

AGREEMENT

**Corporation of the Township
of Esquimalt**

and

**Canadian Union of Public Employees
Local 333**

January 1, 1996 - December 31, 2000

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COLLECTIVE AGREEMENT

BETWEEN:

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

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 333
(hereinafter referred to as the "Union")

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

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

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

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

NOW THEREFORE the parties agree with each other as follows:

ARTICLE 1, DEFINITIONS

1.01 Party: means either of the parties signatory to this Agreement.

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

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

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

1.05 Regular Part-Time and Seasonal Employee: 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.

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

1.06 Auxiliary Employee:

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

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

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

(c) work of an emergency nature.

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

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

1.08 Regular Part-Time and Regular Seasonal Employee Benefits

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

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

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

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

1.09 Auxiliary Employee Terms and Conditions of Employment

(i) 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.

(ii) Other articles of this agreement notwithstanding, an auxiliary employee shall not be entitled to the terms and conditions of this agreement, save and except as follows:

- (a) the definition of an "auxiliary employee" as set out in Article 1.06.
- (b) the provisions of Article 4 - No other Agreements/Representations
- (c) the provision of Article 5 - No Strikes or Lockouts
- (d) the Union Security and Check-off provisions set out at Article 6.01 - Union Membership, Article 6.02 - Union Dues and Article 6.03 - Dues Receipts.
- (e) the provision of Article 7- No Discrimination and Article 38 -Sexual Harassment.
- (f) the receipt of a copy of the collective agreement as set out at Article 8.01(2).
- (g) the provisions of the grievance and arbitration procedures of Article 12 and Article 13.
- (h) An auxiliary employee shall have their auxiliary service accumulated for purposes of regular seniority pursuant to Article 14.03.

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

For example: Auxiliary employees working a standard 40 hour work week would serve a probationary period of 1040 hours and those employees working a standard 35 hour work week would serve a probationary period of 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 reemployed in an auxiliary capacity, the employee must start a new accumulation of hours for the purposes of auxiliary seniority rights.

(i) the Posting and Filling of Vacancies provisions of Applications by Auxiliary Employees at 15.03, Factors Considered in Filling Posted Vacancies at Articles 15.02 (1), 15.02 (2) and 15.02 (3).

(j) the Rest Periods provision at Article 17.06 and the Irregular Schedules provision at Article 17.04. On any day that an auxiliary employee commences work, the employee shall receive a minimum reporting pay as set out in Article 17.07.

(k) the Overtime Rates provisions of Article 18.01 and the Call-Out provisions at Article 18.02.

(l) An auxiliary employee employed in classifications listed in Schedule "A", Schedule "B" or Schedule "C" shall be paid not less per hour than the equivalent of the established rate for the position. Article 20.01 - Schedule "A", "B", "C" and "D" shall apply to auxiliary employees.

(m) An auxiliary employee shall be eligible for a salary increment upon completion of the hourly equivalent of twelve (12) months work of a regular employee (1820 hours for a 35 hour/week employee or 2080 hours for a 40 hour/week employee) and Article 20.02 - Salary Increments shall apply.

(n) In lieu of health and welfare entitlements, vacation entitlements, statutory holiday pay, sick leave and such benefits, an auxiliary employee will receive eleven (11) percent of their gross wage earnings (basic wages plus overtime).

(o) the Pay While Relieving in a Higher Rated Position provision of 20.05 shall apply to auxiliary employees however the allowable compensation set out at Article 20.05 (1) (b) shall be solely Step 1 of the new position.

(p) the provisions of Article 20.09 - First Aid Allowance and Article 20.08 - Premium Pay and 20.06 - Certified Tradesperson's Allowance.

(q) An auxiliary employee relieving a regular employee in an assignment in excess of three continuous months shall receive the entitlements of Article 19.01, Shift Differential and Article 28, Jury or Court Witness Duty.

r) the Article 26, Maternity, Parental and Adoption Leave provisions (except Clause 26.05 (1) Benefits and 26.06, Seniority) shall apply to auxiliary employees.

(s) the provisions of Article 27 - Leave of Absence for Union Officials.

(t) the provisions of Article 32, Occupational Health and Safety shall apply to auxiliary employees.

(u) the provisions of Article 36 - Discipline and Employee Records shall apply to auxiliary employees.

1.10 Inside Staff: refers to those employees who are generally engaged in office, technical and administrative jobs.

1.11 Outside Staff: refers to those employees who are generally engaged in non-office supervisory positions, skilled, semi-skilled or unskilled labouring occupations.

1.12 Continuous Operations: refers to those facilities, services or functions which operate on a continuous basis, or at times outside the normal work-day or work-week.

1.13 Call Out: refers to an unscheduled return to work by regular and auxiliary employees after completion of their regular work day or work shift.

1.14 Plural or Feminine Terms

Throughout this Agreement, whenever the masculine gender or singular number is used, it shall be construed as meaning the feminine gender or the plural number, or vice versa, as the context requires.

ARTICLE 2, UNION RECOGNITION

2.01 The Employer recognizes the Canadian Union of Public Employees, Local 333, as the exclusive bargaining agent for those bargaining unit employees covered by this Agreement.

ARTICLE 3, MANAGEMENT RIGHTS

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

ARTICLE 4, NO OTHER AGREEMENTS

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

ARTICLE 5, NO STRIKES OR LOCKOUTS

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

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

ARTICLE 6, UNION SECURITY AND CHECK-OFF

6.01 Union Membership

(1) All future employees shall become members of the Union within thirty (30) days of their date of employment and shall remain members of the Union in good standing, as a condition of continued employment.

(2) In the event that an employee fails to comply with the provisions of Subsection (1), the Employer shall terminate his employment.

6.02 Union Dues

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

6.03 Dues Receipts

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

ARTICLE 7, NO DISCRIMINATION

7.01 (1) The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotions, transfers, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, physical handicap, national origin, political or religious affiliation, sex, sexual orientation, family status or marital status; nor by reason of their membership in the Union. This Article shall not apply to normal retirement in accordance with the Pension (Municipal) Act.

(2) The application of the foregoing shall be subject to Section 3(1) of the Human Rights Act of B.C. that requires the test of bona fide and reasonable justification to those matters as expressed in the Human Rights Act.

ARTICLE 8, NEW EMPLOYEES

8.01 Copies of Agreement

(1) The Employer agrees to acquaint new employees with the fact that a collective Agreement between the Parties is in effect, and with the conditions of employment set out in Article 6 dealing with Union security, the deduction of union dues and service assessments.

(2) The Employer shall provide, upon request, copies of this Agreement to current employees, and to newly hired employees at their time of employment.

(3) The Union and the Employer shall each pay one-half (½) of the costs associated with the printing of the collective agreement.

8.02 Notification to the Union

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

ARTICLE 9, UNION-MANAGEMENT COMMITTEE

9.01 A Union-Management Committee shall be established consisting of not more than four (4) representatives of the Employer and four (4) representatives of the Union. Any matter of mutual concern pertaining to performance of work, operational problems, conditions of employment and harmonious relations, excluding any matter subject to the grievance procedure, may be referred to this Committee by either party for discussion and recommendation. Either party may request that a meeting be convened, after which the Administrator shall notify the parties of the time and place of such a meeting, but in no event shall there be any fewer meetings than one (1) each quarter (four per year). All members of the Committee shall receive an agenda not less than three (3) days prior to committee meetings.

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

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

ARTICLE 10, MUNICIPAL COUNCIL MINUTES

10.01 A copy of the adopted minutes of regular Municipal Council meetings and committees, as appropriate, shall be provided to the Union upon its request.

ARTICLE 11, CORRESPONDENCE

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

ARTICLE 12, GRIEVANCE PROCEDURE

12.01 Definition

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

12.02 Procedure

(1) Step 1: Within twenty (20) working days from the date of the incident prompting the grievance, the employee shall discuss the matter with their immediate management supervisor, as designated by the Employer. If the employee so desires, a shop steward may be present during the discussion at this Step.

(2) Step 2: If no settlement is reached at Step 1, the aggrieved employee shall submit the grievance in writing to their department head, within ten (10) working days of the discussion provided at Step 1. The recipient shall meet with the employee and shop steward, or other representative of the Union, within seven (7) working days of the receipt of the grievance, in an attempt to reach a satisfactory settlement.

(3) Step 3: If no settlement is reached at Step 2, a meeting shall be arranged between the senior representatives of the Union and the Administrator, within seven (7) working days of the last meeting at Step 2. Either party may be represented by a person employed by the organization to which it is affiliated at meetings held at this step.

(4) Step 4: If settlement is not reached through the foregoing procedures, the grievance may be referred to an arbitration board. The party referring the grievance to arbitration shall give notice to the

other party in writing, together with the name of its representative on the arbitration board, within ten (10) working days of the last meeting held at Step 3.

12.03 Extension of Time Limits

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

12.04 Policy Grievances

Where a dispute involving a question of general application or general interpretation of this Agreement occurs, or the Employer has a grievance, such grievance may be processed commencing at Step 3, provided the grievance is submitted within twenty (20) working days from the date of the incident prompting the grievance.

12.05 Deviation from the Grievance Procedure

In the event, after having initiated a grievance in writing, an employee files a complaint through any other external jurisdiction other than the grievance procedure, then the union agrees that pursuant to this Article and fourteen (14) days after the employee has filed their complaint in the other jurisdiction, the grievance shall be considered to have been abandoned.

ARTICLE 13, ARBITRATION PROCEDURE

13.01 Appointment of an Arbitration Board

(1) Within five (5) working days of receiving the notice referred to in Subsection 12.02 (4), the second party to the arbitration shall appoint its representative and inform the first party in writing. The two representatives so appointed shall agree to a Chairman within ten (10) working days. Should they be unable to agree, the Minister of Labour shall be requested to appoint a Chairman.

(2) By mutual agreement of the parties a single arbitrator may be utilized in the place of the three person arbitration panel.

13.02 Powers of Arbitration Board

(1) The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it.

(2) The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board shall be made within ten (10) days after the hearing and shall be final, binding and enforceable on all parties. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any written decision which it deems just and equitable.

(3) Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman, within five (5) days of receipt of the decision, to reconvene the Board to clarify the decision.

13.03 Cost of Arbitration

Each of the parties shall bear the expense of the Arbitrator appointed by it and the parties shall jointly bear the expenses of the Chairman.

13.04 Expedited Arbitration

(1) The parties may, by mutual agreement, refer to Expedited Arbitration any outstanding grievance filed at arbitration.

(2) The parties shall mutually agree upon a single arbitrator who shall be appointed to hear the grievance and render a decision within two (2) working days of the hearing. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.

(3) An expedited arbitration decision respecting any matter shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter (with the exception of discipline which may remain on an employee's file).

(4) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(5) Notwithstanding (1) above, either party may remove from the expedited arbitration process any matter at any time prior to hearing and forward the matter through the arbitration process established pursuant to Article 13.01. In such an event, time limits shall not act as a bar to the grievance proceeding to arbitration.

(6) All presentations shall be short and concise, and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentation.

(7) The parties shall equally share the costs of the fees and expenses of the Arbitrator.

(8) Neither party shall appeal a decision of an expedited arbitration.

(9) Neither party shall retain lawyers from external law firms to represent them in an expedited arbitration hearing.

ARTICLE 14, SENIORITY

14.01 Definition

For purposes of this Agreement, seniority shall be defined as the length of an employee's continuous employment from the date of last hire in a regular position, provided that regular part-time and regular seasonal employees shall accumulate seniority on the basis of their hours actually worked. Regular employees shall not attain seniority until they have completed their probationary period, after which their seniority shall include the probationary period.

14.02 Probationary Period

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.

14.03 Auxiliary Employee Seniority

Auxiliary employees who are appointed to regular employment shall have their total cumulative hours of service worked after September 9, 1986, credited for purposes of seniority. It is understood that this clause applies to seniority only and is in no way applicable to service for purposes of retroactive benefit entitlement, except vacation.

14.04 Seniority Lists

(1) The Employer shall maintain current seniority lists for regular employees showing each employee's seniority standing. Where two (2) or more employees commenced work at the same date, their relative seniority standing shall be determined on the basis of their application dates. The Employer shall provide copies to the Union upon request.

(2) Past service in casual or temporary hours of work shall be accrued and recorded for the purposes of this collective agreement. Such hours of work and hours of work as an auxiliary employee shall be maintained by the Employer for the purposes of Article 15, Posting and Filling of Vacancies.

14.05 Loss of Seniority

A regular employee shall lose seniority in the event:

- (1) they are terminated for cause and is not reinstated;
- (2) they resign;
- (3) they have been laid off from regular employment for longer than twelve (12) consecutive months, or fail to accept recall under Article 16.08 (2), or fail to report on the date and time required when recalled.

14.06 Transfer Out of Bargaining Unit

Employees shall not be transferred or promoted out of the bargaining unit without their consent. Such employees shall retain the seniority they have acquired up to the date of leaving the unit but shall not continue to accumulate seniority for periods of service outside the unit. When an employee is transferred or promoted out of the bargaining unit, they shall retain the right to return and upon returning, they shall bump into a position consistent with their previously accumulated seniority, qualifications, experience, skill and ability on the basis of Article 16.03, provided such position is not higher than their former bargaining unit position. Junior employees displaced as a result shall likewise be eligible to bump.

ARTICLE 15, POSTING AND FILLING OF VACANCIES

15.01 Posted Vacancies

(1) Where a regular vacancy occurs or a new regular position is established, the Employer shall post a vacancy notice for a minimum period of five (5) working days containing information relevant to the position; (e.g., nature of position, pay rate or range, qualifications and experience required, etc.).

(2) Temporary and auxiliary vacancies shall not be posted under this Article, except that temporary and auxiliary vacancies which the Employer anticipates will exceed three (3) months shall be posted.

15.02 Factors Considered in Filling Posted Vacancies

(1) The following factors shall receive consideration when filling posted vacancies: qualifications, experience, skill and ability. When these factors are equal among applicants for the position, the employee from among this group having the greatest seniority shall receive preference.

(2) All determinations of qualifications, experience, skill and ability shall be made by the Employer. Whether such determinations were made in a fair and equitable fashion shall be subject to the grievance/arbitration procedures under this Agreement.

(3) In any arbitration pursuant to Subsection (2) above, if the Union is first able to demonstrate that the senior employee (grievor) presently has the qualifications, experience, skill and ability to do the job in question, the Employer must then establish that such qualifications, experience, skill and ability are not equal to those possessed by the successful applicant.

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

15.03 Applications by Auxiliary Employees

(1) Auxiliary employees shall be eligible to apply for any vacancy posted under this Article and filled on the basis of Article 15.02. Provided always that the qualifications, experience, skill and ability of the auxiliary employee to perform the work in question is equal to that of an external applicant, the auxiliary employee shall receive preference.

(2) Auxiliary employees who have completed their probationary period shall have seniority for purposes of applying for any posted position. An auxiliary employees's hours worked shall be recognized as seniority for purposes of this Article.

15.04 Appraisal Period

(1) When a currently employed regular employee is selected to fill a vacancy posted under Article 15.01, they shall serve an appraisal period not exceeding six (6) calendar months in the new position. During this period, the employee shall be returned to their former classification and pay rate without a loss in seniority, should they prove unsatisfactory or unable to perform the duties of the new position.

(2) An employee who is to be returned to their former position and pay rate shall be given a minimum of five (5) working days notice before this action takes place.

(3) An employee shall receive a letter of confirmation from the Employer upon successful completion of the appraisal period.

ARTICLE 16, LAYOFFS, RECALL AND BUMPING

16.01 Definition

Consistent with the following articles, a layoff shall be defined as the loss by a regular employee of the opportunity to work in the position they occupy as a result of either (1) the elimination of such position, or (2) the permanent reduction of the working hours in that position in excess of one (1) hour per day.

16.02 Layoff Order

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

16.03 Bumping Rights

(1) Within three (3) working days after being notified under Article 16.02 that they occupy a classification designated for layoff, those regular employees who are not to be retained in that classification and department shall be given opportunity to exercise their seniority, vis-a-vis more junior employees, by indicating their acceptance to bump into the position(s) designated by the Employer for such purposes on the basis of Subsections (a) and (b) below, provided always that the bumping employee has the required qualifications, experience, skill and ability to perform the work in question.

(a) firstly the most junior employee occupying a classification in a lateral pay grade; or failing that

(b) the most junior employee occupying a classification in the next or each subsequent lower pay grade.

(2) All determinations of qualifications, experience, skill and ability shall be made by the Employer in a fair and equitable fashion. Failure to accept the bump into the designated position(s), when given the opportunity to do so shall result in the affected employee being laid off and placed on the recall list.

(3) Upward bumping is not permitted under this Article. Regular part-time employees may only bump other regular part-time employees.

(4) When an employee bumps a more junior employee in accordance with this Article, he shall be placed at the same increment step of the new wage grade as he occupied before the bump.

16.04 Notice of Layoff

(1) The Employer shall provide written notice to regular employees who do not bump a more junior employee in accordance with Article 16.03 and who, as a result are to be laid off and placed on the recall list, two (2) calendar weeks prior to the effective date of their layoff. Employees who have completed three (3) years continuous service shall receive additional notice of one (1) calendar week, and for each subsequent completed year of continuous service, an additional one (1) calendar week, to a maximum total of eight (8) calendar weeks notice. If the employee is not given opportunity to work the applicable notice period, he shall be paid for that portion of the notice period during which work was not made available.

(2) The Union shall be notified of all layoffs under this Article.

(3) Notice under this Article shall not apply to temporary layoffs as defined in Part 5, Section 41 of the Employment Standards Act of British Columbia in effect January 1, 1983. A layoff not exceeding 13 weeks being defined therein as temporary.

16.05 Bumping/Layoff Appraisal Period

(1) A regular employee who bumps a more junior employee in accordance with Article 16.03, or who is recalled to employment in accordance with Subsection 16.08 (2), except when re-employed in the same position as occupied before the layoff, shall serve an appraisal period not exceeding six (6) months in the new position. During this period should the employee prove unable to satisfactorily perform the duties of the new position, he shall be laid off and placed on the recall list.

(2) In no event shall any employee be permitted to bump a second time as a result of the same layoff.

16.06 Severance Pay

Within the three (3) working days of being notified of layoff under Article 16.04, and as an alternative to either bumping a more junior employee in accordance with Article 16.03, or working the notice period, being laid off and placed on the recall list, the affected regular employee may elect to resign and take severance pay in lieu of the balance of the notice period received and outstanding at the time of making such election; and by so electing, not work the balance of such notice period. Employees who elect to take severance pay under this Article shall not have recall or other rights under this Agreement. Employees receiving severance pay under this Article shall not be eligible for severance pay under Article 31.06.

16.07 Recall List

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

16.08 Recall Rights

(1) Laid off regular employees on the recall list may make application, on the same basis as active employees, for regular vacancies posted under Article 15.01. Laid off regular employees on the recall list who do not apply for posted vacancies shall not receive any consideration when such vacancies are filled on the basis of Article 15.02.

(2) If the regular vacancy is not filled under Subsection (1), or in accordance with Article 16.09 below, the Employer shall then attempt to recall a former regular employee on the recall list having the required qualifications, experience, skill and ability to perform the work in question, before offering employment to a new employee. All determinations of qualifications, experience, skill and ability shall be made by the Employer in a fair and equitable fashion.

(3) In no event shall the Employer be required to re-employ any former employee who has been laid-off and on the recall list for longer than twelve (12) consecutive months.

16.09 Recall Procedures

(1) It shall be the responsibility of laid-off regular employees on the recall list to maintain their current telephone number and postal address with the Personnel Department (or its equivalent). When filling regular vacancies on the basis of Article 16.08 (2), and before offering employment to a new employee, the Employer shall attempt to contact a laid off regular employee on the recall list having the required qualifications, experience, skill and ability to perform the work in question, at the telephone number so provided, to instruct the employee of the date and time to report for work. Failing personal contact, the Employer shall send a double registered letter to the employee's current postal address. Should the Employer be unable to contact the employee within ten (10) working days from the postal registration date, or should the employee either not accept the recall, or fail to report on the date and time required, the employee shall lose all rights to recall, provided however that employees shall have the right to refuse two (2) recalls to employment during their twelve (12) month recall period before losing their recall rights.

(2) The date and time to report may be extended by a maximum of ten (10) working days upon the approval of the Employer, should the employee have extenuating personal circumstances which make it impossible to report as required, provided always that the operational requirements of the Employer permit.

(3) Employees on the recall list shall notify the Employer when they are to be temporarily away to provide a temporary phone number and address where the Employer will be able to contact them during such absence.

16.10 Status While on Recall List

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

16.11 Temporary Layoffs or Work Stoppages

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

16.12 Special Placement

(1) When operational requirements permit, an employee who is disabled or infirm and, as a result, is permanently unable to perform his normal job duties may, through mutual agreement of the parties on an individual case by case basis, be permitted to bump into a position such disabled or infirmed employee has the present qualifications, experience, skill and ability to perform, provided such position is occupied by a junior employee and provided further that no upward bumping shall be permitted under this Article.

(2) Employees receiving special placement under this Article shall be paid the rate for the job into which they bump. Nothing in this Article in any way prejudices the Employer's right to terminate employees for culpable or non-culpable reasons.

16.13 Placement of Surplus/Redundant Regular Employees

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

ARTICLE 17, HOURS OF WORK

17.01 Work-Day

(1) The normal work day for Inside Staff positions listed on Schedule "A" shall consist of seven (7) hours per day between 8:30 a.m. and 4:30 p.m., with a one (1) hour unpaid lunch period.

(2) The normal work day for Inside Staff positions listed on Schedule "B" shall consist of eight (8) hours per day between 8:00 a.m. and 4:30 p.m., with a one-half (½) hour unpaid lunch period, with the exception of the following positions whose regular working hours shall be as indicated:

(a) Buyer-Storekeeper: 7:45 a.m. to 11:45 a.m. and 12:30 p.m. to 4:30 p.m.

(b) Senior Building Maintenance Worker: 8:00 a.m. to 4:00 p.m. inclusive of a one-half (½) hour paid lunch period.

(c) Building Maintenance Worker: eight (8) consecutive hours per day inclusive of a one-half (½) hour paid lunch period.

(3) The normal work day for Outside staff shall positions listed on Schedule "C" shall consist of eight (8) hours per day between 8:00 a.m. and 4:30 p.m., with a one-half (½) hour unpaid lunch period, with the exception of the following positions whose regular working hours shall be as indicated:

(a) Foreman Mechanic and Mechanic: eight and one-half (8½) consecutive hours between the hours of 7:00 a.m. and 5:00 p.m., inclusive of a one-half (½) hour unpaid lunch period.

(b) Street Sweeper Operations: eight and one-half (8½) consecutive hours between the hours of 6:00 a.m. and 5:00 p.m., inclusive of a one-half (½) hour unpaid lunch period.

(c) Chargehand/Driver - Sanitation: the shift start time shall be fifteen (15) minutes prior to the shift of the crew reporting to this position.

(4) The Buyer-Storekeeper and employees who work outside and are engaged in the Public Works or Parks and Recreation Departments may establish "summer hours" work schedules by mutual agreement of the affected employees and their Department Heads under the following conditions:

(a) The summer hours work schedule will be in effect from approximately the last Monday of April to the last Friday in September,

(b) The work day for full-time employees shall consist of eight (8) consecutive hours of work, excluding unpaid meal periods,

(c) The daily block of eight (8) hours of work may commence as early as 7:00 a.m. however shall end by not later than 4:30 p.m.

(d) There shall be no increased costs to the Employer as a result of implementing a summer hours work schedule.

(5) The normal work day for positions covered under Schedule "D" shall not exceed eight (8) hours.

17.02 Work Week

(1) The normal work week for positions listed on Schedules "A", "B" and "C" shall consist of five (5) working days, Monday to Friday inclusive.

(2) The Building Maintenance Worker will be employed on a shift basis.

(3) The normal work week for employees covered under Schedule "D" shall not exceed forty (40) hours.

17.03 Continuous Operations

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

17.04 Irregular Schedules

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

17.05 Staggered Hours

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

17.06 Rest Periods

Every 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.

17.07 Reporting Pay

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

ARTICLE 18, OVERTIME

18.01 Overtime Rates

(1) With the exception of work performed by employees as part of scheduled shifts, all time worked outside the normal full-time work-day shall be paid at the rate of time and one-half (1½) for the first three (3) hours, and double time (2x) thereafter.

(2) Employees, other than those engaged in continuous operations, shall not be required to work on Saturdays or Sundays, except in cases of emergency and, when required to work, overtime shall be paid at the rate of double time; except between 8:00 a.m. and noon on Saturdays, which shall be paid at the rate of time and one-half (1½) unless the time worked exceeds three (3) hours.

(3) Overtime calculations are to be based upon the normal wage or salary for the position.

18.02 Call Out

Regular and auxiliary employees required to work on a call out shall be paid for four (4) hours at regular rates of pay or for the actual time worked at overtime rates, whichever is the greater. It is agreed that routine maintenance of flares, warning lights and signs shall not be regarded as a call out.

18.03 Time Off in Lieu of Overtime

The Employer shall give reasonable consideration to requests from regular employees that compensation be in the form of time off at the overtime rate at which such overtime was earned rather than pay at overtime rates, subject to the maintenance of efficient services and operations and the Employer and the employee arriving at mutually satisfactory arrangements for taking such time off.

ARTICLE 19, SHIFT DIFFERENTIAL

19.01 When the major portion of a regular employees shift or that of an auxiliary employee working full-time shifts in excess of three continuous months falls between the hours of 4:00 p.m. and 12:00 midnight, sixty cents (60¢) per hour will be paid for all hours worked. When the major portion of such employee's shift falls between the hours of 12:00 midnight and 8:00 a.m., seventy cents (70¢) per hour will be paid for all hours worked. Shift differential is earned only when actually at work and is not applied when overtime premiums are being paid.

ARTICLE 20, SALARIES/WAGES AND ALLOWANCES

20.01 Schedules "A", "B", "C", "D" and "E"

(1) The salaries and wages to be paid shall be those set forth in Schedules "A", "B", "C", "D" and "E" which are attached to and form part of this Agreement.

(2) If, during the term of this Agreement, the Employer increases the rate of pay of any employee, the Employer shall notify the Union of such increase in writing.

(3) For the purposes of negotiating improvements to the wage schedules set out in this collective agreement, only for the calendar years 1999 and 2000, the parties shall meet as soon as practical after January 1, 1999. In the event agreement cannot be achieved either party may proceed pursuant to the provisions of the Labour Relations Code of B.C. to mediation, strike or lock-out.

20.02 Salary Increments

(1) Regular full-time employees shall be eligible for salary increments after serving a minimum of six (6) months at the previous step. Regular part-time employees shall be eligible for salary increments after completion of the six (6) months hourly equivalent of a comparable full-time position. If, however, in the opinion of the Employer, the ability or efficiency of any employee does not justify payment of an increment, such increment shall not be paid until such time as the Employer considers it to be justified.

(2) Notwithstanding the foregoing, if approved by the Administrator, the Employer may commence a new hire at above the first increment in a pay grade or accelerate the progression of an existing employee through the increment structure if warranted because of market or exceptional circumstances.

20.03 Bi-weekly Pay

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

20.04 Service Pay

Regular employees shall, for each completed five (5) year period of continuous employment, be paid the sum of \$5.00 per month during their continued employment. .

20.05 Pay While Relieving in a Higher Rated Position

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

(a) Outside staff, as defined in Article 1.11, shall receive the rate for the higher position for the time spent in such higher position, subject to subsection (2) below;

(b) Inside staff, as defined in Article 1.10, shall receive the minimum salary for the higher position, or an amount equal to one (1) increment above the employee's regular salary, whichever is the greater, for the total of the time spent in the higher position, subject to Subsection (2) below.

(2) In the event that an employee does not perform the full duties of the higher position, a pay adjustment in an amount determined by the Employer, shall be made to compensate for the additional responsibilities assumed, which adjustment shall not be less than one (1) increment above the employee's regular salary.

20.06 Certified Tradesperson's Allowance

All employees who are assigned to trades positions who hold valid and subsisting Journeyman Certificates of Trades Qualifications, or Welders Certificate I, II, or III, as issued or recognized by the Province of B.C., (excluding mechanics or those trades with ticket and non-ticket rates as established in Schedule "C") shall receive, in addition to their regular hourly rate of pay, an allowance of one dollar and fifty cents (\$1.50) per hour.

20.07 Labourer II

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

20.08 Premium Pay

(1) A premium of sixty cents (60¢) per hour shall be paid in blocks of a minimum of four (4) hours (example: before the lunch break or after the lunch break) each time employees are designated by the Employer to:

(a) clean or repair sanitary sewers, tanks, septic tanks, syphon or underground containers where contact with raw sewage may occur, or

(b) operate pesticide equipment or handle pesticides, or

(c) handle hot-mix asphalt.

(2) Employees operating spray paint equipment prior to February 21, 1989 shall be "grandfathered" and continue to receive the former premium of fifteen cents (15¢) per hour for such work while so employed.

20.09 First Aid Allowance

Effective August 1, 1996, an employee who is required to hold a valid Level 2 Occupational First Aid Certificate shall be paid fifty dollars (\$50.00) bi-weekly.

20.10 Salary Protection and Downward Reclassification of a Position

(1) (a) Effective July 30, 1996, an employee shall not have his/her salary reduced by reason of:

(i) a change in the classification of his/her position or;

(ii) placement into another position with a lower maximum salary,

that is caused other than by the employee. (For example: applying on a posted position, bumping or a return to work into a different position following long term disability, WCB or sick leave.)

(b) That employee shall continue to receive 50% of the negotiated salary increases applicable to the employee's new classification until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

Notwithstanding this provision, the 50% of the negotiated salary increases may be waived by mutual agreement of the parties and a lump sum bonus may be substituted in lieu.

(c) When the salary of the employee's new classification equals or exceeds the salary which the employee is receiving, the employee's salary will be implemented at the maximum step of his/her new classification.

(d) That employee shall receive the full negotiated salary increase for his/her new classification thereafter.

(e) This provision shall remain in effect until December 31, 2000.

(2) (a) Effective December 31, 2000, an employee shall not have his/her salary reduced by reason of:

(i) a change in the classification of his/her position or;

(ii) placement into another position with a lower maximum salary,

that is caused other than by the employee. (For example: applying on a posted position, bumping or a return to work into a different position following long term disability, WCB or sick leave.)

(b) That employee shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

(c) When the salary of the employee's new classification equals or exceeds the salary which the employee is receiving, the employee's salary will be implemented at the maximum step of his/her new classification.

(d) That employee shall receive the full negotiated salary increase for his/her new classification thereafter.

ARTICLE 21, ANNUAL VACATIONS

21.01 Entitlement

(1) Regular employees shall earn annual vacation on the basis of years of service, which vacation shall be computed on the basis of each calendar year, with all calculations rounded to the nearest one-half day.

(2) Regular employees shall be entitled to the following schedule of annual vacation:

(a) During the first (1st) year of service and up to the end of the fourth (4) year of service: fifteen (15) working days per calendar year;

(b) After the fourth (4) year of service and up to the end of the eighth (8) year of service: eighteen (18) working days per calendar year;

(c) After the eighth (8) year of service and up to the end of the sixteen (16) year of service: twenty-three (23) working days per calendar year;

(d) After the sixteenth (16) year of service and up to the end of the twenty-fourth (24) year of service: twenty-eight (28) working days per calendar year;

(e) During the twenty-fifth (25th) year of service and each year of service thereafter: thirty (30) working days per calendar year.

21.02 Calendar Year

For the purpose of this Article, "Calendar Year" shall mean the twelve (12) month period from January 1st to December 31st in each year, inclusive; and "Year of Service" shall mean the twelve (12) consecutive month period commencing on the date of hiring in the first year, or the anniversary of the date of hiring in any subsequent year.

21.03 Prorated Adjustment

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

21.04 Termination of Employment

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

ARTICLE 22, STATUTORY HOLIDAYS

22.01 Entitlement

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

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

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

22.02 Statutory Holidays Falling During Annual Vacation

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

22.03 Work on a Statutory Holiday

Double time (2x) shall be paid for all statutory holidays worked by regular or probationary employees.

ARTICLE 23, SICK LEAVE

23.01 Definition

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

23.02 Entitlement

With the exception of those employees covered by the Letter of Understanding No.1 which establishes "grandfather" provisions regarding sick leave entitlement, regular employees shall be eligible for sick leave in accordance with schedule set out below, subject always to the maximum accrual established in Article 23.04.

(1) During the first twelve (12) months of service: one (1) day for each completed month of service commencing upon satisfactory completion of three (3) months of continuous service.

(2) Upon completion of the one (1) year of service and up to and including the fifth (5th) year of service: twelve (12) days per year.

(3) Upon completion of the fifth (5th) year of service and up to and including the fifteenth (15th) year of service: eighteen (18) days per year.

(4) Upon completion of the fifteenth (15th) year of service and each completed year of service thereafter: twenty-four (24) days per year.

(5) The yearly sick-leave entitlements set out in Subsections (2) through (4) above shall be advanced to employees on January 1st of each year of service. However, should the employment of such employee terminate for any reason before the yearly sick leave entitlement advanced on this basis has been earned in that year, an adjustment shall be made to the employee's final cheque to repay such advance.

23.03 Proof of Illness

The Employer reserves the right to require satisfactory proof of illness before any sick leave is granted.

23.04 Sick Leave Accrual

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

23.05 Sick Leave Payout

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

23.06 Injury While in Service of Another Employer

Notwithstanding any other Article of this Agreement, any employee injured while in the service of another employer or while self-employed for profit, shall not receive any of the sick leave benefits provided in this Article.

23.07 Subrogation

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

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

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

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

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

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

ARTICLE 25, NEW AND REVISED CLASSIFICATIONS

THIS ARTICLE SHALL BE FROZEN AND INOPERATIVE FOR THE TERM OF THE COLLECTIVE AGREEMENT AS AGREED IN THE MEMORANDUM OF SETTLEMENT SIGNED JULY 23, 1996 AND RATIFIED BY THE PARTIES ON JULY 30, 1996. (Reference: Letter of Understanding #4 - Part II, Job Evaluation / Pay Equity)

25.01 Job Descriptions/Class Specifications

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

25.02 Pay Reviews

(1) Where the work of a regular position changes sufficiently to warrant a reclassification, the employee involved may request the Department Head in writing to review the pay rate for such position.

(2) 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) involved may request a review of this pay rate following the completion of this six (6) month period.

(3) The Employer shall complete the requested pay review within ninety (90) days of the employee's request under Subsections (1) or (2) above, and present its findings. If the parties are unable to reach agreement as a result of such pay review, the matter may be resolved by arbitration under this Agreement.

(4) Pay reviews and arbitrations conducted pursuant to this Article shall be based primarily upon internal comparison to other positions contained in this Collective Agreement.

(5) When a final rate of pay under this Article differs from that being paid at the time of the evaluation request, the difference shall be paid retroactively to the date the employee first requested the review.

ARTICLE 26, MATERNITY, PARENTAL AND ADOPTION LEAVE

26.01 Length of Leave

(1) Birth Mother

A pregnant employee shall be entitled to up to eighteen (18) consecutive weeks of maternity leave and up to twelve (12) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave. In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.

(2) Birth Father

An employee who is the birth father shall be entitled to up to twelve (12) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

(3) Adoptive Parent

An employee who is the adoptive father or the adoptive mother shall be entitled to up to eighteen (18) consecutive weeks of adoption leave without pay.

In addition, an employee who is the adoptive father or the adoptive mother shall be entitled to up to twelve (12) weeks of parental leave. An employee shall take the parental leave within fifty-two (52) weeks of the date the child comes within the care and custody of the employee.

(4) Extensions - Special Circumstances

An employee shall be entitled to extend maternity leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth or because the child suffers medical complications.

An employee shall be entitled to extend the adoption leave by up to an additional five (5) consecutive weeks' leave without pay where the child, before coming into the employee's care and custody, is certified as suffering from a physical, psychological or emotional condition.

26.02 Notice Requirements and Commencement of Leave

(1) An employee who requests adoption or parental leave shall be required to provide proof of adoption or birth of the child.

(2) 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.

(3) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.

(4) An employee on maternity leave, adoption or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.

(5) 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.

(6) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

26.03 Return to Work

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

26.04 Sick Leave

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

(2) An employee while on maternity leave, adoption leave or parental leave shall not be entitled to sick leave benefits during the period of leave.

(3) Notwithstanding paragraph 26.04(2), an employee on maternity leave, adoption leave or parental leave who has notified the Employer of their intention to return to work pursuant to Sections 26.02 (4) and (5) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

26.05 Benefits

(1) MSP, Dental, EHB and Group Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity, adoption and/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.

(2) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Pension (Municipal) Act.

26.06 Seniority

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

ARTICLE 27, LEAVE OF ABSENCE FOR UNION OFFICIALS

27.01 A list of Union officials shall be supplied to the Employer within fifteen (15) days of their appointment.

27.02 Time off with pay shall be granted to official representatives of the Union, upon application, when it becomes necessary to transact business in connection with matters affecting both parties to this Agreement and without limiting generality, shall include collective bargaining meetings, Union-Management meetings, grievance meetings and arbitration hearings. The official representative of the Union to be granted time off with pay under this Article shall be limited to four (4) in number.

27.03 Time off without pay may be granted to representatives of the Union, upon application, when it becomes necessary to transact business in connection with matters affecting members of the union and full consideration will be given as to whether or not the requested time off will adversely affect the business of the Employer.

ARTICLE 28, JURY OR COURT WITNESS DUTY

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

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

ARTICLE 29, FUNERAL LEAVE

29.01 Entitlement

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

29.02 Immediate Family

For the purpose of this Article, "immediate family" shall mean the employee's: spouse (including common-law spouse), children, parents, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents and grandchildren, or any 2nd degree relative living at the same residence as the employer.

ARTICLE 30, GENERAL LEAVE

30.01 (1) The Employer may grant a regular employee unpaid leave of absence upon written request from an employee. The request for leave shall be for good and sufficient cause and approval shall not be unreasonably withheld by the Employer.

(2) After the first thirty (30) consecutive days of unpaid leave all seniority, benefits and entitlements shall be frozen and shall not continue to accrue or be utilized while the employee is on the leave of absence.

(3) While on an unpaid leave of absence in excess of thirty (30) days the Employer shall continue medical, extended health, dental, group life insurance and long term disability coverage provided the Employee reimburses the Employer, in advance on a monthly basis, for all premiums associated with maintaining such coverage.

ARTICLE 31, FRINGE BENEFITS

31.01 Medical Services Plan and Extended Health Benefits

(1) In consideration of a regular employee contributing forty percent (40%) of the monthly cost of such employee's participation in the British Columbia Medical Services Plan, and the Extended Health Benefits Plan under the trusteeship of the Capital Area Benefit Trust, following completion of three (3) continuous months of service, the Employer will contribute the remaining sixty percent (60%).

(2) The Extended Health Benefit coverage shall include vision care providing for eighty percent (80%) reimbursement towards the cost of the purchase of one (1) pair of eyeglasses every two (2) years for each regular employee and his dependents to a maximum cost of one hundred and fifty dollars (\$150.00) per pair and hearing aids to a maximum of four hundred dollars (\$400.00) every five years.

31.02 Dental Plan

The Employer shall maintain a dental plan for regular employees upon completion of their probationary period, under the trusteeship of the Capital Area Benefit Trust, which shall provide for payment of one hundred percent (100%) of claims under Plan "A" (basic services) and fifty percent (50%) under Plan "B" (prosthetic appliance and crown and bridge procedures). The Employer shall pay sixty percent (60%) of the monthly premium cost of the dental plan in each instance where the employee agrees to contribute the remaining forty percent (40%) through monthly payroll deductions.

31.03 Group Life Insurance

(1) Regular employees shall upon completion of their probationary period, 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 two times (2x) such employee's annual salary, rounded upwards to the next higher thousand, and accidental death and dismemberment coverage as defined in the Plan, plus such optional benefits as offered by the trustees of the Capital Area Benefit Trust which each employee desires.

(2) The Employer shall pay sixty percent (60%) of the cost of the premiums of the basic group life insurance and accidental death and dismemberment benefits and the employee shall contribute the remainder. However, all premiums for any optional benefits shall be borne solely by the employee.

31.04 Effective date of benefit coverage

It is understood that a regular employee's initial benefit coverage in the Medical Services, 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 completion of three (3) continuous months of service.

31.05 Maintenance of Benefit Coverage

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

31.06 Same Sex Relationships

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

31.07 Superannuation

(1) All newly hired regular employees upon completion of their probationary period, shall participate under the Pension (Municipal) Act, subject to the terms and conditions of such Act.

(2) Auxiliary employees, who become eligible subject to the terms and conditions of the Pension Benefits Standards Act, may participate in the Superannuation Plan.

31.08 Death Benefits

(1) In the event of death of any regular employee while in the employment of the Employer, the Employer shall pay to the beneficiary of the deceased employee one (1) months salary in respect of continuous employment of five (5) years or less, or two (2) months salary in respect of continuous employment of more than five (5) years, at the rate applicable for the last full month of the deceased employee's employment. For the purpose of this Article continuity of employment shall not be affected by temporary layoffs not exceeding two (2) months in length.

(2) In this Article “the beneficiary of the deceased employee” shall mean the employee’s surviving spouse, if any. The Employer may request proof of marriage or other legal documentation prior to making payment to a surviving spouse.

(3) In the event there is no surviving spouse the “beneficiary of the deceased employee” shall mean the employee’s surviving children provided, however, that if any of the surviving children are below the age of majority or otherwise under legal disability, the whole amount of all benefits payable shall be paid in trust to the Public Trustee for the benefit of the dependents, in which event the Public Trustee may expend such monies in such manner and in such proportion as he deems fit for the benefit of all or any of the dependents according to their needs. The Employer may request proof of birth and/or other legal documentation prior to making payment to a surviving child or children.

(4) In the event there are not surviving children the “beneficiary of the deceased employee” shall mean the estate of the deceased employee.

(5) Notwithstanding (2), (3) and (4) above an employee may designate in writing on a form provided by the Employer a beneficiary for the receipt of any death benefits.

31.09 Severance Pay

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

31.10 Long Term Disability Plan

(1) 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.

(2) All regular employees shall participate in this LTD Plan as a condition of continued employment. The required contributions for this coverage shall be as determined and amended from time to time by the Trustees and shall be shared equally by each employee through payroll deduction and the Employer (50% each), provided that in no event shall the total cost of such coverage exceed two percent (2%) of the total payroll for basic CUPE wages. Should the current benefits prove impossible to maintain for this two percent (2%) maximum in accordance with accepted actuarial accounting methods, the benefits shall be amended by the Trustees so that the two percent (2%) total cost is maintained.

(3) The terms and conditions of this LTD Plan shall be as determined and amended from time to time by the Trustees, but in no event shall these benefits provide for other than the following, provided such benefits can be maintained for the total cost of two percent (2%) of payroll:

(a) A benefit level of sixty percent (60%) of the disabled employee's regular monthly earnings in effect on the date of disability, reduced by certain amounts received by and payable to the employee from other sources during the period of disability.

(b) A definition of disability which permits an employee to become eligible for benefits when completely unable to engage in their normal occupation for the first twenty-four (24) months of disability; and thereafter, when they are unable to engage in any occupation or employment for which they are reasonably qualified or may reasonably become qualified.

(c) A five (5) month qualification period from the date of disability during which no benefit is payable under the Plan.

(4) All claims for LTD coverage shall be adjudicated and administered by a carrier selected for such purposes by the Trustees. The terms of the Trust Agreement and Plan Documents as applicable shall apply to all matters not specifically addressed in this Article. Should a conflict arise between this Article and any of the above documents, this Article shall always apply.

(5) Benefits While on Long Term Disability

(a) An employee during the qualification period and while in receipt of Long Term Disability benefits shall be considered to be on approved leave of absence. Such an employee, including one engaged in rehabilitation employment with the Employer, shall continue to be covered by the provisions of the Medical Services Plan, Extended Health Benefits Plan, Group Life Insurance and Dental Plan. While in receipt of Long Term Disability payments, contributions to superannuation shall be waived and such status shall be reported to the Commissioner for Superannuation.

(b) For recipients on Long Term Disability benefits the 60/40 premium cost sharing for the above plans shall remain for the first two years while on long term disability after which the access to such benefits ceases unless the long term disability recipient opts to continue benefit coverage by assuming the full premium costs of such benefits.

(c) Notwithstanding (b) above all long term disability recipients (including those whose claim may be in process) as of April 15, 1992 shall share the costs of premiums at fifty percent employee paid and fifty percent employer paid for the entire duration of their eligibility for long term disability benefits.

(d) Seniority shall continue to accrue while on Long Term Disability.

(e) The GVLRA/CUPE LTD Trust may examine possible options to improve health and welfare benefit entitlements and make such recommendations to the parties to this agreement as the trustees deem appropriate.

ARTICLE 32, OCCUPATIONAL HEALTH AND SAFETY

32.01 Mutual Co-operation

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

32.02 Hazardous Substances

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

32.03 Occupational Health and Safety Committee

The parties agree to establish an Occupational Health and Safety Committee per the W.C.B. Regulations.

32.04 Clothing

Rubber clothing and gloves shall be drawn from stores by outside staff when authorized by the Employer, with the exception that employees engaged in collection of garbage shall be issued rubber and leather gloves and replacements as required. Coveralls will be issued to employees when their work requires, at the discretion of the Public Works Superintendent or Parks Foreman.

ARTICLE 33, CONTRACTING OUT

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

ARTICLE 34, SUB-CONTRACTORS

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

ARTICLE 35, LEAVE OF ABSENCE

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

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

ARTICLE 36, DISCIPLINE AND EMPLOYEE RECORDS

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

36.02 Union Notification

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

ARTICLE 37, TECHNOLOGICAL CHANGE

37.01 The Union recognizes the right of the Employer to introduce technological change for the purpose of improving operating efficiency.

37.02 Where a technological change is to be implemented which (1) affects the terms and conditions, or security of employment of a significant number of employees to whom the Collective Agreement applies; and (2) alters significantly the basis upon which the Collective Agreement was negotiated, the Employer shall give a minimum of ninety (90) days written notice of such change to the Union.

37.03 Within fifteen (15) days from the date of such notice, the Employer and the Union shall form an ad hoc technological change committee, consisting of two (2) members from each side, to discuss and resolve, if possible, all matters pertaining to the proposed change.

37.04 Where the introduction of such technological change results in an employee becoming redundant, the above committee shall include in its discussions, opportunities for retraining, transfer, or the matter of severance pay for such employee.

37.05 Where the committee is unable to resolve a dispute arising from the technological change, the matter shall be resolved, without stoppage of work, in accordance with the Grievance/ Arbitration procedure established in this Agreement.

ARTICLE 38, SEXUAL HARASSMENT

38.01 The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment and agree to cooperate in attempting to resolve, in a confidential manner, all complaints of sexual harassment which may arise in the work place.

38.02 For purposes of this Agreement, sexual harassment shall be defined as any sexually oriented practice which undermines an employee's health or job performance, or endangers an employee's employment status or potential.

38.03 Cases of sexual harassment shall be considered as discrimination and, if not resolved on a confidential basis pursuant to Article 38.01 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.

ARTICLE 39, TERM OF AGREEMENT

39.01 Term

This Agreement shall be in effect from and including, January 1, 1996, to and including December 31, 2000, 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.

39.02 Continuation Clause

Should either party give written notice to the other party in accordance with Article 39.01, this Agreement shall thereafter continue in full force and effect, until the Union shall commence a legal strike or the Employer shall commence a legal lockout, or the parties shall conclude a renewal or revision of this Agreement or a new Agreement.

39.03 Section 50 Excluded

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

39.04 Retroactivity

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

ARTICLE 40, LETTERS OF UNDERSTANDING

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

Letter No. 1 - Grandfather Provisions - Sick Leave Entitlement Accrual

Letter No. 2 - Variation in Shift Times

Letter No. 3 - On the Job Training

Letter No. 4 - Compensation Issues & Job Evaluation /Pay Equity

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this ____ day of _____ in the year ____, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION

ADMINISTRATOR

PRESIDENT, CUPE, Local 333

CHAIRMAN, GVLRA

SECRETARY, CUPE, Local 333

DIRECTOR, GVLRA

MANAGER, GVLRA

APPENDIX "A"

AUXILIARY PARKS AND RECREATION EMPLOYEES

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

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

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

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

LETTER OF UNDERSTANDING #1

BETWEEN:

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

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 333
(hereinafter referred to as the "Union")

GRANDFATHER PROVISIONS - SICK LEAVE ENTITLEMENT ACCRUAL

Article 1: Preamble

1.1 This Letter of Understanding establishes "grandfather" provisions for sick leave entitlement accrual arising as a result of changes negotiated to Article 16 of the renewal Agreement, which replaced the Collective Agreement which expired on December 31, 1982.

1.2 This Letter of Understanding is attached to and forms part of the current Collective Agreement between the parties.

Article 2: Covering Regular Employees hired prior to April 6, 1984

2.1 Regular employees who were actively employed on April 6, 1984 (including W.C.B., sick leave or authorized leave), shall be eligible to continue to accrue sick leave pursuant to Article 2.3 below. Such employees shall not be eligible to accrue sick leave under Articles 23.02 and 23.04 of the Collective Agreement.

2.2 Regular employees not actively employed on April 6, 1984, as defined in Article 2.1, or regular employees hired after April 6, 1984, shall not be eligible to accrue sick leave pursuant to this Letter.

2.3 Regular employees, eligible under Article 2.1 above, shall earn sick leave in accordance with former Article 14 of the 1981/82 Collective Agreement, that is, one and one-half (1½) days of sick leave for each month of continuous service with the Employer, provided:

- (a) That temporary layoffs for period not in excess of two (2) months shall not effect continuity of service;
- (b) The maximum accumulation shall be one hundred and thirty (130) days.

Where an eligible employee has not taken sick leave, or any portion thereof, to which they are entitled under the schedule stated above, they shall be entitled to accrue one hundred percent (100%) of such unused sick leave for their future benefit, to a maximum of one hundred and thirty (130) days.

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

FOR THE EMPLOYER

FOR THE UNION

ADMINISTRATOR

PRESIDENT, CUPE, Local 333

CHAIRMAN, GVLRA

SECRETARY, CUPE, Local 333

DIRECTOR, GVLRA

MANAGER, GVLRA

LETTER OF UNDERSTANDING #2

BETWEEN:

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

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 333
(hereinafter referred to as the "Union")

VARIATION IN SHIFT TIMES

Notwithstanding the provisions of Articles 17, 18 and 19, and recognizing that operational requirements may necessitate that certain employees work at times different than those normal hours stated in Article 17, the parties agree that when the Employer varies shift times under the terms of this Letter, overtime premiums or shift differential shall not apply, provided that the affected employees have been notified at least eight (8) hours prior to the time when they are required to start work and provided also, in the case of overtime, that the employee does not work greater than the normal number of straight-time hours after starting work; or, in the case of weekend work, the maximum number of straight-time hours in the week are not exceeded; and provided further, in the case of shift differential, after an employee works more than five (5) consecutive complete shifts in accordance with this Letter, shift differential shall apply as per the Collective Agreement.

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

FOR THE EMPLOYER

FOR THE UNION

ADMINISTRATOR

PRESIDENT, CUPE, Local 333

CHAIRMAN, GVLRA

SECRETARY, CUPE, Local 333

DIRECTOR, GVLRA

MANAGER, GVLRA

LETTER OF UNDERSTANDING #3

BETWEEN:

CORPORATION OF THE TOWNSHIP OF ESQUIMALT

(hereinafter referred to as the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 333

(hereinafter referred to as the "Union")

ON THE JOB TRAINING

The parties agree as follows:

1 When, in the Employer's opinion, operational requirements both warrant and permit and when it is practical from a financial perspective to do so, the Employer shall endeavour to provide on-the-job training to employees within their own functional work units during the normal working hours. The purpose of this training shall be primarily to maximize flexibility when assigning day-to-day work within the work unit and/or department and, secondly, to provide enhanced opportunity for employees to advance within their own departments as permanent vacancies occur therein.

2 Additional Employer considerations when selecting employees for training under this Letter shall be as follows in rank order:

- (1) The present and future operating needs and efficiency of the department and/or work unit involved;
- (2) the relationship between an eligible employees current work and the training to be offered;
- (3) the capabilities and past performance of the employees considered for training; and,
- (4) seniority.

3 Training of a more general nature or of interest to a number of employees in a given work unit or department may also be offered by the Employer under this Letter. Such training shall always meet the basic criteria set out in the first sentence of Section (1) above, with employees being selected for such training on the basis of Section (2) above.

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

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

FOR THE EMPLOYER

FOR THE UNION

ADMINISTRATOR

PRESIDENT, CUPE, Local 333

CHAIRMAN, GVLRA

SECRETARY, CUPE, Local 333

DIRECTOR, GVLRA

MANAGER, GVLRA

LETTER OF UNDERSTANDING #4

BETWEEN

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

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 333
(hereinafter referred to as the "Union")

COMPENSATION ISSUES & JOB EVALUATION/PAY EQUITY

COMPENSATION ISSUES

Lump Sum Payments (Signing Bonus)

In consideration of resolution of the Job Evaluation / Pay Equity Project, the parties agree to the following lump sum payments to employees as hereafter described and agree to the funding sources of such payments, also as described.

1. Auxiliary Employees (1996)

As soon as practical after ratification, the Employer shall pay to each auxiliary employee presently in the employ of the Municipality a lump sum payment of twenty-five cents (25¢) for each straight time hour worked in the calendar year 1995.

It is agreed the funding for such payments shall be deducted from the existing Job Evaluation / Pay Equity Adjustment Account and shall not be added to the base rates of the wage schedules.

2. Regular Employees (1996)

As soon as practical after ratification, the Employer shall pay to each regular employee presently in the employ of the Municipality as follows:

Regular full-time	\$ 700.00
Regular part-time	\$ 350.00

It is agreed the funding for such payments shall be deducted from the existing Job Evaluation / Pay Equity Adjustment Account and shall not be added to the base rates of the wage schedules.

Lump Sum Annual Payments

1. Regular & Auxiliary Employees (1996)

As soon as practical after January 31, 1997, regular full-time, part-time and auxiliary employees shall receive a further lump sum payment equivalent to one percent (1%) of their 1996 straight time wages.

It is understood such payments shall not be deducted from the existing Job Evaluation / Pay Equity Adjustment Account and shall not be added to the base rates of the wage schedules. The funding for these payments shall be from the revenue sources of the Municipality.

2. Regular & Auxiliary Employees (1997)

As soon as practical after January 31, 1998, regular full-time, part-time and auxiliary employees shall receive a further lump sum payment equivalent to one percent (1%) of their 1997 straight time wages.

It is understood such payments shall not be deducted from the existing Job Evaluation / Pay Equity Adjustment Account and shall not be added to the base rates of the wage schedules. The funding for these payments shall be from the revenue sources of the Municipality.

3. Regular & Auxiliary Employees (1998)

As soon as practical after January 31, 1999, regular full-time, part-time and auxiliary employees shall receive a further lump sum payment equivalent to three-quarters of one percent (.75%) of their 1998 straight time wages.

It is understood such payments shall not be deducted from the existing Job Evaluation / Pay Equity Adjustment Account and shall not be added to the base rates of the wage schedules. The funding for these payments shall be from the revenue sources of the Municipality.

4. Job Evaluation / Pay Equity Wage Adjustments

The parties agree to improve deserving classification wages during the term of the collective agreement through a combination of disbursements from the Job Evaluation / Pay Equity Adjustment Account and “new money” from revenue sources of the Municipality in accordance with the following schedule:

FUNDS AVAILABLE FROM THE JOB EVALUATION / PAY EQUITY ADJUSTMENT ACCOUNT \$ 50,000

January 1, 1996	JE/PE wage improvements totalling an annual cost of \$12,500 from the Account, attached to the wage base after which (1997 and thereafter) funded by the Municipality.	- \$ 12,500
January 1, 1997	JE/PE wage improvements totalling an annual cost of \$12,500 from the Account, attached to the wage base after which (1998 and thereafter) funded by the Municipality	- \$ 12,500
January 1, 1998	JE/PE wage improvements totalling an annual cost of \$12,500 from the Account, attached to the wage base after which (1999 and thereafter) funded by the Municipality	- \$ 12,500
January 1, 1999	JE/PE wage improvements totalling an annual cost of \$12,500 from the Account, attached to the wage base after which (2000 and thereafter) funded by the Municipality	- \$ 12,500

Balance 0

5. Auxiliary Employees

As it is agreed by the parties that auxiliary employees are not part of and exempted from the Job Evaluation / Pay Equity Project the parties will undertake, commencing within sixty (60) days of signing of the collective agreement, an annual market place review in 1996, 1997 and again in 1998 to determine, by mutual agreement, if any improvement to the auxiliary wage schedule is warranted. Each annual review thereafter shall be in September of 1997 and 1998. It is further understood that any agreed adjustments to the auxiliary wage scale shall come into effect on September 1st of that calendar year.

JOB EVALUATION / PAY EQUITY

1. Disbursement of the Job Evaluation / Pay Equity Adjustment Account

It is acknowledged by the parties that as of December 31, 1995, the Employer had set aside, into this account, approximately \$ 113,400 in total. As described in Part II of this Memorandum of Settlement, this reserve account shall be disbursed as follows (dollar values are approximate):

Fund Value @ December 31, 1995	\$ 113,400
To Auxiliary employees - 1996 lump sum payment	(\$ 12,500)
To Regular employees - 1996 lump sum payment	(\$ 50,000)
To 1996 JE/PE wage improvements	(\$ 12,500)
To 1997 JE/PE wage improvements	(\$ 12,500)
To 1998 JE/PE wage improvements	(\$ 12,500)
To 1999 JE/PE wage improvements	<u>(\$ 12,500)</u>
Estimated Residual	900

It is agreed by the parties that the residual, if any shall be disbursed after January 1, 1999, by mutual agreement for the purposes of Job Evaluation / Pay Equity wage improvements.

It is further agreed that after distribution of the 1996 funds from the Adjustment Account, interest at two percent (2%) below the Bank of Montreal Prime Commercial Lending Rate and compounded monthly on remaining funds shall be accrued to the credit of the account.

2. Policy Grievance

It is understood and agreed that the Union, upon ratification of this Memorandum of Settlement, shall withdraw its May 31, 1996, policy grievance respecting Job Evaluation / Pay Equity.

3. Classification Process

(i) The parties agree that set out as "Appendix A" is the method of reconsideration of the rating and appeal process respecting job classifications within the Municipality to be utilized during the term of the renewed collective agreement.

(ii) In consideration of the foregoing the parties agree that Article 25, New and Revise Classifications, shall be frozen and inoperative for the term of the renewed collective agreement.

(iii) However, it is understood that the Employer may during the term of the collective agreement, subject to the procedure set out in Appendix A, reclassify deserving positions. In this regard the parties acknowledge that there exists newly developed jobs and significantly changed existing jobs. The Employer shall initiate rating of these positions beginning the process within sixty (60) days of signing of the renewed collective agreement.

4. Implementation Phase

(a) The parties recognize that the implementation of Job Evaluation and Pay Equity requires cooperation and is subject to funding being made available through the collective bargaining process.

(b) The parties agree that the Job Evaluation / Pay Equity Plan shall be a point rated gender neutral plan so developed to date through mutual efforts based on the Tower-Perrin model.

(c) Implementation phase-in shall be commenced on a date mutually agreed by the parties.

(d) The parties agree that the wage line shall not be compelled to pass through, commence at, or be unduly influenced by the labourer rate of pay.

(e) The parties agree that during the term of the renewed collective agreement, without any increase in cost to the Employer (other than those costs committed by this Memorandum of Settlement), to develop a separate wage line and pay schedule for regular part-time employees and likewise for auxiliary employees. The implementation of such pay schedules shall be by mutual agreement.

(f) The parties agree to attach to the final documentation (that concludes the revisions to the collective agreement) an Appendix B - Theoretical Wage Scale, based on 1995 rates of pay. The purpose of this Appendix is for illustration purposes only to set out the point ratings for a job, the job title, the increment structures, the pay bands (pay grades) and the wage rates of a Theoretical Wage and Classification Schedule.

(g) It is agreed such wage rates and classification schedules set out in (e) and (f) above shall be utilized as a pay schedule for new hires employed by the Municipality. However, it is further agreed and understood that under no circumstances shall new hires be paid more than an existing employee in the same classification.

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

FOR THE EMPLOYER

ADMINISTRATOR

CHAIRMAN, GVLRA

DIRECTOR, GVLRA

MANAGER, GVLRA

APPENDIX A
JOB EVALUATION - RECONSIDERATION AND
APPEAL PROCESS

(1) Joint Committee

The parties shall establish a Joint Job Evaluation Committee composed of three (3) members appointed by the Union and three (3) members appointed by the Employer.

(2) Reconsideration Procedures

Within sixty (60) days of the receipt of their job rating following the implementation of the Joint Gender Neutral Job Evaluation Plan, employees who disagree with the rating that has been established for the job in which they are classified, or department heads who disagree with a rating that has been established for a job classification within their department, may submit a request to the Joint Job Evaluation Committee for a review of the rating of the job. The request shall be launched in writing through the employee's immediate supervisor with space for the supervisor's input whether they agree with the request or not, and why. Written requests shall be limited to a disagreement over the point level assigned within a measurement factor (ie: complexity and judgement, impact, responsibility, contacts, knowledge and working conditions) as stated in the Plan.

Steps in the Reconsideration Procedure are as follows:

(a) When there is a concern that the rating may be incorrect, it should be referred to the Joint Job Evaluation Committee who will discuss the matter with the incumbent and incumbent's supervisor.

(b) The Joint Job Evaluation Committee shall convey its decision within twenty (20) working days of the date the request was received by them. This time limit may be extended by unanimous agreement of the Committee.

(c) If the Committee agrees to a change in the evaluation, it shall be so implemented. If the Committee does not agree that a discrepancy exists, the Committee shall so advise the employee and/or supervisor.

(3) Appeal

In the event the Committee cannot agree, or an employee does not agree with the decision of the Committee, the matter may be referred within 20 days to the Municipal Administrator who shall, after due consideration, render a final and binding decision (not subject to grievance).