

# **AGREEMENT**

**Corporation of the Township of  
Esquimalt**

**and**

**Canadian Union of Public Employees  
Local 333**

**January 1, 2007 - December 31, 2010**

ARTICLE 1, DEFINITIONS .....	6
1.01 Party .....	6
1.02 Employee.....	6
1.03 Bargaining Unit .....	6
1.04 Regular Full-Time Employee.....	7
1.05 Regular Part-Time and Seasonal Employee .....	7
1.06 Auxiliary Employee .....	7
1.07 Probationary Employee.....	7
1.08 Regular Part-Time and Regular Seasonal Employee Benefits.....	8
1.09 Auxiliary Employee Terms and Conditions of Employment.....	8
1.10 Inside Staff .....	11
1.11 Outside Staff .....	11
1.12 Continuous Operations .....	11
1.13 Call Out.....	11
1.14 Plural or Feminine Terms.....	11
ARTICLE 2, UNION RECOGNITION .....	11
ARTICLE 3, MANAGEMENT RIGHTS .....	11
ARTICLE 4, NO OTHER AGREEMENTS .....	12
ARTICLE 5, NO STRIKES OR LOCKOUTS .....	12
ARTICLE 6, UNION SECURITY AND CHECK-OFF .....	12
6.01 Union Membership.....	12
6.02 Union Dues .....	12
6.03 Dues Receipts.....	12
ARTICLE 7, NO DISCRIMINATION .....	13
ARTICLE 8, NEW EMPLOYEES.....	13
8.01 Copies of Agreement .....	13
8.02 Notification to the Union.....	13
ARTICLE 9, UNION-MANAGEMENT COMMITTEE .....	14
ARTICLE 10, MUNICIPAL COUNCIL MINUTES.....	14
ARTICLE 11, CORRESPONDENCE.....	14
ARTICLE 12, GRIEVANCE PROCEDURE .....	14
12.01 Definition .....	14
12.02 Procedure.....	15
12.03 Extension of Time Limits .....	15
12.04 Policy Grievances.....	15
12.05 Deviation from the Grievance Procedure.....	16
ARTICLE 13, ARBITRATION PROCEDURE .....	16
13.01 Appointment of an Arbitration Board .....	16
13.02 Powers of Arbitration Board.....	16
13.03 Cost of Arbitration.....	16
13.04 Expedited Arbitration .....	17
ARTICLE 14, SENIORITY .....	18
14.01 Definition .....	18
14.02 Probationary Period.....	18
14.03 Auxiliary Employee Seniority .....	18
14.04 Seniority Lists .....	19

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

21.01	Entitlement .....	35
21.02	Calendar Year .....	35
21.03	Prorated Adjustment.....	36
21.04	Termination of Employment.....	36
ARTICLE 22,	STATUTORY HOLIDAYS .....	36
22.01	Entitlement .....	36
22.02	Statutory Holidays Falling During Annual Vacation .....	36
22.03	Work on a Statutory Holiday.....	36
ARTICLE 23,	SICK LEAVE .....	37
23.01	Definition .....	37
23.02	Entitlement .....	37
23.03	Proof of Illness.....	37
23.04	Sick Leave Accrual .....	38
23.05	Sick Leave Payout.....	38
23.06	Subrogation.....	38
23.07	Sick Leave During Vacation .....	38
23.08	<i>Personal, Emergency and Family Leave (effective January 1, 2008)</i> .....	39
23.09	Funeral Leave While on Vacation.....	39
23.10	Medical Appointments .....	39
ARTICLE 24,	EFFECT OF ABSENCE ON SICK LEAVE, VACATIONS AND STATUTORY HOLIDAYS .....	39
ARTICLE 25,	JOB EVALUATION.....	40
25.01	Job Descriptions.....	40
25.02	Employee Requested Pay Reviews.....	40
25.03	Determining Rate of Pay for New or Changed Jobs.....	40
25.04	Disclosure to the Union .....	41
25.05	Dispute Resolution .....	41
25.06	Implementation of Results .....	41
25.07	Job Evaluation Plan Part of Collective Agreement .....	41
25.08	Positions to be Posted.....	41
25.09	Salary Protection .....	41
ARTICLE 26,	MATERNITY, PARENTAL AND ADOPTION LEAVE .....	42
26.01	Length of Leave.....	42
26.02	Notice Requirements and Commencement of Leave .....	43
26.03	Return to Work .....	43
26.04	Sick Leave.....	44
26.05	Benefits .....	44
26.06	<i>Supplementary Employment Insurance Benefits</i> .....	44
26.07	Seniority .....	45
ARTICLE 27,	LEAVE OF ABSENCE FOR UNION OFFICIALS .....	45
27.04	<i>Leave for Full-time Union Duties</i> .....	46
ARTICLE 28,	JURY OR COURT WITNESS DUTY .....	46
ARTICLE 29,	FUNERAL LEAVE .....	46
29.01	Entitlement .....	47
29.02	Immediate Family .....	47
ARTICLE 30,	GENERAL LEAVE.....	47

30.02	Benefit Trust Leave .....	47
ARTICLE 31,	BENEFITS PLANS .....	48
31.01	Medical Services Plan and Extended Health Benefits .....	48
31.02	Dental Plan .....	48
31.03	Group Life Insurance .....	49
31.04	Effective Date of Benefit Coverage .....	49
31.05	Maintenance of Benefit Coverage .....	49
31.06	Same Sex Relationships .....	49
31.07	Municipal Pension Plan .....	50
31.08	Death Benefits .....	50
31.09	Severance Pay .....	51
31.10	Long Term Disability Plan .....	51
31.11	Portability of Previous Employer's Benefit Plans .....	53
31.12	Survivor Benefit .....	53
ARTICLE 32,	OCCUPATIONAL HEALTH AND SAFETY .....	53
32.01	Mutual Co-operation .....	53
32.02	Hazardous Substances .....	54
32.03	Occupational Health and Safety Committee .....	54
32.04	Clothing .....	54
32.05	Boots .....	54
32.06	Immunization .....	54
ARTICLE 33,	CONTRACTING OUT .....	54
ARTICLE 34,	SUB-CONTRACTORS .....	54
ARTICLE 35,	LEAVE OF ABSENCE .....	55
ARTICLE 36,	DISCIPLINE AND EMPLOYEE RECORDS .....	55
36.02	Union Notification .....	55
36.03	Just Cause .....	55
36.04	Union Representation .....	55
36.05	Removal of Disciplinary Record .....	55
36.06	<i>Personnel Records</i> .....	55
ARTICLE 37,	TECHNOLOGICAL CHANGE .....	56
ARTICLE 38,	SEXUAL AND PERSONAL HARASSMENT .....	56
38.01	Sexual Harassment .....	56
38.02	<i>Personal Harassment</i> .....	57
ARTICLE 39,	TERM OF AGREEMENT .....	57
39.01	Term .....	57
39.02	Continuation Clause .....	57
39.03	Section 50 Excluded .....	57
39.04	Retroactivity .....	58
ARTICLE 40,	LETTERS OF UNDERSTANDING .....	58
APPENDIX "A"	.....	60
SCHEDULE "A" - 2007 - No Cola	.....	61
SCHEDULE "A" - 2008 - No Cola	.....	64
SCHEDULE "A" - 2009 - No Cola	.....	67
SCHEDULE "A" - 2010 - No Cola	.....	70
SCHEDULE "B" - 2007 NO COLA	.....	73

SCHEDULE "B" - 2008 NO COLA.....	74
SCHEDULE "B" - 2009 - NO COLA .....	75
SCHEDULE "B" - 2010 - NO COLA .....	76
LETTER OF UNDERSTANDING NO. 1 .....	77
<i>LETTER OF UNDERSTANDING NO. 2.....</i>	<i>79</i>
LETTER OF UNDERSTANDING NO. 3.....	81
LETTER OF UNDERSTANDING NO. 4.....	83
LETTER OF UNDERSTANDING NO. 5.....	87
LETTER OF UNDERSTANDING NO. 6.....	89
LETTER OF UNDERSTANDING NO. 7.....	91
LETTER OF UNDERSTANDING NO. 8.....	92
<i>LETTER OF UNDERSTANDING NO. 9.....</i>	<i>95</i>
<i>LETTER OF UNDERSTANDING NO. 10.....</i>	<i>97</i>
<i>LETTER OF UNDERSTANDING NO. 11.....</i>	<i>99</i>
<i>LETTER OF UNDERSTANDING NO. 12.....</i>	<i>101</i>
<i>LETTER OF UNDERSTANDING NO. 13.....</i>	<i>102</i>
<i>LETTER OF UNDERSTANDING NO. 14.....</i>	<i>104</i>

## 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**

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

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

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

#### **1.06 Auxiliary Employee**

(1) 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 (1) year duration, workers' compensation of less than one (1) year duration, compassionate leave, education leave or other leaves,

(b) non-repetitive projects of less than one (1) 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**

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

- (f) the receipt of a copy of the collective agreement as set out at Article 8.01(2).
- (g) the provisions of the grievance and arbitration procedures of Article 12 and Article 13.
- (h) Article 14.02 (2) and (3) shall apply to auxiliary employees. An auxiliary employee shall have their auxiliary service accumulated for purposes of regular seniority pursuant to Article 14.03.

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

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

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

- (i) the Posting and Filling of Vacancies provisions of Applications by Auxiliary Employees at 15.03, Factors Considered in Filling Posted Vacancies at Articles 15.02 (1), 15.02 (2) and 15.02 (3).
- (j) the Rest Periods provision at Article 17.06, the Irregular Schedules provision at Article 17.04, and Reporting Pay provision at 17.07.
- (k) the Overtime Rates provisions of Article 18.01 and the Call-Out provisions at Article 18.02.
- (l) An auxiliary employee employed in classifications listed in Schedule "A" or Schedule "B" shall be paid not less per hour than the equivalent of the established rate for the position.
- (m) An auxiliary employee shall be eligible for a salary increment upon completion of the hourly equivalent of twelve (12) months work of a regular employee (one thousand eight hundred twenty (1820) hours for a thirty-five (35) hour/week employee or two thousand eighty (2080) hours for a forty (40) hour/week employee) and Article 20.02 - Salary Increments shall apply.
- (n) In lieu of health and welfare entitlements, vacation entitlements,

statutory holiday pay, sick leave and such benefits, an auxiliary employee will receive eleven (11%) percent of their gross wage earnings (basic wages plus overtime) and:

- *effective January 1, 2008 the said payment in lieu shall be twelve percent (12%)*
  - *effective January 1, 2010 the said payment in lieu shall be thirteen percent (13%).*
- (o) the Pay While Relieving in a Higher Rated Position provision of 20.05 shall apply to auxiliary employees however the allowable compensation set out at Article 20.05 (1) (b) shall be solely Step 1 of the new position.
- (p) the provisions of Article 20.08 - First Aid Allowance and Article 20.07 - Premium Pay.
- (q) An auxiliary employee relieving a regular employee in an assignment in excess of three (3) continuous months shall receive the entitlements of Article 19.01, Shift Differential and Article 28, Jury or Court Witness Duty.
- (r) the Article 26, Maternity, Parental and Adoption Leave provisions (except Clause 26.05 (1) Benefits, 26.06, Supplementary Employment Insurance Benefits and 26.07, Seniority) shall apply to auxiliary employees.
- (s) the provisions of Article 27 - Leave of Absence for Union Officials; Article 25 – Job Evaluation and Article 30.02 – Benefit Trust Leave.
- (t) the provisions of Article 32, Occupational Health and Safety shall apply to auxiliary employees.
- (u) the provisions of Article 36 - Discipline and Employee Records shall apply to auxiliary employees.
- (v) The Employer shall maintain a listing of auxiliary employees in order of hours worked from date of hire.
- (w) Time and one-half (1 ½) shall be paid for each hour worked by an auxiliary employee who works on a statutory holiday.

- (3) An auxiliary employee, who is the successful applicant for a posted regular vacancy, shall be returned to their former auxiliary status should the employee prove unsatisfactory in or be unable to perform the duties of the position. Hours worked in the regular position shall be added to their auxiliary hours upon return to their auxiliary status.
- (4) An auxiliary employee required by the Employer to attend a scheduled staff meeting held when the employee has not been scheduled to work shall receive a minimum of two (2) hours pay at their straight time rate.

**1.10 Inside Staff**

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

**1.11 Outside Staff**

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

**1.12 Continuous Operations**

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

**1.13 Call Out**

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

**1.14 Plural 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 (CUPE), 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 Municipal Pension Plan.
- (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 ( $\frac{1}{2}$ ) of the costs associated with the printing of the collective agreement.

### **8.02 Notification to the Union**

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

## **ARTICLE 9, UNION-MANAGEMENT COMMITTEE**

- 9.01 A Union-Management Committee shall be established consisting of not more than five (5) representatives of the Employer and five (5) representatives of the Union. Any matter of mutual concern pertaining to performance of work, operational problems, conditions of employment and harmonious relations, excluding any matter subject to the grievance procedure, may be referred to this Committee by either party for discussion and recommendation. Either party may request that a meeting be convened, after which the Chief Administrative Officer shall notify the parties of the time and place of such a meeting, but in no event shall there be any fewer meetings than one (1) each quarter (four per year). All members of the Committee shall receive an agenda not less than three (3) days prior to committee meetings.
- 9.02 One Employer and one Union representative shall be designated joint chairpersons and shall alternate in presiding at committee meetings.
- 9.03 Minutes of each committee meeting shall be prepared and signed by the joint chairpersons, as promptly as possible after each agenda item has been decided. The Union and the Employer shall receive two (2) signed copies of the Minutes within three (3) days following committee meetings.

## **ARTICLE 10, 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 Chief Administrative Officer and the President of the Union, with copies to normally be provided to the appropriate Department Director or the Secretary of the Union.

## **ARTICLE 12, GRIEVANCE PROCEDURE**

### **12.01 Definition**

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

## **12.02 Procedure**

- 1) Step 1: Within twenty (20) working days from the date of the incident prompting the grievance, the employee shall discuss the matter with their immediate management supervisor, as designated by the Employer. If the employee so desires, a shop steward may be present during the discussion at this Step.
- (2) Step 2: If no settlement is reached at Step 1, the aggrieved employee shall submit the grievance in writing to their department head, within ten (10) working days of the discussion provided at Step 1. The recipient shall meet with the employee and shop steward, or other representative of the Union, within seven (7) working days of the receipt of the grievance, in an attempt to reach a satisfactory settlement.
- (3) Step 3: If no settlement is reached at Step 2, a meeting shall be arranged between the senior representatives of the Union and the Chief Administrative Officer, within seven (7) working days of the last meeting at Step 2. Either party may be represented by a person employed by the organization to which it is affiliated at meetings held at this step.
- (4) Step 4: If settlement is not reached through the foregoing procedures, the grievance may be referred to 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**

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

## **ARTICLE 13, ARBITRATION PROCEDURE**

### **13.01 Appointment of an 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 worked. "Hours worked" shall include all paid straight time hours, hours compensated while on Workers' Compensation benefits, the LTD qualification period and while receiving LTD benefits, Union leaves, jury and court witness duty, leave for education and training purposes, and maternity, parental and adoption leave. Regular employees shall not attain seniority until they have completed their probationary period, after which their seniority shall include the probationary period.

### **14.02 Probationary Period**

- (1) All newly hired regular employees shall serve a probationary period not exceeding six (6) consecutive months from the date of hire, during which period such an employee may be terminated if they are unsatisfactory for any work related reason.
- (2) Notwithstanding (1) above, an employee who is the successful applicant for a posted regular vacancy shall have their time previously worked in the same position credited towards the probation period, subject to a minimum of three (3) consecutive months probation in the posted position.
- (3) An employee who has been converted from auxiliary to regular status, without a posting, shall not serve a further probationary period.

### **14.03 Auxiliary Employee Seniority**

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

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

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

#### **14.04 Seniority Lists**

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

#### **14.05 Loss of Seniority**

A regular employee shall lose seniority in the event:

- (1) 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**

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

## **ARTICLE 15, POSTING AND FILLING OF VACANCIES**

### **15.01 Posted Vacancies**

- (1) Where a regular vacancy occurs or a new regular position is established, the Employer shall post a vacancy notice for a minimum period of five (5) working days containing information relevant to the position; (e.g., nature of position, pay rate or range, qualifications and experience required, etc.).
- (2) Temporary and auxiliary vacancies shall not be posted under this Article, except that temporary and auxiliary vacancies which the Employer anticipates will exceed three (3) months shall be posted.
- (3) All posted or advertised vacancies shall include the following statement on the notice "This is a Union position".

### **15.02 Factors Considered in Filling Posted Vacancies**

- (1) The following factors shall receive consideration when filling posted vacancies: qualifications, experience, skill and ability. When these factors are equal among applicants for the position, the employee from among this group having the greatest seniority shall receive preference.
- (2) All determinations of qualifications, experience, skill and ability shall be made by the Employer. Whether such determinations were made in a fair and equitable fashion shall be subject to the grievance/arbitration procedures under this Agreement.
- (3) In any arbitration pursuant to Subsection (2) above, if the Union is first able to demonstrate that the senior employee (grievor) presently has the qualifications, experience, skill and ability to do the job in question, the Employer must then establish that such qualifications, experience, skill and ability are not equal to those possessed by the successful applicant.
- (4) *Notwithstanding 15.02(1) above, preference shall be given to the most senior outside (eight (8) hours of work per day) employee who applies for the position provided that the senior employee possesses the qualifications, experience, skill and ability to do the work in question. This provision shall apply only to those outside classifications in Pay Band one (1) through six (6) of Schedule "A".*

- (5) A 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 employee's hours worked shall be recognized as seniority for purposes of this Article.

### **15.04 Appraisal Period**

- (1) When a currently employed regular employee is selected to fill a vacancy posted under Article 15.01, they shall serve an appraisal period not exceeding six (6) calendar months in the new position. During this period, the employee shall be returned to their former classification and pay rate without a loss in seniority, should they prove unsatisfactory or unable or *unwilling* to perform the duties of the new position.
- (2) *Notwithstanding (1) above, a regular employee who is the successful applicant for a posted regular vacancy, shall have their time previously worked in the same position credited toward the appraisal period, subject to a minimum of three (3) consecutive months appraisal in the posted position.*

- (3) An employee who is to be returned to their former position and pay rate shall be given a minimum of five (5) working days notice before this action takes place.
- (4) An employee shall receive a letter of confirmation from the Employer upon successful completion of the appraisal period.

#### **15.05 Disclosure of Documents**

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

### **ARTICLE 16, LAYOFFS, RECALL AND BUMPING**

#### **16.01 Definition**

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

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

#### **16.02 Layoff Order**

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

### **16.03 Bumping Rights**

- (1) Within three (3) working days after being notified under Article 16.02 that they occupy a classification designated for layoff, those regular employees who are not to be retained in that classification and department shall be given opportunity to exercise their seniority, vis-a-vis more junior employees, by indicating their acceptance to bump into the position(s) designated by the Employer for such purposes on the basis of Subsections (a) and (b) below, provided always that the bumping employee has the required qualifications, experience, skill and ability to perform the work in question.
  - (a) firstly the most junior employee occupying a classification in a lateral pay grade; or failing that
  - (b) the most junior employee occupying a classification in the next or each subsequent lower pay grade.
- (2) All determinations of qualifications experience, skill and ability shall be made by the Employer in a fair and equitable fashion. Failure to accept the bump into the designated position(s), when given the opportunity to do so shall result in the affected employee being laid off and placed on the recall list.
- (3) Upward bumping is not permitted under this Article, except where an employee's position has been re-evaluated to a lower pay grade and the employee did not bump another employee at that time, upward bumping shall be permitted the next time a lay-off occurs to that employee and only to a position in their former higher pay grade. Regular part-time employees may only bump other regular part-time employees.
- (4) When an employee bumps a more junior employee in accordance with this Article, 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 be unwilling or** 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 31.09.

#### **16.07 Recall List**

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

#### **16.08 Recall Rights**

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

- (2) If the regular vacancy is not filled under Subsection (1), or in accordance with Article 16.09 below, the Employer shall then attempt to recall a former regular employee on the recall list having the required qualifications, experience, skill and ability to perform the work in question, before offering employment to a new employee. All determinations of qualifications, experience, skill and ability shall be made by the Employer in a fair and equitable fashion.
- (3) In no event shall the Employer be required to re-employ any former employee who has been laid-off and on the recall list for longer than twelve (12) consecutive months.
- (4) Notwithstanding Article 16.08, Recall Rights, an employee who has been given notice of layoff and has chosen to bump in accordance with Article 16.03, Bumping Rights, and subsequently and within twelve (12) months the position from which they were laid off becomes available, such employee shall be offered recall rights to their former position, and if accepted, the vacancy shall not be posted. Seniority shall prevail if two (2) or more such employees seek recall to the same vacancy.

#### **16.09 Recall Procedures**

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

- (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, *including an assignment to an auxiliary position in excess of thirty (30) consecutive days*, within the twelve (12) month recall period, the seniority, sick leave credits and vacation entitlement level of such employee shall be reinstated to that which had existed at the time of the layoff.

#### **16.11 Temporary Layoffs or Work Stoppages**

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

#### **16.12 Special Placement**

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

#### **16.13 Placement of Surplus/Redundant Regular Employees**

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

### **ARTICLE 17, HOURS OF WORK**

#### **17.01 Work-Day**

- (1) (a) The normal work day for thirty-five (35) hours per week Inside Staff positions listed on Schedule "A" shall consist of seven (7) hours per day between 8:30 a.m. and 4:30 p.m., with a one (1) hour unpaid lunch period.

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

- (b) The daily block of eight (8) hours of work may commence as early as 7:00 a.m. however shall end by not later than 4:30 p.m.
- (c) There shall be no increased costs to the Employer as a result of implementing a summer hours work schedule.
- (5) (a) *After discussion with the Union, and when operationally acceptable to the Employer, City Hall employees shall work "summer hours" which shall consist of seven (7) hours per day commencing at 8:00 a.m. and ending at 4:00 p.m. with a one (1) hour unpaid lunch period.*
- (b) *The "summer hours" shall commence the second working day after Canada Day (or its lieu day) and conclude on the last working day before Labour Day.*

#### **17.02 Work Week**

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

#### **17.03 Continuous Operations**

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

#### **17.04 Irregular Schedules**

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

### **17.05 Staggered Hours**

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

### **17.06 Rest Periods**

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

### **17.07 Reporting Pay**

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

## **ARTICLE 18, OVERTIME**

### **18.01 Overtime Rates**

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

### **18.02 Call Out**

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

### **18.03 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.

*Effective January 1, 2008 the foregoing clause is deleted and replaced with the following Article:*

#### ***TOIL and Accrued Compensation Banks***

- (1) *For the purposes of this Article the following definitions shall apply:*
  - (a) *"compensation" shall mean overtime pay and standby pay entitlements set out in this collective agreement;*
  - (b) *"TOIL" shall mean time off work with pay in lieu of the payment of overtime and standby compensation.*
- (2) *In the event a regular employee is entitled to overtime or standby compensation, the employee may choose to have the compensation paid out on their next available pay day; or*
- (3) *A regular employee may choose to direct such compensation into an accumulated bank to be paid out at the request of the employee, in full or in part, on their next available pay day. This accumulated compensation bank as of December 31 shall be paid out in its entirety to the employee(s) by January 31 of the following year; or*
- (4)
  - (a) *A regular employee may choose to direct such compensation into their TOIL time bank where an employee may accumulate up to a maximum of ten (10) work days (being eighty (80) hours for an outside employee or seventy (70) hours for an inside employee) in a calendar year.*
  - (b) *Such TOIL shall be scheduled and taken within a calendar year by mutual agreement of the employee and Employer.*
  - (c) *Subject to clause (d) below, this TOIL time bank as of December 31 shall be paid out to the employee by January 31 of the following year.*
  - (d) *Notwithstanding clause (c) above, by November 30 of each calendar year a regular employee shall notify the Employer if they wish to carry over into the next calendar year up to five (5) work days of TOIL from their ten (10) day accumulated entitlement. Any difference as of December 31 shall be paid out .*
  - (e) *In the event a regular employee does not notify the Employer of their desire to carry days into the next calendar year by November*

*30<sup>th</sup>, their TOIL shall be paid out by January 31 of the following year.*

- (f) *The carry over of TOIL from clause (d) above shall be credited to the employee's TOIL time bank where the employee may accumulate in that calendar year up to a maximum of ten (10) work days.*

## **ARTICLE 19, SHIFT DIFFERENTIAL**

19.01 When the major portion of a regular employees shift or that of an auxiliary employee working full-time shifts in excess of three (3) continuous months falls between the hours of 4:00 p.m. and 12:00 midnight, sixty cents (60¢) per hour will be paid for all hours worked and:

- *Effective January 1, 2008 the said shift differential shall be sixty-five cents (65¢)*
- *Effective January 1, 2009 the said shift differential shall be seventy cents (70¢)*
- *Effective January 1, 2010 the said shift differential shall be seventy-five cents (75¢)*

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 and:

- *Effective January 1, 2008 the said shift differential shall be seventy-five cents (75¢)*
- *Effective January 1, 2009 the said shift differential shall be eighty cents (80¢)*
- *Effective January 1, 2010 the said shift differential shall be eighty-five cents (85¢)*

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

## **ARTICLE 20, SALARIES/WAGES AND ALLOWANCES**

### **20.01 Schedules "A" & "B"**

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

## **20.02 Salary Increments**

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

## **20.03 Bi-weekly Pay**

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

## **20.04 Service Pay**

Regular employees shall, for each completed five (5) year period of continuous employment, be paid the sum of five dollars (\$5.00) per month during their continued employment, *and effective January 1, 2008 the said sum will be accrued each month and paid in the first pay period of December each year.*

## **20.05 Pay While Relieving in a Higher Rated Position**

- (1) When a regular employee is appointed by the Employer to perform the full duties of any higher paid position than 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 Labourer II**

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

#### **20.07 Premium Pay**

- (1) A premium of sixty cents (60¢) per hour and:

- *Effective January 1, 2008 the said premium shall be sixty-five cents (65¢)*
- *Effective January 1, 2009 the said premium shall be seventy cents (70¢)*
- *Effective January 1, 2010 the said premium shall be seventy-five cents (75¢)*

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.
- (d) Repair inside a garbage truck.
- (e) Employees engaged in spray painting.
- (f) At the discretion of the Director of the Parks & Recreation Services and/or Director of Development Services or their designate an employee directed to clean up excrement/faecal matter (human or otherwise), or any bodily fluids (blood, vomit, urine, etc.) diapers, or obnoxious biohazards (hypodermic needles, etc).

(2) **Shift Leader Premium Recreation Centre and Sports Centre**

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

**20.08 First Aid Allowance**

- (1) An employee who is required to hold a valid Level 2 Occupational First Aid Certificate shall be paid fifty dollars (\$50.00) bi-weekly and:
  - *Effective January 1, 2008 the said allowance shall be fifty-five dollars (\$55.00)*
  - *Effective January 1, 2009 the said allowance shall be sixty dollars (\$60.00)*
  - *Effective January 1, 2010 the said allowance shall be sixty-five dollars (\$65.00).*
- (2) The cost of certification and re-certification and paid time off work to attain such shall be borne by the Employer for those regular employees required to hold a valid Level 2 Occupational First Aid Certificate.

**20.09 Tool Allowance**

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

## **ARTICLE 21, ANNUAL VACATIONS**

### **21.01 Entitlement**

- (1) Regular employees shall earn annual vacation on the basis of years of service, which vacation shall be computed on the basis of each calendar year, with all calculations rounded to the nearest one-half (1/2) day.
- (2) Regular employees shall be entitled to the following schedule of annual vacation:
  - (a) During the first (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.
  - (f) beginning the thirtieth (30<sup>th</sup>) year of service and each year thereafter – thirty-three (33) working days per calendar year.

### **21.02 Calendar Year**

For the purpose of this Article, "Calendar Year" shall mean the twelve (12) month period from January 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 plateaux. The vacation earned by such employees, only in those calendar years, shall be prorated based upon the entitlements in effect before and after such employee's anniversary date, so that such employee's vacation entitlement in that calendar year accurately reflects vacation calculated on a calendar year basis. For all other calendar years, the vacation entitlement shall be based on the entitlement for the years of service ending in that calendar year.

### **21.04 Termination of Employment**

Regular employees who leave the service of the Employer before the end of the year shall have their vacation prorated on the basis of the time worked in that calendar year. In those cases where an employee has taken annual vacation in excess of 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 *Federal Government* or the Employer.

### **22.02 Statutory Holidays Falling During Annual Vacation**

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

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

#### **23.04 Sick Leave Accrual**

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

#### **23.05 Sick Leave Payout**

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

#### **23.06 Subrogation**

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

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

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

#### **23.07 Sick Leave During Vacation**

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

**23.08 Personal, Emergency and Family Leave (effective January 1, 2008)**

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

**23.09 Funeral Leave While on Vacation**

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

**23.10 Medical Appointments**

Time off for an employee to attend a dentist, doctor or other medical appointment will not be deducted from the employee's sick leave entitlement unless it exceeds two (2) hours per appointment or occurs on a "very frequent basis". Verbal approval for the time off is all that is required from the Department Head; no record is required to be provided to payroll unless the sick time entitlement is to be utilized.

**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, JOB EVALUATION**

### **25.01 Job Descriptions**

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

### **25.02 Employee Requested Pay Reviews**

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

### **25.03 Determining Rate of Pay for New or Changed Jobs**

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

#### **25.04 Disclosure to the Union**

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

#### **25.05 Dispute Resolution**

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

#### **25.06 Implementation of Results**

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

#### **25.07 Job Evaluation Plan Part of Collective Agreement**

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

#### **25.08 Positions to be Posted**

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

#### **25.09 Salary Protection**

- (1) An employee whose position has been re-evaluated downward prior to November 1, 2001, shall maintain their existing rate of pay and shall receive all general wage increases for the duration of the current collective agreement while such employee remains in their current position.

- (2) An employee, whose position has been evaluated downward after November 1, 2001, to a pay grade below that pay grade currently received by the employee, shall be "blue-circled".
- (3) For the purposes of this Article, the following definition shall apply:

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

## **ARTICLE 26, MATERNITY, PARENTAL AND ADOPTION LEAVE**

### **26.01 Length of Leave**

- (1) Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave. In the event the birth mother dies or is totally disabled, an employee who is 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 thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.
- (3) Adoptive Parent

An employee who is the adoptive father or the adoptive mother shall be entitled to up to seventeen (17) 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 thirty-seven (37) 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.

(5) Maximum Allowable Leave

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

**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) *Where the duties of a pregnant employee cannot reasonably be performed because of the pregnancy an appropriate accommodation shall be explored between the parties prior to the Employer requiring the pregnant employee to commence maternity leave before her scheduled leave. In such cases the employee's previously scheduled leave period will not be affected.*
- (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, Extended Health Benefits 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 Municipal Pension Plan.

#### **26.06 Supplementary Employment Insurance Benefits**

- (1) *Birth mothers and adoptive mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.*
- (2) *Subject to the approval of the Employment Insurance Commission, birth fathers and adoptive fathers who, due to the death or total disability of the birth or adoptive mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.*
- (3) *The SEIB Plan is intended to supplement the Employment Insurance benefits received by an employee while they are temporarily unable to work as a result of giving birth or adopting a child.*

- (4) *The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid for the first seventeen (17) weeks, which includes the two (2) week Employment Insurance waiting period, and provided the employee continues to receive Employment Insurance benefits.*
- (5) *Should an employee resign prior to the expiration of their maternity, parental and/or adoption leave, or fail to remain in the active employ of the Employer for at least six (6) months after their return to work, the Employer shall recover monies paid pursuant to the SEIB Plan on a pro-rated basis.*
- (6) *The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.*
- (7) *Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time an employee is receiving benefits. Under this SEIB Plan the Employer does not guarantee any specific level of earnings but rather is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any payback arising from changes to or the application of the tax regulations.*
- (8) *In the event that a birth or adoption occurs in a same-sex relationship then if an employee is the primary caregiver (stay-at-home parent) such employee shall be deemed to be a birth/adoptive mother and be entitled to the provisions of this Article.*

#### **26.07 Seniority**

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

### **ARTICLE 27, LEAVE OF ABSENCE FOR UNION OFFICIALS**

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

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

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

#### **27.04 Leave for Full-time Union Duties**

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

#### **ARTICLE 28, JURY OR COURT WITNESS DUTY**

28.01 Where a regular, probationary or auxiliary employee working full-time shifts in excess of three (3) continuous months has been selected to appear as a trial juror or subpoenaed to appear as a witness in any court action, 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 (3) continuous months immediate family, as defined in Article 29.02, the employee shall be granted, upon request, a leave of absence deemed appropriate by 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 *and same-sex* 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 *other* relative living at the same residence as the employee.

## **ARTICLE 30, GENERAL LEAVE**

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

### **30.02 Benefit Trust Leave**

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

## ARTICLE 31, BENEFITS PLANS

### 31.01 Medical Services Plan and Extended Health Benefits

- (1) In consideration of a regular employee contributing twenty percent (20%) of the monthly cost of such employee's participation in the British Columbia Medical Services Plan, and the Extended Health Benefits Plan under the trusteeship of the Capital Area Benefit *Advisory Group*, following completion of three (3) continuous months of service, the Employer shall contribute the remaining *eighty percent (80%)*.
- (2) The Extended Health Benefit coverage shall include vision care providing for full reimbursement towards the cost of the purchase of one (1) pair of eyeglasses every two (2) years for each regular employee and their dependants to a maximum cost of four hundred dollars (\$400.00) per pair *and effective January 1, 2008 an employee or eligible dependent shall be entitled to apply the four hundred dollars (\$400.00) for eye glasses (each two years) to laser eye surgery*; including hearing aids to a maximum of two thousand dollars (\$2000.00) every five (5) years; an unlimited lifetime maximum; Bluenet; and no deductible.
- (3) A newly hired regular employee may enrol in the Medical Services Plan on the first day of the month following their commencement of employment by paying one hundred percent (100%) of the cost of the premium.

### 31.02 Dental Plan

The Employer shall maintain a dental plan for regular employees following completion of their probation period, under the trusteeship of the Capital Area Benefit *Advisory Group*, which shall provide for payment of one hundred percent (100%) of claims under Plan "A" (basic services), fifty percent (50%) under Plan "B" (prosthetic appliance and crown and bridge procedures) and fifty percent (50%) under Plan "C" (Orthodontics to a maximum lifetime benefit of *one thousand five hundred dollars (\$1,500.00)* for each eligible employee and eligible dependent) and:

- *Effective January 1, 2008 the said Plan "C" (Orthodontics) will be improved to two thousand dollars (\$2,000.00); and*
- *Effective January 1, 2010 the said Plan "C" (Orthodontics) will be improved to two thousand five hundred dollars (\$2,500.00).*

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

### **31.03 Group Life Insurance**

- (1) Regular employees shall, upon completion of their probationary period, participate in the Group Life Insurance Plan under the trusteeship of the Capital Area Benefit *Advisory Group* as a condition of employment. Each participating employee shall have basic life insurance coverage in the amount of 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 Advisory Group* which each employee desires.
- (2) The Employer shall pay *eighty percent (80%)* of the cost of the premiums of the basic group life insurance and accidental death and dismemberment benefits and the employee shall contribute the remainder. However, all premiums for any optional benefits shall be borne solely by the employee.

### **31.04 Effective Date of Benefit Coverage**

It is understood that a regular employee's initial benefit coverage in the Medical Services Plan and Extended Health benefit plan will come into effect on the first day of the month following completion of three (3) continuous months of service. Coverage in Dental, 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 the probationary period or six (6) continuous months of service, whichever is longer.

### **31.05 Maintenance of Benefit Coverage**

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

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

### **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 dependants of the employee's same sex spouse.

### **31.07 Municipal Pension Plan**

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

### **31.08 Death Benefits**

- (1) In the event of death of any regular employee while in the employment of the Employer, the Employer shall pay to the beneficiary of the deceased employee one (1) 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 dependants, 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 dependants according to their needs. The Employer may request proof of birth and/or other legal documentation prior to making payment to a surviving child or children.
- (4) In the event there are not surviving children the "beneficiary of the deceased employee" shall mean the estate of the deceased employee.

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

### **31.09 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 (LTD) provided under the joint GVLRA/CUPE LTD Trust, or its successor trust when applicable, pursuant to the Trust Agreement executed by Trustees representing the Union and the Greater Victoria Labour Relations Association on behalf of the Employer effective January 1, 1987, which Trust Agreement may be amended from time to time by the Trustees.
- (2) All regular employees shall participate in this LTD Plan as a condition of continued employment. The required contributions for this coverage shall be as determined and amended from time to time by the Trustees and shall be shared equally by each employee through payroll deduction and the Employer (50% each), provided that in no event shall the total cost of such coverage exceed *three percent (3%)* of the total payroll for basic CUPE wages. Should the current benefits prove impossible to maintain for this *three percent (3%)* maximum in accordance with accepted actuarial accounting methods, the benefits shall be amended by the Trustees so that the *three percent (3%)* total cost is maintained.
- (3) The terms and conditions of this LTD Plan shall be as determined and amended from time to time by the Trustees, but in no event shall these benefits provide for other than the following, provided such benefits can be maintained for the total cost of *three percent (3%)* of payroll:

- (a) A benefit level of 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. *Effective October 1, 2007 the said benefit level will be increased from sixty percent (60%) to seventy percent (70%).*
  - (b) A definition of disability which permits an employee to become eligible for benefits when completely unable to engage in their normal occupation for the first twenty-four (24) months of disability; and thereafter, when they are unable to engage in any occupation or employment for which they are reasonably qualified or may reasonably become qualified.
  - (c) A *seventeen (17) week* qualification period from the date of disability during which no benefit is payable under the Plan.
- (4) All claims for LTD coverage shall be adjudicated and administered by a carrier selected for such purposes by the Trustees. The terms of the Trust Agreement and Plan Documents as applicable shall apply to all matters not specifically addressed in this Article. Should a conflict arise between this Article and any of the above documents, this Article shall always apply.
- (5) Benefits While on Long Term Disability
- (a) An employee during the qualification period and while in receipt of Long Term Disability benefits shall be considered to be on approved leave of absence. Such an employee, including one engaged in rehabilitation employment with the Employer, shall continue to be covered by the provisions of the Medical Services Plan, Extended Health Benefits Plan, Group Life Insurance and Dental Plan. While in receipt of Long Term Disability payments, contributions to Municipal Pension Plan shall be waived and such status shall be reported to the Plan.
  - (b) For recipients on Long Term Disability benefits the *eighty percent (80%) Employer paid and twenty percent (20%) employee paid* premium cost sharing for the above plans shall remain for the first two years while on long term disability after which the 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.

*Effective January 1, 2008 the eighty percent (80%) Employer paid and twenty percent (20%) employee paid premium cost sharing shall remain for the first two years while on long term disability after which the benefit premium costs shall be shared fifty percent (50%) by the Employer and fifty percent (50%) by the recipient for the duration of their claim.*

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

### **31.11 Portability of Previous Employer's Benefit Plans**

A newly hired regular employee shall be eligible to immediately enroll in the Medical Services Plan, Extended Health Benefit Plan, Dental Plan, Group Life Insurance Plan and the Long Term Disability Plan, provided:

- (a) they were previously employed by a municipal Employer in the Capital Regional District immediately prior to being hired, and
- (b) they were previously enrolled in such plans and will not have a break in benefit coverage, and
- (c) they continue to maintain their benefit plan coverage during their probationary period and pay one hundred percent (100%) of the costs of the premiums for such coverage.

### **31.12 Survivor Benefit**

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

## **ARTICLE 32, OCCUPATIONAL HEALTH AND SAFETY**

### **32.01 Mutual Co-operation**

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

### **32.02 Hazardous 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**

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

### **32.05 Boots**

For regular employees who have passed their probationary period, the Employer shall contribute sixty dollars (\$60.00) annually towards the purchase of safety footwear where required by Workers' Compensation Regulations and:

- *Effective January 1, 2008 the said allowance shall be sixty-five dollars (\$65.00)*
- *Effective January 1, 2009 the said allowance shall be seventy dollars (\$70.00)*
- *Effective January 1, 2010 the said allowance shall be seventy-five dollars (\$75.00)*

### **32.06 Immunization**

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

## **ARTICLE 33, CONTRACTING OUT**

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

## **ARTICLE 34, SUB-CONTRACTORS**

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

## **ARTICLE 35, LEAVE OF ABSENCE**

- 35.01 Leave of absence for education, skills upgrading or such other training purposes, as may be approved by the Department Head and the Chief Administrative Officer, shall not be a reason for loss in seniority. Continuation of all or a portion of the regular employee's benefits shall be determined in writing, prior to the granting a leave under this Article.
- 35.02 Regular employees who are required by Management to enrol in courses during their normal working hours shall be reimbursed with full pay, less any Government or other subsidies that may be received directly by the employee.

## **ARTICLE 36, DISCIPLINE AND EMPLOYEE RECORDS**

- 36.01 Each employee shall be entitled to receive a record of 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.

### **36.03 Just Cause**

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

### **36.04 Union Representation**

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

### **36.05 Removal of Disciplinary Record**

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

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

### **36.06 Personnel Records**

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

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

## **ARTICLE 37, TECHNOLOGICAL CHANGE**

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

## **ARTICLE 38, SEXUAL AND PERSONAL HARASSMENT**

### **38.01 Sexual Harassment**

- (1) The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment and agree to co-operate in attempting to resolve, in a confidential manner, all complaints of sexual harassment, which may arise in the work place.
- (2) For purposes of this Agreement, sexual harassment shall be defined as any sexually oriented practice which undermines an employee's health or job performance, or endangers an employee's employment status or potential.

- (3) Cases of sexual harassment shall be considered as discrimination and, if not resolved on a confidential basis pursuant to Article 38.01 (1) above, shall be eligible to be processed as a grievance. In cases of sexual harassment, an Arbitration Board shall have the power to transfer or discipline any person found guilty of sexually harassing an employee.

### **38.02 Personal Harassment**

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

## **ARTICLE 39, TERM OF AGREEMENT**

### **39.01 Term**

This Agreement shall be in effect from and including, January 1, 2007, to and including December 31, 2010, 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" and "B".

### **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 - *Temporary Variation in Shift Times*

Letter No. 3 - On the Job Training

Letter No. 4 – Job Sharing

Letter No. 5 – Auxiliary *Employee* Troubleshooter

Letter No. 6 – Cost of Living Allowance

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

*Letter No. 8 – Standby and Call Out*

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

*Letter No. 10 – Alternate Work Schedules*

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

*Letter No. 12 – Variation in the Hours of Work*

*Letter No. 13 – Government or Education Funded Salary Sharing*

*Letter No. 14 – Recreation Program Instructors*

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_ in the year 2008, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
CHAIRMAN, GVLRA

\_\_\_\_\_  
PRESIDENT, CUPE, Local 333

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

\_\_\_\_\_  
SECRETARY, CUPE, Local 333

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

**SCHEDULE "A" - 2007 - No Cola  
REGULAR FULL TIME AND REGULAR PART TIME EMPLOYEES - HOURLY WAGE RATES**

<b>Band</b>	<b>Point Range &amp; JE Pts</b>	<b>Pos. No.</b>	<b>Job No.</b>	<b>Max. Hrs/ Week</b>	<b>Job Title</b>	<b>2007-01-01 Hourly Rates - No COLA</b>		
						<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>1</b>	98 - 128					<b>18.50</b>	<b>19.20</b>	<b>19.94</b>
<b>2</b>	129 - 159					<b>18.86</b>	<b>19.59</b>	<b>20.32</b>
	152	3030	721	40	Labourer I			20.32
	152	3041	722	40	Refuse Collector			20.32
<b>3</b>	160 - 190					<b>19.22</b>	<b>19.96</b>	<b>20.72</b>
	186	3026	731	40	Gardener I			20.72
<b>4</b>	191 - 221					<b>19.60</b>	<b>20.33</b>	<b>21.13</b>
	199	3045	741	40	Labourer II			21.13
	211	3032	742	40	Light Equipment Operator			21.13
<b>5</b>	222 - 252					<b>19.97</b>	<b>20.73</b>	<b>21.52</b>
	232	3051	752	40	Truck Driver III/Labourer II			21.52
	235	3058	411	35	Cashier/Clerk-Typist (Parks & Recreation)	19.97	20.73	21.52
	246	3017	753	35	Finance Clerk I	19.97	20.73	21.52
<b>6</b>	253 - 283					<b>20.45</b>	<b>21.23</b>	<b>22.05</b>
	261	3009	762	40	Building Maintenance Worker	20.45	21.23	22.05
<b>7</b>	284 - 314					<b>20.95</b>	<b>21.75</b>	<b>22.57</b>
	296	3029	772	40	Heavy Equipment Operator			22.57
	231	3014B	751	40	Chargehand/Driver - Refuse			22.57
	300	3002	763	35	Finance Clerk II (Accounting)	20.95	21.75	22.57
	302	3027	773	40	Gardener II			22.57
	309	3043B	775	35	Secretary II - Development & Engineering	20.95	21.75	22.57
			779		Ice Program Leader	20.95	21.75	22.57
<b>8</b>	315 - 345					<b>21.49</b>	<b>22.33</b>	<b>23.19</b>
			758	35	Administrative Assistant	21.49	22.33	23.19
	315	3011	781	40	Buyer-Storekeeper	21.49	22.33	23.19
	323	3033	783	40	Maintenance Worker			23.19
	324	3020	784	35	Engineering Aide II	21.49	22.33	23.19
		4000	789	35	Clerk/Secretary - Public Works/Fire	21.49	22.33	23.19
	334		777	35	Facility Booking Clerk	21.49	22.33	23.19
	324		778	35	Program Support	21.49	22.33	23.19
	335	3061	443	40	Cook	21.49	22.33	23.19
	335	3062A	788	35	Out-of-School Care Worker	21.49	22.33	23.19

**SCHEDULE "A" - 2007 - No Cola  
REGULAR FULL TIME AND REGULAR PART TIME EMPLOYEES - HOURLY WAGE RATES**

<b>Band</b>	<b>Point Range &amp; JE Pts</b>	<b>Pos. No.</b>	<b>Job No.</b>	<b>Max. Hrs/ Week</b>	<b>Job Title</b>	<b>2007-01-01 Hourly Rates - No COLA</b>		
						<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>9</b>	346 - 376					<b>22.33</b>	<b>23.19</b>	<b>24.08</b>
	364	3013A	763	35	Finance Clerk II (Payroll/Licencing)	22.33	23.19	24.08
			774	35	L.Mylie/E.Abbott - Grandparented	22.33	23.19	24.08
	358	3014C	786	40	Chargehand - Roads			24.08
	355			40	Chargehand - Sidewalks & Construction			24.08
	352	3036	771	40	Chargehand - Painter/Utility			24.08
	371	3014	787	40	Chargehand - In-Ground			24.08
	353	3014D	782	40	Chargehand - Sewers			24.08
			794	40	Chardehand - Maintenance			24.08
		4004	790	40	Maintenance Lead Hand	22.33	23.19	24.08
	361	3028	785	40	Gardener III			24.08
<b>10</b>	377 - 407					<b>23.45</b>	<b>24.35</b>	<b>25.30</b>
	378	3034	801	40	Mechanic II (with TQ)			25.30
	394	3013	799	35	Reception Supervisor	23.45	24.35	25.30
	387	3301	793	35	Office Administrator - Development & Engineering	23.45	24.35	25.30
	390		805	35	Youth Supervisor	23.45	24.35	25.30
	391	3068	421	35	Aquatic Worker	23.45	24.35	25.30
	403	3065	441	40	Food & Beverage Supervisor	23.45	24.35	25.30
<b>11</b>	408 - 438					<b>24.91</b>	<b>25.88</b>	<b>26.88</b>
			806	35	Planning Technician	24.91	25.88	26.88
	408	3038B	811	35	Programmer - Child & Youth	24.91	25.88	26.88
	413	3038A	813	35	Programmer - Adult & Fitness	24.91	25.88	26.88
	419	3062B	804	35	Out-of-School Care Supervisor	24.91	25.88	26.88
	421	3302	818	35	Programmer - Community Services	24.91	25.88	26.88
	422	3021	814	35	Engineering Technician III	24.91	25.88	26.88
	423	3052	471	35	Archivist	24.91	25.88	26.88
	425	3004	792	35	Finance Clerk III (Accounting)	24.91	25.88	26.88
	429	3303	819	35	Programmer - Recreation	24.91	25.88	26.88
	432	3044	803	40	J. Johnston - Grandparented	24.91	25.88	26.88
<b>12</b>	439 - 469					<b>26.48</b>	<b>27.50</b>	<b>28.58</b>
	440	3014A	802	40	Parks Supervisor			28.58
	445	3025	821	40	Mechanic Supervisor			28.58
	444	3003	791	35	Finance Clerk III - (Payroll)	26.48	27.50	28.58
			825	40	RC Maintenance Supervisor	26.48	27.50	28.58
	445	3039	822	40	Public Works Supervisor			28.58
	458	3010	812	35	Civic Facilities Supervisor	26.48	27.50	28.58
<b>13</b>	470 - 500					<b>28.21</b>	<b>29.30</b>	<b>30.46</b>
		3306	834	35	Building & Plumbing Inspector I	28.21	29.30	30.46
	489	3022	831	35	Engineering Technician IV	28.21	29.30	30.46

**SCHEDULE "A" - 2007 - No Cola**  
**REGULAR FULL TIME AND REGULAR PART TIME EMPLOYEES - HOURLY WAGE RATES**

<u>Band</u>	<u>Point Range &amp; JE Pts</u>	<u>Pos. No.</u>	<u>Job No.</u>	<u>Max. Hrs/Week</u>	<u>Job Title</u>	<u>2007-01-01 Hourly Rates - No COLA</u>		
						<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<b>14</b>	501 - 531					<b>30.08</b>	<b>31.24</b>	<b>32.45</b>
	482		816	35	Recreation Facilities Coordinator	30.08	31.24	32.45
			826	35	Recreation Program Coordinator	30.08	31.24	32.45
			815	35	Aquatic/Fitness Coordinator	30.08	31.24	32.45
	506		835	35	Senior Accountant	30.08	31.24	32.45
	506	3304	833	35	Community Recreation Coordinator	30.08	31.24	32.45
	516	3037	832	40	Parks Coordinator	30.08	31.24	32.45
	509		817	35	IT Coordinator	30.08	31.24	32.45
<b>15</b>	532 - 562					<b>32.03</b>	<b>33.28</b>	<b>34.58</b>
<b>16</b>	563 - 593					<b>34.14</b>	<b>35.47</b>	<b>36.85</b>
			823	35	Senior Planner	34.14	35.47	36.85
	566	3008	841	35	Building & Plumbing Inspector II	34.14	35.47	36.85

**SCHEDULE "A" - 2008 - No Cola  
REGULAR FULL TIME AND REGULAR PART TIME EMPLOYEES - HOURLY WAGE RATES**

<u>Band</u>	<u>Point Range &amp; JE Pts</u>	<u>Pos. No.</u>	<u>Job No.</u>	<u>Max. Hrs/ Week</u>	<u>Job Title</u>	<u>2008-01-01 Hourly Rates - No COLA</u>		
						<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<b>1</b>	98 - 128					<b>19.06</b>	<b>19.78</b>	<b>20.54</b>
<b>2</b>	129 - 159					<b>19.43</b>	<b>20.18</b>	<b>20.93</b>
	152	3030	721	40	Labourer I			20.93
	152	3041	722	40	Refuse Collector			20.93
<b>3</b>	160 - 190					<b>19.80</b>	<b>20.56</b>	<b>21.34</b>
	186	3026	731	40	Gardener I			21.34
<b>4</b>	191 - 221					<b>20.19</b>	<b>20.94</b>	<b>21.76</b>
	199	3045	741	40	Labourer II			21.76
	211	3032	742	40	Light Equipment Operator			21.76
<b>5</b>	222 - 252					<b>20.57</b>	<b>21.35</b>	<b>22.17</b>
	232	3051	752	40	Truck Driver III/Labourer II			22.17
	235	3058	411	35	Cashier/Clerk-Typist (Parks & Recreation)	20.57	21.35	22.17
	246	3017	753	35	Finance Clerk I	20.57	21.35	22.17
<b>6</b>	253 - 283					<b>21.06</b>	<b>21.87</b>	<b>22.71</b>
	261	3009	762	40	Building Maintenance Worker	21.06	21.87	22.71
<b>7</b>	284 - 314					<b>21.58</b>	<b>22.40</b>	<b>23.25</b>
	296	3029	772	40	Heavy Equipment Operator			23.25
	231	3014B	751	40	Chargehand/Driver - Refuse			23.25
	300	3002	763	35	Finance Clerk II (Accounting)	21.58	22.40	23.25
	302	3027	773	40	Gardener II			23.25
	309	3043B	775	35	Secretary II - Development & Engineering	21.58	22.40	23.25
			779		Ice Program Leader	21.58	22.40	23.25
<b>8</b>	315 - 345					<b>22.13</b>	<b>23.00</b>	<b>23.89</b>
			758	35	Administrative Assistant	22.13	23.00	23.89
	315	3011	781	40	Buyer-Storekeeper	22.13	23.00	23.89
	323	3033	783	40	Maintenance Worker	0.00	0.00	23.89
	324	3020	784	35	Engineering Aide II	22.13	23.00	23.89
		4000	789	35	Clerk/Secretary - Public Works/Fire	22.13	23.00	23.89
	334		777	35	Facility Booking Clerk	22.13	23.00	23.89
	324		778	35	Program Support	22.13	23.00	23.89
	335	3061	443	40	Cook	22.13	23.00	23.89
	335	3062A	788	35	Out-of-School Care Worker	22.13	23.00	23.89

**SCHEDULE "A" - 2008 - No Cola**  
**REGULAR FULL TIME AND REGULAR PART TIME EMPLOYEES - HOURLY WAGE RATES**

<u>Band</u>	<u>Point Range &amp; JE Pts</u>	<u>Pos. No.</u>	<u>Job No.</u>	<u>Max. Hrs/Week</u>	<u>Job Title</u>	<u>2008-01-01 Hourly Rates - No COLA</u>			
						<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	
<b>9</b>	346 - 376					<b>23.00</b>	<b>23.89</b>	<b>24.80</b>	
	364	3013A	763	35	Finance Clerk II (Payroll/Licencing)	23.00	23.89	24.80	
			774	35	L.Mylie/E.Abbott - Grandparented	23.00	23.89	24.80	
	358	3014C	786	40	Chargehand - Roads	0.00	0.00	24.80	
	355			40	Chargehand - Sidewalks & Construction	0.00	0.00	24.80	
	352	3036	771	40	Chargehand - Painter/Utility	0.00	0.00	24.80	
	371	3014	787	40	Chargehand - In-Ground	0.00	0.00	24.80	
	353	3014D	782	40	Chargehand - Sewers	0.00	0.00	24.80	
			794	40	Chardehand - Maintenance	0.00	0.00	24.80	
			4004	790	40	Maintenance Lead Hand	23.00	23.89	24.80
	361	3028	785	40	Gardener III	0.00	0.00	24.80	
<b>10</b>	377 - 407					<b>24.15</b>	<b>25.08</b>	<b>26.06</b>	
	378	3034	801	40	Mechanic II (with TQ)	0.00	0.00	26.06	
	394	3013	799	35	Reception Supervisor Office Administrator - Development & Engineering	24.15	25.08	26.06	
	387	3301	793	35		24.15	25.08	26.06	
	390		805	35	Youth Supervisor	24.15	25.08	26.06	
	391	3068	421	35	Aquatic Worker	24.15	25.08	26.06	
	403	3065	441	40	Food & Beverage Supervisor	24.15	25.08	26.06	
<b>11</b>	408 - 438					<b>25.66</b>	<b>26.66</b>	<b>27.69</b>	
			806	35	Planning Technician	25.66	26.66	27.69	
	408	3038B	811	35	Programmer - Child & Youth	25.66	26.66	27.69	
	413	3038A	813	35	Programmer - Adult & Fitness	25.66	26.66	27.69	
	419	3062B	804	35	Out-of-School Care Supervisor	25.66	26.66	27.69	
	421	3302	818	35	Programmer - Community Services	25.66	26.66	27.69	
	422	3021	814	35	Engineering Technician III	25.66	26.66	27.69	
	423	3052	471	35	Archivist	25.66	26.66	27.69	
	425	3004	792	35	Finance Clerk III (Accounting)	25.66	26.66	27.69	
	429	3303	819	35	Programmer - Recreation	25.66	26.66	27.69	
	432	3044	803	40	J. Johnston - Grandparented	25.66	26.66	27.69	
	<b>12</b>	439 - 469					<b>27.27</b>	<b>28.33</b>	<b>29.44</b>
		440	3014A	802	40	Parks Supervisor			29.44
445		3025	821	40	Mechanic Supervisor			29.44	
444		3003	791	35	Finance Clerk III - (Payroll)	27.27	28.33	29.44	
			825	40	RC Maintenance Supervisor	27.27	28.33	29.44	
445		3039	822	40	Public Works Supervisor			29.44	
458		3010	812	35	Civic Facilities Supervisor	27.27	28.33	29.44	
<b>13</b>	470 - 500					<b>29.06</b>	<b>30.18</b>	<b>31.37</b>	
			3306	834	35	Building & Plumbing Inspector I	29.06	30.18	31.37
	489	3022	831	35	Engineering Technician IV	29.06	30.18	31.37	

**SCHEDULE "A" - 2008 - No Cola**  
**REGULAR FULL TIME AND REGULAR PART TIME EMPLOYEES - HOURLY WAGE RATES**

<u>Band</u>	<u>Point Range &amp; JE Pts</u>	<u>Pos. No.</u>	<u>Job No.</u>	<u>Max. Hrs/Week</u>	<u>Job Title</u>	<u>2008-01-01 Hourly Rates - No COLA</u>		
						<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<b>14</b>	501 - 531					<b>30.98</b>	<b>32.18</b>	<b>33.42</b>
	482		816	35	Recreation Facilities Coordinator	30.98	32.18	33.42
			826	35	Recreation Program Coordinator	30.98	32.18	33.42
			815	35	Aquatic/Fitness Coordinator	30.98	32.18	33.42
	506		835	35	Senior Accountant	30.98	32.18	33.42
	506	3304	833	35	Community Recreation Coordinator	30.98	32.18	33.42
	516	3037	832	40	Parks Coordinator	30.98	32.18	33.42
	509		817	35	IT Coordinator	30.98	32.18	33.42
<b>15</b>	532 - 562					<b>32.99</b>	<b>34.28</b>	<b>35.62</b>
<b>16</b>	563 - 593					<b>35.16</b>	<b>36.53</b>	<b>37.96</b>
			823	35	Senior Planner	35.16	36.53	37.96
	566	3008	841	35	Building & Plumbing Inspector II	35.16	36.53	37.96

**SCHEDULE "A" - 2009 - No Cola**  
**REGULAR FULL TIME AND REGULAR PART TIME EMPLOYEES - HOURLY WAGE RATES**

<u>Band</u>	<u>Point Range &amp; JE Pts</u>	<u>Pos. No.</u>	<u>Job No.</u>	<u>Max. Hrs/Week</u>	<u>Job Title</u>	<u>2009-01-01 Hourly Rates - No COLA</u>		
						<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<b>1</b>	98 - 128					<b>19.63</b>	<b>20.37</b>	<b>21.16</b>
<b>2</b>	129 - 159					<b>20.01</b>	<b>20.79</b>	<b>21.56</b>
	152	3030	721	40	Labourer I	0.00	0.00	21.56
	152	3041	722	40	Refuse Collector	0.00	0.00	21.56
<b>3</b>	160 - 190					<b>20.39</b>	<b>21.18</b>	<b>21.98</b>
	186	3026	731	40	Gardener I	0.00	0.00	21.98
<b>4</b>	191 - 221					<b>20.80</b>	<b>21.57</b>	<b>22.41</b>
	199	3045	741	40	Labourer II	0.00	0.00	22.41
	211	3032	742	40	Light Equipment Operator	0.00	0.00	22.41
<b>5</b>	222 - 252					<b>21.19</b>	<b>21.99</b>	<b>22.84</b>
	232	3051	752	40	Truck Driver III/Labourer II	0.00	0.00	22.84
	235	3058	411	35	Cashier/Clerk-Typist (Parks & Recreation)	21.19	21.99	22.84
	246	3017	753	35	Finance Clerk I	21.19	21.99	22.84
<b>6</b>	253 - 283					<b>21.69</b>	<b>22.53</b>	<b>23.39</b>
	261	3009	762	40	Building Maintenance Worker	21.69	22.53	23.39
<b>7</b>	284 - 314					<b>22.23</b>	<b>23.07</b>	<b>23.95</b>
	296	3029	772	40	Heavy Equipment Operator	0.00	0.00	23.95
	231	3014B	751	40	Chargehand/Driver - Refuse	0.00	0.00	23.95
	300	3002	763	35	Finance Clerk II (Accounting)	22.23	23.07	23.95
	302	3027	773	40	Gardener II	0.00	0.00	23.95
	309	3043B	775	35	Secretary II - Development & Engineering	22.23	23.07	23.95
			779		Ice Program Leader	22.23	23.07	23.95
<b>8</b>	315 - 345					<b>22.79</b>	<b>23.69</b>	<b>24.61</b>
			758	35	Administrative Assistant	22.79	23.69	24.61
	315	3011	781	40	Buyer-Storekeeper	22.79	23.69	24.61
	323	3033	783	40	Maintenance Worker	0.00	0.00	24.61
	324	3020	784	35	Engineering Aide II	22.79	23.69	24.61
		4000	789	35	Clerk/Secretary - Public Works/Fire	22.79	23.69	24.61
	334		777	35	Facility Booking Clerk	22.79	23.69	24.61
	324		778	35	Program Support	22.79	23.69	24.61
	335	3061	443	40	Cook	22.79	23.69	24.61
	335	3062A	788	35	Out-of-School Care Worker	22.79	23.69	24.61
						0.00	0.00	0.00

**SCHEDULE "A" - 2009 - No Cola**  
**REGULAR FULL TIME AND REGULAR PART TIME EMPLOYEES - HOURLY WAGE RATES**

<u>Band</u>	<u>Point Range &amp; JE Pts</u>	<u>Pos. No.</u>	<u>Job No.</u>	<u>Max. Hrs/Week</u>	<u>Job Title</u>	<u>2009-01-01 Hourly Rates - No COLA</u>		
						<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<b>9</b>	346 - 376					<b>23.69</b>	<b>24.61</b>	<b>25.54</b>
	364	3013A	763	35	Finance Clerk II (Payroll/Licencing)	23.69	24.61	25.54
			774	35	L.Mylie/E.Abbott - Grandparented	23.69	24.61	25.54
	358	3014C	786	40	Chargehand - Roads	0.00	0.00	25.54
	355			40	Chargehand - Sidewalks & Construction	0.00	0.00	25.54
	352	3036	771	40	Chargehand - Painter/Utility	0.00	0.00	25.54
	371	3014	787	40	Chargehand - In-Ground	0.00	0.00	25.54
	353	3014D	782	40	Chargehand - Sewers	0.00	0.00	25.54
			794	40	Chardehand - Maintenance	0.00	0.00	25.54
		4004	790	40	Maintenance Lead Hand	23.69	24.61	25.54
	361	3028	785	40	Gardener III	0.00	0.00	25.54
<b>10</b>	377 - 407					<b>24.87</b>	<b>25.83</b>	<b>26.84</b>
	378	3034	801	40	Mechanic II (with TQ)	0.00	0.00	26.84
	394	3013	799	35	Reception Supervisor	24.87	25.83	26.84
	387	3301	793	35	Office Administrator - Development & Engineering	24.87	25.83	26.84
	390		805	35	Youth Supervisor	24.87	25.83	26.84
	391	3068	421	35	Aquatic Worker	24.87	25.83	26.84
	403	3065	441	40	Food & Beverage Supervisor	24.87	25.83	26.84
<b>11</b>	408 - 438					<b>26.43</b>	<b>27.46</b>	<b>28.52</b>
			806	35	Planning Technician	26.43	27.46	28.52
	408	3038B	811	35	Programmer - Child & Youth	26.43	27.46	28.52
	413	3038A	813	35	Programmer - Adult & Fitness	26.43	27.46	28.52
	419	3062B	804	35	Out-of-School Care Supervisor	26.43	27.46	28.52
	421	3302	818	35	Programmer - Community Services	26.43	27.46	28.52
	422	3021	814	35	Engineering Technician III	26.43	27.46	28.52
	423	3052	471	35	Archivist	26.43	27.46	28.52
	425	3004	792	35	Finance Clerk III (Accounting)	26.43	27.46	28.52
	429	3303	819	35	Programmer - Recreation	26.43	27.46	28.52
	432	3044	803	40	J. Johnston - Grandparented	26.43	27.46	28.52
<b>12</b>	439 - 469					<b>28.09</b>	<b>29.18</b>	<b>30.32</b>
	440	3014A	802	40	Parks Supervisor	0.00	0.00	30.32
	445	3025	821	40	Mechanic Supervisor	0.00	0.00	30.32
	444	3003	791	35	Finance Clerk III - (Payroll)	28.09	29.18	30.32
			825	40	RC Maintenance Supervisor	28.09	29.18	30.32
	445	3039	822	40	Public Works Supervisor	0.00	0.00	30.32
	458	3010	812	35	Civic Facilities Supervisor	28.09	29.18	30.32
<b>13</b>	470 - 500					<b>29.93</b>	<b>31.09</b>	<b>32.31</b>
		3306	834	35	Building & Plumbing Inspector I	29.93	31.09	32.31
	489	3022	831	35	Engineering Technician IV	29.93	31.09	32.31

**SCHEDULE "A" - 2009 - No Cola  
REGULAR FULL TIME AND REGULAR PART TIME EMPLOYEES - HOURLY WAGE RATES**

<u>Band</u>	<u>Point Range &amp; JE Pts</u>	<u>Pos. No.</u>	<u>Job No.</u>	<u>Max. Hrs/ Week</u>	<u>Job Title</u>	<u>2009-01-01 Hourly Rates - No COLA</u>		
						<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<b>14</b>	501 - 531					<b>31.91</b>	<b>33.15</b>	<b>34.42</b>
	482		816	35	Recreation Facilities Coordinator	31.91	33.15	34.42
			826	35	Recreation Program Coordinator	31.91	33.15	34.42
			815	35	Aquatic/Fitness Coordinator	31.91	33.15	34.42
	506		835	35	Senior Accountant	31.91	33.15	34.42
	506	3304	833	35	Community Recreation Coordinator	31.91	33.15	34.42
	516	3037	832	40	Parks Coordinator	31.91	33.15	34.42
	509		817	35	IT Coordinator	31.91	33.15	34.42
<b>15</b>	532 - 562					<b>33.98</b>	<b>35.31</b>	<b>36.69</b>
<b>16</b>	563 - 593					<b>36.21</b>	<b>37.63</b>	<b>39.10</b>
			823	35	Senior Planner	36.21	37.63	39.10
	566	3008	841	35	Building & Plumbing Inspector II	36.21	37.63	39.10

**SCHEDULE "A" - 2010 - No Cola  
REGULAR FULL TIME AND REGULAR PART TIME EMPLOYEES - HOURLY WAGE RATES**

<b>Band</b>	<b>Point Range &amp; JE Pts</b>	<b>Pos. No.</b>	<b>Job No.</b>	<b>Max. Hrs/ Week</b>	<b>Job Title</b>	<b>2010-01-01 Hourly Rates - No COLA</b>		
						<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>1</b>	98 - 128					<b>20.22</b>	<b>20.98</b>	<b>21.79</b>
						0.00	0.00	0.00
<b>2</b>	129 - 159					<b>20.61</b>	<b>21.41</b>	<b>22.21</b>
	152	3030	721	40	Labourer I	0.00	0.00	22.21
	152	3041	722	40	Refuse Collector	0.00	0.00	22.21
<b>3</b>	160 - 190					<b>21.00</b>	<b>21.82</b>	<b>22.64</b>
	186	3026	731	40	Gardener I	0.00	0.00	22.64
<b>4</b>	191 - 221					<b>21.42</b>	<b>22.22</b>	<b>23.08</b>
	199	3045	741	40	Labourer II	0.00	0.00	23.08
	211	3032	742	40	Light Equipment Operator	0.00	0.00	23.08
<b>5</b>	222 - 252					<b>21.83</b>	<b>22.65</b>	<b>23.53</b>
	232	3051	752	40	Truck Driver III/Labourer II	0.00	0.00	23.53
	235	3058	411	35	Cashier/Clerk-Typist (Parks & Recreation)	21.83	22.65	23.53
	246	3017	753	35	Finance Clerk I	21.83	22.65	23.53
<b>6</b>	253 - 283					<b>22.34</b>	<b>23.21</b>	<b>24.09</b>
	261	3009	762	40	Building Maintenance Worker	22.34	23.21	24.09
<b>7</b>	284 - 314					<b>22.90</b>	<b>23.76</b>	<b>24.67</b>
	296	3029	772	40	Heavy Equipment Operator	0.00	0.00	24.67
	231	3014B	751	40	Chargehand/Driver - Refuse	0.00	0.00	24.67
	300	3002	763	35	Finance Clerk II (Accounting)	22.90	23.76	24.67
	302	3027	773	40	Gardener II	0.00	0.00	24.67
	309	3043B	775	35	Secretary II - Development & Engineering	22.90	23.76	24.67
			779		Ice Program Leader	22.90	23.76	24.67
<b>8</b>	315 - 345					<b>23.47</b>	<b>24.40</b>	<b>25.35</b>
			758	35	Administrative Assistant	23.47	24.40	25.35
	315	3011	781	40	Buyer-Storekeeper	23.47	24.40	25.35
	323	3033	783	40	Maintenance Worker	0.00	0.00	25.35
	324	3020	784	35	Engineering Aide II	23.47	24.40	25.35
		4000	789	35	Clerk/Secretary - Public Works/Fire	23.47	24.40	25.35
	334		777	35	Facility Booking Clerk	23.47	24.40	25.35
	324		778	35	Program Support	23.47	24.40	25.35
	335	3061	443	40	Cook	23.47	24.40	25.35
	335	3062A	788	35	Out-of-School Care Worker	23.47	24.40	25.35
						0.00	0.00	0.00

**SCHEDULE "A" - 2010 - No Cola**  
**REGULAR FULL TIME AND REGULAR PART TIME EMPLOYEES - HOURLY WAGE RATES**

<u>Band</u>	<u>Point Range &amp; JE Pts</u>	<u>Pos. No.</u>	<u>Job No.</u>	<u>Max. Hrs/Week</u>	<u>Job Title</u>	<u>2010-01-01 Hourly Rates - No COLA</u>		
						<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<b>9</b>	346 - 376				Finance Clerk II (Payroll/Licencing)	<b>24.40</b>	<b>25.35</b>	<b>26.31</b>
	364	3013A	763	35	(Payroll/Licencing)	24.40	25.35	26.31
			774	35	L.Mylie/E.Abbott - Grandparented	24.40	25.35	26.31
	358	3014C	786	40	Chargehand - Roads	0.00	0.00	26.31
	355			40	Chargehand - Sidewalks & Construction	0.00	0.00	26.31
	352	3036	771	40	Chargehand - Painter/Utility	0.00	0.00	26.31
	371	3014	787	40	Chargehand - In-Ground	0.00	0.00	26.31
	353	3014D	782	40	Chargehand - Sewers	0.00	0.00	26.31
				794	Chardehand - Maintenance	0.00	0.00	26.31
			4004	790	40	Maintenance Lead Hand	24.40	25.35
	361	3028	785	40	Gardener III	0.00	0.00	26.31
<b>10</b>	377 - 407					<b>25.62</b>	<b>26.60</b>	<b>27.65</b>
	378	3034	801	40	Mechanic II (with TQ)	0.00	0.00	27.65
	394	3013	799	35	Reception Supervisor Office Administrator - Development & Engineering	25.62	26.60	27.65
	387	3301	793	35	Youth Supervisor	25.62	26.60	27.65
	390		805	35	Aquatic Worker	25.62	26.60	27.65
	391	3068	421	35	Food & Beverage Supervisor	25.62	26.60	27.65
	403	3065	441	40		25.62	26.60	27.65
<b>11</b>	408 - 438					<b>27.22</b>	<b>28.28</b>	<b>29.38</b>
			806	35	Planning Technician	27.22	28.28	29.38
	408	3038B	811	35	Programmer - Child & Youth	27.22	28.28	29.38
	413	3038A	813	35	Programmer - Adult & Fitness	27.22	28.28	29.38
	419	3062B	804	35	Out-of-School Care Supervisor Programmer - Community Services	27.22	28.28	29.38
	421	3302	818	35	Engineering Technician III	27.22	28.28	29.38
	422	3021	814	35	Archivist	27.22	28.28	29.38
	423	3052	471	35	Finance Clerk III (Accounting)	27.22	28.28	29.38
	425	3004	792	35	Programmer - Recreation	27.22	28.28	29.38
	429	3303	819	35	J. Johnston - Grandparented	27.22	28.28	29.38
	432	3044	803	40		27.22	28.28	29.38
	<b>12</b>	439 - 469					<b>28.93</b>	<b>30.06</b>
440		3014A	802	40	Parks Supervisor	0.00	0.00	31.23
445		3025	821	40	Mechanic Supervisor	0.00	0.00	31.23
444		3003	791	35	Finance Clerk III - (Payroll)	28.93	30.06	31.23
			825	40	RC Maintenance Supervisor	28.93	30.06	31.23
445		3039	822	40	Public Works Supervisor	0.00	0.00	31.23
458		3010	812	35	Civic Facilities Supervisor	28.93	30.06	31.23
<b>13</b>	470 - 500					<b>30.83</b>	<b>32.02</b>	<b>33.28</b>
		3306	834	35	Building & Plumbing Inspector I	30.83	32.02	33.28
	489	3022	831	35	Engineering Technician IV	30.83	32.02	33.28

**SCHEDULE "A" - 2010 - No Cola  
REGULAR FULL TIME AND REGULAR PART TIME EMPLOYEES - HOURLY WAGE RATES**

<u>Band</u>	<u>Point Range &amp; JE Pts</u>	<u>Pos. No.</u>	<u>Job No.</u>	<u>Max. Hrs/ Week</u>	<u>Job Title</u>	<u>2010-01-01 Hourly Rates - No COLA</u>		
						<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<b>14</b>	501 - 531					<b>32.87</b>	<b>34.14</b>	<b>35.45</b>
	482		816	35	Recreation Facilities Coordinator	32.87	34.14	35.45
			826	35	Recreation Program Coordinator	32.87	34.14	35.45
			815	35	Aquatic/Fitness Coordinator	32.87	34.14	35.45
	506		835	35	Senior Accountant Community Recreation Coordinator	32.87	34.14	35.45
	506	3304	833	35	Coordinator	32.87	34.14	35.45
	516	3037	832	40	Parks Coordinator	32.87	34.14	35.45
	509		817	35	IT Coordinator	32.87	34.14	35.45
<b>15</b>	532 - 562					<b>35.00</b>	<b>36.37</b>	<b>37.79</b>
						0.00	0.00	0.00
<b>16</b>	563 - 593					<b>37.30</b>	<b>38.76</b>	<b>40.27</b>
			823	35	Senior Planner	37.30	38.76	40.27
	566	3008	841	35	Building & Plumbing Inspector II	37.30	38.76	40.27

**SCHEDULE "B" - 2007 NO COLA  
AUXILIARY EMPLOYEES - HOURLY WAGE RATES - MAXIMUM 40 HOUR WEEK**

<u>Job Title</u>	<u>Pos. No.</u>	<u>Job No.</u>	<u>2007-01-01 Hourly Rates</u>		
			<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Bus Person	3057	511	0.00	0.00	9.99
Doorperson		513			
Birthday Party Host	3056	552	0.00	0.00	10.78
Snack Bar Attendant	3072	518	9.98	10.37	10.78
Ice Patrol	3066	514			11.36
Skate Shop Attendant	3071	515			
Bartender	3055	520	12.27	12.78	13.28
Daycare Worker	3062A	431	13.68	14.43	14.43
Program Leader	3038	572	13.55	14.08	14.65
Recreation Instructor I	3076	573	13.80	14.34	14.91
Lifeguard	3068	554	14.68	15.27	15.87
Security	3069	524			
Swim Instructor	3074A	555			
Weight Room Attendant		558			
Cashier-Receptionist	3058	519	15.35	15.97	16.59
Custodial Worker	3067	521	15.68	16.30	16.95
Daycare Supervisor	3062B	436			
Event Supervisor		522			
Recreation Instructor II	3076	574			
Cook	3061?	525	15.95	16.58	17.22
Water Exercise Instructor	3075	556	16.59	17.26	17.94
Co-op Student		557			
Custodian/Maintenance Worker		710	17.96	18.64	19.36

**SCHEDULE "B" - 2008 NO COLA  
AUXILIARY EMPLOYEES - HOURLY WAGE RATES - MAXIMUM 40 HOUR WEEK**

<u>Job Title</u>	<u>Pos. No.</u>	<u>Job No.</u>	<u>2008-01-01 Hourly Rates</u>			<u>2008</u>	
			<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	General	COLA
Bus Person	3057	511	0.00	0.00	10.29	3.00%	
Doorperson		513				0.00%	
						<u>3.00%</u>	
Birthday Party Host	3056	552	0.00	0.00	11.10		
Snack Bar Attendant	3072	518	10.28	10.68	11.10		
Ice Patrol	3066	514	0.00	0.00	11.70		
Skate Shop Attendant	3071	515					
Bartender	3055	520	12.64	13.16	13.68		
Daycare Worker	3062A	431	14.09	14.86	14.86		
Program Leader	3038	572	13.96	14.50	15.09		
Recreation Instructor I	3076	573	14.21	14.77	15.36		
Lifeguard	3068	554	15.12	15.73	16.35		
Security	3069	524					
Swim Instructor	3074A	555					
Weight Room Attendant		558					
Cashier-Receptionist	3058	519	15.81	16.45	17.09		
Custodial Worker	3067	521	16.15	16.79	17.46		
Daycare Supervisor	3062B	436					
Event Supervisor		522					
Recreation Instructor II	3076	574					
Cook	3061?	525	16.43	17.08	17.74		
Water Exercise Instructor	3075	556	17.09	17.78	18.48		
Co-op Student		557					
Custodian/Maintenance Worker		710	18.50	19.20	19.94		

**SCHEDULE "B" - 2009 - NO COLA  
AUXILIARY EMPLOYEES - HOURLY WAGE RATES - MAXIMUM 40 HOUR WEEK**

<u>Job Title</u>	<u>Pos. No.</u>	<u>Job No.</u>	<u>2009-01-01 Hourly Rates</u>			<u>2009</u>	
			<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	General	COLA
Bus Person	3057	511	0.00	0.00	10.60	3.00%	
Doorperson		513				0.00%	
						<u>3.00%</u>	
Birthday Party Host	3056	552	0.00	0.00	11.43		
Snack Bar Attendant	3072	518	10.59	11.00	11.43		
Ice Patrol	3066	514	0.00	0.00	12.05		
Skate Shop Attendant	3071	515					
Bartender	3055	520	13.02	13.55	14.09		
Daycare Worker	3062A	431	14.51	15.31	15.31		
Program Leader	3038	572	14.38	14.94	15.54		
Recreation Instructor I	3076	573	14.64	15.21	15.82		
Lifeguard	3068	554	15.57	16.20	16.84		
Security	3069	524					
Swim Instructor	3074A	555					
Weight Room Attendant		558					
Cashier-Receptionist	3058	519	16.28	16.94	17.60		
Custodial Worker	3067	521	16.63	17.29	17.98		
Daycare Supervisor	3062B	436					
Event Supervisor		522					
Recreation Instructor II	3076	574					
Cook	3061?	525	16.92	17.59	18.27		
Water Exercise Instructor	3075	556	17.60	18.31	19.03		
Co-op Student		557					
Custodian/Maintenance Worker		710	19.06	19.78	20.54		

**SCHEDULE "B" - 2010 - NO COLA  
AUXILIARY EMPLOYEES - HOURLY WAGE RATES - MAXIMUM 40 HOUR WEEK**

<u>Job Title</u>	<u>Pos. No.</u>	<u>Job No.</u>	<u>2010-01-01 Hourly Rates</u>			<u>2010</u>	
			<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	General	COLA
Bus Person	3057	511	0.00	0.00	10.92	General	3.00%
Doorperson		513				COLA	0.00%
						Total	<u>3.00%</u>
Birthday Party Host	3056	552	0.00	0.00	11.77		
Snack Bar Attendant	3072	518	10.91	11.33	11.77		
Ice Patrol	3066	514	0.00	0.00	12.41		
Skate Shop Attendant	3071	515					
Bartender	3055	520	13.41	13.96	14.51		
Daycare Worker	3062A	431	14.95	15.77	15.77		
Program Leader	3038	572	14.81	15.39	16.01		
Recreation Instructor I	3076	573	15.08	15.67	16.29		
Lifeguard	3068	554	16.04	16.69	17.35		
Security	3069	524					
Swim Instructor	3074A	555					
Weight Room Attendant		558					
Cashier-Receptionist	3058	519	16.77	17.45	18.13		
Custodial Worker	3067	521	17.13	17.81	18.52		
Daycare Supervisor	3062B	436					
Event Supervisor		522					
Recreation Instructor II	3076	574					
Cook	3061?	525	17.43	18.12	18.82		
Water Exercise Instructor	3075	556	18.13	18.86	19.60		
Co-op Student		557					
Custodian/Maintenance Worker		710	19.63	20.37	21.16		

## LETTER OF UNDERSTANDING NO. 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 2008, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
CHAIRMAN, GVLRA

\_\_\_\_\_  
PRESIDENT, CUPE, Local 333

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

\_\_\_\_\_  
SECRETARY, CUPE, Local 333

\_\_\_\_\_  
MANAGER, GVRLA

LETTER OF UNDERSTANDING NO. 2

BETWEEN:

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

AND

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

TEMPORARY VARIATION IN SHIFT TIMES

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

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

*IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this \_\_\_\_ day of \_\_\_\_\_ in the year 2008, in the City of Victoria, Province of British Columbia.*

*FOR THE EMPLOYER*

*FOR THE UNION*

\_\_\_\_\_  
*CHAIRMAN, GVLRA*

\_\_\_\_\_  
*PRESIDENT, CUPE, Local 333*

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

\_\_\_\_\_  
*SECRETARY, CUPE, Local 333*

\_\_\_\_\_  
*MANAGER, GVRLA*

LETTER OF UNDERSTANDING NO. 3

BETWEEN:

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

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 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 2008, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
CHAIRMAN, GVLRA

\_\_\_\_\_  
PRESIDENT, CUPE, Local 333

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

\_\_\_\_\_  
SECRETARY, CUPE, Local 333

\_\_\_\_\_  
MANAGER, GVRLA

## LETTER OF UNDERSTANDING NO. 4

BETWEEN:

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

AND

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

### JOB SHARING

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

#### 1. General

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

#### 2. Procedure

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

specifically varied by the terms and conditions of the Letter referred to in paragraph 2 (c) above.

- (e) A job sharing arrangement shall be for a minimum period of one year and may be extended by mutual agreement between the Employer and the Union.
- (f) The minimum percentage of time allocated to a job share partner shall be forty percent (40%) of a full-time position, and the maximum time allocation shall not exceed sixty percent (60%) of a full-time position.
- (g) Where an employee's request is denied, the Union may request a meeting with the Chief Administrative Officer (or designate) to discuss the matter.

### 3. Employee Status and Working Conditions

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

- (c) In accordance with the general principles outlined in paragraph 4(b) above, except as otherwise provided herein, the following shall apply to employees:
- (i) Vacation Entitlement - the employee's annual vacation entitlement shall be prorated according to the number of weekly hours the employee is scheduled to work in comparison to the full-time hours of the position being shared.
  - (ii) Statutory Holidays
    - 1) The employee's statutory holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared or effective as at the commencement of the job sharing arrangement in respect of the statutory holidays remaining in the balance of that calendar year.
    - 2) Where the employee has received an overage on the number of paid statutory holiday hours, the employee may be scheduled to work without pay to make up the equivalent number of overpaid hours.
  - (iii) MSP, Dental, Extended Health and Group Life - the Employer shall pay a prorated share of the premiums for the above noted benefits based on the proportion of the employee's scheduled hours work compared to the full-time hours of the position being shared relative to the premiums normally paid by the Employer for a full-time employee. The employee shall pay the balance in order to maintain full coverage.
  - (iv) Sick Leave – for the period of the job sharing arrangement, the employee shall have sick leave credited on a prorated basis, calculated on the same proportionate basis as the employee's scheduled hours of work bears to the full-time hours of the position being shared.
  - (v) Municipal Pension Plan – where an employee is contributing to Municipal Pension Plan and enters into a job sharing arrangement, the employee shall be required to continue making payments towards Municipal Pension Plan. The existing cost-sharing arrangement shall continue to apply on the same percentage basis applied to the reduced earnings.
  - (vi) Bereavement Leave – shall apply to employees participating in a job sharing arrangement, except that the maximum paid leave to be granted such employees is one and one-half (1 ½) working days.
- (d) When one member of a job sharing unit (pairing) is absent (e.g. sick leave, vacation, etc.) the other member of that unit (pairing) shall make every reasonable effort to cover for such absence by working full-time, rather than

employ a temporary replacement when full-time coverage is required by the Employer.

4. Termination of Job Share Arrangement

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

(b) Upon the expiry or termination of the job sharing arrangement, the employee shall revert to working in their original position under the terms and conditions then applicable unless some alternate job sharing arrangement has been approved in the interim. If the original position is not available or the employee did not occupy a position, he/she shall be either laid off or if a regular employee may bump a more junior employee in accordance with Article 16.03 of the collective agreement, on the same basis as any other employee, except where the junior incumbent was a regular full-time employee immediately prior to the job sharing such employee may bump a more junior regular full-time employee.

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

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this \_\_\_\_ day of \_\_\_\_\_ in the year 2008, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
CHAIRMAN, GVLRA

\_\_\_\_\_  
PRESIDENT, CUPE, Local 333

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

\_\_\_\_\_  
SECRETARY, CUPE, Local 333

\_\_\_\_\_  
MANAGER, GVRLA

LETTER OF UNDERSTANDING NO. 5

BETWEEN:

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

AND

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

AUXILIARY EMPLOYEE TROUBLESHOOTER

1. This Letter of Understanding is attached to and forms part of the collective agreement. This letter shall remain in full force and effect for the term of the agreement.
2. All recommendations of the Auxiliary Employee Troubleshooter appointed under this Letter shall be binding, unless the parties mutually agree otherwise.
3. Procedure:  
If a difference arises between the parties relating to the determination of an auxiliary employee's status, Vince Ready or a substitute agreed to by the parties, shall at the request of either party:
  - a) investigate the difference, and
  - b) make written recommendations to resolve the difference within thirty (30) days of the date of receipt of the request.
4. Primary Function:
  - a) The primary function of the troubleshooter shall be to address concerns of bargaining unit employees who seek a determination of their employment status (an employee of regular status or an employee of auxiliary status) pursuant to the terms of this collective agreement.
  - b) On a case-by-business case basis the troubleshooter may consider combining various jobs or positions to reasonably create a regular position. The troubleshooter reserves jurisdiction, subsequent to submission of the parties, to determine if a job competition or a direct appointment is appropriate. Should a job competition be deemed appropriate then applicants shall be limited to internal auxiliary employees and the procedure of Article 15 (Posting and Filling of Vacancies) shall apply.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this \_\_\_\_ day of \_\_\_\_\_ in the year 2008, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
CHAIRMAN, GVLRA

\_\_\_\_\_  
PRESIDENT, CUPE, Local 333

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

\_\_\_\_\_  
SECRETARY, CUPE, Local 333

\_\_\_\_\_  
MANAGER, GVLRA

LETTER OF UNDERSTANDING NO. 6

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")

COST OF LIVING ALLOWANCE

*The Employer and the Union agree that the hourly wage rates set out in the current collective agreement shall be improved, if applicable, effective January 1, 2010 in accordance with the following:*

- 1. The Consumer Price Indices to be utilized shall be those published by Statistics Canada affecting Victoria with the 1992 base of 100 (December to December).*
- 2. It is agreed that the Cost of Living Allowance (COLA) adjustment shall be applied to the wage schedule in addition to and subsequent to the general wage increase of the calendar year of 2010 (being three per cent (3%).)*
- 3. The COLA shall apply only if the Victoria Consumer Price Indices (December to December) exceed the percentage change in the calendar year set out below (trigger) and the maximum COLA wage adjustment shall not exceed the percentage wage increase set out below (cap).*

<i>Effective Year of Increase</i>	<i>CPI year and Annual Percentage Increase (trigger)</i>	<i>Maximum COLA Wage Increase Allowed (cap)</i>
<i>2010</i>	<i>2009 3.0 per cent</i>	<i>0.5 per cent</i>

4. The matrix below shall illustrate the effect of COLA and wage increases:

<u>CPI Rate of Change</u>	<u>COLA Entitlement</u>
3.0	.00%
3.1	.10%
3.2	.20%
3.3	.30%
3.4	.40%
3.5	.50%

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this \_\_\_\_ day of \_\_\_\_\_ in the year 2008, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
CHAIRMAN, GVLRA

\_\_\_\_\_  
PRESIDENT, CUPE, Local 333

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

\_\_\_\_\_  
SECRETARY, CUPE, Local 333

\_\_\_\_\_  
MANAGER, GVRLA

LETTER OF UNDERSTANDING NO. 7

BETWEEN:

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

AND

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

AUXILIARY EMPLOYEES: MARKET – WAGE RATE REVIEW

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

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this \_\_\_\_ day of \_\_\_\_\_ in the year 2008, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
CHAIRMAN, GVLRA

\_\_\_\_\_  
PRESIDENT, CUPE, Local 333

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

\_\_\_\_\_  
SECRETARY, CUPE, Local 333

\_\_\_\_\_  
MANAGER, GVRLA

LETTER OF UNDERSTANDING NO. 8

BETWEEN:

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

AND

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

STANDBY AND CALL OUT

1. *This Letter of Understanding is attached to and forms part of the collective agreement. This letter shall remain in full force and effect for the term of the agreement.*
2. Definitions
  - (a) *Standby: means a scheduled period of time, outside of an employee's normal workday or work week, when that regular full-time employee remains available to report for duty on a call out basis.*
  - (b) *Call Out: means the definition set out in the collective agreement under Article 1.13. This definition remains unchanged.*
3. Standby Conditions
  - (a) *In the event of Call Out overtime, refer to Article 18.02 of the collective agreement.*
  - (b) *A regular full-time employee designated by the Employer to be on standby, at a time or times other than his regular working hours shall be paid the following premiums:*
    - (i) *Two (2) hours of pay for each calendar day that the employee is on standby; at the employee's regular rate of pay as set out in the collective agreement under Schedule "A" and,*
    - (ii) *An additional four (4) hours of pay for each statutory holiday that the employee is on standby; at the employee's regular rate of pay as set out in the collective agreement under Schedule "A".*

- (iii) *Standby pay shall be taken by an employee as set out in Article 18.03 of the collective agreement.*
- (c) *A “Standby Roster” will be comprised of a minimum of eight (8) regular full-time employees from the Public Works Division. These employees will be rotated on a weekly basis: from 4:00 p.m. on Thursday to 7:30 a.m. the following Thursday. These employees shall be appointed by the Employer through a posting based upon operational needs, seniority considered, who, in the Employer’s opinion, possess the necessary qualifications, experience, skill and aptitude, relative to the requirements of the job, to perform the work that may arise while on standby. The Employer shall make all determinations of qualifications, experience, skill and aptitude. Whether such determinations were made in a fair and equitable fashion shall be subject to the grievance/arbitration procedures under the collective agreement. Employees appointed to the “Standby Roster” must remain on the “Standby Roster” until January 31<sup>st</sup> each calendar year.*
- (d) *Employees will be given an opportunity to apply for the “Standby Roster” prior to January 31<sup>st</sup> each calendar year. Employees may be added effective January 31<sup>st</sup> each calendar year.*
- (e) *Employees that are currently on the “Standby Roster” may elect to be removed from the “Standby Roster” by providing written notice to the Public Works Superintendent after December 1<sup>st</sup> and before December 31<sup>st</sup> for the next calendar year “Standby Roster”. Employees electing to be removed will be removed effective January 31<sup>st</sup> each calendar year.*
- (f) *Those employees appointed to the “Standby Roster” shall be rotated on a regular basis so that the Standby schedule is distributed amongst them in an equitable manner by the Employer; taking into account annual vacations, sick leave, Workers Compensation Board leave and other types of leave as defined by the collective agreement.*
- (g) *Employees on Standby may decline Standby assignments upon written submission to the Public Works Superintendent two (2) weeks prior to the date assigned Standby. If a suitable replacement is available from the “Standby Roster” the request will be approved.*
- (h) *Outside of their regular work schedule, employees on Standby will be required to carry and respond to communication devices, such as but not limited to, hand line telephone, cellular telephones, pagers and mobile radios.*

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to

be executed this \_\_\_\_ day of \_\_\_\_\_ in the year 2008, in the City of Victoria,  
Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
CHAIRMAN, GVLRA

\_\_\_\_\_  
PRESIDENT, CUPE, Local 333

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

\_\_\_\_\_  
SECRETARY, CUPE, Local 333

\_\_\_\_\_  
MANAGER, GVLRA

LETTER OF UNDERSTANDING NO. 9

BETWEEN:

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

AND

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

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

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

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

*IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this \_\_\_\_ day of \_\_\_\_\_ in the year 2008, in the City of Victoria, Province of British Columbia.*

*FOR THE EMPLOYER*

*FOR THE UNION*

\_\_\_\_\_  
*CHAIRMAN, GVLRA*

\_\_\_\_\_  
*PRESIDENT, CUPE, Local 333*

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

\_\_\_\_\_  
*SECRETARY, CUPE, Local 333*

\_\_\_\_\_  
*MANAGER, GVLRA*

LETTER OF UNDERSTANDING NO. 10

BETWEEN:

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

AND

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

ALTERNATE WORK SCHEDULES

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

1. *The employee must be a regular full-time Employee within Local 333.*
2. *The employee's position retains its regular full-time status and shall revert to regular full-time hours of work upon the Employee or Employer giving sixty (60) days notice or upon the termination of employment by the employee in question. Such notice may be waived by mutual agreement of the Employer and the Union.*
3. *The employee may apply for a variation of their work schedule or a reduction in hours of work, or both.*
4. *Normal benefits available to regular employees may be maintained upon request by the employee and where necessary, and additional benefit costs arising from the alternate work schedule must be paid for by the employee.*
5. *Applications shall be submitted to the employee's Department Head with a copy to the Union. If approved by the Department Head a copy of the approval and terms of the alternate work schedule shall be provided to the employee and the Union.*
6. *The Department Head may, from time to time, request that the employee change their alternate work schedule to accommodate unanticipated vacancies within the department.*
7. *The Employer reserves the right to require up to a three (3) month trial period of any new schedule to ensure that service levels can be maintained.*

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

*IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this \_\_\_\_ day of \_\_\_\_\_ in the year 2008, in the City of Victoria, Province of British Columbia.*

*FOR THE EMPLOYER*

*FOR THE UNION*

\_\_\_\_\_  
*CHAIRMAN, GVLRA*

\_\_\_\_\_  
*PRESIDENT, CUPE, Local 333*

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

\_\_\_\_\_  
*SECRETARY, CUPE, Local 333*

\_\_\_\_\_  
*MANAGER, GVRLA*

LETTER OF UNDERSTANDING NO. 11

BETWEEN:

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

AND

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

EMPLOYEE COMPENSATION WHILE RELIEVING IN A  
HIGHER RATED POSITION

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

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

*IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this \_\_\_\_ day of \_\_\_\_\_ in the year 2008, in the City of Victoria, Province of British Columbia.*

*FOR THE EMPLOYER*

*FOR THE UNION*

\_\_\_\_\_  
*CHAIRMAN, GVLRA*

\_\_\_\_\_  
*PRESIDENT, CUPE, Local 333*

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

\_\_\_\_\_  
*SECRETARY, CUPE, Local 333*

\_\_\_\_\_  
*MANAGER, GVRLA*

LETTER OF UNDERSTANDING NO. 12

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 THE HOURS OF WORK

The parties agree that a labour-management committee meeting(s) shall be scheduled within six (6) months of ratification of the collective agreement to discuss all variations in the hours of work from the normal work day and work week established under article 17.01 and 17.02.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this \_\_\_\_ day of \_\_\_\_\_ in the year 2008, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
CHAIRMAN, GVLRA

\_\_\_\_\_  
PRESIDENT, CUPE, Local 333

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

\_\_\_\_\_  
SECRETARY, CUPE, Local 333

\_\_\_\_\_  
MANAGER, GVRLA

LETTER OF UNDERSTANDING NO. 13

BETWEEN:

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

AND

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

GOVERNMENT OR EDUCATION FUNDED SALARY SHARING

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

1. *Persons employed under the government or educational institution program shall be employed as auxiliary employees as defined in the Collective Agreement. Posting requirements will be waived by the Union if stipulated in the funding guidelines.*
2. *The work involved in such projects would not have directly resulted in the recall to regular employment of any laid off regular employee currently on the recall list.*
3. *Each project application will be presented to the Union as soon as practical prior to the deadline for the application to allow adequate time for review and/or consultation between the parties.*
4. *That such projects comply with the provisions of the Collective Agreement between the Employer and CUPE Local 333.*
5. (a) *That such projects provide new employment opportunities and do not displace existing jobs or regular or auxiliary employees.*

(b) *That the task involved in such projects is not one which has been done or could reasonably be expected to be undertaken by existing employees within the foreseeable future*

6. *That the rates of pay not specifically covered by the Collective Agreement between the Employer and CUPE Local 333 be negotiated by the parties.*

7. *That no changes are made to projects after they have been approved by the Union without the agreement of the Union.*

*IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this \_\_\_\_ day of \_\_\_\_\_ in the year 2008, in the City of Victoria, Province of British Columbia.*

*FOR THE EMPLOYER*

*FOR THE UNION*

\_\_\_\_\_  
*CHAIRMAN, GVLRA*

\_\_\_\_\_  
*PRESIDENT, CUPE, Local 333*

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

\_\_\_\_\_  
*SECRETARY, CUPE, Local 333*

\_\_\_\_\_  
*MANAGER, GVRLA*

LETTER OF UNDERSTANDING NO. 14

BETWEEN:

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

AND

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

RECREATION PROGRAM INSTRUCTORS

*Notwithstanding any provision of the collective agreement between the Employer and the Union, it is specifically understood and agreed that:*

1. *The reporting pay provisions requiring a minimum of two (2) hours pay at the regular rate on any day that an auxiliary program instructor commences work is hereby waived, and*
2. *That an auxiliary program instructor shall be paid a minimum of one (1) hour pay at the regular rate on any day that an auxiliary program instructor reports to work*
3.
  - (a) *The rate of pay for the program instructors referred to in this Letter of Understanding shall be established by mutual agreement between the parties.*
  - (c) *The parties agree to meet during the month of September 2007 to determine the appropriate rates of pay for the auxiliary program instructors.*
  - (d) *The mutually agreed rate(s) of pay and the one (1) hour minimum set out in clause 2 above shall come into effect on October 1, 2007.*
4. *This Letter of Understanding shall not apply to auxiliary program instructors in the aquatic, curling, skate or hockey programs.*

*IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this \_\_\_\_ day of \_\_\_\_\_ in the year 2008, in the City of Victoria, Province of British Columbia.*

*FOR THE EMPLOYER*

*FOR THE UNION*

\_\_\_\_\_  
*CHAIRMAN, GVLRA*

\_\_\_\_\_  
*PRESIDENT, CUPE, Local 333*

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

\_\_\_\_\_  
*SECRETARY, CUPE, Local 333*

\_\_\_\_\_  
*MANAGER, GVRLA*