

AGREEMENT

The District of Metchosin

and

**The Canadian Union of Public
Employees,
Local 374**

JANUARY 1, 2020 – DECEMBER 31, 2021

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COLLECTIVE AGREEMENT

BETWEEN:

THE DISTRICT OF METCHOSIN
(hereinafter called the "Employer" or the "District")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 374
(hereinafter called the "Union")

WHEREAS the District is an "Employer" within the meaning of the Labour Relations Code of B.C.;

AND WHEREAS the Canadian Union of Public Employees, Local 374 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 Collective Agreement.

1.02 Employee

Means any person defined as such by the Labour Relations Code who is employed in one (1) of the categories listed below (Articles 1.03 through 1.06 inclusive), save and except those persons excluded from the bargaining unit by mutual agreement of the Parties or by the Labour Relations Board.

1.03 Regular Full-Time Employee

Means an employee who has successfully completed the requirements of the probationary period and who works a regular full-time work schedule.

1.04 Regular Part-Time Employee

Means an employee 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 (1/2) the normal full-time work schedule per year.

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

1.05 Auxiliary Employee

- (a) An Auxiliary employee means an employee not employed as a regular employee and may be employed for:
 - (i) Relief of regular employees on vacation leave, sick leave, long term disability, workers' compensation, compassionate leave, education or other leaves where the duration of employment is less than one (1) year.
 - (ii) **notwithstanding clause 1.05(a)(i) relief of a regular employee on maternity leave, adoption and parental leave.**
 - (iii) Non-repetitive projects where the duration of employment is less than one (1) year. 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 1.03 or 1.04.
 - (iv) Work of an emergency nature.
- (b) Auxiliary employees include employees who work less hours than regular part-time employees.

1.06 Probationary Employee

Means an employee who has not successfully completed the requirements of the probationary period pursuant to Article 15.02 (Probation Period).

1.07 Regular Part-Time Employee Benefits

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

- (a) The level of statutory holiday, vacation and sick leave benefits shall be prorated on the basis of hours paid including any hours covered by WorkSafeBC entitlements (subject to Article 24, Effect of Absence on Sick Leave, Vacations and Statutory Holidays). 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 previous six (6) month qualification period, divided by the full-time hours normally available during that period.

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

- (b) 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.

1.08 Auxiliary Employee Terms and Conditions of Employment

- (a) 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.
- (b) 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:
 - (i) The definition of an "auxiliary employee" as set out in Article 1.05.
 - (ii) The provision of Article 4, Union Security and Check-off.
 - (iii) The provision of Article 5, No Strikes or Lockouts.
 - (iv) The provision of Article 6, No Other Agreements/Representation.
 - (v) The provision of Article 7, No Discrimination, and Article 32, Sexual and Workplace Harassment.
 - (vi) The provision of Article 8, New Employees.
 - (vii) The provisions of Article 12, Grievance Procedure, and Article 13, Arbitration.
 - (viii) An auxiliary employee shall have their auxiliary service accumulated for purposes of regular seniority pursuant to Article 15.03, Auxiliary Employee Seniority, and shall be entitled to Article 15.02 (b) and (c).

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.

- (ix) The provisions of Article 16.03, Applications by Auxiliary Employees, and Factors Considered in Filling Posted Vacancies at Articles 16.02 (a), 16.02 (b), and 16.02 (c).
- (x) The hours of work provision of Article 18.01 and 18.02, the provision of Article 18.05, Rest Periods, and the provision of Article 18.06, Reporting Pay.
- (xi) The Overtime Rates provisions of Article 19.01, and Article 19.02, and the Call-Out provisions of 19.05.
- (xii) An auxiliary employee shall be paid in accordance with the appropriate Job Classification listed in Schedule "A" attached hereto, except where such employment for students is covered under a senior government assistance program in which the rates of pay are established pursuant to Letter of Understanding No. 1.
- (xiii) An auxiliary employee shall be eligible for salary increments upon completion of the equivalent days worked to that of a regular employee, and Article 20.03, Salary Increments and Article 20.04, Pay While Relieving in Higher Rated Positions shall apply. However, the allowable compensation set out at Article 20.04(a) shall be solely Step 1 of the new provision.
- (xiv) An auxiliary employee shall be paid **fourteen** percent (**14%**) of gross earnings (basic wages plus overtime) on each pay cheque in lieu of the full benefit package normally provided by the Agreement (including but not limited to vacations, statutory holiday pay, sick leave, medical, extended health benefits, dental and group life insurance coverage).
- (xv) An auxiliary employee working full-time shifts in excess of three (3) continuous months shall receive the entitlements of Article 27, Jury

and Court Witness Duty.

- (xvi) The provisions of Article 28.01, Leave for Union Business, Article 28.02, Leave for Full-Time Union Duties, and Article 30.04, Time Off For Elections.
 - (xvii) The Article 29, Maternity, Parental and Adoption Leave provisions (except Clause 29.04 (a) Benefits) shall apply to auxiliary employees.
 - (xviii) The provision of Article 31.06 (b), Municipal Pension Plan shall apply to auxiliary employees.
 - (xix) The provisions of Article 32.01, Mutual Co-operation, and 32.02, Hazardous Substances, Article 32.05, Clothing shall apply to auxiliary employees, and Article 32.07, Uniforms.
 - (xx) The provisions of Article 34.01, Employee Records, 34.02, Discipline, and Article 34.03, Union Notification shall apply to auxiliary employees.
 - (xxi) Time and one-half (1 ½) shall be paid for each hour worked by an auxiliary employee who works on a statutory holiday.
- (c) 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 position shall be added to their auxiliary hours upon return to their auxiliary status.
- (d) **Determining Status of Auxiliary Employees**
- (i) At least one (1) time each calendar year the Parties agree to address, at the Labour/Management Committee (or otherwise if mutually agreed), the potential conversion of specific auxiliary employees to regular status if they are eligible for such conversion.
 - (ii) An auxiliary employee may, through the grievance procedure, seek a determination of their employment status if not satisfied with the outcome of the foregoing review.
 - (iii) The District shall maintain a list showing the hours worked for all auxiliary employees. This list shall be updated in January of each year and shall be provided to the Union.

1.09 Call-Out

Refers to an unscheduled return to work by an employee after completion of

his/her normal work-day (work-shift).

1.10 Plural Terms

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

1.11 Standby

Refers to a scheduled period of time, outside of an employee's normal work-day or work-week, when that regular employee remains available to report for duty on a call-out basis.

ARTICLE 2, MANAGEMENT RIGHTS

2.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities within the District of Metchosin.

ARTICLE 3, UNION RECOGNITION

3.01 Bargaining Agent

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

3.02 Bargaining Unit

The terms and conditions of this Collective Agreement shall apply to all employees coming within the bargaining unit for which the Union has been certified, with the exception of those employees excluded by the Labour Relations Code of British Columbia, and any other position that may be excluded by mutual agreement of the Parties, or as excluded by the Labour Relations Board.

3.03 List of Union Officials

The Union shall provide the Employer with a list of elected officers, shop stewards and other official representatives of the Union. This list shall be kept current at all times.

ARTICLE 4, UNION SECURITY AND CHECK-OFF

4.01 Union Membership

- (a) All employees shall, as a condition of employment, become members of the Union and shall maintain their membership in good standing.
- (b) In the event that an employee fails to comply with Subsection (a) the Employer shall terminate his/her employment.

4.02 Deduction of Union Dues

- (a) Commencing with the first pay period following their date of employment, the Employer shall deduct from every employee all dues, initiation fees and/or assessments levied in accordance with the Union Constitution and By-Laws.
- (b) Deductions shall be made from each payroll and shall be forwarded to the Treasurer of the Union within the following month, accompanied by a list of the names and gross pay of all employees from whose wages deductions have been made under this Article.

4.03 Dues Receipts

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

4.04 Record of Employment on Termination

In the event 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 5, NO STRIKES OR LOCKOUTS

5.01 The Employer shall not request, require or direct employees within the bargaining unit to perform work resulting from legal strikes that would normally have been carried out by those on strike, providing the Employer is allowed to cross picket lines to carry out emergency work.

5.02 During the term of this Agreement, there shall be no lockouts 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.

ARTICLE 6, NO OTHER AGREEMENT/REPRESENTATION

6.01 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 7, NO DISCRIMINATION

7.01 (a) 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 or mental disability, national origin, political or religious affiliation, gender, sexual orientation, family status or marital status; nor by reason of his/her membership in the Union. This Article shall not apply to normal retirement in accordance with the Municipal Pension Plan.

- (b) The application of the foregoing shall be subject to Section 3(1) of the Human Rights Code of BC that requires the test of bona fide and reasonable justification to those matters as expressed in the Human Rights Code.

ARTICLE 8, NEW EMPLOYEES

8.01 Copies of Agreement

The Employer agrees to acquaint new employees with the fact that an Agreement between the Parties is in effect, and with the conditions of employment set out in Article 4 dealing with Union Security and Deduction of Union Dues.

8.02 Producing the Agreement

The Parties desire that employees become familiar with the provisions of this Agreement and agree to share equally in the cost of producing, in booklet form, sufficient copies to be made available to current employees upon request, as soon as practical after final execution of this Agreement. New employees shall be presented with a copy of this Agreement by the Employer, on commencement of their employment. In this regard, the Parties agree to co-operate in developing the format and production details for such booklets.

8.03 Orientation

Upon commencement of employment, a newly hired employee shall be advised by the employee's immediate supervisor of the name and work location of the shop steward.

Should the employee be scheduled to attend an orientation session provided by the Employer for new employees, the Employer may set aside up to one-half (1/2) hour of such session for the Union to acquaint new employees to the duties, benefits, and obligations of membership and employment.

In the event no such session is available a Union representative shall be provided an opportunity to interview a new employee for fifteen (15) minutes.

ARTICLE 9, CORRESPONDENCE

- 9.01** All correspondence between the Parties arising out of this Agreement, or incidental thereto, shall pass to and from the Employer and the President of the Union with a copy to the District of Metchosin Union Vice-President. The Union

shall advise the Employer of the current name of the President and the Vice-President.

- 9.02** The Union shall be notified of all hirings, promotions, demotions and appointments pursuant to postings under Article 16.01, terminations, retirements, deaths, layoffs, recalls and reclassifications of regular employees at the same time such written documents are issued to affected employees by forwarding a copy to the Union.
- 9.03** The Union shall be notified of any employee who initiates an application for long-term disability benefits.
- 9.04** The Union shall be notified of any employee who has a claim with WorkSafeBC that has been rejected.
- 9.05 Notification to Union**
The Employer shall notify the Union of the name, mailing address, position and location of each new employee, within fifteen (15) days of their date of employment. The Employer agrees to provide to the Union a current list of all bargaining unit employees and their mailing addresses in electronic form upon request.

ARTICLE 10, LABOUR-MANAGEMENT MEETINGS

- 10.01** With a view to maintaining harmonious relations and to facilitate administration of this Agreement, the Employer and the Union agree to hold meetings to discuss any matters of mutual interest, provided that specific grievances as defined in Article 12 Grievance Procedure shall not be discussed. Such meetings are to be held every two (2) months or with mutual agreement, on a more frequent basis. Such meetings are to be held within a reasonable time after a request by either Party.

ARTICLE 11

No longer applicable

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, alleged violation of the Agreement or any other dispute, including any question as to whether a matter is arbitrable. All grievances shall be dealt with progressively in the following manner without

stoppage of work, or refusal to perform work, except where otherwise specifically permitted by the Statutes of British Columbia.

12.02 Procedure

- (a) Step 1: Within twenty (20) working days from the date of the incident prompting the grievance, the employee may discuss the matter with the applicable supervisor who has been designated for such purpose by the Employer. If the employee so desires, a shop steward, or other designated Union representative, shall be present during discussions at this Step. The Employer shall advise the employee of their right to have a shop steward, or other designated Union representative present.
- (b) Step 2: If no settlement is reached within seven (7) working days from the date the grievance was first presented in Step 1, the Union shall submit the grievance in writing to the exempt manager of the employee, with particulars describing the incident or practice which prompted the grievance.

The recipient shall meet with the Union representative and/or another representative of the Union, and the employee within seven (7) working days of his receipt of the grievance at this step in an attempt to reach a satisfactory settlement. The Employer's response to the grievance at Step 2 shall be in writing within seven (7) working days of this meeting.

- (c) Step 3: If no settlement is reached at Step 2, a meeting shall be held between the senior representatives of the Union and the CAO within seven (7) working days of the Employer's response at Step 2. The Employer's response to the grievance at Step 3 shall be in writing within seven (7) working days of this meeting.
- (d) 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 Employer's answer at Step 3.

12.03 Extension of Time Limits

The Parties 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.

12.04 Policy Grievance

Where a dispute involving:

- (a) a question of general application or general interpretation of this

- Agreement occurs, or
- (b) where a group of more than three (3) **employees have** a common grievance, or
 - (c) where the Employer has a grievance, or
 - (d) where a grievance on discharge occurs, or
 - (e) where a grievance on lay-off or recall pursuant to Article 17 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 Grievable Disciplinary Action

An employee shall be given a copy of any document placed on the employee's personnel file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.

12.06 Deviation from the Grievance Procedure

- (a) 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.
- (b) A complaint filed pursuant to the Human Rights Code of BC is not included in (a) above.

ARTICLE 13, ARBITRATION

13.01 Appointment of an Arbitration Board

- (a) **Where a matter has been referred to arbitration the matter will be submitted to a single Arbitrator who is mutually agreeable to both Parties.** Within ten (10) working days of receiving **the notice referred to in Subsection 12.02 (d)**, the Parties shall appoint **a mutually agreed upon Arbitrator.**
- (b) **Notwithstanding the above, within ten (10) working days of receiving the notice referred to in Subsection 11.02 (d) either Party may refer the matter to an Arbitration Board consisting of a representative**

appointed by the representatives.

- (c) **Should the Parties or the representative appointees be unable to agree on an Arbitration or Chair in a timely manner, the appointment shall be made by the Collective Agreement Arbitration Bureau.**

13.02 Powers of Arbitration Board

- (a) The **Arbitrator/Arbitration Board** shall hear the Parties and render an award within fifteen (15) days from the time the **hearing is concluded**. The time limits fixed by this procedure may be extended by mutual consent of the Parties.
- (b) 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.
- (c) The decision of the **Arbitrator/Arbitration Board** majority shall be the decision of the Board. Where there is no majority decision **of an Arbitration Board**, the decision of the Chairperson shall be the decision of the Board. The decision 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.
- (d) Should the Parties disagree as to the meaning of the **Arbitrator's/ Arbitration Board's** decision, either Party may apply within five (5) days of receipt of the decision to clarify the decision. **This application may be made by letter, conference call or meeting.**

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

- (a) The Parties may, by mutual agreement refer to this Expedited Arbitration process any outstanding grievance filed at arbitration.
- (b) 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.

- (c) 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).
- (d) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (e) Notwithstanding (a) 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.
- (f) Neither Party shall use lawyers to represent them.
- (g) 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 presentations.
- (h) The Parties shall equally share the costs of the fees and expenses of the Arbitrator.
- (i) Neither Party shall appeal a decision of an expedited arbitration.

ARTICLE 14, EMPLOYEE APPRAISAL

14.01 Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the appraisal. Provision shall be made on the employee appraisal form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one (1) of the places provided. An employee shall, upon request, receive a copy of the employee appraisal at the time of signing. An employee appraisal shall not be changed after an employee has signed it without the knowledge of the employee. An employee may submit rebuttal documentation, to be placed on file, in response to the appraisal.

ARTICLE 15, SENIORITY

15.01 Definition

For purposes of this Collective Agreement, seniority shall be defined as the length of an employee's continuous employment from the date of last hire, in a regular position. The date of hire shall be recorded as the employee's seniority date. Regular employees shall not attain seniority until they have completed their probationary period, after which their seniority shall include the probationary period.

15.02 Probationary Period

- (a) All newly hired employees shall serve a probationary period not exceeding six (6) consecutive months from the date of hire, during which period such employee may be terminated for just cause being a lesser test of suitability. Part-time employees and those with irregular hours of work, the probationary period shall mean nine hundred and ten (910) hours worked. Once regular employees have completed their probationary period they shall receive their confirmation in writing with a copy to the Union.
- (b) Notwithstanding (a) above, an employee who is the successful applicant for a posted 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.
- (c) An employee who has been converted from auxiliary to regular status, without a posting, shall not serve a further probationary period.

15.03 Auxiliary Employee Seniority

- (a) 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:
 - (i) Upon completion of the probationary period.
 - (ii) 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 salary increments.

- (b) Auxiliary employees on WorkSafeBC Benefits shall receive credit for those scheduled hours that have been compensated by WorkSafeBC.
- (c) The Employer shall maintain a list of all auxiliary employees showing their place of employment, position, the date upon which each of the employee's services commenced and their current accumulated hours of work and shall send a copy of the list to the Union upon request.

15.04 Seniority List

- (a) The Employer shall maintain a current seniority list for regular employees showing each employee's seniority standing. Where two (2) or more employees commenced work on the same date, their relative seniority standing shall be determined on the basis of their application dates. The Employer shall provide a copy to the Union upon request.
- (b) Past service in auxiliary hours of work shall be accrued and recorded for the purposes of this Collective Agreement. Such hours of work shall be maintained for the purposes of Article 16, Posting and Filling of Vacancies.

15.05 Loss of Seniority

A **regular** employee shall lose seniority in the event:


- (a) The employee is terminated for just cause and is not reinstated.
- (b) The employee resigns **or retires**.
- (c) The employee has been laid off from employment for longer than twelve (12) consecutive months, or fails to accept recall under Article 17.08, or fails to report on the date and time required when recalled.

15.06 Transfer Out of Bargaining Unit

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, he/she shall retain the right to return for a period of twelve (12) months and upon returning, he/she shall bump into a position consistent with his previously accumulated seniority, with the required qualifications, experience, skill and ability on the basis of Article 17.03, provided such position is not higher than his/her former bargaining unit position. Junior employees displaced as a result shall likewise be eligible to bump.

ARTICLE 16, POSTING AND FILLING VACANCIES

16.01 Posted Vacancies

- (a) Where a regular vacancy occurs, or a new regular position is established, the Employer shall post a vacancy notice for a minimum period of eight (8) working days containing information relevant to the position (e.g. nature of position, wage/salary rate or range, qualifications and experience required, etc.).

- (b) 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.
- (c) A posted notice of a vacancy shall include a closing date for acceptance of all applications for the position. All applications shall be in writing.
- (d) All posted or advertised vacancies shall include the following statement on the notice: "This is a Union position".

16.02 Factors Considered in Filling Posted Vacancies

- (a) 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.

- (b) 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.
- (c) In any arbitration pursuant to Subsection (b) 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.
- (d) Notwithstanding 16.02(a) above, preference shall be given to the most senior outside 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 to all non-supervisory classifications in Pay Grade one (1) through Pay Grade four (4) of Schedule "A".
- (e) 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 he/she is judged by the Employer as having sufficient experience, skill and ability to otherwise satisfactorily perform the work in question, provided always that such employee is currently enrolled in an appropriate course of study or is in some other fashion acceptable to the Employer currently preparing to achieve the necessary certification and provided further that the employee can be expected to achieve such certification within a period of time deemed reasonable by the Employer. In such circumstances, the Employer shall consider the employee as having already achieved the required certification at the time of the promotional competition. 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 (a) above, he/she shall be awarded the position contingent upon successful achievement of such certification within the time limit established by the Employer for that purpose. If the employee fails to achieve such certification within this period, the employee shall revert to his/her former position.
- (f) In filling any posted vacancy on the basis of this Article, a current regular employee having the required qualifications, experience, skill and ability to do the work in question shall be given preference over an external applicant.

16.03 Applications by Auxiliary Employees

- (a) Auxiliary employees shall be eligible to apply for any vacancy posted under this Article and filled on the basis of Article 16.02 Factors Considered in Filling Vacancies. 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.

- (b) 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 the purposes of this Article.

16.04 Appraisal Period

When a currently employed regular employee is selected to fill a vacancy posted under Article 16.01, Posted Vacancies the employee 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 position and pay rate without a loss in seniority in the following circumstances:

- (a) By written notice of at least five (5) working days should the employee desire to return; or,

- (b) By written notice of at least five (5) working days should the Employer consider the employee to be unsatisfactory, unsuitable, or unable to perform the duties of the new position.

16.05 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.

16.06 Return to Former Position

A regular employee, who has been bumped by a more senior employee, or who has been notified of layoff and bumps a more junior employee pursuant to Article 17.03, and who remains continuously employed in some other regular position, shall receive preference in returning to his original position should it become vacant within twelve (12) calendar months of his having left that position, provided always that a more senior previously laid off employee who applies for such position having the required qualifications, experience, skill and ability to perform the work, shall always receive preference over the original incumbent in filling that position.

16.07 On the Job Training

- (a) 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 during normal working hours. The purpose of this training shall be primarily to maximize flexibility when assigning day-to-day work within a functional work unit and/or department and, secondly, to provide enhanced opportunity for employees to advance as permanent vacancies occur.
- (b) Training under this Article, may at the discretion of the Employer, take place between departments and may be provided to enable employees to obtain the qualifications or experience required in order to qualify for higher paid positions.
- (c) Additional Employer considerations when selecting employees for training under this Article shall be as follows in rank order:
 - (i) The present and future operating needs and efficiency of the department and/or work unit involved;
 - (ii) the relationship between an eligible employee's current work and the training to be offered;
 - (iii) the capabilities and past performance of the employees considered for training, and,
 - (iv) seniority.

- (d) 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 Article. Such training shall always meet the basic criteria set-out in the first sentence of Subsection (a), with employees being selected for such training on the basis of Subsection (c).
- (e) For purposes of this Article, "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.

16.08 Union Observer

Where a competition for a posted vacancy may be contentious the Employer upon the advice of the Union may arrange for a Union observer to attend the applicant interviews, without loss of pay.

ARTICLE 17, LAYOFF, RECALL AND BUMPING

17.01 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:

- (a) The elimination of such position; or,
- (b) Any reduction in working hours for a regular full-time employee; or,
- (c) The permanent reduction of the working hours in their position in excess of one (1) hour per day for a regular part-time employee; or,
- (d) The reduction in the rate of pay (pay grade) in the position as a result of a re-evaluation of the position.

17.02 Layoff Order

Regular employees shall be laid off on the basis of classification designated for the layoff by the Employer, with the senior employee(s) being retained in that classification, 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.

17.03 Bumping Rights

- (a) Within five (5) working days after being notified under Article 17.02 that they occupy a position designated for layoff, those regular employees who are not to be retained in that classification shall be given an opportunity to exercise their seniority, vis-à-vis more junior employees, by indicating their desire to bump into an appropriate position(s) designated by the Employer for such purpose on the basis of Subsections (i) and (ii) below, provided always that the bumping employee has 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. Failure to accept the bump into the designated position(s), when given the opportunity under this Article, shall result in the affected employee being laid-off and placed on the recall list:
 - (i) Firstly, the most junior employee occupying a classification in the same pay grade; or failing that,
 - (ii) The most junior employee occupying a classification in the next, or each subsequent lower, pay grade.
- (b) 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.
- (c) When an employee bumps a more junior employee in accordance with this Article, the employee shall be placed at the same increment step of the new wage grade as he/she occupied before so bumping.

17.04 Notice of Layoff

- (a) The Employer shall provide written notice to regular employees who do not bump a more junior employee in accordance with Article 17.03 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 an opportunity to work the applicable notice period, he/she shall be paid for that portion of the notice period during which work was not made available.
- (b) Notice under this Article 17.04 shall not apply to temporary layoffs. A

layoff not exceeding thirteen (13) weeks being defined as temporary.

17.05 Appraisal Period

- (a) A regular employee who bumps a more junior employee in accordance with Article 17.03, or who is recalled to employment in accordance with Article 17.08 (b), 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 prove unable to satisfactorily perform the duties of the new position, the employee shall be laid-off and placed on the recall list.
- (b) In no event shall an employee be permitted to bump a second time as a result of the same layoff, except for medical reasons when a second bump may be permitted, provided always that the second bump takes place within six (6) months of assuming the first position.

17.06 Severance Pay

Within the five (5) working days of being notified of layoff under Article 17.04 and as an alternative to either bumping a more junior employee in accordance with Article 17.03, or working the notice period and being laid off and placed on the recall list, the affected employee may elect to resign and take severance pay in lieu of the balance of the notice period received and outstanding at the time of making such election; and by so electing, not work the balance of such notice period. Employees who elect to take severance pay under this Article shall be finally and conclusively terminated in all respects and shall not have recall or other rights under this Agreement.

17.07 Recall List

Regular employees laid off under this Article, and not bumping a more junior employee in accordance with Article 17.03, and not electing to take severance pay in accordance with Article 17.06, shall be placed on the recall list in seniority order for a period not to exceed twelve (12) consecutive months. The Union shall be provided with a copy of the recall list upon request.

17.08 Recall Rights

- (a) Laid-off regular employees on the recall list may make application, on the same basis as active employees, for regular vacancies posted under Article 16.01. Laid-off regular employees on the recall list, who do not apply for posted vacancies, shall receive no consideration when such vacancies are filled on the basis of Article 16.02.
- (b) If the regular vacancy is not filled under Subsection (a), and in accordance

with Article 17.09 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.

- (c) In no event shall the Employer be required to re-employ any former employee who has been laid-off and who remains on the recall list for longer than twelve (12) months.
- (d) Notwithstanding Article 17.08 (a) and (b), an employee who has been given notice of layoff and has chosen to bump in accordance with Article 17.03, Bumping Rights, and subsequently 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 or more such employees seek recall to the same vacancy.

17.09 Recall Procedures

- (a) 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 CAO or designate. When filling regular vacancies under Article 17.08 (b), 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 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, subject to Subsection (d) below, lose all rights to recall.
- (b) 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.
- (c) 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.
- (d) Employees shall have the right to refuse two (2) recalls to employment

during their twelve (12) month recall period before losing their recall rights.

17.10 Status While on Recall List

During the twelve (12) month period on the recall list, laid-off employees shall not be eligible to receive any of the benefits of this Agreement unless established in another provision of this Collective 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 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.

17.11 Temporary Layoffs or Work Stoppages

- (a) Except for Subsection (b) below, this Article 17 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.
- (b) There shall be no overtime worked by any employee in excess of one (1) hour per shift in any operation affected by this Article while there are available regular employees on temporary layoff as a result of inclement weather, having the qualifications, experience, skill and ability to perform the work in question.

17.12 Special Placement

The Employer and the Union shall accommodate employees as required by the Human Rights Code of British Columbia.

ARTICLE 18, HOURS OF WORK

18.01 Work-Week

The normal regular full-time work-week shall consist of five (5) consecutive working days, Monday to Friday inclusive.

18.02 Work-Day

- (a) The normal regular full-time work-day shall consist of seven (7) hours of work between the hours of 8:00 a.m. and 4:00 p.m. with a minimum one-half (1/2) hour unpaid lunch period.
- (b) Where the normal regular full-time work-day shall consists of eight (8) hours of work such hours shall be between 7:00 a.m. and 5:00 p.m. with a minimum one-half (1/2) hour unpaid lunch period. Eight (8) hour work day positions shall be identified in wage Schedule "A" with an asterisk (*).

18.03 Variation of Working Times

Any variation in working times established in Articles 18.01 and 18.02 shall be a matter for discussion and agreement between the Employer and the Union.

18.04 Modified Work Week

- (a) Notwithstanding the provisions of Articles 18.01 and 18.02(a) all regular full-time employees shall work a modified work week that provides for a schedule of five (5) days of work for two (2) consecutive weeks and four (4) days of work for the third week. Days of rest shall be Saturday and Sunday. The accumulated day off (the "flex day") shall be scheduled by mutual agreement and shall normally be Monday or a Friday.
- (b) The daily scheduled hours of work shall be a consecutive seven (7) hours and thirty (30) minutes commencing at 8:00 a.m. with a minimum one-half (1/2) hour unpaid lunch period.
- (c) In the event of an unforeseen circumstance, the Employer may direct an employee to work on their scheduled flex day at straight time rates of pay provided another day off in lieu is granted within the following bi-weekly period, otherwise overtime rates shall apply for working on the flex day.
- (d) It is understood that Article 20.04, Pay While Acting in Higher Rated Positions, shall not apply to an employee while performing the duties of an employee who is absent on their flex day because of operation of this modified work week.
- (e) A sick day, vacation day, statutory holiday or other paid leave of absence from work shall be utilized in an hourly equivalent to the annual entitlement, (for example: seventy-seven (77) hours of paid leave for eleven (11) Statutory Holidays).
- (f) Flex time is not accrued on days an employee does not work, however where an employee works at least three and one-half (3½) hours and is absent the balance of the day as a consequence of illness, such day shall be treated as a normal full work day for purposes of this modified work week agreement.
- (g) Employees participating in the modified work week schedule shall receive their regular bi-weekly pay based on seventy (70) hours.

- (h) Should it become necessary to pay to an employee their accumulated flex-time, such payment shall be at straight-time rates.
- (i) The modified work week schedule shall operate by mutual agreement and may be cancelled by the Union or the Employer, upon thirty (30) days written notice to the other Party, where reasonable grounds exist. The normal regular hours of work, as specified in the Collective Agreement, shall then apply.

18.05 Rest Periods

Each employee shall be entitled to one (1) fifteen (15) minute rest period in each half of a shift of three (3) or more hours duration.

18.06 Reporting Pay

Employees reporting for work but not being put to work, shall be paid for two (2) hours. Employees who commence work shall receive not less than four (4) hours pay, unless discharged for just cause.

ARTICLE 19, OVERTIME

19.01 Definition

Overtime rates shall apply as follows:

- (a) Thirty-five (35) hour work week positions: Overtime rates shall apply for all work in excess of seven (7) hours in any work-day, or thirty-five (35) hours in a work-week.
- (b) Forty (40) hour work week positions: Overtime rates shall apply for all work in excess of eight (8) hours in any work-day, or forty (40) hours in a work-week.

19.02 Overtime Rates

The overtime rate on a normal work day shall be one and one-half times (1½x) for the first three (3) hours and double time (2x) thereafter. The overtime rate for all work performed after 12:00 midnight and on Saturday and Sunday shall be double time (2x) except the first three (3) hours worked from 6:00 am to 12:00 noon on Saturday shall be at time and one-half (1½). Overtime rates shall be calculated on regular classification rates.

19.03 Saturday and Sunday Work

Regular employees shall not be required to work overtime on Saturdays or Sundays, except in cases of emergency.

19.04 Time-Off in Lieu of Overtime

Employees shall have the option of receiving pay or banking overtime hours at the appropriate overtime rate. Such banked time is to be taken at a time mutually agreed by the employee and the CAO.

19.05 Call-Out

- (a) "Call-out shall be defined as an authorized or required unscheduled return to duty following the completion of an employee's normal work day/shift or work week.
- (b) In the event of a call-out of a regular employee or auxiliary employee a minimum of two (2) hours pay shall be paid at the appropriate overtime rate. The Employer shall attempt to call-out regular employees with the required abilities and qualifications prior to contacting auxiliary employees.

19.06 Fire Information Person Emergency Call Outs

- (a) Notwithstanding Article 19.05, in the event the Fire Information Person is called out
 - (i) to respond to an emergency 911 call outside of their regular daily start and finish times or regular work week, or
 - (ii) works in response to an emergency immediately prior to or after their normal daily start or finish time

such time shall be compensated at the rate of one hour of accrued time off for each one hour worked. Such accrued time off shall be scheduled by mutual agreement of the Fire Information Person and the CAO subject to a maximum scheduled block of time off, at any one time, of forty (40) hours. For the purposes of this provision, the accrued time shall be for time worked by the Fire Information Person as reported in the fire department log book records.

- (b) In the event of a call out for other than 911 emergency purposes then Article 19.05 shall apply.

19.07 Standby

- (a) **A regular employee who is placed on standby at a time or times other than his/her regular working hours shall be paid the following premiums.**
- (b) Notwithstanding Article 19.04 a regular employee designated by the Employer to be on standby shall be paid. The following premiums apply:
 - (i) Eight (8) hours pay at their applicable rate of pay for each week in which the employee is on standby; and
 - (ii) Four (4) hours pay at their applicable rate of pay for each statutory holiday in which the employee was on standby.
 - (iii) For the purposes of (i) above, the regular employee on standby shall be on call from 4:00 p.m. Monday through the week until 7:30 a.m. the following Monday.
 - (iv) When the standby person goes out on a call they shall be paid at their applicable rate of pay.
- (c) Any employee required by the Employer to carry and to respond to communication devices outside their regular work schedule shall be paid as per (b) above.
- (d) Employees on standby may decline standby assignments upon two (2) weeks' notice provided suitable replacements are available and/or the roster may be adjusted accordingly.
- (e) Employees on standby shall be provided with a vehicle, if available, by the District of Metchosin at no cost to the employee, in order that the employee may respond directly to call-outs.

ARTICLE 20, WAGES/SALARIES AND ALLOWANCES

20.01 Schedule "A"

- (a) The salaries and wages to be paid shall be those set forth in Schedule "A" which is attached to and forms part of this Agreement.
- (b) 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 Anniversary Date

The anniversary date for all purposes, other than increments which shall be governed by Article 20.03 Salary Increments and vacation which shall be governed by Article 21 Vacation, shall be the date of commencement of employment with the Employer. If an employee leaves the service of the Employer for a period of six (6) months or more and is re-engaged, their anniversary date shall be deemed to be the date of such re-engagement.

20.03 Salary Increments

- (a) While Schedule "A" provides a minimum and maximum salary, annual increments for regular employees must be earned before they are paid. The decision as to whether the increments are earned shall rest in the discretion of the Employer, either from personal observation or upon the recommendation of the supervisors in charge of the various departments in which the employee has been employed.
- (b) If any employee feels aggrieved with regard to the payment of annual increments, and if the Union feels the employee concerned has a justifiable complaint and so notifies the Employer, the matter will be dealt with under the grievance procedure.
- (c) Upon completion of the twelve (12) months of service and subject to the provisions of Subsections (a) and (b) above, the first salary increment shall be granted. Thereafter, salary increments shall continue to be granted after serving a minimum of twelve (12) months at the previous step, in accordance with Subsections (a) and (b).
- (d) 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 purposes of increments.

20.04 Pay While Acting in Higher Rated Positions

- (a) When an employee is appointed by the Employer to perform the full duties of a higher paid position than their own, the employee shall receive the minimum wage rate for the higher position, or an amount equal to one (1) increment above the employee's regular wage rate, whichever is the greater, for the total of the time spent in the higher position subject to Subsection (b) below.

- (b) In the event the employee does not perform the full duties of the higher position, a pay adjustment in an amount determined by the CAO, 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 wage rate.

20.05 Service Pay

All regular employees who have completed five (5) years' continuous service with the Employer shall receive service pay at the rate of seven dollars and fifty cents (\$7.50) per calendar month for each five (5) years of continuous service. This benefit will be prorated for regular part-time employees based on hours worked in each month.

Effective January 1, 2012 Service Pay shall be accrued throughout each year and paid out to employees on the first pay period of December or upon termination of employment.

20.06 Professional Fees

The Employer shall pay professional fees for any employee who is required by the Employer to be a member of a professional association.

20.07 First Aid Allowance

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.

The Employer shall also cover the costs of certification and re-certification and time off for certifying or re-certifying for regular employees required to hold a valid Level 2 Occupational First Aid Certificate.

20.08 Certifications, Licenses, Permits and Professional Associations

- (a) Regular employees who have passed their probationary period who are required by the Employer to maintain membership in a professional association as a condition of their employment or to hold and maintain accreditation or permits shall be reimbursed such costs to maintain their accreditation or permits upon presentation of proof of payment.

- (b) Where a medical examination is required to maintain a professional driver's license as a condition of employment, the Employer shall reimburse such medical examination costs upon presentation of proof of payment.

20.09 Dirty Pay

When designated by the Employer an employee shall receive a minimum of one-half (1/2) hour of premium pay, or the hours so worked, whichever is the greater, and provided such task(s) is outside an employee's normal duties:

- (a) when directed to be exposed to raw sewage in the cleaning, repairing, maintaining or upgrading of the wet well of a sewage lift station, active sewer lines, or sewage spills;
- (b) when directed to clean up excrement/fecal matter (human or otherwise), bodily fluids (blood, vomit, urine), diapers hypodermic needles or such other obnoxious material as approved by the Employer;
- (c) when directed to remove and dispose of dead animals.

The Premium shall be one-quarter (1/4) hour in addition to the employee's regular rate of pay.

ARTICLE 21, VACATION

21.01 Entitlement

- (a) In the first calendar year of service (January 1st to December 31st), vacation shall be granted to regular employees on the basis of one and one-quarter (1¹/₄) working days for each month, or portion of a month greater than one-half (1/2), worked before December 31st. Regular employees commencing employment after September 1st of any year, shall be granted vacation pay from their starting date until December 31st of that year. Regular employees may elect to take their earned vacation during their first year of service provided they have been employed for six (6) months.
- (b) Vacation with pay shall be granted to other regular employees as follows:
 - (i) After first (1st) year of service and up to the end of the fourth (4th) year of service: fifteen (15) days vacation per year.
 - (ii) Beginning the fifth (5th) year of service and up to the end of the eighth (8th) year of service: eighteen (18) days vacation per year.

- (iii) Beginning the ninth (9th) year of service and up to the end of the sixteenth (16th) year of service: twenty-three (23) days vacation per year.
- (iv) Beginning the seventeenth (17th) year of service up to the end of the twenty-fourth (24th) year of service: twenty-eight (28) days vacation per year.
- (v) During the twenty-fifth (25th) year of service and up to the end of the twenty-ninth (29th) year of service: thirty (30) days of vacation per year.
- (vi) During the thirtieth (30th) year of service and each year thereafter - thirty-three (33) days vacation per year.

21.02 Work on a Vacation Day

When an employee is requested by the Employer, and the employee agrees to work on a day that had been scheduled as part of the employee's annual vacation, the employee shall receive their straight time rate of pay and the employee shall be granted another vacation day off with pay in lieu, at a time mutually agreeable to the employee and the Employer.

21.03 Banking Vacation Entitlement

An employee may bank up to five (5) vacation days for use during the following vacation year at a time mutually agreeable to the Employer and the employee.

21.04 Vacation Requests

The Parties agree that a conflict in vacation requests shall be resolved in the following order; first by consensus, second by earliest date of application and thirdly by seniority. Vacation requests should be given prior to April 30 in any year. The Employer agrees to respond to a request for vacation within ten (10) working days.

21.05 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.

ARTICLE 22, STATUTORY HOLIDAYS

22.01 Entitlement

Regular and probationary regular employees shall be paid for the following statutory holidays:

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

plus (+) any other public holiday proclaimed by the Province of British Columbia or the Government of Canada.

22.02 Statutory Holiday Falling During Annual Vacation

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

22.03 Statutory Holiday Falling on a Rest-Day

When a statutory holiday falls and is celebrated on a regular or probationary regular employee's scheduled rest-day, the employee shall be granted another day off with pay in lieu, at a time mutually agreeable to the employee and the Employer.

22.04 Work on a Statutory Holiday

If any regular or probationary regular employee is required to work on the day that one of the above statutory holidays falls and is celebrated, the employee shall be paid in addition to their statutory holiday pay two times (2X) their regular pay for all such hours actually worked on that day.

22.05 Work on a Lieu Day

A regular employee who is required by the Employer to work on a lieu day designated for the employee pursuant to Article 22.03, Statutory Holiday Falling on a Rest Day, shall be paid in accordance with Article 19.02, Overtime Rates.

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, unable to attend work.

23.02 Subrogation

- (a) An employee who receives wage loss benefits from I.C.B.C. or WorkSafeBC shall reimburse the Employer (at the rate paid out) for benefits received under Article 23.02, up to the amount of:
 - (i) Benefits received from the Employer as paid sick leave under Article 23.02; or,
 - (ii) Benefits received from I.C.B.C. or WorkSafeBC and designated as compensation for loss of wages, whichever is less.
 - (iii) The employee's sick leave shall be restored to the amount of reimbursement remitted by the employee.

23.03 Sick Leave Entitlement

- (a) Regular employees shall earn paid sick leave entitlement at the rate of twelve (12) days per calendar year. Employees shall be credited with twelve (12) days sick leave on January 1 of each calendar year. An employee who commences employment after January 1 shall be credited with sick leave days in accordance with the number of full months remaining in that calendar year. An employee who uses more of their annual sick leave than has been earned and then ceases to be employed in that year shall be required to reimburse the year's unearned sick leave.
- (b) Unused sick leave entitlement shall accrue and be available to regular employees, at the rate of one hundred percent (100%). The maximum accrual allowable to an employee shall be thirty-six (36) days.

23.04 Proof of Illness

- (a) The Employer reserves the right to require satisfactory proof of illness before any sick leave is granted.
- (b) 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.

23.05 Sick Leave Payout

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

23.06 Supplement to Weekly Indemnity Benefits

An employee may use their unused accumulated sick leave to supplement the Weekly Indemnity Plan to a level of one-hundred percent (100%) of their regular wages.

23.07 Medical Appointments

Approved time off for an employee to attend a dentist, doctor or other medical appointment shall 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".

23.08 Weekly Indemnity Plan

The present BC Life weekly indemnity plan is incorporated in to the Collective Agreement. The Employer shall contribute one hundred per cent (100%) of the monthly cost of each regular employee's participation.

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:

- (a) Paid sick leave longer than six (6) consecutive months.
- (b) Long Term Disability Plan.
- (c) 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).
- (d) WorkSafeBC compensation in excess of ninety (90) consecutive days.

ARTICLE 25, NEW OR REVISED CLASSIFICATIONS

25.01 Job Descriptions

The Employer agrees to draw up Job Descriptions for all positions for which the Union is the bargaining agent, which shall be the recognized description. Where any such position changes sufficiently to warrant a revised description, or the Employer creates a new position, a new or revised description shall be prepared by the Employer and forwarded to the Union. This description shall not be finalized by the Employer until thirty (30) days have elapsed following the Union's receipt of such description to allow opportunity for the Union to discuss such description with the Employer.

25.02 Pay Reviews

- (a) Where the work of a position changes sufficiently to warrant a reclassification, the employee, or the Union, involved may request a review of the pay rate for such position in writing.
- (b) Where a new position is established by the Employer, the rate of pay for such new position shall be established by the Employer for a period of six (6) months. The employee(s), or the Union, involved may request a review of this pay rate following the completion of this six (6) month period in writing.
- (c) The Employer shall complete the requested pay review within ninety (90) days of the employee's request under Subsections (a) or (b) and present its findings to the Union. If the Parties are unable to reach agreement as a result of such pay review, the matter may be resolved by Arbitration under this Agreement.
- (d) When a position changes sufficiently to warrant a reclassification and a different rate of pay results, such different rate shall be paid retroactively to the date the request for review was first received by the Employer. However, in the case of a new position, such rate shall be paid retroactively to the date the employee(s) first assumed the position.

25.03 Salary Protection

- (a) An employee whose position has been re-evaluated downward prior to July 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.
- (b) An employee, whose position has been re-evaluated downward as a result of an evaluation after July 1, 2001, to a pay grade below that pay grade presently received by the employee, shall be "blue-circled".

(c)

ARTICLE 26, BEREAVEMENT LEAVE

26.01 Regular employees or auxiliary employees working full-time shifts in excess of three (3) continuous months may be granted up to three (3) regularly scheduled consecutive work days leave with pay, in the case of the death of a spouse (including common-law spouse), children, parents, brothers, sisters, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, grandparents and grandchildren, or any 2nd degree relative living at the same residence as the employee.

26.02 In the event the employee travels outside the Capital Regional District to attend the funeral, additional leave to a maximum of three (3) days will be granted, at the discretion of the CAO.

ARTICLE 27, JURY AND COURT WITNESS DUTY

27.01 Regular employees, probationary or auxiliary employees working full-time shifts in excess of three (3) continuous months subpoenaed to serve as a member of a jury or coroner's inquest, shall receive their regular pay for absence on regularly scheduled days of work, provided that the employee pays to the Employer all remuneration received for performing jury duty on those days, excluding payment for travel, meals and other expenses, and provided further, that the employee reports to work before or after fulfilling such duty on those days, when it is practical to do so.

27.02 Regular employees, probationary or auxiliary employees working full-time shifts in excess of three (3) continuous months, subpoenaed to attend court or coroner's inquest as a witness, except where the employee's private affairs have caused such court appearance, shall receive their regular pay for absence on regularly scheduled days of work, provided that the employee pays to the Employer all remuneration received for performing such witness duty on those days, excluding payment for travel, meals or other expenses, and provided further, that the employee reports to work before or after fulfilling such duty on those days, when it is practical to do so.

ARTICLE 28, LEAVE OF ABSENCE UNION OFFICIALS

28.01 Leave for Union Business

- (a) Official representatives of the Union, to the maximum numbers listed below, shall be granted time-off with pay when meeting official representatives of the Employer for the purpose of:
 - (i) Settling a grievance that has not been referred to a third party or to arbitration: to a maximum of two (2) Union appointees.
 - (ii) Labour/Management Committee: to a maximum of two (2) Union appointees.
 - (iii) Joint Committees established under the terms of this Agreement: to a maximum of two (2) Union appointees.
- (b) Time off work with pay shall be granted to **the local Vice President** for the purposes of negotiating a revision to or renewal of this Collective Agreement. **A leave of absence without pay shall also be granted to an additional employee for the purposes of collective bargaining to ensure that both inside and outside employees are represented at collective bargaining.**
- (c) Official representatives of the Union shall be granted leaves of absence without pay for the purpose of attending meetings, or transacting other business, in connection with matters affecting members of the bargaining unit.
- (d) All applications for leave of absence to conduct Union business under this Article, whether with or without pay, shall be granted only upon application to and upon receiving permission from the CAO, or his delegate. The Union shall provide reasonable notice prior to the commencement date of leave under this Article.
- (e) When leave without pay is granted under Subsection (b), the Employer shall not make a deduction from the regular salary or the benefits of the employee(s) involved, provided the Union reimburses the Employer the amount of the salary and benefit costs within thirty (30) days of the invoicing date by the Employer.

28.02 Leave for Full Time Union Duties

- (a) 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.
- (b) An employee elected to a full-time Union office shall be granted unpaid leave of absence for their term of office without loss of seniority. During such leave of absence, the employee shall not receive any of the benefits of this Agreement, except as provided herein with respect to seniority. The Employer may repost the employee's position after a period of one (1) year; however, that employee shall retain bumping rights when they return to the bargaining unit.
- (c) 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.

28.03 Emergency Union Business

One (1) Union official, as named in Article 3.03, 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.

ARTICLE 29, MATERNITY AND PARENTAL LEAVE

Note: The following language replaces in its entirety Article 29, Maternity, Parental and Adoption Leave

29.00 Definitions

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

29.01 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.

29.02 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.

29.03 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 29.05 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.

29.04 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 29.02 (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.

29.05 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.

29.06 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.

29.07 Seniority

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

ARTICLE 30, LEAVE OF ABSENCE

30.01 General Leave

Subject to maintaining efficiency of normal operations, the CAO may grant leave of absence without pay to regular employees for personal or other legitimate reasons, commensurate with the merits of each individual request.

30.02 Community Activities

Applications for leave without pay for sports competitions, non-profit or volunteer work or cultural purposes, will be considered by the Employer on the basis of the

merits of each individual request.

30.03 Education Leave

- (a) The Employer shall pay in advance the full cost of courses and training taken by an employee at the request of the Employer. There shall be no loss of wages, benefits or seniority.
- (b) In other circumstances of leave of absence for education, skills upgrading or other training purposes, such leave shall not be with loss of seniority. Continuation of all or a portion of the regular employee's benefits shall be determined in writing, prior to the granting of a leave under this Article.
- (c) A regular employee shall be entitled to leave of absence with pay to write examinations towards upgrading their employment qualifications.

30.04 Time Off For Elections

Employees shall be allowed time off with pay as established by statute before the closing of polls in any Federal, Provincial or Municipal election.

30.05 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).

30.06 Public Office Leave

- (a) The Employer shall grant unpaid leave of absence without loss of seniority or benefits so that an employee may stand as a candidate for a federal, provincial or municipal elective office for up to and including eight (8) weeks provided written notice is given to the Employer a minimum of two (2) weeks in advance of the requested effective date of the leave.
- (b) An employee who is elected to a full-time public office shall be granted unpaid leave of absence for the term of their office. During such leave of absence seniority, benefits, and entitlements shall be frozen and shall not continue to accrue or be utilized by the elected employee. The employee shall return to work within thirty (30) calendar days after completion of public office.

30.07 Public Safety Services Leave

Employees who participate in community service, which provide for public safety, such as Search and Rescue or Volunteer Firefighting for their own municipality may request leave without loss of straight time earnings or benefits and without loss of seniority when called out for service during working hours.

30.08 Travel Time While on Leave for Taking Training Courses

When directed by the Employer to attend a training course travel time shall only be paid if the course is beyond the Greater Victoria area. Travel time to and from the location of the course outside an employee's normal hours of work shall be compensated up to a maximum of three (3) hours to the course and three (3) hours from the course at the regular rate of pay to be taken in pay or time off. Any time off work shall be scheduled by mutual agreement of the employee and the Employer.

ARTICLE 31, BENEFIT PLANS

31.01 Medical Services Plan and Extended Health Benefits

- (a) The Employer shall contribute eighty percent (80%) of the monthly cost of a regular employee's participation in the B.C. Medical Services Plan, and the Extended Health Benefits Plan under the trusteeship of the Capital Area Benefit Advisory Group, provided that the employee agrees to contribute the remaining twenty percent (20%) on a check-off basis.
- (b) The Extended Health Benefit coverage shall include:
 - (i) 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 his dependents to a maximum cost of four hundred dollars (\$400.00) per pair or surgery;
 - (ii) eye examinations for each regular employee and dependents to a maximum of one hundred dollars (\$100.00) every two (2) years;
 - (iii) hearing aids to a maximum of three thousand dollars (\$3000.00) every five (5) years;

- (iv) an unlimited lifetime maximum;
 - (v) Bluenet
 - (vi) no deductible.
- (c) The Employer shall utilize the employee portion of the EI rebate to improve the Extended Health Benefit coverage.

31.02 Dental Plan

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) for each eligible employee and eligible dependent). Plan A Restorative Services will be amended to include composite (white fillings) on all teeth.

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 percent (20%) through monthly payroll deductions.

31.03 Group Life Insurance

Regular employees shall participate in the Group Life Insurance Plan, under BC Life, 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, plus such optional benefits, as offered by BC Life which each employee desires. The Employer shall pay eighty percent (80%) of the monthly premium cost of the premiums and the employee shall pay the remaining twenty percent (20%) through monthly payroll deductions.

31.04 Effective date of benefit coverage

It is understood that a regular employee's initial benefit coverage in the Medical Services, Dental, Extended Health, Group Life Insurance, Accidental Death and Dismemberment and Long Term Disability benefit plans will come into effect on the first day of the month following their appointment to regular status.

31.05 Maintenance of Benefit Coverage

- (a) 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.

- (b) 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 Municipal Pension Plan

- (a) All newly hired regular employees, upon completion of their probationary period, shall participate under the Municipal Pension Plan, subject to the terms and conditions of such Plan.
- (b) A newly hired employee, who was previously participating under the Municipal Pension Plan or a reciprocal plan, shall immediately be enrolled in the Plan, provided the new hire has not withdrawn their previous contributions and provided the break in service of the employee is thirty (30) calendar days or less.
- (c) Auxiliary employees, who become eligible subject to the terms and conditions of the Pension Benefits Standards Act, may participate in the Plan.
- (d) The retirement age of all employees shall be as provided in the Municipal Pension Plan. The Employer may temporarily rehire retired former employees, at its discretion, provided such rehiring does not prejudice promotions in less senior positions.
- (e) 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 percent (50%) of the purchase cost by their employer upon the employee producing the receipt and provided the employee has reached the minimum retirement age.

31.07 Death Benefit

In the event of the death of a regular employee, who has been employed by the Employer continuously for two (2) years, the Employer shall grant to the immediate dependents of such employee a sum equal to one (1) month's salary/wage, calculated at the rate to which such employee was entitled at the time of his death; such sums to be in addition to any salary accrued to the credit of such employee.

31.08 Long Term Disability Plan

- (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) The Employer and the Union shall participate in the Long Term Disability Plan 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.
- (c) 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.
- (d) 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: .
 - (i) 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.
 - (ii) A definition of disability which permits an employee to become eligible for benefits when completely unable to engage in his normal occupation for the first twenty-four (24) months of disability; and thereafter, when he is unable to engage in any occupation or employment for which he is reasonably qualified or may reasonably become qualified.
 - (iii) A seventeen (17) week qualification period from the date of disability during which no benefit is payable under the Plan.
- (e) 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.

(f) Benefits While on Long Term Disability

- (i) 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 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.
- (ii) For recipients on Long Term Disability benefits the eighty/twenty (80/20) premium cost sharing for the above plans shall remain for the first two (2) years while on long term disability after which the benefit costs shall be shared fifty per cent (50%) by the Employer and fifty per cent (50%) by the recipient for the duration of the claim.

- (iii) Notwithstanding (ii) above all long term disability recipients (including those whose claim may be in process) as of April 15, 1992 shall share the costs of premiums at fifty percent employee paid and fifty percent Employer paid for the entire duration of their eligibility for long term disability benefits.
- (iv) Seniority shall continue to accrue while on Long Term Disability.
- (v) 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.
- (vi) 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.

31.09 Early Retirement

Those employees who retire prior to age 65 may opt to continue to be enrolled under the benefits of the Group Life Insurance Plan and Dental Plan until age 65, provided the plans allow coverage to be continued. The employee will be responsible for one hundred percent (100%) of the premium.

31.10 Disposition of Employment Insurance Rebate

The Employer shall endeavour to register its Sick Leave Plan with Human Resources Development Canada for premium reduction purposes. The Parties agree that in the event the Employer is successful in registering the Sick Leave Plan with Human Resources Development Canada, then the Employer shall retain the employee portion of the rebate to be utilized for improvements to the Extended Health Benefit Plan.

31.11 Severance Pay

After five (5) year's continuous service, unless employment is terminated for just cause, severance pay of one and one-half (1½) day's pay for each completed year of service shall be paid to regular employees leaving the service of the Employer. Employees receiving severance pay under this Article shall not also be eligible for severance under Article 17.06 Severance Pay.

31.12 Same Sex Relationships

An employee who co-habits with a person of the same sex and 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 dependents of the employee's same sex spouse.

31.13 Retirement Counselling

An employee who is within ten (10) years of reaching their minimum retirement age shall be granted up to one (1) paid day/shift leave of absence to attend a retirement planning seminar provided by the Pension Corporation.

31.14 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.

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 Materials (W.H.M.I.S.)

The Employer agrees to maintain the Workplace Hazardous Materials Information System in accordance with the WorkSafeBC Industrial Health and Safety Regulations.

32.03 Occupational Health and Safety Committee

The Parties agree to establish an Occupational Health and Safety Committee as per the WorkSafeBC. Regulation. Time spent by employees on this committee shall be without loss of pay and benefits.

32.04

No longer applicable

32.05 Clothing

Coveralls, rubber boots, hard hats, rain gear and gloves (including anti-vibration gloves) shall be issued when, in the opinion of the CAO, these are required because of the nature of the duties performed.

32.06 Boot Allowance

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.

32.07 Uniforms

The District shall provide all uniforms required to be worn on duty. The employee shall be responsible to maintain such uniform in clean and good condition. Where dry cleaning or repairs is required the Employer shall reimburse the employee upon presentation of a receipt. Where footwear is required as part of the uniform, the Employer shall also provide such footwear.

ARTICLE 33, SEXUAL & WORKPLACE HARASSMENT

33.01 Sexual Harassment

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.

33.02 Cases of sexual harassment shall be considered as discrimination and, if not resolved on a confidential basis pursuant to Article 33.01 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.

33.03 Sexual harassment shall be defined as any sexually oriented practice which undermines an employee's health, job performance or endangers an employee's employment status or potential.

Sexual harassment examples may include but are not limited to:

- (a) Engaging in a course of vexatious (annoying, irritating) comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome.
- (b) Sexual solicitation or advance or inappropriate touching and sexual assault.

- (c) A reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

33.04 Personal Harassment

- (a) 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.

- (b) For the purposes of this Article:
 - (i) 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;
 - (ii) Personal harassment may include conduct related to unlawful discrimination under the Human Rights Code;
 - (iii) Personal harassment does not include reasonable management activities to direct and manage the work force, including counselling, performance management and corrective discipline.

- (c) Cases of personal harassment shall, if not resolved, be eligible to be processed as a grievance.

ARTICLE 34, DISCIPLINE AND EMPLOYEE RECORDS

34.01 Employee Records

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

34.02 Discipline

- (a) Any employee is subject to immediate dismissal or suspension for just cause.
- (b) 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.
- (c) The Employer shall give every reasonable consideration to a request in writing from an employee to remove from his personnel file any written letter of discipline. Any disciplinary document may be removed at the discretion of the Employer, 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 employees. Performance appraisals shall not be used as the basis for discipline.

34.03 Union Notification

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

ARTICLE 35, BULLETIN BOARDS

35.01 The Employer shall provide bulletin boards which shall be placed so that all employees shall have access to them and upon which the Union and the Employer shall have the right to post notices of meetings, or such other notices as may be of interest to the employees.

ARTICLE 36, CONTRACTING OUT

36.01 No regular employee shall be laid off and placed on the recall list, nor failed to be recalled, or otherwise terminated, as a result of contracting-out of bargaining unit work normally performed by regular employees.

36.02 All subcontractors must meet WorkSafeBC safety standards as set down by WorkSafeBC.

ARTICLE 37, INDEMNIFICATION

37.01 Regular and auxiliary employees shall be indemnified against claims for damages in accordance with the Employer's Indemnification by-law (No. 39 dated January 19, 1987) including any amendments which shall be attached to and form part of this Agreement.

37.02 Any dispute regarding the application of the Indemnification bylaw to an employee shall be processed through the grievance procedure.

ARTICLE 38, TERM OF AGREEMENT

38.01 Term

This Agreement shall be in effect from midnight 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, 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.

38.02 Continuation Clause

Should either Party give written notice to the other Party in accordance with Article 37.01, 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.

38.03 Section 50 Excluded

Subsection 2 and 3 of Section 50 of the Labour Relations Code of British Columbia shall be inoperative and shall not be applicable to this Agreement.

38.04 Retroactivity

- (a) Following negotiations, within thirty (30) days of the acceptance of both Parties of the terms and conditions of an Agreement, the legal Agreement shall be executed by the official representatives of the two Parties.
- (b) Retroactive pay shall be paid at the earliest date practical, and not later than thirty (30) calendar days following the date of the signing of this Agreement.

ARTICLE 39, LETTERS OF UNDERSTANDING

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

1. Salary Sharing for Auxiliary Employees.
2. Jill Parsons & LTD Benefits
3. Transition to the First Collective Agreement
4. Employee Family Assistance Plan
5. Hours of Work – Fire Information Person
6. Personal, Emergency and Family Leave

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed on this ____ day of _____ 2020 in the City of Victoria, Province of BC.

FOR THE EMPLOYER

FOR THE UNION

CHAIRMAN, GVLRA

PRESIDENT, CUPE, Local 374

DIRECTOR, GVLRA

BARGAINING REPRESENTATIVE

EXECUTIVE DIRECTOR, GVLRA

SCHEDULE 'A'

2020 (Jan 1st 2% increase)				2021 (Jan 1st 2% increase)			
Pay Grade	Step 1	Step 2	Step 3	Pay Grade	Step 1	Step 2	Step 3
1	\$25.87	\$26.36	\$26.85	1	\$ 26.39	\$ 26.89	\$ 27.39
2	\$27.35	\$27.84	\$28.33	2	\$ 27.90	\$ 28.40	\$ 28.90
3	\$28.85	\$29.30	\$29.84	3	\$ 29.43	\$ 29.89	\$ 30.44
4	\$30.32	\$30.80	\$31.32	4	\$ 30.93	\$ 31.42	\$ 31.95
5	\$31.83	\$32.34	\$32.80	5	\$ 32.47	\$ 32.99	\$ 33.46
6	\$33.31	\$33.81	\$34.34	6	\$ 33.98	\$ 34.49	\$ 35.03
7	\$34.81	\$35.33	\$35.80	7	\$ 35.51	\$ 36.04	\$ 36.52
8	\$36.29	\$36.79	\$37.31	8	\$ 37.02	\$ 37.53	\$ 38.06
9	\$37.80	\$38.30	\$38.80	9	\$ 38.56	\$ 39.07	\$ 39.58
10	\$39.31	\$39.78	\$40.29	10	\$ 40.10	\$ 40.58	\$ 41.10
11	\$40.79	\$41.27	\$41.80	11	\$ 41.61	\$ 42.10	\$ 42.64
12	\$42.29	\$42.80	\$43.28	12	\$ 43.14	\$ 43.66	\$ 44.15
13	\$43.75	\$44.29	\$44.80	13	\$ 44.63	\$ 45.18	\$ 45.70
14	\$45.26	\$45.77	\$46.27	14	\$ 46.17	\$ 46.69	\$ 47.20
15	\$46.76	\$47.27	\$47.79	15	\$ 47.70	\$ 48.22	\$ 48.75

LETTER OF UNDERSTANDING NO. 1

BETWEEN:

THE DISTRICT OF METCHOSIN
(hereinafter referred to as the "Employer")

AND

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

Salary Sharing for Auxiliary Employees

The Parties agree as follows:

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

1. Persons employed under the government 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 senior government 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 at least thirty (30) days prior to the deadline for the application to allow adequate time for review and/or consultation between the Parties. This limit may be reduced by mutual agreement.
4. That such projects comply with the provisions of the Collective Agreement between the District of Metchosin 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 and working conditions not specifically covered by the Collective Agreement between the District of Metchosin and CUPE Local 374 are negotiated.
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 on this 28th day of September 2018 in the City of Victoria, Province of BC.

FOR THE EMPLOYER

FOR THE UNION

BOARD CHAIR, GVLRA

PRESIDENT, CUPE Local 374

DIRECTOR, GVLRA

BARGAINING REPRESENTATIVE

EXECUTIVE DIRECTOR, GVLRA

LETTER OF UNDERSTANDING NO. 2

BETWEEN:

THE DISTRICT METCHOSIN
(hereinafter referred to as the "Employer")

AND:

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

Jill Parsons & Long Term Disability Claim

1. The Parties agree that this Letter of Understanding shall form part of the current Collective Agreement.
2. The Parties agree that existing benefits, coverage and entitlements presently provided to Ms. Parsons shall continue unchanged until she returns to work or coverage is discontinued pursuant to the terms of the BC Life long term disability plan.
3. That Parties agree that in the event Ms. Parsons is capable of returning to work, the Employer recognizes it has a "duty to accommodate" pursuant to human rights legislation.
4. The Parties will if necessary meet to determine, pursuant to the terms of the Collective Agreement, appropriate compensation and elements of a return to work plan.
5. That Ms. Parsons, as of June 30, 2002, had been classified as Deputy Clerk/Planning Officer at an hourly rate of pay being \$28.77.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 28th day of September 2018 in the City of Victoria, Province of BC.

FOR THE EMPLOYER

FOR THE UNION

BOARD CHAIR, GVLRA

PRESIDENT, CUPE Local 374

DIRECTOR, GVLRA

BARGAINING REPRESENTATIVE

EXECUTIVE DIRECTOR, GVLRA

LETTER OF UNDERSTANDING NO. 3

BETWEEN:

THE DISTRICT METCHOSIN
(hereinafter referred to as the "Employer")

AND:

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

Transition to the First Collective Agreement

The Parties hereby agree as follows:

1. That this Letter of Understanding is attached to and forms part of the Collective Agreement and remains in full force and effect for the term of the current Collective Agreement.
2. That the current long service pay entitlements of

Name	Hired	service	rate/week	per month
Jill Parsons	Mar-85	17.3	17.24	68.96

shall be "frozen" and remain unchanged until the Collective Agreement entitlements at Article 20.05 meet or exceed such service pay entitlements.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 28th day of September 2018 in the City of Victoria, Province of BC.

FOR THE EMPLOYER

FOR THE UNION

BOARD CHAIR, GVLRA

PRESIDENT, CUPE Local 374

DIRECTOR, GVLRA

BARGAINING REPRESENTATIVE

EXECUTIVE DIRECTOR, GVLRA

LETTER OF UNDERSTANDING NO. 4

BETWEEN:

THE DISTRICT METCHOSIN
(hereinafter referred to as the "Employer")

AND:

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

Employee and Family Assistance Plan

1. The Employee and Family Assistance Plan **as developed by the Parties** shall apply to all regular employees, exempt employees and their dependents.
2. On a case-by-case basis access to the plan may be considered for an auxiliary employee(s) by the Employer. In the event of a traumatic event (such as a death in the workplace) the plan may be extended to all affected auxiliary employees.
3. For the purposes of the Employee and Family Assistance Plan, the definition of dependent shall be as defined by the Extended Health Plan.
4. The cost of the Employee and Family Assistance Plan shall be shared equally (50/50) by the Employer and the employees.
5. The Labour Management Committee shall monitor the effectiveness of the Employee and Family Assistance Plan, respecting the strict adherence to confidentiality requirements, and make recommendations to the Employer and Union if warranted.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 28th day of September 2018 in the City of Victoria, Province of BC.

FOR THE EMPLOYER

FOR THE UNION

BOARD CHAIR, GVLRA

PRESIDENT, CUPE Local 374

DIRECTOR, GVLRA

BARGAINING REPRESENTATIVE

EXECUTIVE DIRECTOR, GVLRA

LETTER OF UNDERSTANDING NO. 5

BETWEEN:

THE DISTRICT METCHOSIN
(hereinafter referred to as the "Employer")

AND:

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

Hours of Work – Fire Information Person

The Parties hereby agree as follows:

1. That this Letter of Understanding is attached to and forms part of the Collective Agreement and remains in full force and effect for the term of the current Collective Agreement.
2. It is agreed that the Fire Information Person when scheduled for fire practice outside the normal work day (as set out in Article 18.02) shall attend such fire practice and take the equivalent time off work with pay to be accrued and taken in each six (6) month period, subject to mutual agreement of the Employer.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 28th day of September 2018 in the City of Victoria, Province of BC.

FOR THE EMPLOYER

FOR THE UNION

BOARD CHAIR, GVLRA

PRESIDENT, CUPE Local 374

DIRECTOR, GVLRA

BARGAINING REPRESENTATIVE

EXECUTIVE DIRECTOR, GVLRA

LETTER OF UNDERSTANDING NO. 6

BETWEEN:

THE DISTRICT METCHOSIN
(hereinafter referred to as the "Employer")

AND:

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

Personal, Emergency and Family Leave (Effective January 1, 2008)

The Parties hereby agree as follows:

1. That this Letter of Understanding is attached to and forms part of the Collective Agreement and remains in full force and effect for the term of the current Collective Agreement.
2. 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 23.03(b)) for the purposes of personal, emergency and family leave.
3. In order to be entitled to the paid leave pursuant to this Article, an employee must have and maintain a minimum of twenty-five (25) days in their accumulated sick leave bank.
4. An employee shall get prior approval for the leave from the Employer and schedule the leave to meet operational requirements.
5. In the event of an emergency or unforeseeable occurrence the employee shall notify their supervisor of their absence as soon as practical.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 28th day of September 2018 in the City of Victoria, Province of BC.

FOR THE EMPLOYER

FOR THE UNION

BOARD CHAIR, GVLRA

PRESIDENT, CUPE Local 374

DIRECTOR, GVLRA

BARGAINING REPRESENTATIVE

EXECUTIVE DIRECTOR, GVLRA

LETTER OF UNDERSTANDING NO. 7

BETWEEN:

THE DISTRICT METCHOSIN
(hereinafter referred to as the "Employer")

AND:

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

Winter Road Maintenance Schedule

The Parties hereby agree to meet within sixty (60) days within the signing of the Collective Agreement to discuss the implementation of a winter roads maintenance work schedule. It is recognized that the purpose of the winter roads maintenance is to provide road safety to the public.

The following principles shall apply to any change in the schedule:

- (a) The start and finish times will be shifted to accommodate early morning road maintenance work.
- (b) The normal regular full-time work-day shall consist of eight (8) consecutive hours with a one-half (1/2) hour unpaid meal break.
- (c) The normal regular full-time work week shall consist of five consecutive work-days, Monday to Friday inclusive.
- (d) Hours worked in excess of eight (8) hours shall be paid at the appropriate overtime rate.

Where this committee makes recommendations to amend the Collective Agreement respecting the foregoing, such recommendations may be implemented upon ratification by the GVLRA and the Union.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 28th day of September 2018 in the City of Victoria, Province of BC.

FOR THE EMPLOYER

FOR THE UNION

BOARD CHAIR, GVLRA

PRESIDENT, CUPE Local 374

DIRECTOR, GVLRA

BARGAINING REPRESENTATIVE

EXECUTIVE DIRECTOR, GVLRA