary employees and the procedure of Article 15 (Posting and Filling of Vacancies) shall apply.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed this _____ day of _____ in the year 2020, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION

Board Chair, GVLRA

President, CUPE Local 374

Executive Director, GVLRA

Vice-President,
CUPE LOCAL 374

LETTER OF UNDERSTANDING NO. 7

BETWEEN:

CORPORATION OF THE TOWNSHIP OF ESQUIMALT
(hereinafter referred to as the "Employer")

AND

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

AUXILIARY EMPLOYEES: MARKET – WAGE RATE REVIEW

It is agreed by the Parties that new Schedule "B" employees are exempted from the Job Evaluation and the Parties will undertake a market place review in 2008 (which survey shall include all municipal recreational centres in the Capital Regional area) to determine, by mutual agreement, if any improvement to the Schedule "B" wage schedule is warranted. It is understood that any agreed adjustments to the auxiliary wage schedule shall come into effect on January 1st of calendar year 2008 and any general wage increase shall apply to the new rates.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed this _____ day of _____ in the year 2019, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION

Board Chair, GVLRA

President, CUPE Local 374

Executive Director, GVLRA

Vice-President,
CUPE LOCAL 374

LETTER OF UNDERSTANDING NO. 8

BETWEEN:

CORPORATION OF THE TOWNSHIP OF ESQUIMALT
(hereinafter referred to as the "Employer")

AND:

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

BUILDING MAINTENANCE WORKERS

Notwithstanding any provision of the Collective Agreement between the Employer and the Union, it is specifically understood and agreed that:

1. While it is not the sole requisite qualification, all Building Maintenance Workers must possess (or acquire as set out below) a Refrigeration Operator's Certificate.
2. The rate of pay for Certified Building Maintenance Workers is set at Pay Band 8 (3rd Step only).
3. Uncertified Building Maintenance Workers:
 - (a) will be paid at Band 6 until they acquire their Refrigeration Operator's Certificate;
 - (b) will be scheduled to provide, as soon as possible, the necessary six (6) month's "firing time" in order to qualify them to write the exam for their Refrigeration Operator's Certificate.
 - (c) within one (1) month of hiring must register for a Refrigeration Operator's Course for which the Township will pay the cost.
 - (d) must set the examination dates no less than three (3) months following completion of their firing time for which the Township will pay the fee;
 - (e) if an Employee fails an examination they must, at their own expense, rewrite as often as necessary to pass;
 - (f) upon receipt of notice of the examination dates, the Township will apply and pay for an Interim Certificate (the Interim Certificate is only good for twelve (12) months from date of issue);

- (g) if necessary, the Township may, depending upon its assessment of the Employee's likelihood for success, apply for a second Interim Certificate for a further twelve (12) month period (which would be at the employee's own expense).
- 4. If an Uncertified Building Maintenance Worker resigns employment with the Township of Esquimalt within the Interim Certificate period, full costs of the course, Interim Certificate and exam(s) must be reimbursed by the employee to the Township.
- 5. If a Certified Building Service Worker, for whom the Township financed their Refrigeration Operator's Certificate, resigns within one (1) year of acquiring their Certificate full costs must be reimbursed to the Township or, if resigning within two (2) years, one-half of all costs must be reimbursed.
- 6. Failure to acquire a Refrigeration Operator's Certificate within the maximum twenty-four (24) month Interim Certificate period or failure to set exam dates or sit for scheduled exams will result in the employee being placed on layoff pursuant to Article 16 of this Collective Agreement or their return to Auxiliary Custodian status.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed this _____ day of _____ in the year 2020, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION

Board Chair, GVLRA

President, CUPE Local 374

Executive Director, GVLRA

Vice-President,
CUPE LOCAL 374

LETTER OF UNDERSTANDING NO. 9

BETWEEN:

CORPORATION OF THE TOWNSHIP OF ESQUIMALT
(hereinafter referred to as the "Employer")

AND

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

SUMMER AND HOLIDAY HOURS OF WORK FOR OUT-OF-SCHOOL CARE WORKERS (TEAM LEADS)

In order to deliver efficient services in the Out-of-School Care program, specifically the provision of full day camps on statutory and school holidays (including summer, Christmas and spring breaks), the Employer and the Union agree to the following term and conditions concerning the hours of work of Out-of-School Care Workers (the employee):

1. Employees may work up to the eight (8) consecutive hours of work per day (excluding unpaid meal periods) to a maximum of forty (40) hours in any one (1) week before overtime rates of pay will apply per Article 18.01 of the Collective Agreement.
2. Employees may be scheduled to work between the hours of 7:00 a.m. and 6:00 p.m. from Monday to Friday in accordance with point number 1 above.
3. Where the employee is scheduled to work on any one day on either a full seven (7) or eight (8) hour shift, they will be entitled to one fifteen (15) minute rest break in each half of the full shift.
4. The Parties agree that there will be no change in the employment status as a result of this Letter of Understanding for any of the regular part-time employees currently working in Out-of-School Care Worker positions. Such employees will continue to enjoy the benefits and working conditions afforded their part-time status in accordance with the Collective Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed this _____ day of _____ in the year 2020, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION

Board Chair, GVLRA

President, CUPE Local 374

Executive Director, GVLRA

Vice-President,
CUPE LOCAL 374

LETTER OF UNDERSTANDING NO. 10

BETWEEN:

CORPORATION OF THE TOWNSHIP OF ESQUIMALT
(hereinafter referred to as the "Employer")

AND

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

ALTERNATE WORK SCHEDULES

Notwithstanding the terms of Articles 17.01 and 17.02 of the Collective Agreement, the Employer may entertain applications from Employees for alternate work schedules in accordance with the following:

1. The employee must be a regular full-time Employee within Local 374.
2. The employee's position retains its regular full-time status and shall revert to regular full-time hours of work upon the Employee or Employer giving sixty (60) days notice or upon the termination of employment by the employee in question. Such notice may be waived by mutual agreement of the Employer and the Union.
3. The employee may apply for a variation of their work schedule or a reduction in hours of work, or both.
4. Normal benefits available to regular employees may be maintained upon request by the employee and where necessary, and additional benefit costs arising from the alternate work schedule must be paid for by the employee.
5. Applications shall be submitted to the employee's Department Head with a copy to the Union. If approved by the Department Head a copy of the approval and terms of the alternate work schedule shall be provided to the employee and the Union.
6. The Department Head may, from time to time, request that the employee change their alternate work schedule to accommodate unanticipated vacancies within the department.
7. The Employer reserves the right to require up to a three (3) month trial period of any new schedule to ensure that service levels can be maintained.

8. A sick day, vacation, statutory holiday or other paid leave of absence shall be compensated equivalent to the hours of work established in the alternate work schedule and deducted from the employee's annual hourly entitlement
9. The employee is not eligible for call-out pay (under Article 18.02) where they are required to work during normal Monday to Friday hours of work for their position, as set out in Articles 17.01 and 17.02.
10. The Employee is not eligible for overtime pay (under Article 18.01) where they perform work during the normal hours of the alternate work day schedule or during the normal work for their position, as set out in Article 17.01 and 17.02.
11. A Department Head's decision to not approve an application for an alternate work schedule or to cancel an alternate work week may be appealed in writing within twenty (20) working days of the decision and will appear before a labour management meeting. If a decision on the appeal, mutually agreeable to both management and labour cannot be reached, the Municipal Administrator will make a final and binding decision.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed this _____ day of _____ in the year 2020, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION

Board Chair, GVLRA

President, CUPE Local 374

Executive Director, GVLRA

Vice-President,
CUPE LOCAL 374

LETTER OF UNDERSTANDING NO. 11

BETWEEN:

CORPORATION OF THE TOWNSHIP OF ESQUIMALT
(hereinafter referred to as the "Employer")

AND

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

EMPLOYEE COMPENSATION WHILE RELIEVING
IN A HIGHER RATED POSITION

The Employer and the Union agree to the following terms and conditions:

1. On those occasions where an employee is appointed to higher level duties, the regular employee may request that compensation be in the form of paid time off instead of receiving the higher rate of pay or pay adjustment associated with the higher level duties.
2. It is understood that approving an employee's request for time off (as outlined in point number 1 above) will be at the Department Head's discretion to approve based upon operational efficiencies and that such decision will be considered final.
3. It is also agreed that where approval is granted, such time off will be calculated based on the difference between the employee's regular rate of pay and that of the higher rated positions pay, or the difference between the employee's regular rate of pay and the pay adjustment set for the higher level duties to be performed (see Article 20.05 (1) and (2) of the Collective Agreement).

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed this _____ day of _____ in the year 2020, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION

Board Chair, GVLRA

President, CUPE Local 374

Executive Director, GVLRA

Vice-President,
CUPE LOCAL 374

LETTER OF UNDERSTANDING NO. 13

BETWEEN:

CORPORATION OF THE TOWNSHIP OF ESQUIMALT
(hereinafter referred to as the "Employer")

AND

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

GOVERNMENT OR EDUCATION FUNDED SALARY SHARING

The Parties agree, during the life of the current Collective Agreement, that the official signing officers of the Union may sign jointly with the Employer applications by the Employer to a senior government or educational institution to enable the Employer to receive assistance in salary sharing for auxiliary workers provided the work to be performed conforms with the following provisions:

1. Persons employed under the government or educational institution program shall be employed as auxiliary employees as defined in the Collective Agreement. Posting requirements will be waived by the Union if stipulated in the funding guidelines.
2. The work involved in such projects would not have directly resulted in the recall to regular employment of any laid off regular employee currently on the recall list.
3. Each project application will be presented to the Union as soon as practical prior to the deadline for the application to allow adequate time for review and/or consultation between the Parties.
4. That such projects comply with the provisions of the Collective Agreement between the Employer and CUPE Local 374.
5.
 - (a) That such projects provide new employment opportunities and do not displace existing jobs or regular or auxiliary employees.
 - (b) That the task involved in such projects is not one which has been done or could reasonably be expected to be undertaken by existing employees within the foreseeable future.

6. That the rates of pay not specifically covered by the Collective Agreement between the Employer and CUPE Local 374 be negotiated by the Parties.
7. That no changes are made to projects after they have been approved by the Union without the agreement of the Union.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed this _____ day of _____ in the year 2020, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION

Board Chair, GVLRA

President, CUPE Local 374

Executive Director, GVLRA

Vice-President,
CUPE LOCAL 374

LETTER OF UNDERSTANDING NO. 14

BETWEEN:

CORPORATION OF THE TOWNSHIP OF ESQUIMALT
(hereinafter referred to as the "Employer")

AND

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

RECREATION PROGRAM INSTRUCTORS

Notwithstanding any provision of the Collective Agreement between the Employer and the Union, it is specifically understood and agreed that:

1. The reporting pay provisions requiring a minimum of two (2) hours pay at the regular rate on any day that an auxiliary program instructor commences work is hereby waived, and
2. That an auxiliary program instructor shall be paid a minimum of one (1) hour pay at the regular rate on any day that an auxiliary program instructor reports to work
3. (a) The rate of pay for the program instructors referred to in this Letter of Understanding shall be established by mutual agreement between the Parties.

(b) The mutually agreed rate(s) of pay and the one (1) hour minimum set out in clause 2 above came into effect on October 1, 2007.
4. This Letter of Understanding shall not apply to auxiliary program instructors in the aquatic, curling, skate or hockey programs.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed this _____ day of _____ in the year 2020, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION

Board Chair, GVLRA

President, CUPE Local 374

Executive Director, GVLRA

Vice-President,
CUPE LOCAL 374

LETTER OF UNDERSTANDING NO. 15

BETWEEN:

CORPORATION OF THE TOWNSHIP OF ESQUIMALT
(hereinafter referred to as the "Employer")

AND

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

MODIFIED WORK WEEK

The Parties agree that during the term of this Agreement, and at a time mutually agreeable to the Parties, the Labour Management Committee will study the feasibility of implementing modified work week within various departments.

In the event that it is mutually agreeable to the Parties, modified work week may be implemented on a trial basis. The terms of such a trial will be set out prior to the implementation on a departmental basis, with the understanding that certain positions may be exempted.

The foregoing should not be interpreted as an endorsement or support in principle by the Employer for modified work week.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed this _____ day of _____ in the year 2020, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION

Board Chair, GVLRA

President, CUPE Local 374

Executive Director, GVLRA

Vice-President,
CUPE LOCAL 374