

# AGREEMENT

The Town of Sidney

and

The Canadian Union of Public Employees

Local No. 374

January 1, **2022** – December 31, **2024**

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JOB EVALUATION PLAN (dated May 1997)

## COLLECTIVE AGREEMENT

BETWEEN:

THE TOWN OF SIDNEY  
(hereinafter called the "Employer")

AND:

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

WHEREAS the Town 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 **BC Labour Relations Code** who is employes 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 of the bargaining unit not employed as a regular employee and may be employed for:
  - (i) Relief of a regular employee on vacation leave, sick leave, long term disability of less than one (1) year's duration, WorkSafeBC compensation of less than one year's duration, compassionate leave, education leave or other leaves,
  - (ii) Notwithstanding clause 1.05(a)(i) relief of a regular employee on maternity leave, adoption leave and parental leave,
  - (iii) Non-repetitive projects of less than one (1) year's duration. However, in the event the employment is extended beyond that one (1) year period, at the one (1) year anniversary date the employee shall be converted to regular status pursuant to Article 1.03 or 1.04 above, or
  - (iv) Work of an emergency nature.
- (b) Auxiliary employees include employees who work less than regular part-time or regular seasonal employees.

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 the purposes of clarification, the qualification periods referred to above are the previous July 1<sup>st</sup> to December 31<sup>st</sup> period each January calculation, and the previous January 1<sup>st</sup> to June 30<sup>th</sup> period for each July calculation.

1.08 Auxiliary Employee Terms and Conditions of Employment:

- (a) At the time of hire an auxiliary employee shall receive notice in writing from the Employer of the nature of their employment, expected duration of employment, classification and rate of pay.
- (b) Other articles of this Agreement notwithstanding, an auxiliary employee shall not be entitled to the terms and conditions of the Agreement, save and except as follows:
  - (i) the definition of an “auxiliary employee” as set out in Article 1.05.
  - (ii) the Union Security and Check-off provisions set out at Article 4.01 – Union Membership, Article 4.02 – Union Dues and Article 4.03 – Dues Receipts.
  - (iii) the provision of Article 5 – No Strike of Lockouts
  - (iv) the provisions of Article 6 – No other Agreements/Representation
  - (v) the provision of Article 7 – No Discrimination and Article 32 – Sexual and Workplace Harassment.
  - (vi) the receipt of a copy of the Collective Agreement as set out in Article 8.1.
  - (vii) the provisions of the grievance and arbitration procedures of Article 11 and Article 12.
  - (viii) 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 Article 13.02 (b) and (c).

Auxiliary employees shall serve a probationary period, equal in length of time to the hourly equivalent to that of a regular employee. For example: Auxiliary employees working a standard forty (40) hour work week would serve a probationary period of one thousand forty (1040) hour and those employees working a standard thirty-five hour work week would serve a probationary period of nine hundred ten (910) hours.

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

- (ix) the Posting and Filling of Vacancies provisions of Applications by Auxiliary Employees at 14.03, Factors Considered in Filling Posted Vacancies at Article 14.02 (a), 14.02 (b) and 14.02 (c).
- (x) the Rest Break provision at Article 16.05 and Irregular Schedules provision at Article 16.04.
- (xi) the Overtime Rates provisions of Article 17.01 and Article 17.02 and the Call-Out provisions at Article 17.06
- (xii) 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.
- (xiii) An auxiliary employee shall be entitled to a salary increment upon completion of the hourly equivalent of twelve (12) months' work of a regular employee (one thousand eight hundred twenty (1820) hours for a thirty-five hour/week employee or two thousand eighty (2080) hours for a forty (40) hour/week employee).
- (xiv) An auxiliary employee shall be paid fourteen percent (14%) of gross earnings (basic wages plus overtime) on each pay cheque in lieu of the full benefit package normally provided by the Agreement (including but not limited to vacations, statutory holidays, sick leave, medical, extended health benefits, dental and group life insurance coverage).
- (xv) the Pay While Relieving in a Higher Rated Position of 18.03 shall apply to auxiliary employees however the allowable compensation set out at Article 18.03 (b) shall be solely Step 1 of the new position.
- (xvi) the provisions of Article 18.08 – First Aid Allowance, Article 18.07 – Premium Pay
- (xvii) An auxiliary employee working full-time shifts in excess of three (3) continuous months shall receive the entitlements of Article 24 – Bereavement Leave and Article 25 – Jury and Court Witness Duty.
- (xviii) the provisions of Article 26.01 – List of Union Officials, 26.02 Leave for Union Business, and Article 26.04 – Leave for Full-Time Union Duties.

- (xix) the Article 27, Maternity, Parental and Adoption Leave provisions (except Clause 27.05 (a) Benefits and 27.07, Seniority) shall apply to auxiliary employees.
  - (xx) the provision of Article 29.07 (b) – Municipal Pension Plan shall apply to auxiliary employees.
  - (xxi) the provisions of Article 31.01 Mutual Co-operation, and 31.02 Hazardous Substances, 31.04 – Toilet Facilities and 31.05 – Clothing apply to auxiliary employees.
  - (xxii) the provisions of Article 34.01 – Employee Records, 34.02 – Discipline and 34.03 – Union Notification shall apply to auxiliary employees.
  - (xxiii) Time and one-half (1½) shall be paid for each hour worked by an auxiliary employee who works on a statutory holiday.
  - (xxiv) 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 increased costs.
- (c) 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 (one thousand eight hundred twenty (1820) hours for a thirty-five hour/week employee or two thousand eighty (2080) hours for a forty (40) hour/week employee) and Article 18.04 – Salary Increments shall apply.
- (d) 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.
- (e) **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 Town 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 generally, Inside Staff: refers to those employees who are generally engaged in office, technical and administrative jobs.
- 1.10 Without limiting generally, Outside Staff: refers to those employees who are generally engaged in non-office supervisory positions **and** labouring occupations.
- 1.11 Call-Out: refers to an unscheduled return to work by an employee after completion of their 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.

## **ARTICLE 2, MANAGEMENT RIGHTS**

- 2.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with the 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 **BC Labour Relations Code**, as noted in the Bargaining Certification, and any other position that may be excluded by mutual agreement of the Parties, or as excluded by the Labour Relations Board.

## **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 their 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 15<sup>th</sup> day of the following month, accompanied by a list of the names and gross pay of all employees from whose wages 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 due 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 the 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 withdraw 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 agreed that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotions, transfers, layoff, discipline, discharge or otherwise by reason of **Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental**

disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person; nor by reason of their 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 *BC Human Rights Act* that requires the test of bona fide and reasonable justification to those matters as expressed in the *BC Human Rights Code*.

## ARTICLE 8, NEW EMPLOYEES

### 8.01 Copies of Agreement

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

### 8.02 Producing the Agreement

The Parties desire that employees become familiar with the provisions of this Agreement and agree to share equally in the cost of producing, in booklet form sufficient copies to be made available to current employees upon request, as soon 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 in 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 (½) hour of such session for the Union to acquaint new employees to the duties, benefits, and obligations of membership in employment.

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

## ARTICLE 9, CORRESPONDENCE

- 9.01 All correspondence between the Parties arising out of this Agreement, or incidental thereto, shall pass to and from the Employer and the President with copies to the Vice-President **and the Recording Secretary of the Union**. The Union shall advise the Employer of the current name of the President, the Vice-President **and the Recording Secretary**.

- 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 as such documents are issued to affect regular employees by forwarding a copy to the Union.
- 9.04 The Union shall be notified of any employee who initiated 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 10**

*No longer applicable*

## **ARTICLE 11, GRIEVANCE PROCEDURE**

### **11.01 Definition**

For the 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, shall be present during the 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 their 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 senior designated 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) 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 endeavors to pursue the matter through any external jurisdiction other than the grievance procedure, then the Union agreed 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 **BC Human Rights Code** 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 **their** file, **they** shall be entitled to recourse through the grievance procedures and the eventual resolution thereof shall become part of **their** personnel record.

## **ARTICLE 12, ARBITRATION**

### **12.01 Appointment of an Arbitration Board**

- (a) Where a matter has been referred to arbitration, the matter will be submitted to a single Arbitrator who is mutually agreeable to both Parties. Within ten (10) working days of receiving notice pursuant to 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.
- a. 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.
- (c) Should the Parties disagree as to the meaning of the Arbitrator's/Arbitration Board's decision, wither 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 the 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 in an employee file).
- (d) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (e) Notwithstanding (a) above, either Part 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 and fees and expenses of the Arbitrator.
- (i) Neither Party shall appeal a decision of an expedited arbitration.

**ARTICLE 13, SENIORITY**

**13.01 Definition**

For the 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 they are 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 the 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 based on 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 the periods of service outside the unit. When an employee is transferred or promoted out of the bargaining unit, they shall retain the right to return for a period of twelve (12) months and upon returning, shall bump into a position consistent with their previously accumulated seniority, qualifications, experience, skill and ability on the basis of Article 15.03 (Bumping Rights), provided such position is not higher than the employee's 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 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 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 (4) 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 they are judged by the Employer as having sufficient experience, skill and ability to otherwise satisfactorily perform the work in question, provided always that such employee 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 the basis and, if successful in winning that competition over other applicants on the basis of Subsection (a) above, they shall be awarded the position contingent upon successful achievement of such certification within the time limit established by the Employer for that purpose. If the employee fails to achieve such certification within this time period, the employee shall revert to their 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 and 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 the position.
- (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 purpose 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 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 their original position should it become vacant within twelve (12) calendar months of 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 **their** 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 documents, the Parties agree to provide all readily available documents in their possession that are relevant to the grievance, unless disclosure is prohibited by law. The question of whether such disclosure is prohibited by law may be referred to an arbitrator for a binding decision.

**14.08 On the Job Training**

- (a) When, in the Employer's opinion, operational requirements both warrant and permit and when it is practicable 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 the purpose of this Article, "Functional work units" shall be defined as smaller work units within a given department which, for the purpose 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 **they** currently **occupy** 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 lay-off. 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, they 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 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 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 a 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 an 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 more 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 to 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 in 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 end of 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 where 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 ***BC Human Rights Code***.

**ARTICLE 16, HOURS OF WORK**

**16.01 Work-Week**

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

- (b) The normal work-week for employees classified in the operation and maintenance of the lift pump stations shall not be confirmed to 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.

- (b) Outside Staff

The normal regular full-time work-day shall consist of eight (8) hours between the hours of 7:00 a.m. and 4:30 p.m., including an unpaid lunch period from noon to 12:30 p.m.

#### 16.03 Vacation 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.

### **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;
- (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 rates 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 6:00 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.

**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 rates, 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 regular employee designated by the Employer (using a roster system or otherwise) to be on standby at a time or times other than their regular working hours shall be paid the following premiums:

- (a) Thirteen (13) hours pay at the Chargehand rate of pay for each week on which the employee was on standby, and
- (b) Four (4) hours pay at the Chargehand rate of pay for each statutory holiday on which the employee was on standby.
- (c) Outside of their regular work schedule, employees that are designated on standby will be required to carry and respond to communication devices.

For the purposes of (a) above, the regular employee on standby shall be on call from 4:30 p.m. Thursday through the week until 8:00 a.m. the following Thursday.

**17.06 Call-Out**

- (a) "Call-out" shall be defined as an authorized or required unscheduled return to duty following the completion of an employee's normal work day shift or work week.
- (b) In the event of a call-out of a regular employee or auxiliary employee a minimum of two (2) hours pay 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.

## **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" and "B" which are attached to and form part of this Agreement.
- (b) The Employer shall not increase the rate of pay of any employee beyond that set out in this Collective Agreement without the mutual agreement of the Union and such mutual agreement shall not be unreasonably withheld.

### **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 their 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 1.10 (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 Town 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 with 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 respect 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 **year (or full-time hours equivalent)** 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 **one year (or full-time hours equivalent)** at the previous step, in accordance with Subsection (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 purpose 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, their 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) Ditch Premium

When required to work in ditches at a depth of eight (8) feet or more, employees shall receive 25 cents (25¢) per hour more than their regular **rate of pay**;

(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 (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) Dirty Pay Premium

(i) When designated by the Employer an employee shall receive a minimum of one-half ( $\frac{1}{2}$ ) hour of premium pay, or the hours so worked, whichever is greater, and provided such task(s) is outside an employee's normal duties, when directed to clean up excrement/fecal matter (human or otherwise) bodily fluids (blood, vomit, urine), diapers, hypodermic needles or such other obnoxious materials as approved by the employer;

(ii) The premium shall be one-quarter ( $\frac{1}{4}$ ) hour in addition to the employee's regular rate of pay.

18.08 First Aid Allowance

An employee who holds a valid Level 2 Occupational First Aid Certificate and is appointed First Aid Attendant shall be paid sixty-five dollars (\$65.00) each pay period in the month they are on duty as appointed.

An employee who holds a valid Level 1 Occupational First Aid Certificate and is appointed First Aid Attendant shall be paid fifty dollars (\$50.00) each pay period in the month they are on duty as appointed.

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 1 and 2 Occupational First Aid Certificate.

18.09 Certificates, 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 drivers license as a condition of employment, the Employer shall reimburse such medical examination costs upon presentation of proof of payment.

## ARTICLE 19, VACATION

### 19.01 Entitlement

- (a) In the first calendar year of service (January 1<sup>st</sup> to December 31<sup>st</sup>), 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 31<sup>st</sup>. Employees commencing employment after September 1<sup>st</sup> of any given year, shall be granted vacation pay from their starting date until December 31<sup>st</sup> of that year. Employees may elect to take their earned vacation during their first year of service provided they have been employed for six (6) months.
- (b) Vacation with pay shall be granted to other regular employees as follows:
- (i) after the first (1<sup>st</sup>) year of service and up to the end of the fourth (4<sup>th</sup>) year of service: fifteen (15) days' vacation per annum.
  - (ii) beginning the fifth (5<sup>th</sup>) year of service and up to the end of the eighth (8<sup>th</sup>) year of service: eighteen (18) days' vacation per annum.
  - (iii) beginning the ninth (9<sup>th</sup>) year of service and up to the end of the **thirteenth (13<sup>th</sup>)** year of service: twenty-three (23) days' vacation per annum.
  - (iv) beginning the **fourteenth (14<sup>th</sup>)** year of service and up to the end of the **twentieth (20<sup>th</sup>)** year of service: twenty-eight (28) days' vacation per annum.
  - (v) beginning the **twenty-first (21<sup>st</sup>)** year of service and **up to the end of the twenty-fifth (25<sup>th</sup>) year of service**: thirty (30) days' vacation per annum.
  - (vi) beginning the **twenty-sixth (26<sup>th</sup>)** year of service and each year thereafter: thirty-three (33) days' vacation per annum.

### 19.02 Work Interrupting a Vacation Day

When an employee **who is on vacation** is requested by the Employer to **interrupt their vacation to return to work**, and the employee agrees to work, the employee shall receive **overtime rates for hours worked for the first consecutive shift as set out in the collective agreement**. **Employees are entitled to reschedule all displaced vacation**, at a time mutually agreeable to the employee and the Employer.

### 19.03 Sick Leave During Vacation

Where an employee qualified 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 involved 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 Years' Day | Canada Day   | <b>National Day for Truth and Reconciliation</b> |
| Family Day     | Victoria Day | Thanksgiving Day                                 |
| Good Friday    | BC Day       | Remembrance Day                                  |
| Easter Monday  | Labour Day   | Christmas Day                                    |
|                |              | Boxing 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 during 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, they shall be paid

an additional two times (2x) their regular pay for all such hours actually worked in 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.

**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 (5<sup>th</sup>) year of service: twelve (12) days per year.
- (c) Upon completion of the fifth (5<sup>th</sup>) year of service and up to and including the fifteenth (15<sup>th</sup>) year of service: eighteen (18) days per year.
- (d) Upon completion of the fifteenth (15<sup>th</sup>) 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 1<sup>st</sup> 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 for the “duty to accommodate” (pursuant to the requirements of the *BC Human Rights Code*) 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 (6<sup>th</sup>) year to and including the 15<sup>th</sup> year of employment, the amount of accrual shall be sixty-six and two-thirds percent (66 2/3%), but in the sixteenth year (16<sup>th</sup>) 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 received wage loss benefits from 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 a court action and designated as compensation for loss of wages, whichever is less.

**If eligible for receipt of reimbursement from a court action, 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”.

**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 as at January 1<sup>st</sup> of each year, and maintain throughout the year, a minimum of fifty (50) 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 practicable.

## **ARTICLE 22, EFFECT OF ABSENCE ON SICK LEAVE, VACATIONS & STATUTORY HOLIDAY**

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 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 CLASSIFICATION**

### **23.01 Job Descriptions**

The Employer agreed 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 off 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 withing ninety (90) days of the employee's request under subsection (a) or (b) and present its findings, including any appliable 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 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 death of a spouse (including common-law spouse), children, parents, **siblings, parents-in-law, siblings-in-law, children-in-law**, grandparents and grandchildren, **guardian**, 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 Town Administrator.

#### **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 practical 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 two (2) Union appointees.
  - (iii) Joint Committees established under the terms of this Agreement: to a maximum of two (2) Union appointees.
  - (iv) Negotiating a renewal or revision to this Agreement when the official paid representation from the Union shall be a maximum of two (2) 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 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, providing the Union reimburse the Employer the amount of the salary and benefit cost 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 from the operations of another employer under certification to Local 374, on short notice to the Employer, provided such time-off does not disrupt normal operations.

#### 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

### 27.00 Definitions

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

### 27.01 Length of Leave

#### (a) Maternity Leave

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to **sixty-one (61)** consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave. In the event the birthing **parent** 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.

#### (b) Parental Leave

**The non-birthing parent, including an adoptive parent,** shall be entitled to up to **sixty-two (62)** consecutive weeks of parental leave without pay. The employee shall take the leave within **seventy-eight (78)** weeks of the child's birth date or date the child comes within the care and custody of the employee.

#### (c) Extensions – Special Circumstances

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

- (i) The birth **parent** as unable to return to work for medical reasons related to the birth;
- (ii) 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.

#### (d) Maximum Allowable Leave

It is understood that the maximum allowable leave or combination of leave entitlements pursuant to this Article shall be **seventy-eight (78)**

continuous weeks **plus any other additional leave pursuant to 27.01 (e).**

**(e) Additional Parent Leave**

**The employee is entitled to any Additional Parent Leave as outlined in the *BC Employment Standards Act*.**

**27.02 Notice Requirements and Commencement of Leave**

- (a) An employee who requests parental leave **for the adoption or caring of a child** shall be required to provide proof of adoption or birth of the child.
- (b) 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.
- (c) 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 **their** scheduled leave. In such cases the employee's previously scheduled leave period will not be affected.
- (d) 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.
- (e) 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.
- (f) 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 purpose 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**

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

- (b) An employee while on maternity leave or parental leave shall not be entitled to sick leave benefits during the period of leave.
- (c) Notwithstanding section (b), 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 (d) and (e) 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

- (a) 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.
- (b) Pension contributions will cease during the period of the leave unless the employee makes arrangements pursuant to the provisions of the Municipal Pension Plan **upon return**.

#### 27.06 Supplementary Employment Insurance Benefits

- (a) 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.
- (b) **Birthing parents** who are entitled to maternity leave **as provided for in Article 27.01 of the Collective Agreement** and who have applied and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (c) Subject to the approval of the Employment Insurance Commission, **non-birthing** parents who, due to the death or total disability of the **birthing parent**, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan benefits.
- (d) 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 **of leave** provided the employee continues to receive Employment Insurance benefits.
- (e) 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.

- (f) 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.
- (g) 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 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 accrue to the credit of the employee taking leave under this Article.

**ARTICLE 28, LEAVE OF ABSENCE**

**28.01 General Leave**

Subject to maintain 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 Town Administrator, 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 their employment qualifications.

**28.04 Benefit Trust Leave**

An employee who is appointed by CUPE as a Trustee to the Capital Area benefit Trustor 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 Service 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.

**28.07 Domestic and Sexual Violence Leave**

**(a) The Employer agrees to provide the following leaves for victims of domestic or sexual violence:**

- (i) Ten (10) days leave with pay, may be taken non-consecutively.**
- (ii) Up to twenty-six (26) weeks of unpaid leave in one consecutive period.**

**(b) Domestic and sexual violence leave may be taken for the following purposes:**

- (i) to seek medical attention for the employee or child or legal dependant in respect of a physical or psychological injury or disability caused by the domestic or sexual violence;**
- (ii) to obtain for the employee or child or legal dependant victim services or other social services relating to domestic or sexual violence;**
- (iii) to obtain for the employee or child or legal dependant psychological or other professional counselling services in respect of a psychological or emotional condition caused by the domestic or sexual violence;**
- (iv) to temporarily or permanently relocate the child or legal dependant or both the employee and child or legal dependant;**
- (v) to seek legal or law enforcement assistance for the employee or child or legal dependant, including preparing for or participating in any civil or criminal legal proceeding related to the domestic or sexual violence;**
- (vi) any prescribed purpose.**

**(c) The Employer will not disclose any information relating to the leave to anyone except when another employee requires the information to**

carry out their duties, or is required by law, or with the consent of the employee.

- (d) If requested by the Employer, the employee must, as soon as practicable, provide to the Employer reasonably sufficient proof in the circumstances that the employee is entitled to the leave.

## ARTICLE 29, BENEFIT PLANS

### 29.01 Medical Services Plan and Extended Health Benefits

(a) The Employer shall contribute eighty percent (80%) of the monthly cost of a regular employee's participation in the B.C. Medical Services Plan and the Extended Health Benefits Plan under the trusteeship of the Capital Area Benefit Advisory Group provided that the employee agrees to contribute the remaining twenty percent (20%) on a check-off basis.

(b) The Extended Health Benefit coverage shall include:

- (i) vision care providing for full reimbursement towards the cost of the purchase of one (1) pair of eyeglasses or laser eye surgery every two (2) years for each regular employee and their dependants to a maximum cost of four hundred dollars (\$400.00) per pair or surgery;
- (ii) eye examinations for each regular employee and dependants to a maximum of **one hundred and twenty-five** dollars (\$125.00) every two (2) years.
- (iii) hearing aids to a maximum of three thousand dollars (\$3000.00) every five (5) years.
- (iv) an unlimited lifetime maximum;
- (v) Bluenet; 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 dependant). 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 **Trust**, 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 **three** hundred thousand dollars (\$**300,000**), 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 percent (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 date of hire or 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 enrollment in the benefit plans by paying their share of the premium costs.

**29.06 Common Law Relationships**

An employee who co-habits with a person, and who promoted such person as a "spouse" (partner), and who has done so for a period of not less than **one (1)** year, will be eligible to have that person covered as a spouse for purposes of Medical Services, Extended Health and Dental benefits and leaves related to family matters. This coverage includes dependants of the employee's 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 has 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, who has been employed by the Employer continuously for two (2) years, the Employer shall grant to the immediate dependants 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 their death; such sums to be in addition to any salary accrued to the credit of such employee.

#### 29.09 Retirement Gratuity

After five (5) years' continuous service, unless employment is terminated for just cause or the employee voluntarily quits, a retirement gratuity of one and one-half (1½) days' pay for each completed year of service shall be paid to regular employees who retire under the Municipal Pension Plan or at age 65. Employees receiving gratuity pay under this Article shall not also be eligible for severance pay under Article 15.06 (Severance Pay).

#### 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, provided the plan allows 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 (fifty percent (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 their

normal occupation for the first twenty-four (24) months of disability; and thereafter, when they are unable to engage in any occupation or employment for which they are reasonably qualified or may reasonably become qualified.

- (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) Notwithstanding anything in this Article, the Employer and the Union recognize that eligibility for and entitlement to long term disability benefits shall be set out in the Plan document.
- (g) Benefits While on Long Term Disability
  - (i) An employee during the qualification period and while in receipt of Long Term Disability benefits shall be considered to be on approved leave of absence. Such an employee, including one engaged in rehabilitation employment with the Employer, shall continue to be covered by the provisions of the Medical Services Plan, Extended Health Plan, Group Life Insurance and Dental Plan. While in receipt of Long Term Disability payments, contributions to Municipal Pension Plan shall be waived and such status shall be reported to the Plan.
  - (ii) For recipients on Long Term Disability benefits the eighty/twenty (80/20) premium cost sharing for the above plans shall remain for the first two (2) years while on long term disability after which the benefit costs shall be shared fifty percent (50%) by the Employer and fifty percent (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.

#### 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 retaining, 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 identified 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 Superintendent, they are required because of the nature of the duties performed.

31.06 Boot Allowance

For regular employees who have passed their probationary period, the Employer shall contribute one hundred **fifty** dollars (\$150) annually towards the purchase of safety footwear where required by WorkSafeBC Regulations.

31.07 Immunization

All regular employees who frequently come into contact with garbage, sewage (including storms), and the first aid attendant shall, if requested by the employee, be immunized against Hepatitis A and B at the Employer's expense.

31.08 Employee and Family Assistance Program

The Employer will encourage employees who may seek advice to utilize the services of established community and health organizations which may be competent to deal with the issue. Constructive proposals to achieve improvement in this exercise are welcomed by the Employer.

31.09 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 & WORKPLACE 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 **BC 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 in 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 the WorkSafeBC.

## **ARTICLE 34, DISCIPLINE AND EMPLOYEE RECORDS**

### **34.01 Employee Records**

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

### **34.02 Discipline**

(a) Any employee is subject to immediate dismissal or suspension for just cause.

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

(c) The Employer shall give every reasonable consideration to a request in writing from an employee to remove from their 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 clause 2 of the Employment Indemnification By-law No. 1604 dated March 13, 2000 including amendments which shall be attached to and form part of this Agreement.

37.02 Any dispute regarding the application of clause 2 of the Indemnification By-law 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, 2022 to and including December 31, 2024 and shall continue in effect from year to year thereafter, subject to the right of either Party, within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, to require the other Party to commence collective bargaining, with a view to the conclusion of a renewal or revision of this Agreement, or a new Agreement.

### **38.02 Continuation Clause**

Should either Party give written notice to the other Party in accordance with Article 37.01 (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 (s) and (3) of the *BC Labour Relations Code* shall be excluded and have no application to this Agreement.

### **38.04 Retroactivity**

Retroactive pay shall be paid at the earliest date practical, and not later than thirty (30) calendar days following the date of the signing of this Agreement.

## ARTICLE 39, LETTERS OF UNDERSTANDING


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

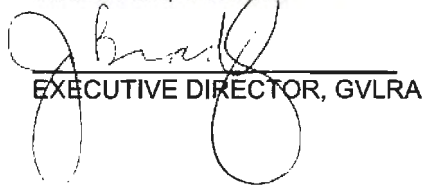
1. Government Employment Programs
2. Job Sharing
3. Modified Work Week (Flex Time)
4. Employee Family Assistance Plan

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 30<sup>th</sup> day of June 2023 in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

  
BOARD CHAIR, GVLRA

  
DIRECTOR, GVLRA

  
EXECUTIVE DIRECTOR, GVLRA

FOR THE UNION

  
PRESIDENT, CUPE 374

  
UNIT VICE-PRESIDENT, CUPE 374

## SCHEDULE "A"

**CUPE Staff  
Salary Grid (Hourly Rates)  
Inside Staff**

| <u>Pay Group</u> |   | <u>2.00%</u><br><u>January 1, 2021</u> |       |       | <u>.25 cents plus</u><br><u>3.24%</u><br><u>January 1, 2022</u> |       |       |
|------------------|---|--|-------|-------|---|-------|-------|
|                  |   |  |       |       |   |       |       |
| 1                |   | 25.16                                  | 26.29 | 27.37 | 26.23   | 27.40 | 28.51 |
| 2                | Clerk-Typist  | 25.67                                  | 26.81 | 27.93 | 26.76   | 27.94 | 29.09 |
| 3                | Departmental Assistant  | 26.16                                  | 27.29 | 28.47 | 27.27   | 28.43 | 29.65 |
| 4                |   | 26.83                                  | 27.98 | 29.16 | 27.96   | 29.14 | 30.36 |
| 5                | Police Clerk I (Reception)  | 27.43                                  | 28.62 | 29.80 | 28.58   | 29.81 | 31.02 |
| 6                | Police Clerk I (Records Support)<br>Admin Asst - Finance  | 28.31                                  | 29.53 | 30.75 | 29.49   | 30.74 | 32.00 |
| 7                | Admin Asst - Engineering, Parks & Works<br>Driver Services Clerk<br>Admin Asst - Development Services<br>Cashier/Accounting Clerk   | 29.22                                  | 30.49 | 31.78 | 30.42   | 31.74 | 33.07 |
| 8                | Police Clerk I - Court Liaison<br>Accounts Payable Clerk/Utilities Clerk<br>Records Coordinator/Administrative Assistant  | 30.24                                  | 31.55 | 32.87 | 31.48   | 32.83 | 34.19 |
| 9                | Police Clerk II (PRIME/Disclosure Clerk)<br>Police Clerk II (CPIC/Disclosure Clerk)<br>Fin/Admin Asst - Works Yard<br>Financial/Admin Assistant (RCMP)<br>Planning Technician<br>Payroll & Benefits Administrator<br>Fire & Emergency Management Office Services<br>Coordinator<br>Jr. Engineering Technician | 31.40                                  | 32.77 | 34.14 | 32.68   | 34.09 | 35.50 |
| 10               | Driver Services Supervisor<br>Development & Administrative Coordinator  | 32.81                                  | 34.25 | 35.68 | 34.13   | 35.62 | 37.09 |
| 11               | Engineering Technician<br>Climate Action Coordinator<br>Bylaw Enforcement Officer   | 35.70                                  | 37.25 | 38.79 | 37.11   | 38.72 | 40.30 |
| 12               | GIS Technician/Database Administrator<br>Building Official<br>Senior Accountant<br>Police Clerk III (Crime Analyst/Quality Control)<br>Asset Management Technician<br>Computer Systems Technician<br>RCMP Computer Systems Analyst/LAN<br>Administrator   | 38.82                                  | 40.51 | 42.22 | 40.34   | 42.08 | 43.85 |
| 13               | Senior Bylaw Enforcement Officer<br>Building Official II<br>Municipal Planner   | 42.24                                  | 44.07 | 45.91 | 43.87   | 45.76 | 47.66 |
| 14               | Senior Engineering Technician   | 45.52                                  | 47.51 | 49.47 | 47.25   | 49.31 | 51.33 |
| 15               | Senior Building Official  | 49.16                                  | 51.30 | 53.43 | 51.01   | 53.22 | 55.42 |

## Schedule "A"

**CUPE Staff  
Salary Grid (Hourly Rates)  
Inside Staff**

|                  |   | 4%<br>January 1, 2023 |       |       | 3%<br>January 1, 2024 |       |       |
|------------------|---|-----------------------|-------|-------|-----------------------|-------|-------|
| <u>Pay Group</u> |   |                       |       |       |                       |       |       |
| 1                |   | 27.28                 | 28.50 | 29.66 | 28.10                 | 29.35 | 30.55 |
| 2                | Clerk-Typist  | 27.83                 | 29.05 | 30.26 | 28.67                 | 29.93 | 31.16 |
| 3                | Departmental Assistant  | 28.36                 | 29.57 | 30.84 | 29.21                 | 30.46 | 31.76 |
| 4                |   | 29.08                 | 30.31 | 31.58 | 29.95                 | 31.22 | 32.52 |
| 5                | Police Clerk I (Reception)  | 29.72                 | 31.00 | 32.26 | 30.61                 | 31.93 | 33.23 |
| 6                | Police Clerk I (Records Support)<br>Admin Asst - Finance  | 30.66                 | 31.97 | 33.28 | 31.58                 | 32.93 | 34.28 |
| 7                | Admin Asst - Engineering, Parks & Works<br>Driver Services Clerk<br>Admin Asst - Development Services<br>Cashier/Accounting Clerk   | 31.64                 | 33.01 | 34.39 | 32.59                 | 34.00 | 35.42 |
| 8                | Police Clerk I - Court Liaison<br>Accounts Payable Clerk/Utilities Clerk<br>Records Coordinator/Administrative Assistant  | 32.74                 | 34.14 | 35.56 | 33.72                 | 35.17 | 36.63 |
| 9                | Police Clerk II (PRIME/Disclosure Clerk)<br>Police Clerk II (CPIC/Disclosure Clerk)<br>Fin/Admin Asst - Works Yard<br>Financial/Admin Assistant (RCMP)<br>Planning Technician<br>Payroll & Benefits Administrator<br>Fire & Emergency Management Office Services<br>Coordinator<br>Jr. Engineering Technician | 33.98                 | 35.45 | 36.92 | 35.00                 | 36.52 | 38.03 |
| 10               | Driver Services Supervisor<br>Development & Administrative Coordinator  | 35.50                 | 37.04 | 38.58 | 36.56                 | 38.15 | 39.74 |
| 11               | Engineering Technician<br>Climate Action Coordinator<br>Bylaw Enforcement Officer   | 38.60                 | 40.26 | 41.92 | 39.76                 | 41.47 | 43.18 |
| 12               | GIS Technician/Database Administrator<br>Building Official<br>Senior Accountant<br>Police Clerk III (Crime Analyst/Quality Control)<br>Asset Management Technician<br>Computer Systems Technician<br>RCMP Computer Systems Analyst/LAN<br>Administrator   | 41.95                 | 43.76 | 45.60 | 43.21                 | 45.08 | 46.97 |
| 13               | Senior Bylaw Enforcement Officer<br>Building Official II<br>Municipal Planner   | 45.62                 | 47.59 | 49.56 | 46.99                 | 49.01 | 51.05 |
| 14               | Senior Engineering Technician   | 49.14                 | 51.28 | 53.38 | 50.62                 | 52.82 | 54.99 |
| 15               | Senior Building Official  | 53.05                 | 55.35 | 57.64 | 54.64                 | 57.01 | 59.37 |

## SCHEDULE "B"

| CUPE Staff<br>Salary Grid (Hourly Rates)<br>Outside Staff |   | .25 cents plus<br>3.24%<br>January 1, 2022 | 4%<br>January 1, 2023 | 3%<br>January 1, 2024 |
|---|---|--|-----------------------|-----------------------|
| <u>Pay Group</u>  |   |  |                       |                       |
| 1   | Labourer I (Auxiliary)  | 28.51                                      | 29.66                 | 30.55                 |
| 2   | Labourer II (Regular Seasonal)  | 29.09                                      | 30.26                 | 31.16                 |
| 3   |   | 29.65                                      | 30.84                 | 31.76                 |
| 4   | Labourer III  | 30.36                                      | 31.58                 | 32.52                 |
| 5   | Labourer IV (Facilities Maintenance)<br>Labourer IV (Pipelayer)   | 31.02                                      | 32.26                 | 33.23                 |
| 6   | Gardener I  | 32.00                                      | 33.28                 | 34.28                 |
| 7   | Gardener II<br>Backhoe Operator<br>Arborist   | 33.07                                      | 34.39                 | 35.42                 |
| 8   | Gardener III - Irrigation<br>Head Gardener<br>Gardener III - Horticulture<br>Gardener III - Turf Grass<br>Gardener III - Special Projects<br>Chargehand (Underground Utilities)<br>Chargehand (Surface Infrastructure)<br>Vacuum-Flush Truck Operator | 34.19                                      | 35.56                 | 36.63                 |
| 9   | Purchaser & Inventory Controller  | 35.50                                      | 36.92                 | 38.03                 |
| 10  | Facilities Maintenance Supv<br>Senior Arborist<br>Crew Chief (Underground Utilities)<br>Crew Chief (Surface Infrastructure)<br>Safety Coordinator/Yard Person   | 37.09                                      | 38.58                 | 39.74                 |
| 11  | Fleet Mechanic  | 40.30                                      | 41.92                 | 43.17                 |
| 12  | Works & Services Foreman - Underground Utilities<br>Parks Foreman<br>Electrician/Mtce Chargehand  | 43.85                                      | 45.60                 | 46.97                 |
| 13  | Works & Services Foreman II - Surface<br>Infrastructure, Facilities and Fleet   | 47.66                                      | 49.56                 | 51.05                 |

## LETTER OF UNDERSTANDING NO. 1

BETWEEN:

THE TOWN OF SIDNEY  
(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:

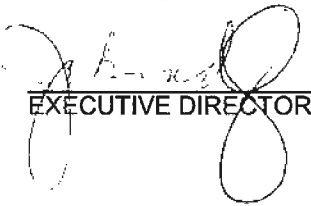
- (1) Persons employed under the government plan shall be employed as Auxiliary Employees as defined in Article 1.05 (Auxiliary Employee) of the Collective Agreement.
- (2) The tasks involved in such projects are not ones which could reasonably be expected to be undertaken by existing regular employees 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 Letter of Understanding to be executed on this 30<sup>th</sup> day of June 2023 in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

  
BOARD CHAIR, GVLRA

  
DIRECTOR, GVLRA

  
EXECUTIVE DIRECTOR, GVLRA

FOR THE UNION

  
PRESIDENT, CUPE LOCAL 374

  
UNIT VICE-PRESIDENT, CUPE LOCAL 374

## LETTER OF UNDERSTANDING NO. 2

BETWEEN:

THE TOWN OF SIDNEY  
(hereinafter referred to as the "Employer")

AND:

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

### **Job Sharing**

The Employer and the Union agree that where a regular employee wishes to share **their** full time position, that such job sharing agreement be mutually agreed upon for a "trial period" of not less than three (3) months and up to one (1) year using the following principles, provided however that nothing in this Letter of Understanding be construed as altering the existing rights and/or obligations of either Party under the Collective Agreement.

#### 1. General

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

#### 2. Procedure

- (a) The employee shall apply in writing to **their** 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 three (3) months and up to one (1) 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, **they** 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.

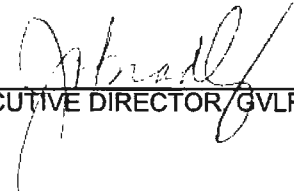
- 5. Either Party may cancel this Letter of Understanding by providing at least thirty (30) calendar days written notice to the other Party.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 30<sup>th</sup> day of June 2023 in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

  
\_\_\_\_\_  
BOARD CHAIR, GVLRA

  
\_\_\_\_\_  
DIRECTOR, GVLRA

  
\_\_\_\_\_  
EXECUTIVE DIRECTOR, GVLRA

FOR THE UNION

  
\_\_\_\_\_  
PRESIDENT, CUPE LOCAL 374

  
\_\_\_\_\_  
UNIT VICE-PRESIDENT, CUPE LOCAL 374

## LETTER OF UNDERSTANDING NO. 3

BETWEEN:

THE TOWN OF SIDNEY  
(hereinafter referred to as the "Employer")

AND:

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

### **Modified Work Week (Flex Time)**

The Parties have agreed to formalize a modified work week (flex time) agreement based on the Letter of Agreement No. 2017-01; Modified Work Week (Flex Time) Trial Period signed February 23, 2017 and established Town of Sidney policy Modified Work Week (Flex Time) Program.

### **Framework**

Participation in the modified work week (flex time) program will be on a voluntary basis and may apply to all inside full-time (including term) employees.

Flex schedules are subject to the approval of the Department Director. There shall be no reduced service to the public, decrease in operational efficiency, or increase in cost to the Town as a result of a flex schedule.

Each Department Director shall be responsible for establishing an acceptable flex day schedule so as to ensure appropriate staff coverage, in particular on Fridays and Mondays.

An employee's regular flex schedule may be varied by their Director in order to accommodate vacation, extended sick and other leaves, as well seasonal work deadlines.

The Department Director has the right to cancel and/or postpone an employee's scheduled flex day, upon a minimum of 48 hours' notice, in order to ensure work coverage in that department for a particular day.

## **Operation**

The following terms of operation shall apply to the flex time program:


1. Flex time is earned by working an extra 0.5 hours per day, providing that 7 hours has been worked on the same day. Prorated flex time may also be earned where the employee works 3.5 hours or more, provided that the absence during the balance of the day is due to illness.
2. The extra 0.5 hours of work can be accumulated by either reducing the 1 hour of unpaid lunch by 0.5 hours or working an extra 0.5 hours at the beginning or end of the work day, all subject to Director approval based on operational needs.
3. Flex time shall be accumulated as earned until the employee has a sufficient number of hours to apply against a day off with pay. The regular program will be based on one 7-hour day off every three weeks, based on an extra 0.5 hours having been worked on the other 14 days within (or prior to) that 3-week period. The employee must have at least 7 hours banked prior to taking a flex day off.
4. During an illness absence, if an employee works at least 3.5 hours that day, prorated flex time can still be earned.
5. It is expected that employees will make best efforts to schedule personal appointments on flex days off, thereby reducing the need to take time off on work days for these purposes.
6. Flex time does not accrue on statutory holidays, vacations, leaves of absence or on any day that the employee works less than 3.5 hours. To make up for the 0.5 hours "lost" as a result of any of the preceding, the employee may work an additional 0.5 extra hours to ensure they are eligible for their next regularly-scheduled flex day.
7. A balance of no more than 14 hours of banked flex time may be accumulated by the employee. Once an employee has accumulated the maximum number of banked flex hours, they shall not work the extra 0.5 hours until they fall below the maximum.
8. Flex time cannot be accumulated beyond that specified in this policy, nor used as or otherwise take on the characteristics of overtime; it is a standalone program.

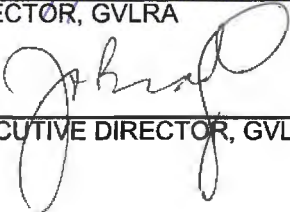
The Employer reserves the right to eliminate the flex time program upon 60 days' notice, should the program be deemed to have a negative impact on operational efficiency or costs to the Town.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 30<sup>th</sup> day of June, 2023 in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

  
BOARD CHAIR, GVLRA

  
DIRECTOR, GVLRA

  
EXECUTIVE DIRECTOR, GVLRA

FOR THE UNION

  
PRESIDENT, CUPE LOCAL 374

  
UNIT VICE-PRESIDENT, CUPE LOCAL 374

## LETTER OF UNDERSTANDING NO. 4

BETWEEN:

THE TOWN OF SIDNEY  
(hereinafter referred to as the "Employer")

AND:

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

### **Employee and Family Assistance Plan**

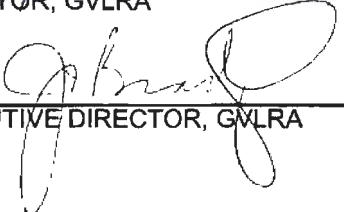
1. An Employee and Family Assistance Plan shall be developed by the Parties and implemented into the workplace by January 1, 2008. Such date may be extended by mutual agreement of the Employer and Union.
2. The Employee and Family Assistance Plan shall apply to all regular employees, exempt employees and their dependants.
3. 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.
4. For the purposes of the Employee and Family Assistance Plan, the definition of dependant shall be as defined by the Extended Health Plan.
5. The cost of the Employee and Family Assistance Plan shall be shared equally (50/50) by the Employer and the employees.
6. The Labour Management Committee shall monitor the effectiveness of the Employee and Family Assistance Plan, respecting the strict adherence to confidentiality requirements, and make recommendations to the Employer and Union if warranted.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed on this 30<sup>th</sup> day of June, 2023 in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

  
BOARD CHAIR, GVLRA

  
DIRECTOR, GVLRA

  
EXECUTIVE DIRECTOR, GVLRA

FOR THE UNION

  
PRESIDENT, CUPE LOCAL 374

  
UNIT VICE PRESIDENT, CUPE LOCAL 374

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