

COLLECTIVE AGREEMENT

The Corporation of the District of Oak Bay

and

The Canadian Union of Public Employees
Local No. 374

January 1, 2020 - December 31, 2021

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JOB EVALUATION PLAN (dated May 1997)

COLLECTIVE AGREEMENT

BETWEEN:

THE CORPORATION OF THE DISTRICT OF OAK BAY
(hereinafter called the "Employer")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 374
(hereinafter called the "Union")

WHEREAS the District is an "Employer" within the meaning of the Labour Relations Code of British Columbia;

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

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

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

NOW THEREFORE the Parties agree with each other as follows:

ARTICLE 1, DEFINITIONS

- 1.01 Party: means either of the Parties signatory to this Agreement.
- 1.02 Employee: means any person defined as such by the Labour Relations Code British Columbia who is employed in one 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.
- 1.03 Regular Full-Time Employee: is an employee occupying a position listed in the Wage/Salary Schedule(s) attached hereto, who has successfully completed the requirements of the probationary period and who works a regular full-time work schedule.
- 1.04 Regular Part-Time and Regular Seasonal Employee: is an employee occupying a position listed in the Wage/Salary Schedule(s) attached hereto, who has successfully completed the requirements of the probationary period and who works less than a full-time regular employee, yet at least one-half (½) the normal full-time work schedule per year.

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 of less than one (1) year's duration, WorkSafe BC compensation of less than one (1) year duration, compassionate leave, education leave or other leaves,
 - (ii) **notwithstanding clause 1.05(a) relief of a regular employee on maternity leave, adoption and parental leave,**
 - (iii) non-repetitive projects of less than one (1) year's duration. However, in the event the employment is extended beyond the one (1) year period, at the one (1) year anniversary date the employee shall be converted to regular status pursuant to Article 1.04 or 1.05 above, or
 - (iv) work of an emergency nature.
- (b) Auxiliary employees include employees who work less than regular part-time or regular seasonal employees.
- (c) Employees who directly provide recreation program services to the public on a "drop-in" or registration basis who have not been appointed to a regular position shall be considered as auxiliary employees. Of and by itself, this Section shall not be construed as a right to eliminate any existing regular positions.

1.06 Probationary Employee: is any employee who has not successfully completed the requirements of the probationary period pursuant to Article 13.02 (Probation Period).

1.07 Regular Part-Time and Regular Seasonal Employee Benefits

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

- (a) the level of statutory holiday, vacation and sick leave benefits shall be prorated on the basis of hours actually paid including any hours covered by WorkSafeBC entitlements (subject to Article 22.02). 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 seasonal employees working full weekly hours shall not have their statutory holiday entitlement on a pro-rata basis. A regular seasonal employee who is actively at work on a full time weekly basis shall receive the same statutory 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) Auxiliary Employees Outside the Parks and Recreation Department

Auxiliary employees in this group are not entitled to the terms and conditions of this Agreement, save and except as follows:

- (i) Payment of overtime in accordance with Articles 17.01 (Definition) and 17.02 (Overtime Rates).
- (ii) 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 holidays, sick leave, medical, extended health benefits, dental and group life insurance coverage).
- (iii) 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.
- (iv) An auxiliary employee shall have their auxiliary service accumulated for the purposes of regular seniority pursuant to Article 13.03 (Auxiliary Employee Seniority) and shall be entitled to the benefit of Article 13.02 (b) and (c).
- (v) An auxiliary employee shall have access to the grievance and arbitration procedure.
- (vi) An auxiliary employee shall pay Union dues and assessments pursuant to Article 4.02 (Union Dues).

- (vii) An auxiliary employee shall be paid in accordance with the appropriate Job Classification listed in the wage/Salary Schedules attached hereto, except where such employment for students is covered under a senior government assistance program in which the rates of pay are established under the program.
- (viii) An auxiliary employee shall be eligible to receive premium pay in accordance with Articles 16.06 (Reporting Pay) and 18.07 (Premium Pay). Auxiliary employees working full-time shifts in excess of three (3) continuous months shall receive the benefits of Articles 17.06 (Call Out), 18.08 (First Aid Allowance), 18.10 (Shift Differential), Articles 24 (Bereavement Leave) and 25 (Jury and Court Witness Duty).
- (ix) An auxiliary employee 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.

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

- (x) An auxiliary employee shall have the rights conferred by Article 14.03 (Applications by Auxiliary Employees).
- (xi) Time and one-half (1½) shall be paid for each hour worked by an auxiliary employee who works on a statutory holiday.
- (xii) An auxiliary employee shall be entitled to one fifteen (15) minute paid rest period within each three (3) consecutive hours of work provided such rest period is operationally feasible, that relief is readily available and that the Employer would not incur any increase in costs.
- (xiii) Where an increment structure exists, an auxiliary employee shall be eligible for a salary increment upon completion of the hourly equivalent of twelve (12) months' work of a regular employee (1820 hours for a 35 hour/week employee or 2080 hours for a 40 hour/week employee) and Article 18.04 – Salary Increments shall apply.

- (xiv) 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.
 - (c) Auxiliary employees Within the Parks and Recreation Department:
All terms and conditions of employment for auxiliary employees in this group are set out in Article 18.01 (a) and (b), and Appendix "A".
 - (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 Employer 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 Without limiting generality, Inside Staff: refers to those employees who are generally engaged in office, technical and administrative jobs.
- 1.10 Without limiting generality, Outside Staff: refers to those employees who are generally engaged in non-office supervisory positions, skilled, semi-skilled or unskilled labouring occupations.
- 1.11 Call-Out: refers to an unscheduled return to work by an employee after completion of his/her normal work-day (work-shift).
- 1.12 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.
- 1.13 Plural Terms shall apply wherever the singular is used in this Agreement, or vice versa, as the context requires.
- 1.14 Continuous Operations: refers to those facilities, services or functions which operate on a continuous basis, or at times outside the normal work-day (work-shift).

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 in the Municipal Service.

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 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 definition of "Employee" in Section 1 of the Labour Relations Code of British Columbia, as noted in the Bargaining Certificate, and any other position that may be excluded by mutual agreement of the Parties, or as excluded by the Labour Relations Board. This Agreement shall not apply to the following:

- (a) Employees covered by the International Association of Fire Fighters Agreement;
- (b) Employees covered by the Oak Bay Police Association Agreement.

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 any employee fails to comply with Subsection (a), the Employer shall terminate his/her employment.

4.02 Union Dues

- (a) Commencing on 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, as authorized in writing by the employee.
- (b) Deductions shall be made from each payroll and shall be forwarded to the Treasurer of the Union, when practicable not later than the 15th day of 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 provide a record of, or print on the T-4 slip, the total amount of Union dues deducted on behalf of each dues payee, by check-off, during the previous year.

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 Act of B.C. that requires the test of bona fide and reasonable justification to those matters as expressed in the Human Rights Act.

ARTICLE 8, NEW EMPLOYEES

8.01 Copies of Agreement

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 after final execution of this Agreement as possible. 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.

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 with copies to the Vice-President. The Union shall advise the Employer of the current name of the President and the Vice-President.

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

9.03 The Union shall be notified of all hirings, promotions, demotions and appointments pursuant to postings under Article 14.01 (Posted Vacancies), terminations, retirements, deaths, layoffs, recalls and reclassification of regular employees, at the same time such written documents are issued to affected regular employees by forwarding a copy to the Union.

9.04 The Union shall be notified of any employee who initiates an application for long-term disability benefits.

9.05 The Union shall be notified of any employee who has a claim with WorkSafeBC that has been rejected.

ARTICLE 11, GRIEVANCE PROCEDURE

11.01 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.

11.02 Procedure

- (a) Step 1: Within twenty (20) working days from the date of the incident prompting the grievance, the employee shall 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, may 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 employee and Union representative, and/or another representative of the Union, within seven (7) working days of his/her 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 designated senior representatives of the Union and the Employer 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.

11.03 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.

11.04 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 15 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.

11.05 Deviation from the Grievance Procedure

- (a) In the event that, after having initiated a grievance in writing, an employee endeavours to pursue the matter through any external jurisdiction other than the grievance procedure, then the Union agrees that pursuant to this Article and after fourteen (14) days of initiating the written grievance, 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.

11.06 Grievable Disciplinary Action

An employee shall be given a copy of any document placed on the employee's 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 procedures and the eventual resolution thereof shall become part of his/her personnel record.

ARTICLE 12, ARBITRATION

12.01 Appointment of an Arbitrator or 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 11.02 (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 each Party and a Chairperson appointed by the representatives.**
- (c) **Should the Parties or the representative appointees be unable to agree on an Arbitrator or Chair in a timely manner, the appointment shall be made by the Collective Agreement Arbitration Bureau.**

12.02 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 Chair 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.**

12.03 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.

12.04 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 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 12 (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 13, SENIORITY

13.01 Definition

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

13.02 Probationary Period

- (a) All newly hired regular employees shall serve a probationary period not

exceeding six (6) consecutive months from the date of hire, during which period such an employee may be terminated if he is unsatisfactory for any work related reason.

- (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.

13.03 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 sick leave entitlements.

- (b) 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 service and shall send a copy of the list to the Union upon request.

13.04 Seniority Lists

- (a) The Employer shall maintain current seniority lists for regular employees showing each employee's seniority standing. Where two 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 copies 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 and hours of work as an auxiliary employee shall be maintained by the Employer for the purposes of Article 14, Posting and Filling of Vacancies.

13.05 Loss of Seniority

A regular employee shall lose seniority in the event:

- (a) The employee is terminated for cause and is not reinstated.

- (b) The employee resigns **or retires**.
- (c) The employee has been laid off from regular employment for longer than twelve (12) consecutive months, or fails to accept recall under Article 15.08 (b), or fails to report on the date and time required when recalled.

13.06 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 shall retain the right to return for a period of twelve (12) months and upon returning, he shall bump into a position consistent with his/her previously accumulated seniority, qualifications, experience, skill and ability on the basis of Article 15.03 ((Bumping Rights), 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 14, POSTING AND FILLING VACANCIES

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

14.02 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), 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 14.02(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 three (3) of Schedule "B".
- (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 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 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 time period, the employee shall revert to his/her former position.

14.03 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 14.02 (Factors Considered in Filling Posted 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.

14.04 Appraisal Period

When a currently employed regular employee is selected to fill a vacancy posted under Article 14.01 (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.

14.05 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 15.03 (Bumping Rights), and who remains continuously employed in some other regular position, shall receive preference in returning to his/her original position should it become vacant within twelve (12) calendar months of his/her 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.

14.06 Employee Appraisal

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 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.

14.07 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 agrees 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.

14.08 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.

14.09 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 15, LAYOFF, RECALL & BUMPING

15.01 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 or regular seasonal 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.

15.02 Layoff Order

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

15.03 Bumping Rights

- (a) Within five (5) working days after being notified under Article 15.02 (Layoff Order) that they occupy a position designated for layoff, those regular employees who are not to be retained in that classification and department shall be given opportunity to exercise their seniority, vis-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 a lateral 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. Regular part-time employees may only bump other regular part-time employees.
- (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 the employee occupied before so bumping.

15.04 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 15.03 (Bumping Rights) 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 shall be paid for that portion of the notice period during which work was not made available.
- (b) Notice under this Article shall not apply to temporary layoffs. A layoff not exceeding thirteen (13) weeks being defined as temporary.

15.05 Appraisal Period

- (a) A regular employee who bumps a more junior employee in accordance with Article 15.03 (Bumping Rights); or who is recalled to employment in accordance with Subsection 15.08 (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 any 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.

15.06 Severance Pay

Within the three (3) working days of being notified of layoff under Article 15.04 (Notice of Layoff), and as an alternative to either bumping a more junior employee in accordance with Article 15.03 (Bumping Rights), 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.

15.07 Recall List

Regular employees laid off under this Article, and not bumping a more junior employee in accordance with Article 15.03 (Bumping Rights), and not electing to take severance pay in accordance with Article 15.06 (Severance Pay), 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 copies of all recall lists upon request.

15.08 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 14.01 (Posted Vacancies). 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 14.02 (Factors Considered in Filling Posted Vacancies).
- (b) If the regular vacancy is not filled under Subsection (d), and in accordance with Article 15.09 (Recall Procedures) 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.

15.09 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 Personnel Department (or its equivalent). When filling regular vacancies under Subsection 15.08 (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.

15.10 Status While on Recall List

During this twelve (12) month period on the recall list, laid-off employees shall not be eligible to receive any of the benefits of this Agreement. The seniority, sick leave credits and vacation entitlement level of such employees shall be frozen at the time of their layoff and should the employee be recalled pursuant to this Article 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.

15.11 Temporary Layoffs or Work Stoppages

- (a) Except for Subsection (b) below, this Article 15 (Layoff, Recall & Bumping) 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.

15.12 Special Placement

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

ARTICLE 16, HOURS OF WORK

16.01 Work-Week

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

16.02 Work-Day

(a) Inside Staff

The normal regular full-time work-day shall consist of seven (7) hours between the hours of 8:30 a.m. and 4:30 p.m., with one (1) hour (unpaid) off for lunch; or seven and one-half (7½) hours with one half (½) off for lunch on irregular shifts.

(b) Outside Staff

The normal regular full-time work-day shall consist of eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m., including an unpaid lunch period from noon to 12:30 p.m.

16.03 Variation in Working Times

Any variation in working times established in Articles 16.01 (Work Week) and 16.02 (Work Day) shall be a matter for discussion and agreement between the Employer and the Union.

16.04 Irregular Schedules

It is recognized that auxiliary employees may work irregular schedules because of the nature of the work performed.

16.05 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.

16.06 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 cause.

16.07 Modified Work Week/Flex Time

During the term of this Agreement, and at a time mutually agreeable to the Parties, the Labour Management Committee shall study the feasibility of implementing modified work week/flex time within various departments and divisions. In the event that it is mutually agreeable to the Parties, as well as the majority of employees in the department or division involved, modified work week/flex time may be implemented on a trial basis. The foregoing should not be interpreted as an endorsement or support in principle by the Employer for modified work week/flex time.

16.08 Continuous Operations

Articles 16.01 (Work Week) and 16.02 (Work Day) notwithstanding, the hours of work for employees engaged in continuous operations shall not exceed eight (8) hours per day, and total hours worked per month shall not normally exceed the total monthly hours for other hourly paid employees, unless overtime rates apply.

ARTICLE 17, OVERTIME

17.01 Definition

With the exception of work performed as part of scheduled shifts, overtime rates shall apply for employees as follows:

- (a) Inside Staff: for work performed in excess of seven (7) hours in any work-day, or thirty-five (35) hours in any work-week or seven and one-half (7½) hours in any work day, or thirty-seven and one-half (37½) hours in any work week, as the case may be.
- (b) Outside Staff: for work performed in excess of eight (8) hours in any work-day, or forty (40) hours in a work-week.

17.02 Overtime Rates

The overtime rate on a normal work day shall be time and one-half times (1½x) for the first three (3) hours and double time (2x) thereafter. The overtime for all worked performed after 12:00 midnight and on Saturday and Sunday shall be double time (2x) except the first three (3) hours worked from 8:00 am to 12:00 noon on Saturday shall be at time and one-half (1½x). Overtime rates shall be calculated on regular classification rates, shift differential excluded. Overtime rates shall not apply to scheduled straight-time shifts worked on Saturday and Sunday in continuous operations.

17.03 Saturday and Sunday Work

With the exception of work defined in Subsection 16.01(b), regular employees shall not be required to work overtime on Saturdays or Sundays, except in cases of emergency.

17.04 Time-Off in Lieu of Overtime

The Employer shall give reasonable consideration to requests from employees working overtime that compensation be in the form of time-off rather than in salary at the appropriate overtime rate, subject to the maintenance of efficient services and operations and the Employer and the employee arriving at mutually satisfactory arrangements for such time-off.

17.05 Standby

- (a) For every eight (8) hours an employee is on standby/pumps, the employee shall receive two (2) hours pay at their regular rate of pay. The Employer shall give reasonable consideration to requests from employees working overtime that compensation be in the form of time off rather than in cash.
 - (i) Between Friday 4:30 p.m. and 12:00 midnight they shall receive two (2) hours pay at their regular rate of pay.
 - (ii) Between Friday 12:00 midnight and Saturday 12:00 midnight they shall receive six (6) hours pay at their regular rate of pay.
 - (iii) Between Saturday 12:00 midnight and Sunday 12:00 midnight they shall receive six (6) hours pay at their regular rate of pay.
 - (iv) Between Sunday 12:00 midnight and Monday 8:00 a.m. they shall receive two (2) hours pay at their regular rate of pay.
- (b) For every statutory holiday that an employee is on standby/pumps, he/she shall receive eight (8) hours extra pay at their regular rate of pay.
- (c) Upon implementation of an automated monitoring system (i.e. SCADA) only one half the compensation set out above will be payable where the employee is assigned to either standby or pump checking, but not both.

- (d) Any employee(s) required to carry and respond to communication devices outside their regular work schedule shall be deemed to be on standby for the purposes of this Article.
- (e) (i) The order for scheduling standby shall be as set out below:
 - 1. Peter Neilson
 - 2. John Currie
 - 3. Pat Smith
 - 4. Gary Flynn
 - 5. Dale Hauser
 - 6. George Niessen
 - 7. Boyd McIver
 - 8. **John D'Antonia**
- (ii) Standby shall be scheduled annually for the eight (8) employees, in the order listed set out in (i) above.
- (iii) If an employee in Public Works Standby/Pumps is unable to cover the assigned weekend, the following procedure will apply:

Each time any Employee declines scheduled Standby it shall be offered to the number one (#1) person listed in (i) above. Where the scheduled Standby is declined by the #1 person it shall be offered to the number two (#2) person and so on, down the list.

The Employer may create an "Alternate Standby List" from qualified employees and offer Standby shifts to the Alternate Standby Employees in seniority order providing always the Standby shifts shall be first offered to the eight (8) existing standby employees in the order listed in (i) above.

17.06 Call-Out

- (a) In the event of a call-out of a regular employee or auxiliary employee a minimum of two (2) hours pay will be paid at the appropriate overtime rate. If more than one call-out occurs during one shift, succeeding call-outs will be paid at actual time worked, travelling time to be included. The Employer shall attempt to call-out regular employees with the required abilities and qualifications prior to contacting auxiliary employees.
- (b) Call out shall be defined as an authorized or required unscheduled return to duty following completion of an employee's normal work day/shift or work week.

17.07 Assignment of Scheduled Overtime

This article shall apply for the purpose of scheduling non-emergency overtime in Public Works such as, but not restricted to, early morning concrete installation, Saturday work at the Public Works yard and putting Christmas lights up on the avenue.

- (a) The Employer shall establish a list of full-time Employees in the Public Works Department for the purpose of assigning scheduled overtime.
- (b) Employees assigned to this overtime eligibility list shall possess the required qualifications, skills and abilities to do the work available.
- (c) Employees shall be provided with two (2) weeks' notice to sign up for the list.
- (d) The Employer shall utilize this list in seniority order to assign overtime work, provided that regular employees shall be assigned work ahead of auxiliary employees.
- (e) Once an employee has worked a minimum of the target of sixteen (16) hours of overtime they shall be bypassed and the work assignment shall move to the next person on the list.
- (f) Once all individuals on the list have worked a minimum of the target of sixteen (16) hours, the Employer shall start from the top of the list again.
- (g) In the event an employee decides not to work the available overtime, then that employee shall be "by-passed" and the next employee(s) on the list shall be offered this overtime work.
- (h) This Article does not apply to overtime worked immediately after the normal shift of an employee.
- (i) An updated list outlining the rotation for overtime in the Public Works Department as set out in 17.07(e) will be posted on a bi-weekly basis.

ARTICLE 18, WAGES/SALARIES AND ALLOWANCES

18.01 Schedules "A" and "B"

- (a) The minimum salaries and wages to be paid shall be those set forth in Schedules "A", "B" and "C" which are attached to and form part of this Agreement.
- (b) Appendix "A" attached to and forming part of this Agreement, contains the

provisions regarding the terms and conditions of employment, salaries and pay grades, hours of work and all other conditions applicable to Oak Bay Parks and Recreation Department employees, notwithstanding any other provisions of this Agreement.

- (c) 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.

18.02 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 upon 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.

18.03 Pay While Relieving in Higher Rated Positions

- (a) When a regular employee is appointed by the Employer to perform the full duties of any higher paid position than his/her own:
 - (i) Outside Staff, as defined in Article 1.10 (Definitions), shall receive the rate for the higher position for the time spent in such higher position, subject to Subsection (b) below;
 - (ii) Inside Staff, as defined in Article 1.09 (Definitions), shall, receive the minimum salary for the higher position, or an amount equal to one (1) increment above the employee's regular salary, whichever is the greater, for the total of the time spent in the higher position, subject to Subsection (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 Municipal Administrator, shall be made to compensate for the additional responsibilities assumed, which adjustment for inside staff shall not be less than one (1) increment above the employee's regular salary.

18.04 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 first 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.

18.05 Anniversary Date

The anniversary date for all purposes other than increments which shall be governed by this Article and vacation which shall be governed by Article 19 (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, his/her anniversary date shall be deemed to be the date of such re-engagement.

18.06 Alterations in Anniversary or Increment Dates

Any alteration of the above regulations with respect to anniversary and increment date shall be subject to the approval of the Employer.

18.07 Premium Pay

- (a) All employees shall receive an hourly premium of twenty cents (20¢) in excess of their normal basic rate for time actually working in direct contact with garbage provided such contact is not part of their normal job duties.

(b) Raw Sewage Premium

When in contact with raw sewage in such areas (including but not restricted to) as lift stations, sewer lines, and power flushing an employee shall receive seventy-five cents (75¢) per hour in addition to their regular rate of pay.

(c) Hot Asphalt and MIP Premium

When in contact with hot asphalt or MIP an employee shall receive seventy-five cents (75¢) per hour in addition to their regular rate of pay.

(d) Pesticide Sprayer Operators

Pesticide Sprayer Operators shall receive a premium of seventy-five cents (75¢) per hour for each full hour of operating pesticide spraying equipment in addition to their regular rate of pay.

(e) Cement Lining Crews

A premium of seventy-five cents (75¢) per hour shall be paid to the foreman and crew members when performing duties related to the actual cement lining process --being the cleaning of the main, the set-up of equipment, the cement lining process, and the dismantling, inspection and cleaning of the lining equipment (namely items B and C in the Public Works Costing System).

While assigned to the cement lining crew the Foreman will receive Pay Grade 12 and other members of the core crew will receive Pay Grade 6.

(f) Dirty Pay

(i) Premium

A premium of one-quarter (1/4) time in addition to an employee's regular rate of pay shall be paid to a regular or auxiliary employee working in conditions described in clauses (iii) and (iv) below. Time spent in contact at the discretion of General Foreman/Operations Manager or other designate.

(ii) Minimum Payment

An employee shall receive a minimum payment of not less than one-half (1/2) hour of dirty pay premium for working in conditions described in clauses (iii) and (iv) below.

(iii) Confined Spaces

The premium shall apply at the discretion of a Director of a Department, or their designate, when an employee is required to work in a confined space, siphon or when they are required to access and repair inside garbage trucks or sewage equipment.

(iv) Other Conditions

The Premium shall apply at the discretion of the Department Head (or their designate) when an employee is directed to clean up excrement/fecal matter (or other body fluids or otherwise), or equipment serviced after working in these conditions.

(v) Protective Clothing

Appropriate rubber clothing will be provided for employees working with raw sewage as set out in 18.07(b) above.

(g) Concrete Breaking

When designated by the Employer an employee who is assigned to concrete breaking shall receive a minimum one (1) hour of premium pay, or hours so worked of seventy-five cents (\$0.75).

18.08 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.

18.09 Annual Electrical Permit

Where, pursuant to provincial statute or regulation, the Employer maintains an annual electrical permit or license, the Employer shall reimburse the designated electrical journeyman for fees required to renew the "B" contractor license held by the employee.

18.10 Shift Differential

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

paid for all hours worked.

- (b) When the major portion of such employee's shift falls between the hours of 12:00 midnight and 8:00 a.m. a shift differential of seventy cents (70¢) per hour will be paid for all hours worked.
- (c) Regular or auxiliary employees who are assigned as clerical staff in the Oak Bay Police Department and who are employed on the midnight to 8:00 a.m. shift, shall receive eighty-five cents (85¢) per hour
- (d) The above notwithstanding, shift differential is earned only when an employee is actually working, and is not applied when overtime premiums are being paid.

18.11 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.

18.12 Allowance for Tools

- (a) Where determined by the Employer that Journey**person** Mechanics shall be required to have their own tools as a condition of employment, the Employer shall pay a tool allowance at the rate of twenty-five cents (\$0.25) per straight time hour paid for the purchase of new tools and equipment owned by the employees and used in the performance of their duties.
- (b) The Employer shall provide funding for replacement of tools that are worn out, broken or stolen. Replacement shall be with tools of equal quality.

ARTICLE 19, VACATION

19.01 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 (1¼) working days for each month, or portion of a month greater than one-half, 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.
- (b) Vacation with pay shall be granted to other regular employees as follows:
 - (i) after the first (1st) year of service and up to the end of the fourth (4th) year of service: fifteen (15) days' vacation per annum.
 - (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 annum.
 - (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 annum.
 - (iv) beginning the seventeenth (17th) year of service and up to the end of the twenty-fourth (24th) year of service: twenty-eight (28) days' vacation per annum.
 - (v) beginning the twenty-fifth (25th) year of service and each year thereafter: thirty (30) days' vacation per annum.
 - (vi) beginning the thirtieth (30th) year of service and each year thereafter - thirty-three (33) days' vacation per annum.

19.02 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.

19.03 Regular Seasonal Employee Vacation and Lay-off

A regular seasonal employee who has unused accumulated vacation entitlements at the time of lay-off shall have their vacation credits scheduled and utilized prior to the effective date of the lay-off.

19.04 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 20, STATUTORY HOLIDAYS

20.01 Entitlement

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

New Year's Day	Canada Day	Christmas Day
Family Day	B.C. Day	Boxing Day
Good Friday	Labour Day	
Easter Monday	Thanksgiving Day	
Commonwealth Day	Remembrance Day	

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

20.02 Statutory Holiday Falling During Annual Vacation

When a statutory holiday falls and is celebrated during a regular or probationary 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.

20.03 Statutory Holiday Falling on a Rest-Day

When a statutory holiday falls and is celebrated on a regular or probationary 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.

20.04 Work on a Statutory Holiday

If any regular or probationary employee is required to work on the day that one of the above Statutory Holidays falls and is celebrated, he shall be paid an additional two times (2x) his/her regular pay for all such hours actually worked on that day.

20.05 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 Section 20.03, Statutory Holiday Falling on a Rest Day, shall be paid in accordance with Section 17.02, Overtime Rates.

20.06 Continuous Operation Employees

Article 20.04 (Work on a Statutory Holiday) notwithstanding, regular employees who, because of their regular shift, actually work on the day other municipal employees are off-work on a statutory holiday, shall receive time-off at a later date acceptable to the Employer, at the rate of one and one-half (1½) days for each such holiday worked.

ARTICLE 21, SICK LEAVE

21.01 Definition

For purposes of this Article, sick leave is defined as those periods when regular employees take leave with pay, pursuant to Article 21.02 (Entitlement), because the employee is ill or disabled for reasons not covered by WorkSafeBC and, as a result, is unable to attend work.

21.02 Entitlement

Regular employees shall be eligible for sick leave in accordance with the schedule set out below, subject always to the maximum accrual established in Article 21.04 (Sick Leave Accrual).

- (a) During the first twelve (12) months of service: one (1) day for each completed month of service commencing upon satisfactory completion of three (3) months of continuous service.
- (b) Upon completion of one (1) year of service and up to and including the fifth (5th) year of service: twelve (12) days per year.
- (c) Upon completion of the fifth (5th) year of service and up to and including

the fifteenth (15th) year of service: eighteen (18) days per year.

- (d) Upon completion of the fifteenth (15th) year of service and each completed year of service thereafter: twenty-four (24) days per year.
- (e) The yearly sick-leave entitlements set-out in Subsections (b) through (d) above shall be advanced to employees on January 1st of each year of service. However, should the employment of such employee terminate for any reason before the yearly sick-leave entitlement advanced on this basis has been earned in that year, an adjustment shall be made to the employee's final cheque to repay such advance.

21.03 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.

21.04 Sick Leave Accrual

The unused sick leave entitlement shall accrue and be available to regular employees, as provided in Article 21.02, at the rate of one hundred percent (100%) during the first five (5) years of employment, but in the sixth (6th) year to and including the 15th year of employment, the amount of accrual shall be sixty-six and two-thirds percent (66 $\frac{2}{3}$ %), but in the sixteenth year (16th) year and each year thereafter, the amount of accrual shall be fifty percent (50%) of the unused entitlement. The maximum accrual allowable to one employee shall be one hundred and thirty (130) days.

21.05 Sick Leave Payout

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

21.06 Subrogation

An employee who receives wage loss benefits from the Insurance Corporation of British Columbia or a court action shall reimburse the Employer for benefits received under Article 21 (Sick Leave) up to the amount of:

- (a) benefits received from the Employer as sick leave under Article 21 (Sick

Leave); or

- (b) benefits received from the Insurance Corporation of British Columbia or a court action and designated as compensation for loss of wages, whichever is less.

The sick leave shall be restored to the amount of reimbursement remitted by the employee.

21.07 Medical Appointments

Approved time off for an employee to attend a dentist, doctor or other medical appointment will not be deducted from the employee's sick leave entitlement unless it exceeds two (2) hours per appointment or occurs on a "very frequent basis". In order to accommodate operational requirements an employee shall provide a minimum of two (2) work days of notice to the Employer of scheduled medical or dental appointments prior to attending such appointments.

21.08 Personal, Emergency and Family Leave

- (a) 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 21.04) for the purposes of personal, emergency and family leave.
- (b) In order to be entitled to the paid leave pursuant to this Article, an employee must have and maintain a minimum of seventy-five (75) days in their accumulated sick leave bank.
- (c) An employee shall get prior approval for the leave from the employer and schedule the leave to meet operational requirements.
- (d) In the event of an emergency or unforeseeable occurrence the employee shall notify their supervisor of their absence as soon as practical.

ARTICLE 22, EFFECT OF ABSENCE ON SICK LEAVE, VACATIONS AND STATUTORY HOLIDAYS

22.01 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.

22.02 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) Workers Compensation in excess of ninety (90) consecutive days;
- (e) Maternity, Parental and Adoption Leave.

ARTICLE 23, NEW AND REVISED CLASSIFICATIONS

23.01 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 regular 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.

23.02 Pay Reviews

- (a) Where the work of a regular 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 regular 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 subsection (a) or (b) and present its findings, including any applicable rating sheet, job description or other background material, to the Union. If the Union disagrees with the results of the pay review, it may, within seven (7) working days of receipt, require a meeting with a senior representative of the Employer. Within seven (7) working days following such meeting, the Employer shall provide the Union with a response either confirming or modifying the results of its pay review. If a settlement is not reached through this procedure, the Union may, within ten (10) working days of the Employer's response, refer the matter to arbitration, and the arbitration provisions of Article 11 (Grievance Procedure) shall apply with the necessary changes and as applicable.

- (d) Pay reviews and arbitrations conducted pursuant to this Article shall be based primarily upon internal comparison to other positions contained in this Collective Agreement, with such internal comparison to be based, unless the Parties otherwise agree, primarily on the job evaluation plan and applicable weightings (which shall be deemed to be an appendix to this Agreement) previously agreed to by the Parties.
- (e) 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. However, in the case of a new position, such rate shall be paid retroactively to the date the employee(s) first assumed the position.

23.03 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) For the purposes of this Article, “blue-circled” means that the employee shall continue to receive fifty percent (50%) of the negotiated wage increases applicable to the employee’s re-evaluated position until the wage rate of the employee’s position equals or exceeds the wage rate being received by the employee.

ARTICLE 24, BEREAVEMENT LEAVE

24.01 Regular employees or auxiliary employees working full-time shifts in excess of three 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.

24.02 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 Chief Administrative Officer.

ARTICLE 25, JURY AND COURT WITNESS DUTY

25.01 Regular employees or auxiliary employees working full time shifts in excess of three continuous months, subpoenaed to serve as a member of a jury, 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 and provided further, that the employee reports to work before or after fulfilling such duty on those days, when it is **practicable** to do so.

25.02 Regular employees or auxiliary employees working full time shifts in excess of three continuous months, subpoenaed to attend court 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.

ARTICLE 26, LEAVE OF ABSENCE UNION OFFICIALS

26.01 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.

26.02 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 three (3) Union appointees.
 - (ii) Labour/Management Committee meetings: to a maximum of three (3) Union appointees.
 - (iii) Joint Committees established under the terms of this Agreement: to a maximum of two (2) Union appointees.
 - (iv) Negotiating or a renewal or revision to this Agreement: when the official paid representation from the Union shall be a maximum of three (3) Union appointees.
- (b) 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.

- (c) 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 Chief Administrative Officer, or his/her delegate. The Union shall provide reasonable notice prior to the commencement date of leave under this Article.
- (d) 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.

26.03 Emergency Union Business

One (1) Union official, as named in Article 26.01 (List of Union Officials), shall be allowed time-off without pay to attend to emergency Union business arising at 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.

26.04 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.

ARTICLE 27, MATERNITY AND PARENTAL LEAVE

Note: The following language replaces in its entirety Article 27, Maternity, Parental and Adoption Leave

27.00 Definitions

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

27.01 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.

27.02 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.

27.03 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 27.05 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.

27.04 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 27.02 (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.

27.05 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.

27.06 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.

27.07 Seniority

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

ARTICLE 28, LEAVE OF ABSENCE

28.01 General Leave

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

28.02 Community Activities

Applications for leave without pay from employees 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.

28.03 Education Leave

Leave of absence for education, skills upgrading or such other training purposes, as may be approved by the department head and the Chief Administrative Officer, shall not be a reason for loss of seniority. Continuation of all or a portion of the regular full-time or regular part-time employee's benefits shall be determined in writing, prior to the granting of a leave under this Article. A regular employee shall be entitled to leave of absence with pay to write examinations towards upgrading his/her employment qualifications.

28.04 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).

28.05 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.

28.06 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 29, BENEFIT PLANS

29.01 Medical Services Plan and Extended Health Benefits

- (a) The Employer shall contribute eighty per cent (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 per cent (20%) on a check-off basis.
- (b) The Extended Health Benefit coverage shall
 - (i) include vision care providing for eighty percent (80%) 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/her dependents to a maximum cost of four hundred dollars (\$400.00) per pair or surgery;
 - (ii) eye exams for each regular employee and dependents to a maximum of one hundred dollars (\$100.00) every two (2) years.
 - (iii) including hearing aids to a maximum of three thousand dollars (\$3000.00) every five (5) years.
 - (iv) an unlimited lifetime maximum;
 - (v) Bluenet; and
 - (vi) no deductible.
- (c) The Employer shall utilize the employee portion of the EI rebate to improve the Extended Health Benefit coverage.

29.02 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 (\$2,500.00) for each eligible employee and eligible dependent. Plan A Restorative Services will 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.

29.03 Group Life Insurance

Regular employees shall participate in the Group Life Insurance Plan, under the trusteeship of the Capital Area Benefit Advisory Group, as a condition of employment. Each participating employee shall have basic life insurance coverage in the amount of three times (3x) such employee's annual salary, rounded upwards to the next higher thousand, to a maximum principal amount of one hundred thousand dollars (\$100,000), and accidental death and dismemberment coverage as defined in the plan, plus such optional benefits, as offered by the trustees of the Capital Area Benefit Advisory Group which each employee desires. The Employer shall pay eighty percent (80%) of the monthly premium cost of the premiums and the employee shall pay the remaining twenty per cent (20%) through monthly payroll deductions.

29.04 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.

29.05 Maintenance of Benefit Coverage

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

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

29.06 Same Sex Relationships

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

29.07 Municipal Pension Plan

- (a) All newly hired regular employees shall participate under the Municipal Pension Plan, subject to the terms and conditions of such Plan, from their

initial date of hire as a regular employee.

- (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 per cent (50%) of the purchase cost by their employer upon the employee producing the receipt and provided the employee has reached the minimum retirement age.

29.08 Death Benefit

In the event of the death of a regular employee 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/her death; such sums to be in addition to any salary accrued to the credit of such employee.

29.09 Severance Pay

After five (5) years' continuous service, unless employment is terminated for just cause, severance pay of one and one-half (1½) days' 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 pay under Article 15.06.

29.10 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.

29.11 Early Retirement

Those employees who retire prior to age sixty-five (65) may opt to continue to be enrolled under the benefits of the Group Life Insurance and Dental Plan until age

sixty-five (65), **provided the plans allow coverage to be continued.** The employee will be responsible for one hundred percent (100%) of the premium.

29.12 Long Term Disability Plan

- (a) 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.
- (b) 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.
- (c) 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.
- (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/her 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 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) Seniority shall continue to accrue while on Long Term Disability.
 - (iv) 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.
 - (v) 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.

29.13 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 30, TECHNOLOGICAL CHANGE

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

ARTICLE 31, OCCUPATIONAL HEALTH AND SAFETY

31.01 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.

31.02 Hazardous Substances

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

31.03 Occupational Health and Safety Committee

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

31.04 Toilet Facilities

Where necessary and practicable, the Employer shall provide suitable toilet facilities on the job, for outside construction crews working in built-up residential areas.

31.05 Clothing

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

31.06 Safety Foot Wear

- (a) A boot allowance of sixty four dollars and twenty cents (\$64.20) per annum shall be paid to Waterworks Meter Readers, and suitable caps and badges shall be provided by the Employer.
- (b) 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.

31.07 Immunization

Regular employees whose duties bring them into contact with garbage and/or sanitary sewage on a routine and frequent basis shall, with consent, be immunized against Hepatitis A and B at the Employer's expense, provided, however, that this requirement shall not be construed so as to restrict the right of the Employer to assign any employee to such work on an irregular basis.

31.08 Uniforms

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

ARTICLE 32, SEXUAL & PERSONAL HARASSMENT

32.01 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.

32.02 Cases of sexual harassment shall be considered as discrimination and, if not resolved on a confidential basis pursuant to Article 32.01 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.

32.03 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.

32.04 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 counseling, performance management and corrective discipline.
- (c) Cases of personal harassment shall, if not resolved, be eligible to be processed as a grievance.

ARTICLE 33, CONTRACTING-OUT

33.01 No regular employee shall be laid off and placed on the recall list, or otherwise terminated, as a result of contracting-out of bargaining unit work normally performed by regular employees.

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

ARTICLE 34, DISCIPLINE AND EMPLOYEE RECORDS

34.01 Employee Records

Each employee shall be entitled to receive a record of his/her sick leave standing and a copy of any performance appraisal or disciplinary action which is added to his/her 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/her 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 employee. 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 will have access to them and upon which the Union and Employer shall have the right to post notices of meetings, or such other notices as may be of interest to the employees.

ARTICLE 36, LABOUR/MANAGEMENT MEETINGS

36.01 On the request of either Party, the Employer and the Union shall meet at least once every two (2) months for the purposes of discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement.

ARTICLE 37, INDEMNIFICATION

37.01 Regular and auxiliary employees shall be indemnified against claims for damages in accordance with the Employer's Indemnification Bylaw No. 3570 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 and including, January 1, 2020 to and including December 31, 2021 and shall continue in effect from year to year thereafter, subject to the right of either Party, within four (4) months immediately preceding the expiry date, or immediately proceeding the anniversary date in any year thereafter, by written notice to the other Party, to require the other Party to commence collective bargaining, with a view to the conclusion of a renewal or revision of this Agreement, or a new Agreement.

38.02 Continuation Clause

Should either Party give written notice to the other Party in accordance with Article 38.01 (Term), 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

Section 50, subsections (2) and (3) of the Labour Relations Code of B.C. shall be excluded and have no application 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 will 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:

- No. 1 - Government Employment Programs
- No. 3 - Job Sharing
- No. 4 - Market Place Adjustment
- No. 6 - Grandparented Recreation Employees
- No. 7 - Tandem Axle with Air Premium
- No. 8 - Interpretation of Article 1.05(c) re Auxiliary Employees Providing Recreation Services to the Public
- No. 9 - Payment of Professional Dues, Design Engineer
- No. 10 - Employee and Family Assistance Plan
- No. 11 - National Life Saving (NLS) and Water Safety Instruction (WSI) Certifications
- NEW - Co-op Student Placements**

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 British Columbia.

FOR THE EMPLOYER

FOR THE UNION

BOARD CHAIR, GVLRA

PRESIDENT, CUPE LOCAL 374

DIRECTOR, GVLRA

VICE-PRESIDENT, CUPE LOCAL 374

EXECUTIVE DIRECTOR, GVLRA

APPENDIX “A”

EMPLOYEES OF THE OAK BAY PARKS AND RECREATION DEPARTMENT

This Appendix, made pursuant to Subsection 18.01(b) of the Collective Agreement, establishes terms and conditions of employment (salaries and wages, hours of work and other conditions) applicable to all employees of the Oak Bay Parks and Recreation Department, including whether or not any such employee is covered by all or some of the terms and conditions established herein, and whether or not any such employee is covered by a particular term or condition contained in the body of the Agreement. Those terms and conditions which are not explicitly set-out in this Appendix do not apply to Oak Bay Parks and Recreation employees.

- (a) Regular full-time employees, as defined in Article 1.03, occupying the following “outside staff” positions shall be covered by all the terms and conditions of the Agreement normally applicable to such employees:

Equipment Operator I, Parks
Grounds Foreman
Greenskeeper
Gardener I, II and III
Horticultural Foreman
Labourer (skilled and semi-skilled)
Parks Utility Worker

- (b) Regular full-time employees, as defined in Article 1.03, occupying the following “inside staff” positions shall be covered by all the terms and conditions of the Agreement normally applicable to such employees, save and except as amended herein by subsections (b)(i) through (b)(iv), however, shift differential does not apply:

Accounting Clerk
Administrative Secretary
Co-ordinators
Exercise Rehabilitation Specialist
Fitness Supervisor
Group Day Care Assistant
Group Day Care Supervisor
Head Cook
Lounge Supervisor
Lifeguard – full-time
Marketing Assistant
Parks Clerk
Programmers
Receptionist-Clerk
Secretary
Supervisor/Reception Services
Tennis Program Supervisor

- (i) Hours of Work: The normal hours of work for employees covered by this Subsection (b) shall be thirty-five (35) hours in any seven (7) consecutive calendar day period (except for the Group Day Care Supervisor and the Group Day Care Assistant whose normal hours of work shall be 37½ hours in any seven (7) consecutive calendar day period). Their days of rest shall consist of two (2) consecutive days.
 - (ii) Overtime: Overtime hours worked in excess of a normal work day shall be compensated at a rate of one and one-half times (1½ x) the employee's basic rate for the first three (3) hours worked and double time (2x) thereafter.
 - (iii) Statutory Holiday: Employees covered by this Subsection (b) who work on any of the Statutory Holidays in Article 20.01 shall receive their regular salary and additionally, time-off with pay at the rate of double time (2x) for each such hour actually worked.
 - (iv) Time-off: Time off with pay in lieu of overtime worked, as provided in Subsections (b)(ii) and (b)(iii), shall be taken at a time mutually satisfactory to the employee, the Supervisor and Director, consistent with the maintenance of efficient services and staff replacements.
- (c) Regular full-time employees, as defined in Article 1.03, occupying the position of Maintenance Supervisor shall be covered by all the terms and conditions of the Agreement normally applicable to such "inside staff" employees, save and except Subsections (b)(ii), (b)(iii) and (b)(iv) above shall apply to such employee in respect to Overtime, Statutory Holidays and Time-off. The Hours of Work for employees covered by this Subsection (c) shall be as follows:
- (i) Hours of Work: The hours of work shall normally be eight (8) hours per day from 8:00 a.m. to 4:00 p.m. totalling forty (40) hours per week, Monday to Friday. Employees shall normally work seven and one-half (7½) hours per shift, with a one-half (½) hour lunch period, and receive pay for eight (8) hours. However, some starting times shall be earlier than 8:00 a.m. when any premiums, shift differentials or bonuses in the Agreement shall not apply, except:
 1. overtime shall be paid when the hours exceed eight (8) hours per day, and
 2. call-out guarantees shall apply when the employee is reporting for work to meet emergent conditions.
- (d) Regular full-time employees, as defined in Article 1.03, occupying the position of Facility Maintenance Person and Maintenance Night Shift Lead hand in a continuous operation (i.e. twenty-four (24) hours per day, seven (7) days per week), shall be covered by all the terms and conditions of the Agreement, save and except as amended by clauses (d)(i) through (d)(vii) below:

- (i) Hours of Work: The regular shifts shall be eight (8) hours duration, commencing at 8:00 a.m., 2:00 p.m., 4:00 p.m. and 12:00 midnight. Employees covered by this Subsection (d) shall normally work seven and one-half (7½) hours per shift, with a one-half (½) hour lunch period, and receive pay for eight (8) hours. The call-out provisions of the Agreement shall apply, but shift differential shall not. The new 2:00 p.m. shift shall be offered in seniority order to existing employees covered by sub-section (d).
- (ii) Days of Work: The days of work shall be five (5) consecutive days per week and two (2) consecutive days of rest except, to facilitate shift rotation, up to seven (7) consecutive work days may be scheduled as part of the normal straight time work schedule followed by two (2) consecutive days of rest. For the following shift rotation, the employee shall be scheduled for three (3) consecutive days of work in a week. The number of shift rotations in a calendar year shall not exceed six (6).

For the purpose of this clause, a week is defined as Friday 12:00 midnight to the following Friday 12:00 midnight.

- (iii) Regular Pay Cheques: Regardless of shift rotation, affected employees shall continue to be paid their regular wages based on a forty (40) hour work week.
- (iv) Overtime: Overtime hours worked in excess of a normal work day shall be compensated at a rate of one and one-half times (1½ x) the employee's basic rate for the first three (3) hours worked and double time (2x) thereafter.
- (v) Statutory Holiday: Employees covered by this Subsection (d) who work on any of the Statutory Holidays in Article 20.01 shall receive their regular salary and additionally, time-off with pay at the rate of double time (2x) for each such hour actually worked.
- (vi) Time-off: Time off with pay in lieu of overtime worked, as provided in Subsections (d)(iv) and (d)(v), shall be taken at a time mutually satisfactory to the employee, the Supervisor and/or Director, consistent with the maintenance of efficient services and staff replacements.
- (vii) Voluntary Shift Exchange: Notwithstanding the previous clauses in this Subsection, where operational requirements permit, employees may exchange days off with the Employer's prior approval and providing there is no increased cost to the Employer over and above those costs which would have resulted had the exchange not taken place.

(e) Regular full-time employees, as defined in Article 1.03, occupying the position of Facility Maintenance Technician and of Facility Maintenance Technician / Electrician in a continuous operation (i.e. twenty-four (24) hours per day, seven (7) days per week), shall be covered by all the terms and conditions of the Agreement, save and except as amended by clauses (e)(i) through (e)(vii) below:

- (i) Hours of Work: The regular hours of work shall normally be eight (8) hours per day from 8:00 a.m. to 4:00 p.m. Employees covered by this subsection (e) shall normally work seven and one-half (7½) hours per shift, with a one-half (½) hour lunch period, and receive pay for eight (8) hours. The call-out provisions of the Agreement shall apply, but shift differential shall not.
- (ii) Days of Work: The days of work shall be five (5) consecutive days per week and two (2) consecutive days of rest except, to facilitate shift rotation, up to seven (7) consecutive work days may be scheduled as part of the normal straight time work schedule followed by two (2) consecutive days of rest. For the following shift rotation, the employee shall be scheduled for three (3) consecutive days of work in a week. The number of shift rotations in a calendar year shall not exceed six (6).

For the purpose of this clause, a week is defined as Friday 12:00 midnight to the following Friday 12:00 midnight.

- (iii) Regular Pay Cheques: Regardless of shift rotation, affected employees shall continue to be paid their regular wages based on a forty (40) hour work week.
- (iv) Overtime: Overtime hours worked in excess of a normal work day shall be compensated at a rate of one and one-half times (1½x) the employee's basic rate for the first three (3) hours worked and double time (2x) thereafter.
- (v) Statutory Holiday: Employees covered by this Subsection (e) who work on any of the Statutory Holidays in Article 20.01 shall receive their regular salary and additionally, time-off with pay at the rate of double time (2x) for each such hour actually worked.
- (vi) Time-off: Time off with pay in lieu of overtime worked, as provided in Subsections (e)(iv) and (e)(v), shall be taken at a time mutually satisfactory to the employee, the Supervisor and/or Director, consistent with the maintenance of efficient services and staff replacements.
- (vii) Voluntary Shift Exchange: Notwithstanding the previous clauses in this Subsection, where operational requirements permit, employees may exchange days off with the Employer's prior approval and providing there is no increased cost to the Employer over and above those costs which would have resulted had the exchange not taken place.

(f) Positions not appearing in this Appendix “A” shall be established by the Employer, provided the rates of pay for such new positions shall, where appropriate, be established on the basis of the average of rates paid by the other Municipalities in the Greater Victoria area, including the Capital Regional District.

(g) Auxiliary Employees:

- (i) Auxiliary employees as defined in Articles 1.05 employed by the Oak Bay Parks and Recreation Department shall not be covered by any of the terms and conditions of the Collective Agreement, save and except Articles 1.08 (a), (b)(i), (ii), (iii), (iv), (v), (vi), (vii), (ix), (xi), (xii), (xiii), and (xiv).
- (ii) Auxiliary Parks and Recreation Department employees who work full time shifts in excess of three continuous months shall receive the benefits of Article 24 (Bereavement Leave), Article 25 (Jury and Court Witness Duty) and Article 18.07(f) (Dirty Pay).
- (iii) With the exception of recreation instructors (including swim instructors), on any day that an auxiliary parks and recreation employee actually commences work, he shall receive a minimum of two (2) hours work on that day, or pay in lieu thereof.
- (iv) With the exception of recreation instructors teaching private lessons, where an auxiliary Parks and Recreation Department employee reports for a scheduled shift but is not put to work by the Employer, he shall be paid for one (1) hour.
- (v) Subsection (g)(i) notwithstanding, auxiliary employees covered by this Appendix who are employed in the parks services division shall also be covered by Articles 1.08(b)(viii) and (x), save and except that such employees shall not receive shift differential, and that reporting pay shall only apply for such employees engaged on a full-time basis.

(h) Regular Part-time and Regular Seasonal Employees

Regular part-time and regular seasonal employees, as defined in Article 1.04 employed by the Oak Bay Parks and Recreation Department shall be covered by all the terms and conditions of the Collective Agreement applicable to such employees, provided such terms and conditions do not conflict with Subsections (a) through (d) of this Appendix.

(i) Aquatic Re-certification

Regular employees who work in positions in aquatic programs, who are required to periodically re-certify their qualifications, shall be reimbursed such costs upon successful re-certification.

SCHEDULE A - INSIDE

			January 1, 2021 (2%)		
Pay	Position		Step 1	Step 2	Step 3
Grade					
1		Hourly	26.50	29.96	27.35
		Biweekly	1854.97	1887.10	1914.23
2		Hourly	27.41	27.82	28.22
		Biweekly	1918.52	1947.08	1975.64
3	Treasury Clerk	Hourly	28.40	28.70	29.08
		Biweekly	1987.78	2009.2	2035.61
**	Facil. Maint. Person 1, Monterey	Hourly	28.40	28.70	29.08
**	Facil. Maint. Person, Rec. Night, (without RO)	Biweekly	2271.74	2296.22	2326.42
4	Receptionist-Clerk	Hourly	28.76	29.13	29.49
		Biweekly	2013.48	2039.18	2064.17
5	Secretary I	Hourly	29.13	29.49	30.05
	Accounting Clerk	Biweekly	2039.18	2064.17	2103.44
	Water Clerk				
	Tax Clerk				
	Accounts Payable Clerk				
	Archivist				
*	Group Day Care Assistant	Hourly	29.13	29.49	30.05
		Biweekly	2184.84	2211.62	2253.69
6	Fire Clerk	Hourly	29.49	30.05	30.78
	Parks Clerk	Biweekly	2064.17	2103.44	2154.85
	Engineering Assistant				
	Head Cook, TQ				
	Yard Clerk				
	Development Service & Licensing Clerk				
**	Facil. Maint. Person, Rec. Night (with RO)	Hourly	29.49	30.05	30.78
**	Facil. Maint. Person II, Monterey	Biweekly	2359.06	2403.94	2462.69
**	Facil. Maint. Person, Henderson				

			January 1, 2021 (2.0%)		
Pay Grade	Position		Step 1	Step 2	Step 3
7	Secretary III	Hourly	30.05	30.78	31.83
	Marketing Assistant	Biweekly	2103.44	2154.85	2228.39
	Head of Reception				
**	Facil. Maint. Person, Rec. Aft.	Hourly	30.05	30.78	31.83
		Biweekly	2403.94	2462.69	2546.74
8 *	Group Day Care Supervisor	Hourly	30.78	31.83	32.94
		Biweekly	2308.77	2387.57	2470.19
**	Facil. Maint. Technician	Hourly	30.78	31.83	32.94
**	Stores Clerk	Biweekly	2462.69	2546.74	2634.86
**	Night Shift Leadhand, Rec Maint				
9	Recreation Programmer	Hourly	31.83	32.94	34.17
	Bylaw Compliance Official	Biweekly	2228.39	2305.51	2391.90
	Supervisor of Reception Services				
	Payroll and Benefits Coordinator				
10	Plans Examiner	Hourly	32.94	34.17	35.72
	Financial Analyst	Biweekly	2305.51	2391.9	2500.43
**	Facil. Maint Tech/Electrician/TQ	Hourly	32.94	34.17	35.72
**	Maintenance Lead Hand (OBRC – Day Shift)	Biweekly	2634.86	2733.60	2857.63
11	Tennis Program Supervisor	Hourly	34.17	35.72	37.12
	Lounge Supervisor	Biweekly	2391.90	2500.43	2598.25
	Exercise Rehab Specialist				
12	Engineering Technician	Hourly	36.83	37.87	39.07
	GIS Technician	Biweekly	2578.25	2561.08	2734.62
	Fitness Supervisor				
	Accounting Systems Officer				
	Planning Technician Assistant Accountant				
13	Building Official I	Hourly	38.03	39.54	41.11
	Eng Information Systems Officer	Biweekly	2661.79	2767.46	2877.42
	Building/Bylaw Official 1 Information Technology Technician				
	**	Facilities Operations Coordinator	Hourly	38.03	39.54
		Biweekly	3042.05	3162.82	3288.48

				January 1, 2021 (2.0%)		
Pay	Position			Step 1	Step 2	Step 3
Grade						
14A	Recreation Coordinator	Hourly		40.41	42.06	43.76
		Biweekly		2828.87	2944.54	3063.06
14B	Building Official II	Hourly		41.46	43.16	44.90
		Biweekly		2902.41	3020.93	3143.03
15	Senior Engineering Technician (Agreed Exemption)	Hourly		43.28	44.98	46.82
		Biweekly		3029.50	3148.74	3277.26
#	Design Engineer (Agreed Exemption)	Hourly		50.69	53.48	56.27
		Biweekly		3548.58	3743.50	3939.14

Notes:

- * denotes indicated biweekly salary based on 37.5-hour week
 - * ** denotes indicated biweekly salary based on 40-hour week
- All others based on 35-hour week

SCHEDULE B – OUTSIDE

		January 1, 2021
		2.0%
Pay Grade	Position	
1	Labourer	27.35
2	Equipment Operator I, Parks Semi-Skilled Labourer	28.22
3	Equipment Operator II Fitter I Gardener I Meter Reader	29.08
4		29.49
5	Fitter II Signwriter, TQ Sewer and Storm Drain Maint. Person Skilled Labourer, Construction Skilled Labourer, Cement	30.05
6	Parks Utility Worker, Carpentry Equipment Operator III, Backhoe	30.78
7	Gardener II, Horticulture Gardener II, Arboriculture Parks Utility Worker, Irrigation	31.83
8	Foreman, Cement Foreman, Roads Foreman, Sewer and Storm Drain Greenskeeper Lead Skilled Labourer Utility Locator/Fitter	32.94
9	Carpenter, TQ Electrician I/Gardner, TQ	34.17
10		35.72
11	Gardener III, Arboriculture Heavy Duty Mechanic, TQ Journeyman, General Trades, TQ	37.12

		January 1, 2021
		2.0%
Pay	Position	
Grade		
12	Foreman, Grounds and Horticulture	39.07
	General Foreman, Public Works	
13	Electrician II, TQ	41.11
	Foreman, Mechanical, TQ	

**SCHEDULE C – REGULAR PART TIME AND AUXILIARY RECREATION STAFF
HIRED AFTER DECEMBER 31, 1984 AND NOT COVERED BY LOU NO. 6**

	January 1, 2021 (2.0%)
Position	
Cashier	12.28
Cleanup/Setup Person	12.28
Concession Attendant	12.28
Child Minding Attendant	14.08
Program Attendant - Drop-ins	14.08
Lounge Host 1	14.08
Lounge Host 2	15.70
Cook	16.56
Program Attendant - Licensed Care	16.84
Program Attendant - Camps	16.84
Session Team Leader	17.71
Cash Clerk	17.71
Cook - Monterey Centre	17.71
Artist	18.73
Fitness Studio Attendant	18.73
Lifeguard	19.78
Receptionist, Auxiliary	20.69
Instructor Level 1	20.69
Maintenance Custodian (Monterey/Henderson)	21.49
Lifeguard Team Leader	21.71
Program Team Leader - Teens	21.71
Program Team Leader - Aquatics	21.71
Program Team Leader – After School Program	21.71
Instructor Level 2	21.71
Maintenance Person, Oak Bay Rec. Centre	21.81
Maintenance Person, Oak Bay Rec. Centre (with R.O.; 1 and 2 Pool; CPR)	29.49

	January 1, 2021
	(2.0%)
Position	
Instructional Team Leader – Lessons and Instructional Programs	22.04
Program Team Leader – Skidaddle and Summer Camps	22.04
Aerobics Instructor 1	23.62
Aerobics Instructor 2	26.64
Aerobics Instructor 3	30.02
Private Instruction - Lessons	32.08
Receptionist, Regular Part Time	23.41

NOTE: Advancement from one increment to the next in the following positions shall be after one hundred (100) hours of continuous employment in the previous step of the position: Lifeguard 1 to Lifeguard 2; Instructor Level 1 to Instructor Level 2; Aerobics Instructor 1 to Aerobics Instructor 2; Aerobics Instructor 2 to Aerobics Instructor

**SCHEDULE C – REGULAR PART TIME AND AUXILIARY RECREATION STAFF
GRANDPARENTED UNDER LOU NO. 6**

	January 1, 2021
	(2.0%)
Position	
Program Attendant "A"	20.05
Instructor Level "V"	24.72
Instructional Team Leader "A"	24.72
Individual Instruction	32.75

**SCHEDULE D – EMPLOYEES GRANDFATHERED PURSUANT TO AGREEMENT
WITH CUPE 374 RE JE/PE IMPLEMENTATION**

Schedule "A" Employee

Ed Bakker	Tennis Coordinator	January 1, 2021	40.33	Hourly
	(Tennis Program Supervisor)		2822.81	Biweekly

Schedule "B" Employee

Lance Byre	Equip. Operator 1, Parks	January 1, 2021	28.50	Hourly

LETTER OF UNDERSTANDING NO. 1

BETWEEN:

THE CORPORATION OF THE DISTRICT OF OAK BAY
(hereinafter referred to as the "Employer")

AND:

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

Government Employment Programs

During the life of the current Collective Agreement, that the official signing officers of the Union will sign jointly with the Employer any application by the Employer to a senior government to enable the Employer to receive senior government assistance in salary sharing for seasonal employment of students provided the participation in such plan does not directly result in the layoff or failure to recall regular employees and provided further that:

- (1) Persons employed under the government plan shall be employed as Auxiliary Employees as defined in Article 1.05 (Auxiliary Employee) of the Collective Agreement.
- (2) The tasks involved in such projects are not ones which could reasonably be expected to be undertaken by existing regular employees within the foreseeable future.
- (3) The Union shall be provided with all Government Funded program information including rates of pay stipulated.
- (4) Each project application will be presented to the Union, where possible at least two (2) weeks prior to the deadline for the application, to allow adequate time for review and/or consultation between Parties.
- (5) That no changes will be made to projects after they have been approved, without consultation with the Union.

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 British Columbia.

FOR THE EMPLOYER

FOR THE UNION

BOARD CHAIR, GVLRA

PRESIDENT, CUPE LOCAL 374

DIRECTOR, GVLRA

VICE-PRESIDENT, CUPE LOCAL 374

EXECUTIVE DIRECTOR, GVLRA

LETTER OF UNDERSTANDING NO. 3

BETWEEN:

THE CORPORATION OF THE DISTRICT OF OAK BAY
(hereinafter referred to as the "Employer")

AND:

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

Job Sharing

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

1. General

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

2. Procedure

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

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

3. Employee Status and Working Conditions

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

(iii) The employees share of the premium payments for health and welfare benefits, such as Medical, Dental, Extended Health and Group Life shall increase proportionately as the number of scheduled weekly hours decrease in relation to the full-time hours of the position being shared.

(c) In accordance with the general principles outlined in paragraph 4(b) above, except as otherwise provided herein, the following shall apply to employees:

(i) Vacation Entitlement - the employee's annual vacation entitlement shall be prorated according to the number of weekly hours the employee is scheduled to work in comparison to the full-time hours of the position being shared.

(ii) Public Holidays

1. The employee's public holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared or effective as at the commencement of the job sharing arrangement in respect of the public holidays remaining in the balance of that calendar year.

2. Where the employee has received an overage on the number of paid public holiday hours, the employee may be scheduled to work without pay to make up the equivalent number of overpaid hours.

(iii) MSP, Dental, Extended Health and Group Life - the Employer shall pay a prorated share of the premiums for the above noted benefits based on the proportion of the employee's scheduled hours work compared to the full-time hours of the position being shared relative to the premiums normally paid by the Employer for a full-time employee. The employee shall pay the balance in order to maintain full coverage.

(iv) Sick Leave – for the period of the job sharing arrangement, the employee shall have sick leave credited on a prorated basis, calculated on the same proportionate basis as the employee's scheduled hours of work bears to the full-time hours of the position being shared.

(v) Municipal Pension Plan – where an employee is contributing to Municipal Pension Plan and enters into a job sharing arrangement, the employee shall be required to continue making payments towards Municipal Pension Plan. The existing cost-sharing arrangement shall continue to apply on the same percentage basis applied to the reduced earnings.

(vi) Bereavement Leave – shall apply to employees participating in a job sharing arrangement, except that the maximum paid leave to be granted such employees is one and one-half (1½) working days.

(d) When one member of a job sharing unit (pairing) is absent (e.g. sick leave, vacation, etc.) the other member of that unit (pairing) shall make every reasonable effort to cover for such absence by working full-time, rather than employ a temporary replacement when full-time coverage is required by the Employer.

4. Termination of Job Share Arrangement

(a) A job share arrangement may be terminated earlier than expected by either of the employees or by the Employer, provided thirty (30) calendar days written notice has been served to the other employee(s) and Party(ies), or as otherwise provided for in this Letter referred to in paragraph 2(c) above. Other employees temporarily appointed to fill positions vacated as a direct result of job sharing shall be advised at the time of their temporary appointment that their term in the position could be abbreviated as a result of an early cancellation.

(b) Upon the expiry or termination of the job sharing arrangement, the employee shall revert to working in their original position under the terms and conditions then applicable unless some alternate job sharing arrangement has been approved in the interim. If the original position is not available or the employee did not occupy a position, he/she shall be either laid off or if a regular employee may bump a more junior employee in accordance with Article 15.03 of the Collective Agreement, on the same basis as any other employee, except where the junior incumbent was a regular full-time employee immediately prior to the job sharing such employee may bump a more junior regular full-time employee.

5. Either Party may cancel this Letter of Understanding by providing at least thirty (30) calendar days written notice to the other Party.

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

FOR THE EMPLOYER

FOR THE UNION

BOARD CHAIR, GVLRA

PRESIDENT, CUPE LOCAL 374

DIRECTOR, GVLRA

VICE-PRESIDENT, CUPE LOCAL 374

EXECUTIVE DIRECTOR, GVLRA

LETTER OF UNDERSTANDING NO. 4

BETWEEN:

THE CORPORATION OF THE DISTRICT OF OAK BAY
(hereinafter referred to as the "Employer")

AND:

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

Market Place Adjustment

Within six (6) months of the date of ratification of the Memorandum of Settlement dated October 27, 2011 the Parties agree to meet at the Labour Management Committee with the intention to discuss market place wage adjustment issues. Upon mutual agreement of the Parties wage adjustments may be implemented during the term of this Collective Agreement.

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 British Columbia.

FOR THE EMPLOYER

FOR THE UNION

BOARD CHAIR, GVLRA

PRESIDENT, CUPE LOCAL 374

DIRECTOR, GVLRA

VICE-PRESIDENT, CUPE LOCAL 374

EXECUTIVE DIRECTOR, GVLRA

LETTER OF UNDERSTANDING NO. 6

BETWEEN:

THE CORPORATION OF THE DISTRICT OF OAK BAY
(hereinafter referred to as the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 374
(hereinafter referred to as the "Union")

Grandparented Recreation Employees

As soon as practicable after December 31, 1984, the Parties shall, through mutual agreement, develop a list of "Grandparented Recreation Employees" which list shall contain the names of only those individuals who are eligible for the "grandparenting" provisions negotiated by the Parties for recreational employees. In order to be included on this list, such individuals must either have been actively employed on December 31, 1984, or have worked for the recreational department within the twelve (12) consecutive month period immediately preceding December 31, 1984.

Only those individuals on this list are eligible for the negotiated "grandparenting" provisions. They shall receive the grandparented rates of pay established in Appendix "A" of the Agreement, provided always in order to receive such rates, any such individual either continues to be actively employed; or is re-employed after December 31, 1984 within a twelve (12) consecutive month period after being previously employed, when during such previous employment the individual received the "grandparented" rate of pay. If any such individual is rehired, but not within a twelve (12) month period of being previously employed (as above), he shall not be eligible for any "grandparented" provisions.

Individuals on the grandparent list who are actively employed after December 31, 1984 shall not, so long as they remain actively employed and eligible for the "grandparenting" provisions, have their hours of work reduced except as the result of the normal fluctuations in the availability of work, if by such reduction the Employer is seeking to avoid the original intent of the "grandparenting" provisions negotiated by the Parties.

Individuals on the grandparent list who are unemployed shall be given first preference in hiring for temporary or auxiliary recreational work, before new employees are offered employment, provided always that such individual remains eligible for the "grandparenting" provisions and has the qualifications, experience, skill and ability to perform the work in question.

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 British Columbia.

FOR THE EMPLOYER

FOR THE UNION

BOARD CHAIR, GVLRA

PRESIDENT, CUPE LOCAL 374

DIRECTOR, GVLRA

VICE-PRESIDENT, CUPE LOCAL 374

EXECUTIVE DIRECTOR, GVLRA

LETTER OF UNDERSTANDING NO. 7

BETWEEN:

THE CORPORATION OF THE DISTRICT OF OAK BAY
(hereinafter referred to as the "Employer")

AND:

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

Tandem Axle with Air Premium

Employees as of January 1, 1996 holding valid and subsisting Class 3 Drivers Licenses which have an air brake endorsement and who are assigned to drive tandem axle garbage or tandem axle dump trucks equipped with air brakes shall receive a premium of twenty-five cents (25¢) per hour in addition to the regular rate under Salary Schedule "B", Pay Group 3, for each hour while assigned to drive such truck; except that employees who are holders of valid and subsisting Class 3 Drivers Licenses with air brake endorsement and who are normally assigned to drive single axle garbage or dump trucks, or those not equipped with air brakes, but who are intermittently assigned to drive tandem axle garbage or tandem axle dump trucks equipped with air brakes, shall also receive a premium of twenty-five cents (25¢) per hour in addition to the regular rate under Salary Schedule "B", Pay Group 3, for each hour while assigned to drive such truck.

This Letter of Understanding shall continue to apply to all employees who on or before February 1, 2000 were operating or did operate tandem axle garbage or tandem axle dump trucks equipped with air brakes for the District and who, without break in service with the District, again operate such equipment. Employees hired after February 1, 2000 and employees hired prior to that time who have never received the "Tandem Axle with Air" premium are excluded from receiving the premium when assigned to operate such equipment.

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 British Columbia.

FOR THE EMPLOYER

FOR THE UNION

BOARD CHAIR, GVLRA

PRESIDENT, CUPE LOCAL 374

DIRECTOR, GVLRA

VICE-PRESIDENT, CUPE LOCAL 374

EXECUTIVE DIRECTOR, GVLRA

LETTER OF UNDERSTANDING NO. 8

BETWEEN:

THE CORPORATION OF THE DISTRICT OF OAK BAY
(hereinafter referred to as the "Employer")

AND:

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

Interpretation of Article 1.05(c) re: Auxiliary Employees Providing Recreation Services to the Public

WHEREAS:

- A. The Collective Agreement between the Employer and the Union includes the following definition of Regular Part-time and Regular Seasonal Employee:
- 1.04 "Regular Part-time and Regular Seasonal Employee": is an employee occupying a position listed in the Wage/Salary Schedule(s) attached hereto, who has successfully completed the requirements of the probationary period and who works less than a full-time employee, yet at least one-half (1/2) the normal full-time work schedule per year.
- B. The application of Article 1.04 is subject to Article 1.05 (Definition of Auxiliary Employee) which, in turn, was modified by the insertion of the following clause in the 1994-95 Collective Agreement:
- 1.05(c) Employees who directly provide recreation program services to the public on a "drop-in" or registration basis who have not been appointed to a regular position shall be considered as auxiliary employees. Of and by itself, this Section shall not be construed as a right to eliminate any existing regular position.
- C. The effect of Article 1.05(c) was that, subject to the limitation set out in the second sentence, an employee directly providing recreation program services to the public on a "drop-in" or registration basis would remain classed as "auxiliary" notwithstanding a consistent work schedule which might otherwise have brought the employee within the scope of the regular part-time/regular seasonal definition set out in Article 1.04.

- D. The Collective Agreement does not actually name the specific auxiliary positions which fall into the class of directly providing recreation program services to the public on a drop-in or registration basis.
- E. Partly in light of the scope for interpretation on this question, among other operational considerations, the Employer in the exercise of its management rights has taken a conservative approach to the assignment of auxiliary work schedules and has generally limited the hours of work for auxiliary recreation employees, whether or not they appeared to fall within the scope of Article 1.05(c), to a level below that set out in Article 1.04.
- F. The Employer and the Union mutually acknowledge that it would add a desirable element of certainty to the interpretation and administration of the Collective Agreement to specify by name those auxiliary positions which fall within the scope of Article 1.05(c).

NOW THEREFORE THE EMPLOYER AND THE UNION AGREE AS FOLLOWS:

1. The Employer and the Union are in agreement that the following Schedule “C” positions “directly provide recreation program services to the public on a drop-in or registration basis” within the meaning of Article 1.05(c) of the Collective Agreement between the Parties.

Child Minding Attendant
 Program Attendant (all areas)
 Session Team Leader (all areas)
 Fitness Studio Attendant
 Instructor (all levels)
 Program Team Leader (all areas)
 Instructional Team Leader
 Aerobics Instructor (all levels)
 Private Lesson Instructor
 Lounge Host (all levels)
 Cook (all areas)
 Lifeguard
 Lifeguard Team Leader

2. The Employer and the Union are in agreement that the following Schedule “C” positions do not “directly provide recreation program services to the public on a drop-in or registration basis” within the meaning of Article 1.05(c) of the Collective Agreement between the Parties:

Cashier
Cleanup/Setup Person
Concession Attendant
Cash Clerk
Artist
Printer
Receptionist
Maintenance Custodian (Monterey/Henderson)
Maintenance Person (all levels and areas)

3. Where an employee works in both “non-Article 1.05(c) positions” as well as in “Article 1.05(c) positions”, only the hours worked in “non-Article 1.05(c) positions” shall be considered in a determination of whether or not the employee should have the status of a regular part-time/regular seasonal employee.
4. When a new position is created, the Parties shall have discussions with the objective of agreeing on whether or not such position falls within the scope of Article 1.05(c).

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 British Columbia.

FOR THE EMPLOYER

FOR THE UNION

BOARD CHAIR, GVLRA

PRESIDENT, CUPE LOCAL 374

DIRECTOR, GVLRA

VICE-PRESIDENT, CUPE LOCAL 374

EXECUTIVE DIRECTOR, GVLRA

LETTER OF UNDERSTANDING NO. 9

BETWEEN:

THE CORPORATION OF THE DISTRICT OF OAK BAY
(hereinafter referred to as the "Employer")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 374
(hereinafter referred to as the "Union")

Payment of Professional Dues, Design Engineer

WHEREAS:

- A. A classification requiring a British Columbia "Professional Engineer" registration was added to the salary schedule in 2006.
- B. For professional engineers working as employees, it is standard practice for the Employer to reimburse the employee for the cost of annual professional dues;
- C. The Employer and the Union agree that it would be appropriate for the Employer to reimburse the employee occupying the classification requiring British Columbia "Professional Engineer" registration for the cost of his/her annual professional dues;

NOW THEREFORE THE EMPLOYER AND THE UNION AGREE AS FOLLOWS:

- 1. The Employer shall reimburse the employee occupying the position of Design Engineer for the cost of regular annual dues required for the employee to maintain his/her membership in good standing in the Association of Professional Engineers and Geoscientists of the Province of British Columbia, and to hold a certificate of registration with entitlement to use the title "Professional Engineer" or an abbreviation thereof approved by the Council of the Association.
- 2. If the employee occupying the position of Design Engineer leaves the employ of the Employer during the period for which dues apply, he shall prior to departure reimburse the Employer for the cost thereof on a pro rata basis, with the Employer in default thereof having the option to recover the same through an adjustment to the employee's final pay cheque.

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 British Columbia.

FOR THE EMPLOYER

FOR THE UNION

BOARD CHAIR, GVLRA

PRESIDENT, CUPE LOCAL 374

DIRECTOR, GVLRA

VICE-PRESIDENT, CUPE LOCAL 374

EXECUTIVE DIRECTOR, GVLRA

LETTER OF UNDERSTANDING NO. 10

BETWEEN:

THE CORPORATION OF THE DISTRICT OF OAK BAY
(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

An Employee and Family Assistance Plan shall be developed by the Parties and implemented into the workplace by January 1, 2008. Such date may be extended by mutual agreement of the Employer and Union.

The Employee and Family Assistance Plan shall apply to all regular employees, exempt employees and their dependents.

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.

For the purposes of the Employee and Family Assistance Plan, the definition of dependent shall be as defined by the Extended Health Plan.

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

The Labour Management Committee 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 Agreement to be executed on this _____ day of _____, 2020 in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION

BOARD CHAIR, GVLRA

PRESIDENT, CUPE LOCAL 374

DIRECTOR, GVLRA

VICE-PRESIDENT, CUPE LOCAL 374

EXECUTIVE DIRECTOR, GVLRA

LETTER OF UNDERSTANDING NO. 11

BETWEEN:

THE CORPORATION OF THE DISTRICT OF OAK BAY
(hereinafter referred to as the "Employer")

AND:

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

National Life Saving (NLS) and Water Safety
Instruction (WSI) Certifications

The Parties agree that where NLS and/or WSI certifications are required by the Employer, upon successful completion of the course the Employer will pay 50% of NLS/WSI recertification course costs for those auxiliary employees who have passed probation. Regular employees shall be reimbursed as set out in Appendix A clause (i), Aquatic Re-certification.

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 British Columbia.

FOR THE EMPLOYER

FOR THE UNION

BOARD CHAIR, GVLRA

PRESIDENT, CUPE LOCAL 374

DIRECTOR, GVLRA

VICE-PRESIDENT, CUPE LOCAL 374

EXECUTIVE DIRECTOR, GVLRA

LETTER OF UNDERSTANDING NO. 12

BETWEEN:

THE CORPORATION OF THE DISTRICT OF OAK BAY
(hereinafter referred to as the "Employer")

AND:

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

Co-op Student Employment

The Parties recognize the benefits of hiring Co-op Students to allow for the students to get some practical work experience, the District of Oak Bay to gain the benefit of added value in the workplace and the Union to be provided with an opportunity to familiarize people entering the workplace with the Union. To that end the Parties agree to implement a Co-op Student program under the following terms:

1. Students hired under the Co-operative Educational Training Program (co-op students) are registered in a recognized University or College education program.
2. Co-op students are employees hired for a limited duration on a supernumerary basis to provide a work experience that is acceptable to their institution and relevant to their program of study. The Collective Agreement posting, filling vacancies and selection process provisions shall not apply to these temporary employment opportunities.
3. Co-op students' wages will be at pay grade 1, plus fourteen percent (14%) in lieu of benefits. Pay rates may be adjusted with agreement of the Union.
4. The length of appointment will be four (4) to eight (8) months and correspond to the requirements of the co-op student's educational program.
5. The co-op students and/or student placements hours of work will be the same as CUPE members working in the section or work unit.
6. Students hired under this Agreement will accumulate seniority.
7. Students hired under this Agreement will become members of CUPE Local 374 while employed by the District.
8. Either Party may cancel Letter of Understanding by providing at least 30 days written notice. Should a notice of cancellation be provided all co-op placements in effect at the time shall continue until the under the terms agreed in the original placement.

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 British Columbia.

FOR THE EMPLOYER

FOR THE UNION

BOARD CHAIR, GVLRA

PRESIDENT, CUPE LOCAL 374

DIRECTOR, GVLRA

VICE-PRESIDENT, CUPE LOCAL 374

EXECUTIVE DIRECTOR, GVLRA