

AGREEMENT

The City of Colwood

and

The Canadian Union of Public Employees,
Local 374

January 1, 2007 - December 31, 2010

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COLLECTIVE AGREEMENT

BETWEEN:

THE CITY OF COLWOOD
(hereinafter called the "Employer")

AND:

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

WHEREAS the City is an "Employer" within the meaning of the Labour Relations Code;

AND WHEREAS the Canadian Union of Public Employees, Local 374 is a "Trade Union" within the meaning of said Code;

AND WHEREAS it is the desire of all 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 who is employed in one of the categories listed below (Sections 1.03 through 1.06 inclusive), save and except those persons excluded from the bargaining unit by mutual agreement of the parties or by the Labour Relations Board.

1.03 Regular Full-Time Employee

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

1.04 Regular Part-Time and Regular Seasonal Employee

Is an employee occupying a position listed in the Wage/Salary Schedule(s) attached hereto, who has successfully completed the requirements of the probationary period and who works less than a full-time regular employee, yet at least one-half (½) the normal full-time work schedule per year.

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

1.05 Auxiliary Employee:

- (a) An Auxiliary employee means an employee not employed as a regular employee and may be employed for:
 - (i) Relief of regular employees on vacation leave, sick leave, (including adoption and parental leave), long term disability, workers' compensation, compassionate leave, education or other leaves where the duration of employment is less than one (1) year.
 - (ii) *Relief of a regular employee on maternity leave. However, in the event the relief is extended into an additional and consecutive (without a break of service) maternity leave relief then the employee shall be converted to regular status once the relief assignment(s) exceeds one (1) year duration.*
 - (iii) Non-repetitive projects where the duration of employment is less than one (1) year.
 - (iv) Work of an emergency nature.
- (b) Auxiliary employees include employees who work less hours than regular part-time employees or regular seasonal employees.

1.06 Probationary Employee

Is an employee who has not successfully completed the requirements of the probationary period pursuant to Section 13.02 (Probation Period)

1.07 Regular Part-Time and Regular Seasonal Employee Benefits

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

- (a) the level of statutory holiday, vacation and sick leave benefits shall be prorated on the basis of hours paid including any hours covered by Workers' Compensation entitlements (subject to Article 22.02 (Effect of Absence on Sick Leave, Vacations and Statutory Holidays)). Credit for these benefits shall be calculated twice yearly on January 1st and July 1st of each year, with the calculation of the (half-yearly) credit for the next six (6) month period being based upon the previous six (6) month qualification period, divided by the full-time hours normally available during that period;

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

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

1.08 Auxiliary Employee Terms and Conditions of Employment

- (a) At the time of hire an auxiliary employee shall receive notice in writing from the Employer of the nature of their employment, expected duration of employment, classification and rate of pay.
- (b) Other articles of this agreement notwithstanding, an auxiliary employee shall not be entitled to the terms and conditions of this agreement, save and except as follows:
 - (i) the definition of an "auxiliary employee" as set out in Article 1.05.
 - (ii) the Union Security and Check-off provisions set out at Article 4.01 - Union Membership, Article 4.02 - Union Dues and Article 4.03 - Dues Receipts.
 - (iii) the provision of Article 5 - No Strikes or Lockouts
 - (iv) the provisions of Article 6 - No other Agreements/Representation
 - (v) the provision of Article 7 - No Discrimination and Article 30 - Sexual Harassment.
 - (vi) the receipt of a copy of the collective agreement as set out at Article 8.01.
 - (vii) the provisions of the grievance and arbitration procedures of Article

11 and Article 12.

- (viii) An auxiliary employee shall have their auxiliary service accumulated for purposes of regular seniority pursuant to Article 13.03 - Auxiliary Employee Seniority and shall be entitled to Article 13.02 (b) and (c).

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

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

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

- (ix) the Posting and Filling of Vacancies provisions of Applications by Auxiliary Employees at 14.03, Factors Considered in Filling Posted Vacancies at Articles 14.02 (a), 14.02 (b) and 14.02 (c).
- (x) the Rest Break provision at Article 16.05, the Reporting Pay provision at Article 16.06, the Irregular Schedules provision at Article 16.07.
- (xi) the Overtime Rates provisions of Article 17.01 and Article 17.02, and the Call-Out provisions at 17.05.
- (xii) An auxiliary employee shall be paid in accordance with the appropriate Job Classification listed in the Wage/Salary Schedules attached hereto, except where such employment for students is covered under a senior government assistance program in which the rates of pay are established under the program.

- (xiii) An auxiliary employee shall be paid eleven percent (11%) of gross earnings (basic wages plus overtime) on each pay cheque in lieu of the full benefit package normally provided by the Agreement (including but not limited to vacations, statutory holidays, sick leave, medical, extended health benefits, dental and group life insurance coverage) *and*
- *Effective January 1, 2008 the said payment in lieu shall be twelve (12%) percent*
 - *Effective January 1, 2010 the said payment in lieu shall be thirteen (13%) percent*
- (xiv) the Hot Asphalt and MIP premium at Article 18.04, the Pay While Relieving in Higher Rated Positions provision of 18.03 shall apply to auxiliary employees however the allowable compensation set out at Article 18.03 (a) shall be solely Step 1 of the new position.
- (xv) An auxiliary employee working full-time shifts in excess of three continuous months shall receive the entitlements of Article 18.02 - Shift Differential, Article 24 - Bereavement Leave and Jury and Court Witness Leave.
- (xvi) the provisions of Article 25.01 - Leave for Union Business, and 25.02 - Leave for Full-Time Union Duties.
- (xvii) the Article 26, Maternity, Parental and Adoption Leave provisions (except Clause 26.05 (a) Benefits and 26.06, Seniority) shall apply to auxiliary employees.
- (xiii) the provision of Article 28.06 (b) - Municipal Pension Plan shall apply to auxiliary employees.
- (xix) the provisions of Article 29.01 - Mutual Co-operation, and 29.02 - Hazardous Substances, and 29.05 - Clothing shall apply to auxiliary employees.
- (xx) the provisions of Article 31.01 - Employee Records, 31.02 - Discipline and 31.03 - Union Notification shall apply to auxiliary employees.
- (xxi) Time and one-half (1 ½) shall be paid for each hour worked by an auxiliary employee who works on a statutory holiday.

- (xxii) An auxiliary employee shall be entitled to one fifteen (15) minute paid rest period within each three (3) consecutive hours of work provided such rest period is operationally feasible, that relief is readily available and that the Employer would not incur any increase in costs.
- (c) An auxiliary employee, who is the successful applicant for a posted regular vacancy, shall be returned to their former auxiliary status should the employee prove unsatisfactory in or be unable to perform the duties of the position. Hours worked in the position shall be added to their auxiliary hours upon return to their auxiliary status.

1.09 Without limiting generality Inside Staff

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

1.10 Without limiting generality Outside Staff

Refers to those employees who are generally engaged in non-office positions, non-skilled supervisor positions, skilled, semiskilled or unskilled labouring jobs.

1.11 Call-Out

Refers to an unscheduled return to work by an employee after completion of his/her normal work-day (work-shift).

1.12 Plural or Feminine Terms

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

1.13 Standby

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

ARTICLE 2, MANAGEMENT RIGHTS

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

ARTICLE 3, UNION RECOGNITION

3.01 Bargaining Agents

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

3.02 Bargaining Unit

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

3.03 List of Union Officials

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

ARTICLE 4, UNION SECURITY AND CHECK-OFF

4.01 Union Membership

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

4.02 Union Dues

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

4.03 Dues Receipts

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

4.04 Record of Employment on Termination

In the event the employment of any employee terminates for any reason, the Employer shall complete the Record of Employment, as issued by the Unemployment Insurance Commission, stating the reasons for the separation of employment.

ARTICLE 5, NO STRIKES OR LOCKOUTS

- 5.01 The Employer shall not request, require or direct employees within the bargaining unit to perform work resulting from legal strikes that would normally have been carried out by those on strike, providing the Employer is allowed to cross picket lines to carry out emergency work.
- 5.02 During the term of this Agreement, there shall be no lockouts by the Employer, or any person acting on behalf of the Employer; nor shall there be any strike, on the part of the Union or any of the employees.

ARTICLE 6, NO OTHER AGREEMENT/REPRESENTATION

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

ARTICLE 7, NO DISCRIMINATION

- 7.01 (a) The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotions, transfers, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, physical *or mental disability*, national origin, political or religious affiliation, *gender*, sexual orientation, family status or marital status; nor by reason of his membership in the Union. This Article shall not apply to normal retirement in accordance with the Municipal Pension Plan.
- (b) The application of the foregoing shall be subject to Section 3(1) of the Human Rights Act of BC that requires the test of bona fide and reasonable justification to those matters as expressed in the Human Rights Act.

ARTICLE 8, NEW EMPLOYEES

8.01 Copies of Agreement

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

8.02 Producing the Agreement

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

8.03 Orientation

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

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

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

ARTICLE 9, CORRESPONDENCE

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

9.02 Notification to Union

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

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

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

9.05 *The Union shall be notified of any employee who has a claim with the Workers' Compensation Board that has been rejected.*

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, GRIEVANCE PROCEDURE

11.01 Definition

For purposes of this Agreement, the term grievance shall mean any difference between the parties, or the Employer and any employee, concerning the interpretation, application, operation, alleged violation of the Agreement or any other dispute, including any question as to whether a matter is arbitrable. All grievances shall be dealt with progressively in the following manner without stoppage of work, or refusal to perform work, except where otherwise specifically permitted by the Statutes of British Columbia.

11.02 Procedure

- (a) Step 1: Within twenty (20) working days from the date of the incident prompting the grievance, the employee shall discuss the matter with the applicable supervisor who has been designated for such purpose by the Employer. If the employee so desires, a shop steward shall be present during discussions at this Step.
- (b) Step 2: If no settlement is reached within seven (7) working days from the date the grievance was first presented in Step 1, the aggrieved employee shall submit the grievance in writing to the applicable department head, with particulars describing the incident or practice which prompted the grievance. The department head shall meet with the employee and shop steward, and/or another representative of the Union, within seven (7) working days of his receipt of the grievance at this step in an attempt to reach a satisfactory settlement. The Employer's response to the grievance at Step 2 shall be in writing within seven (7) working days of this meeting.
- (c) Step 3: If no settlement is reached at Step 2, a meeting shall be held between the senior representatives of the Union and the Employer within seven (7) working days of the Employer's response at Step 2. The Employer's response to the grievance at Step 3 shall be in writing within seven (7) working days of this meeting.
- (d) Step 4: If settlement is not reached through the foregoing procedures, the grievance may be referred to 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 Employer's answer at Step 3.

11.03 Extension of Time Limits

The parties may by mutual agreement, in writing, extend the time limits mentioned above, provided such extension is requested prior to the expiry of the time allowed.

11.04 Policy Grievance

Where a dispute involving a question of general application or general interpretation of this Agreement occurs, or where a group of more than three (3) employees, 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.

11.05 Grievable Disciplinary Action

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

11.06 Deviation from the Grievance Procedure

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

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

ARTICLE 12, ARBITRATION

12.01 Appointment of an Arbitration Board

Within ten (10) working days of receiving notice pursuant to Subsection 11.02 (d), the second party shall appoint its representative to the Arbitration Board and inform the first party in writing. The two (2) representatives so appointed shall agree to a Chairperson within ten (10) working days. Should they be unable to agree, the Director of the Collective Agreement Arbitration Bureau shall be requested to appoint a Chairperson. A single Arbitrator instead of a three (3) person panel may be appointed by mutual agreement of the parties.

12.02 Powers of Arbitration Board

- (a) The Arbitration Board shall hear the parties and render an award within fifteen (15) days from the time the Chairperson is appointed and shall commence its proceedings within forty-eight (48) hours after the Chairperson is appointed. The time limits fixed by this procedure may be extended by mutual consent of the parties.
- (b) The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it.
- (c) The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board shall be made within ten (10) days after the hearing, if practical in the Board's opinion, and shall be final, binding and enforceable on all parties. The Board 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.
- (d) Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson, within five (5) days of receipt of the decision, to reconvene the Board to clarify the decision.

12.03 Cost of Arbitration

Each of the parties hereto will bear the expense of their representative to the Arbitration Board and the parties will each bear one-half (½) the expense of the Chairperson.

12.04 Expedited Arbitration

- (a) The parties may, by mutual agreement refer to this Expedited Arbitration process any outstanding grievance filed at arbitration.
- (b) The parties shall mutually agree upon a single arbitrator who shall be appointed to hear the grievance and render a decision within two (2) working days of the hearing. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (c) An expedited arbitration decision respecting any matter shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter (with the exception of discipline which may remain on an employee's file).
- (d) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

- (e) Notwithstanding (a) above, either party may remove from the expedited arbitration process any matter at any time prior to hearing and forward the matter through the arbitration process established pursuant to Article 12.
- (f) Neither party shall use lawyers to represent them.
- (g) All presentations shall be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (h) The parties shall equally share the costs of the fees and expenses of the Arbitrator.
- (i) Neither party shall appeal a decision of an expedited arbitration.

ARTICLE 13, SENIORITY

13.01 Definition

For purposes of this Agreement, seniority shall be defined as the length of an employee's continuous employment from the date of last hire, in a regular position, provided that regular part-time and regular seasonal employees shall accumulate seniority on the basis of their hours worked. "Hours worked" shall include all paid straight time hours, hours compensated while on 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.

Auxiliary employees shall accumulate seniority while on Workers' Compensation Benefits equivalent to the time they would have worked had there been no injury.

13.02 Probationary Period

- (a) *All newly hired regular employees shall serve a probationary period not exceeding six (6) consecutive months from the date of hire, during which period such employee may be terminated for just cause being a lesser test of suitability. Once regular employees have completed their probationary period they shall receive their confirmation in writing with a copy to the Union.*
- (b) *Notwithstanding (a) above, an employee who is the successful applicant for a posted vacancy shall have their time previously worked in the same position credited towards the probation period, subject to a minimum of three (3) consecutive months probation in the posted position.*
- (c) *An employee who has been converted from auxiliary to regular status, without a posting, shall not serve a further probationary period.*

13.03 Auxiliary Employee Seniority

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

- (i) *upon completion of the probationary period*
- (ii) *upon conversation from auxiliary to regular status.*

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

(b) *The Employer shall maintain a list of all auxiliary employees showing their place of employment, position, the date upon which each of the employee's services commenced and their current accumulated hours of service and shall send a copy of the list to the Union upon request.*

13.04 Seniority Lists

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

(b) *Past service in auxiliary hours of work shall be accrued and recorded for the purposes of this collective agreement. Such hours of work shall be maintained for the purposes of Article 14, Posting and Filling of Vacancies.*

13.05 Loss of Seniority

An employee shall lose seniority in the event:

- (a) *the employee is terminated for cause and is not reinstated;*
- (b) *the employee resigns;*
- (c) *the employee has been laid off from employment for longer than twelve (12) consecutive months, or fails to accept recall under Subsection 15.08 (b), or fails to report on the date and time required when recalled. Where the recall is for short periods of work (un-relating to his/her normal work season or cycle), an employee may refuse to report.*

13.06 Transfer Out of Bargaining Unit

Employees shall not be transferred or promoted out of the bargaining unit without their consent. Such employees shall retain the seniority they have acquired up to the date of leaving the unit but shall not continue to accumulate seniority for periods of service outside the unit. When an employee is transferred or

promoted out of the bargaining unit, he/she shall retain the right to return for a period of twelve (12) months and upon returning, he/she shall bump into a position consistent with his previously accumulated seniority, with the relative qualifications, experience, skill and ability on the basis of Section 15.03, provided such position is not higher than his/her former bargaining unit position. Junior employees displaced as a result shall likewise be eligible to bump.

ARTICLE 14, POSTING AND FILLING VACANCIES

14.01 Posted Vacancies

- (a) Where a regular vacancy occurs, or a new regular position is established, the Employer shall post a vacancy notice for a minimum period of eight (8) working days containing information relevant to the position (e.g. nature of position, wage/salary rate or range, qualifications and experience required, etc.).
- (b) Temporary and auxiliary vacancies shall not be posted under this Article, except that temporary and auxiliary vacancies which the Employer anticipates will exceed three (3) months shall be posted.
- (c) A posted notice of a vacancy shall include a closing date for acceptance of all applications for the position. All applications shall be in writing.
- (d) All posted or advertised vacancies shall include the following statement on the notice: "This is a Union position".

14.02 Factors Considered in Filling Posted Vacancies

- (a) The following factors shall receive consideration when filling posted vacancies: qualifications, experience, skill and ability. When these factors are equal among applicants for the position, the employee from among this group having the greatest seniority shall receive preference.
- (b) All determinations of qualifications, experience, skill and ability shall be made by the Employer. Whether such determinations were made in a fair and equitable fashion shall be subject to the grievance/arbitration procedures under this Agreement.

- (c) In any arbitration pursuant to Subsection (b) above, if the Union is first able to demonstrate that the senior employee (grievor) presently has the qualifications, experience, skill and ability to do the job in question, the Employer must then establish that such qualifications, experience, skill and ability are not equal to those possessed by the successful applicant.
- (d) *Notwithstanding 14.02(a) above, preference shall be given to the most senior outside employee who applies for the position provided that the senior employee possesses the qualifications, experience, skill and ability to do the work in question. This provision shall apply to all non-supervisory classifications in Pay Grade one (1) through Pay Grade four (4) of Schedule "A".*
- (e) A regular employee applying for a posted vacancy who lacks the formal educational or technical certification required in the position shall not be rejected solely on that basis if he is judged by the Employer as having sufficient experience, skill and ability to otherwise satisfactorily perform the work in question, provided always that such employee is currently enrolled in an appropriate course of study or is in some other fashion acceptable to the Employer currently preparing to achieve the necessary certification and provided further that the employee can be expected to achieve such certification within a period of time deemed reasonable by the Employer. In such circumstances, the Employer shall consider the employee as having already achieved the required certification at the time of the promotional competition. The employee shall compete for the vacancy on this basis and, if successful in winning that competition over other applicants on the basis of Subsection (a) above, he shall be awarded the position contingent upon successful achievement of such certification within the time limit established by the Employer for that purpose. If the employee fails to achieve such certification within this period, the employee shall revert to his former position.

14.03 Applications by Auxiliary Employees

- (a) Auxiliary employees shall be eligible to apply for any vacancy posted under this Article and filled on the basis of Article 14.02 (Factors Considered in Filling Vacancies). Provided always that the qualifications, experience, skill and ability of the auxiliary employee to perform the work in question is equal to that of an external applicant, the auxiliary employee shall receive preference.
- (b) Auxiliary employees who have completed their probationary period shall have seniority for purposes of applying for any posted position. An auxiliary employee's hours worked shall be recognized as seniority for the purposes of this Article.

14.04 Appraisal Period

When a currently employed regular employee is selected to fill a vacancy posted under Article 14.01 (Posted Vacancies), the employee shall serve an appraisal period not exceeding six (6) calendar months in the new position. During this period, the employee shall be returned to their former position and pay rate without a loss in seniority in the following circumstances:

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

14.05 Return to Former Position

A regular employee, who has been bumped by a more senior employee, or who has been notified of layoff and bumps a more junior employee pursuant to Article 15.03, and who remains continuously employed in some other regular position, shall receive preference in returning to his original position should it become vacant within twelve (12) calendar months of his having left that position, provided always that a more senior previously laid off employee who applies for such position having the required qualifications, experience, skill and ability to perform the work, shall always receive preference over the original incumbent in filling that position.

14.06 Employee Appraisal

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

14.07 Disclosure of Documents

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

14.08 On the Job Training

- (a) *When, in the Employer's opinion, operational requirements both warrant and permit and when it is practical from a financial perspective to do so, the Employer shall endeavour to provide on-the-job training to employees during normal working hours. The purpose of this training shall be primarily to maximize flexibility when assigning day-to-day work within a functional work unit and/or department and, secondly, to provide enhanced opportunity for employees to advance as permanent vacancies occur.*
- (b) *Training under this Article, may at the discretion of the Employer, take place between departments and may be provided to enable employees to obtain the qualifications or experience required in order to qualify for higher paid positions.*
- (c) *Additional Employer considerations when selecting employees for training under this Article shall be as follows in rank order:*
 - (i) *The present and future operating needs and efficiency of the department and/or work unit involved;*
 - (ii) *the relationship between an eligible employee's current work and the training to be offered;*
 - (iii) *the capabilities and past performance of the employees considered for training, and,*
 - (iv) *seniority.*
- (d) *Training of a more general nature or of interest to a number of employees in a given work unit or department may also be offered by the Employer under this Letter. Such training shall always meet the basic criteria set-out in the first sentence of Subsection (a), with employees being selected for such training on the basis of Subsection (c).*
- (e) *For purposes of this 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.*

ARTICLE 15, LAYOFF, RECALL AND BUMPING

15.01 Definition

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

- (a) the elimination of such position, or

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

15.02 Layoff Order

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

15.03 Bumping Rights

- (a) Within five (5) working days after being notified under Article 15.02 that they occupy a position designated for layoff, those regular employees who are not to be retained in that classification and department shall be given opportunity to exercise their seniority, vis-a-vis more junior employees, by indicating their desire to bump into an appropriate position(s) designated by the Employer for such purpose on the basis of Subsections (i) and (ii) below, provided always that the bumping employee has the required qualifications, experience, skill and ability to perform the work in question. All determinations of qualifications, experience, skill and ability shall be made by the Employer in a fair and equitable fashion. Failure to accept the bump into the designated position(s), when given the opportunity under this Article, shall result in the affected employee being laid-off and placed on the recall list.
 - (i) firstly, the most junior employee occupying a classification in a lateral pay grade; or failing that
 - (ii) the most junior employee occupying a classification in the next, or each subsequent lower, pay grade.
- (b) Upward bumping is not permitted under this Article, except where an employee's position has been re-evaluated to a lower pay grade and the employee did not bump another employee at that time, upward bumping shall be permitted the next time a lay-off occurs to that employee and only to a position in their former higher pay grade. Regular part-time employees may only bump other regular part-time employees.
- (c) When an employee bumps a more junior employee in accordance with

this Article, the employee shall be placed at the same increment step of the new wage grade as he occupied before so bumping.

15.04 Notice of Layoff

- (a) The Employer shall provide written notice to regular employees who do not bump a more junior employee in accordance with Article 15.03 and who, as a result, are to be laid-off and placed on the recall list, two (2) calendar weeks prior to the effective date of their layoff. Employees who have completed three (3) years' continuous service shall receive additional notice of one (1) calendar week, and for each subsequent completed year of continuous service an additional one (1) calendar week, to a maximum total of eight (8) calendar weeks' notice. If the employee is not given an opportunity to work the applicable notice period, he shall be paid for that portion of the notice period during which work was not made available.
- (b) Notice under this Article 15.04 shall not apply to temporary layoffs. A layoff not exceeding thirteen (13) weeks being defined as temporary.

15.05 Appraisal Period

- (a) A regular employee who bumps a more junior employee in accordance with Article 15.03; or who is recalled to employment in accordance with Subsection 15.08 (b), except when re-employed in the same position as occupied before the layoff, shall serve an appraisal period not exceeding six (6) months in the new position. During this period should the employee prove unable to satisfactorily perform the duties of the new position, the employee shall be laid-off and placed on the recall list.
- (b) In no event shall any employee be permitted to bump a second time as a result of the same layoff, except for medical reasons when a second bump may be permitted, provided always that the second bump takes place within six (6) months of assuming the first position.

15.06 Severance Pay

Within the five (5) working days of being notified of layoff under Article 15.04 and as an alternative to either bumping a more junior employee in accordance with Article 15.03, or working the notice period and being laid off and placed on the recall list, the affected employee may elect to resign and take severance pay in lieu of the balance of the notice period received and outstanding at the time of making such election; and by so electing, not work the balance of such notice period. Employees who elect to take severance pay under this Article shall be finally and conclusively terminated in all respects and shall not have recall or other rights under this Agreement.

15.07 Recall List

Regular employees laid off under this Article, and not bumping a more junior employee in accordance with Article 15.03, and not electing to take severance

pay in accordance with Article 15.06, shall be placed on the recall list in seniority order for a period not to exceed twelve (12) consecutive months. The Union shall be provided copies of all recall lists upon request.

15.08 Recall Rights

- (a) Laid-off regular employees on the recall list may make application, on the same basis as active employees, for regular vacancies posted under Article 14.01. Laid-off regular employees on the recall list, who do not apply for posted vacancies, shall receive no consideration when such vacancies are filled on the basis of Article 14.02
- (b) If the regular vacancy is not filled under Subsection (a), and in accordance with Article 15.09 below, the Employer shall then attempt to recall a former regular employee on the recall list having the required qualifications, experience, skill and ability to perform the work in question, before offering employment to a new employee. All determinations of qualifications, experience, skill and ability shall be made by the Employer in a fair and equitable fashion.
- (c) In no event shall the Employer be required to re-employ any former employee who has been laid-off and who remains on the recall list for longer than twelve (12) months.
- (d) Notwithstanding Article 15.08 (a) and (b), an employee who has been given notice of layoff and has chosen to bump in accordance with Article 15.03, 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 or more such employees seek recall to the same vacancy.

15.09 Recall Procedures

- (a) It shall be the responsibility of laid-off regular employees on the recall list to maintain their current telephone number and postal address with the Personnel Department (or its equivalent). When filling regular vacancies under Subsection 15.08 (b), and before offering employment to a new employee, the Employer shall attempt to contact a laid off regular employee on the recall list having the required qualifications, experience, skill and ability to perform the work in question, at the telephone number so provided, to instruct the employee of the date and time to report for work. Failing personal contact, the Employer shall send a registered letter to the employee's current postal address. Should the Employer be unable to contact the employee within ten (10) working days from the postal registration date, or should the employee either not accept the recall, or fail to report on the date and time required, the employee shall, subject to Subsection (d) below, lose all rights to recall.
- (b) The date and time to report may be extended by a maximum of ten (10) working days upon the approval of the Employer, should the employee have extenuating personal circumstances which make it impossible to report as required, provided always that the operational requirements of the Employer permit.
- (c) Employees on the recall list shall notify the Employer when they are to be temporarily away to provide a temporary phone number and address where the Employer will be able to contact them during such absence.
- (d) Employees shall have the right to refuse two (2) recalls to employment during their twelve (12) month recall period before losing their recall rights.

15.10 Status While on Recall List

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

15.11 Temporary Layoffs or Work Stoppages

- (a) Except for Subsection (b) below, this Article does not apply to temporary layoffs, or work stoppages of three (3) working days or less resulting from inclement weather, or other causes reasonably beyond the control of the Employer.

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

15.12 Special Placement

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

ARTICLE 16, HOURS OF WORK

16.01 Work-Week

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

16.02 Work-Day

(a) Inside Staff

The normal regular full-time work-day shall consist of seven (7) hours of work between the hours of 8:00 a.m. and 5:00 p.m. with one (1) hour unpaid lunch period.

(b) Outside Staff

The normal regular full-time work-day shall consist of eight (8) hours of work between the hours of 7:00 a.m. and 4:30 p.m. with a one-half (½) hour unpaid lunch period.

(c) RCMP - Clerical, Switchboard and Administration

The normal regular full-time work-day shall consist of seven (7) consecutive hours of work, Monday to Friday, between the hours of 7:00 o'clock a.m. and 5:30 o'clock p.m. with a one hour unpaid meal break. Notwithstanding Article 16.03, shift schedules may be changed to meet operational requirements, within these limits, by the employer upon five (5) days notice.

16.03 Variation of Working Times

Any variation in working times established in Sections 16.01 and 16.02 shall be a matter for discussion and agreement between the Employer and the Union.

16.04 Winter Road Maintenance

The Employer may post Winter Road Maintenance positions for the period between November and February. If there are insufficient applicants to satisfy the demand, the Employer may require, with five (5) days written notice, employees to work on winter road maintenance shifts to conform with the operational needs of the Public Works Group of the Engineering Department. Employees assigned to winter road maintenance shifts shall be covered by all the terms and conditions of the collective agreement, except for the following:

- (a) The normal regular full-time work-day shall consist of eight (8) consecutive hours of work between the hours of four o'clock (4:00) a.m. and one-thirty o'clock (1:30) p.m. with a one-half ($\frac{1}{2}$) hour unpaid meal break.
- (b) The normal regular full-time work week shall consist of five consecutive work-days, Monday to Friday inclusive.
- (c) Hours of work in excess of those set out above shall be paid at the appropriate overtime rate.
- (d) A shift differential of seventy cents (70¢) shall be paid for each straight-time hour worked between four o'clock (4:00) a.m. and eight o'clock (8:00) a.m. *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¢)*

16.05 Rest Periods

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

16.06 Reporting Pay

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

16.07 Irregular Schedules

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

ARTICLE 17, OVERTIME

17.01 Definition

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

- (a) inside staff: for work performed in excess of seven (7) hours in any work-day, or thirty-five (35) hours in a work-week;
- (b) outside staff: for work performed in excess of eight (8) hours in any work-day, or forty (40) hours in a work-week.

17.02 Overtime Rates

The overtime rate on a normal work day shall be one and one-half times ($1\frac{1}{2}x$) for the first three (3) hours and double time ($2x$) thereafter. The overtime rate for all work performed after 12:00 midnight and on Saturday and Sunday shall be double time ($2x$) except the first three (3) hours worked from 6:00 am to 12:00 noon on Saturday shall be at time and one-half ($1\frac{1}{2}$). Overtime rates shall be calculated on regular classification rates, shift differential excluded.

17.03 Saturday and Sunday Work

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

17.04 Time-Off in Lieu of Overtime

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

17.05 Call-Out

In the event of a call-out of a regular employee or auxiliary employee a minimum of two (2) hours pay will be paid at the appropriate overtime rate. If more than one call-out occurs during one shift, succeeding call-outs will be paid at actual time worked, travelling time to be included. The Employer shall attempt to call-out regular employees with the required abilities and qualifications prior to contacting auxiliary employees.

17.06 Standby

- (a) *In the Engineering and Public Works Department only regular full-time employees shall be placed on a roster that is rotated on a weekly basis. These employees shall be appointed by the Employer through a posting based upon its operational needs, seniority considered, from among the group of employees who, in the Employer's opinion, possess the necessary qualifications, experience, skill and ability, relative to the requirements of the job, to perform the work which might arise while on standby. Those employees so appointed after posting shall be rotated on a regular basis so that the standby work is distributed among them in a fashion deemed equitable by the Employer.*
- (b) *A regular employee designated by the Employer to be on standby shall be paid the following premiums:*
 - (i) *Ten (10) hours pay at their applicable rate of pay for each week in which the employee is on standby; and*
 - (ii) *Four (4) hours pay at their applicable rate of pay for each statutory holiday in which the employee was on standby.*
 - (iii) *For the purposes of (i) above, the regular employee on standby shall be on call from 4:30 p.m. Thursday through the week until 8:00 a.m. the following Thursday.*
 - (iv) *When the standby person goes out on a call they shall be paid at their applicable rate of pay.*
- (c) *Any employee required by the Employer to carry and to respond to communication devices such as, but not limited to, cell phones, electronic mail via computers, pagers or mobile radios outside their regular work schedule shall be paid as per (b) above.*
- (d) *Employees on standby may decline standby assignments upon two (2) weeks notice provided suitable replacements are available and/or the roster may be adjusted accordingly.*
- (e) *Employees on standby shall be provided with a vehicle, if available, by the City of Colwood at no cost to the employee, in order that the employee may respond directly to call-outs.*

ARTICLE 18, WAGES/SALARIES AND ALLOWANCES

18.01 Schedule "A"

- (a) *The salaries and wages to be paid shall be those set forth in Schedule "A" which is attached to and form part of this Agreement.*
- (b) *The Employer shall not increase the rate of pay of any employee beyond*

that set out in this collective agreement without the mutual agreement of the Union and such mutual agreement shall not be unreasonably withheld.

18.02 Shift Differential

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.

18.03 Pay While Receiving in Higher Rated Positions

- (a) When a regular employee is appointed by the Employer to perform the full duties of any higher paid position than his own *the employee* shall receive the rate of the higher position for the time spent in such higher position, subject to Subsection (b) below;
- (b) In the event the employee does not perform the full duties of the higher position, a pay adjustment in an amount determined by the Municipal Chief Administrative Officer, shall be made to compensate for the additional responsibilities assumed, which adjustment for inside staff shall not be less than one (1) pay grade above the employee's regular salary.

18.04 Hot Asphalt and MIP Premium

When in contact with hot asphalt or MIP an employee shall receive sixty cents (60¢) per hour in addition to their regular rate of *pay 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¢)*

18.05 First Aid Allowance

Effective the first of the month following ratification, 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 (\$55.00) dollars*
- *Effective January 1, 2009 the said allowance shall be sixty (\$60.00) dollars*
- *Effective January 1, 2010 the said allowance shall be sixty-five (\$65.00) dollars*

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

18.06 Certifications, Licenses, Permits and Professional Associations

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

18.07 Service Pay

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

ARTICLE 19, VACATION

19.01 Entitlement

- (a) In the first calendar year of service (January 1st to December 31st), vacation shall be granted to regular employees on the basis of one and one-quarter (1¼) working days for each month, or portion of a month greater than one-half, worked before December 31st. Regular employees commencing employment after September 1st of any year, shall be granted vacation pay from their starting date until December 31st of that year. Regular employees may elect to take their earned vacation during their first year of service provided they have been employed for six (6) months.

- (b) Vacation with pay shall be granted to other regular employees as follows:
 - (i) After first (1st) year to the end of fourth (4th) year: fifteen days.
 - (ii) Beginning the fifth (5th) year to the end of the eighth (8th) year: (18) days.
 - (iii) Beginning the ninth (9th) year to the end of the sixteenth (16th) year: twenty-three (23) days.
 - (iv) Beginning the seventeenth (17th) year to the end of the twenty-fourth (24th) year: twenty-eight (28) days.
 - (v) During the twenty-fifth (25th) year and each year thereafter: thirty (30) days.
 - (vi) During the thirtieth (30th) year of service and each year thereafter - thirty-three (33) days vacation per annum.

19.02 Work on a Vacation Day

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

19.03 Sick Leave During Vacation

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

ARTICLE 20, STATUTORY HOLIDAYS

20.01 Entitlement

Regular employees shall be paid for the following statutory holidays:

- | | |
|------------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Commonwealth Day | Christmas Day |
| Canada Day | Boxing Day |
| BC Day | |

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

20.02 Statutory Holiday Falling During Annual Vacation

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

20.03 Statutory Holiday Falling on a Rest-Day

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

20.04 Work on a Statutory Holiday

If any regular employee is required to work on the day that one of the above statutory holidays falls and is celebrated, he shall be paid an additional two times (2X) his regular pay for all such hours actually worked on that day.

20.05 Work on a Lieu Day

A regular employee who is required by the Employer to work on a lieu day designated for the employee pursuant to Section 20.03, Statutory Holiday Falling on a Rest Day, shall be paid in accordance with Section 17.02, Overtime Rates.

ARTICLE 21, SICK LEAVE

21.01 Definition

For purposes of this Article, sick leave is defined as those periods when a regular employee takes leave with pay, pursuant to Section 21.02, because the employee is ill or disabled for reasons not covered by W.C.B. and, as a result, is unable to attend work.

21.02 Entitlement

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

- (a) During the first twelve (12) months of service: one (1) day for each completed month of service commencing upon satisfactory completion of three (3) months of continuous service.
- (b) Upon completion of one (1) year of service and up to and including the fifth (5th) year of service: twelve (12) days per year.
- (c) Upon completion of the fifth (5th) year of service and up to and including the fifteenth (15th) year of service: eighteen (18) days per year.
- (d) Upon completion of the fifteenth (15th) year of service and each completed year of service thereafter: twenty-four (24) days per year.
- (e) The yearly sick-leave entitlements set-out in Subsections (b) through (d) above shall be advanced to employees on January 1st of each year of service. However, should the employment of such employee terminate for any reason before the yearly sick-leave entitlement advanced on this basis has been earned in that year, an adjustment shall be made to the employee's final cheque to repay such advance.

21.03 Proof of Illness

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

21.04 Sick Leave Accrual

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

21.05 Sick Leave Payout

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

21.06 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.

21.07 Subrogation

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

- (a) benefits received from the Employer as sick leave under Article 21 (Sick Leave), or
- (b) benefits received from the Insurance Corporation of British Columbia or a court action and designated as compensation for loss of wages, whichever is less.

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

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

- (a) *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 21.04) for the purposes of personal, emergency and family leave.*
- (b) *In order to be entitled to the paid leave pursuant to this Article, an employee must have and maintain a minimum of seventy-five (75) days in their accumulated sick leave bank.*

- (c) *An employee shall get prior approval for the leave from the employer and schedule the leave to meet operational requirements.*
- (d) *In the event of an emergency or unforeseeable occurrence the employee shall notify their supervisor of their absence as soon as practical.*

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

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

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

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

ARTICLE 23, NEW OR REVISED CLASSIFICATIONS

23.01 Job Descriptions

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

23.02 Pay Reviews

- (a) Where the work of a position changes sufficiently to warrant a reclassification, the employee, or the Union, involved may request a review of the pay rate for such position in writing.
- (b) Where a new position is established by the Employer, the rate of pay for such new position shall be established by the Employer for a period of six (6) months. The employee(s), or the Union, involved may request a review of this pay rate following the completion of this six (6) month period in writing.

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

ARTICLE 24, BEREAVEMENT LEAVE AND JURY AND COURT WITNESS LEAVE

24.01 Bereavement Leave

- (a) *Regular employees or auxiliary employees working full-time shifts in excess of three (3) continuous months may be granted up to three (3) regularly scheduled consecutive work days leave with pay, in the case of the death of a spouse (including common-law spouse), children, parents, brothers, sisters, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, grandparents and grandchildren, or any 2nd degree relative living at the same residence as the employee.*
- (b) *In the event the employee travels outside the Capital Regional District to attend the funeral, additional leave to a maximum of three (3) days will be granted, at the discretion of the Chief Administrative Officer.*

24.02 Jury and Court Witness Leave

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

ARTICLE 25, LEAVE OF ABSENCE UNION OFFICIALS

25.01 Leave for Union Business

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

25.02 Leave for Full Time Union Duties

- (a) An employee who has been offered a temporary or full-time position with the Canadian Union of Public Employees, the British Columbia Federation of Labour, or the Canadian Labour Congress shall be granted unpaid leave of absence without loss of seniority for *the term of their appointment*.

- (b) An employee elected to a full-time Union office shall be granted unpaid leave of absence for their term of office *without loss of seniority*. During such leave of absence, *the employee shall not receive any of the benefits of this Agreement, except as provided herein with respect to seniority. The Employer may repost the employee's position after a period of one (1) year; however, that employee shall retain bumping rights when they return to the bargaining unit.*
- (c) A request for such leaves shall be provided to the Employer in writing a minimum of thirty (30) days prior to the effective date of the leave.

25.03 Emergency Union Business

One (1) Union official, as named in Article 3.03, shall be allowed time-off without pay, to attend to emergency Union business arising from the operations of an Employer other than the City of Colwood, but under certification to Local 374, on short notice to a supervisory official designated by the Municipal Administrator, provided such time-off does not disrupt normal operations.

ARTICLE 26, MATERNITY, PARENTAL AND ADOPTION LEAVE

26.01 Length of Leave

- (a) 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.
- (b) 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.
- (c) 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.

(d) 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 and the child, is certified as suffering from a physical, psychological or emotional condition.

(e) Maximum Allowable Leave

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

26.02 Notice Requirements and Commencement of Leave

- (a) An employee who requests adoption or parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (b) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. In the case of adoption of a child, the employee shall provide as much notice as possible.
- (c) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- (d) An employee on maternity leave, adoption leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (e) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (f) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

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, adoption 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

- (a) An employee who suffers any illness or disability prior to commencing maternity leave shall be entitled to sick leave benefits.
- (b) A employee while on maternity leave, adoption leave or parental leave shall not be entitled to sick leave benefits during the period of leave.
- (c) Notwithstanding section 26.04, 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 (d) and 26.03 (e) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

26.05 Benefits

- (a) MSP, Dental, EHB and Group Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity, adoption and/or parental leave and the employee shall make arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared.
- (b) 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 Seniority

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

26.07 Supplementary Employment Insurance Benefits

- (a) *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.*
- (b) *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.

- (c) 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.*
- (d) 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.*
- (e) 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.*
- (f) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.*
- (g) Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time an employee is receiving benefits. Under this SEIB Plan the Employer does not guarantee any specific level of earnings but rather is liable only for the payment of the benefit 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.*
- (h) 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.*

ARTICLE 27, LEAVE OF ABSENCE

27.01 General Leave

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

27.02 Community Activities

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

27.03 Education Leave

Leave of absence for education, skills upgrading or such other training purposes, shall not be reason for loss of seniority. Continuation of all or a portion of the regular employee's benefits shall be determined in writing, prior to the granting of a leave under this Article. A regular employee shall be entitled to leave of absence with pay to write examinations towards upgrading his employment qualifications.

27.04 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).

27.05 Public Safety Services Leave

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

ARTICLE 28, BENEFIT PLANS

28.01 Medical Services Plan and Extended Health Benefits

- (a) The Employer shall contribute *eighty percent (80%)* of the monthly cost of a regular employee's participation in the B.C. Medical Services Plan, and the Extended Health Benefits Plan following completion of their probation period, provided that the employee agrees to contribute the remaining *twenty percent (20%)* through payroll deductions.

- (b) 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 his dependents 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*; eye examinations for each regular employee and dependents to a maximum of seventy-five dollars (\$75.00) every two (2) years; hearing aids to a maximum of two thousand dollars (\$2000.00) every five (5) years; Bluenet; and an unlimited lifetime maximum with no deductible.
- (c) 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 (100%) percent of the premium.

28.02 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 two thousand five hundred dollars (\$2,500)* for each eligible employee and eligible dependent). The Employer shall pay *eighty percent (80%)* of the monthly premium cost of the Dental Plan in each instance where the employee agrees to contribute the remaining *twenty percent (20%)* through monthly payroll deductions.

28.03 Group Life Insurance

- (a) Regular employees, following completion of their probation period, shall participate in the Group Life Insurance Plan 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. In addition optional dependent life insurance shall be available.
- (b) The cost sharing for Life Insurance as set out in clause (a) above shall be eighty percent (80%) Employer paid and twenty percent (20%) employee paid.

28.04 Effective Date of Benefit Coverage

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

28.05 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.

28.06 Municipal Pension Plan

- (a) *All newly hired regular employees shall participate under the Municipal Pension Plan, subject to the terms and conditions of such Plan, from their initial date of hire as a regular employee.*
- (b) A newly hired employee, who was previously participating under the Municipal Pension Plan or a reciprocal plan, shall immediately be enrolled in the Plan, provided the new hire has not withdrawn their previous contributions and provided the break in service of the employee is thirty (30) calendar days or less.
- (c) Auxiliary employees, who become eligible subject to the terms and conditions of the Pension Benefits Standards Act, may participate in the Plan.
- (d) *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.*

28.07 Death Benefit

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

28.08 Long Term Disability Plan

- (a) The Employer and the Union shall participate in the Long Term Disability Plan provided under the joint GVLRA/CUPE LTD Trust, or its successor trust when applicable, pursuant to the Trust Agreement executed by Trustees representing the Union and the Greater Victoria Labour Relations Association on behalf of the Employer effective January 1, 1987, which Trust Agreement may be amended from time to time by the Trustees.
- (b) All regular employees shall participate in this LTD Plan as a condition of continued employment. The required contributions for this coverage shall be as determined and amended from time to time by the Trustees and shall be shared equally by each employee through payroll deduction and the Employer (50% each), provided that in no event shall the total cost of such coverage exceed *three percent (3%)* of the total payroll for basic CUPE wages. Should the current benefits prove impossible to maintain for this *three percent (3%)* maximum in accordance with accepted actuarial accounting methods, the benefits shall be amended by the Trustees so that the *three percent (3%)* total cost is maintained.
- (c) The terms and conditions of this LTD Plan shall be as determined and amended from time to time by the Trustees, but in no event shall these benefits provide for other than the following, provided such benefits can be maintained for the total cost of *three percent (3%)* of payroll:
 - (i) A benefit level of 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%).*
 - (ii) A definition of disability which permits an employee to become eligible for benefits when completely unable to engage in his normal occupation for the first twenty-four (24) months of disability; and thereafter, when he is unable to engage in any occupation or employment for which he is reasonably qualified or may reasonably become qualified.
 - (iii) A *seventeen (17) week* qualification period from the date of disability during which no benefit is payable under the Plan.
- (d) 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.

28.09 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 Plan, Group Life Insurance and Dental Plan. While in receipt of Long Term Disability payments, contributions to Superannuation shall be waived and such status shall be reported to the Commissioner for Superannuation.
- (b) For recipients on Long Term Disability benefits the *eighty/twenty (80/20)* Employer/Employee premium cost sharing for the above plans shall remain for the first two (2) 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, for recipients on Long Term Disability benefits the eighty/twenty (80/20) premium cost sharing for the above plans shall remain for the first two years while on long term disability after which the benefit costs shall be shared fifty per cent (50%) by the Employer and fifty per cent (50%) by the recipient for the duration of the claim.

- (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.

28.10 Rate of Assessment

The assessed rate of contribution pursuant to clause 28.08(b) for the Employer and employees shall *be one (1%) percent*, being shared equally by the Employer *fifty percent (50%)* and by the employee *fifty percent (50%)* unless amended by the Trustees of the Plan.

Comment [L1]: This clause is not addressed in the green sheets or MOS

28.11 Early Retirement

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

28.12 Disposition of Employment Insurance Rebate

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

28.13 Severance Pay

After five (5) year's continuous service, unless employment is terminated for just cause, severance pay of one and one-half (1½) day's pay for each completed year of service shall be paid to regular employees leaving the service of the employer. Employees receiving severance pay under this Article shall not also be eligible for severance under Article 15.06 (Severance Pay).

28.14 Same Sex Relationships

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

28.15 Retirement Counselling

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

28.16 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.

28.17 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 29, OCCUPATIONAL HEALTH AND SAFETY

29.01 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.

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

The employer agrees to maintain the Workplace Hazardous Materials Information System in accordance with the Workers' Compensation Board Industrial Health and Safety Regulations.

29.03 Occupational Health and Safety Committee

The parties agree to establish an Occupational Health and Safety Committee as per the W.C.B. Regulation or be part of the Labour/Management Committee.

29.04 Computer Display Terminals

When an employee is required to monitor a computer display terminal which uses a cathode ray tube the following shall apply:

- (a) A pregnant employee shall have the option not to continue monitoring computer display terminals which use cathode ray tubes.
- (b) When a pregnant employee chooses not to monitor such computer display terminals, if other work is available she may be assigned to such work. Where a work assignment of this nature is not available an employee shall be placed on unpaid leave of absence until she qualifies for maternity leave.
- (c) In the event an alternate work assignment is not available and the employee is placed on unpaid leave of absence, the Employer shall continue to pay the Employer portion of the health and welfare benefits set out in Article 28.01, 28.02, and 28.03.

29.05 Clothing

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

29.06 Toilet Facilities

Wherever required, the Employer shall provide suitable toilet facilities on the job, for outside construction crews working in built-up residential areas.

29.07 Immunization

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

29.08 Boot Allowance

Effective January 1, 2002, 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 (\$65.00) dollars*
- *Effective January 1, 2009 the said allowance shall be seventy (\$70.00) dollars*
- *Effective January 1, 2010 the said allowance shall be seventy-five (\$75.00) dollars*

29.09 Uniforms

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

29.10 Employee and Family Assistance Plan

The employee and family assistance plan developed by the parties and implemented into the workplace shall continue.

ARTICLE 30, SEXUAL & WORKPLACE HARASSMENT

30.01 Sexual Harassment

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

30.02 Cases of sexual harassment shall be considered as discrimination and, if not resolved on a confidential basis pursuant to Article 30.01 above, shall be eligible to be processed as a grievance. In cases of sexual harassment, an Arbitration Board, shall have the power to transfer or discipline any person found guilty of sexually harassing an employee.

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

Sexual harassment examples may include but are not limited to:

- (a) engaging in a course of vexatious (annoying, irritating) comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome.
- (b) sexual solicitation or advance or inappropriate touching and sexual assault;
- (c) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

30.04 Personal Harassment

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

ARTICLE 31, DISCIPLINE AND EMPLOYEE RECORDS

31.01 Employee Records

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

31.02 Discipline

- (a) Any employee is subject to immediate dismissal or suspension for just cause
- (b) In meetings where disciplinary action is to be taken, the affected employee shall have the right to have a shop steward or other union representative present. The employee shall be advised of this right by the supervisor.
- (c) *The Employer shall give every reasonable consideration to a request in writing from an employee to remove from his personnel file any written letter of discipline. Any disciplinary document may be removed at the discretion of the Employer, provided a minimum of twenty-four (24) months has elapsed from the date of issuance, and there has been no further disciplinary action affecting the employee. Performance appraisals are not disciplinary documents.*

31.03 Union Notification

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

ARTICLE 32, BULLETIN BOARDS

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

ARTICLE 33, CONTRACTING OUT

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

33.02 All subcontractors must meet Workers' Compensation Board safety standards as set down by the Workers' Compensation Board.

ARTICLE 34, LABOUR-MANAGEMENT MEETINGS

34.01 *With a view to maintaining harmonious relations and to facilitate administration of this Agreement, the Employer and the Union agree to hold meetings to discuss any matters of mutual interest, provided that specific grievances as defined in Article 11 shall not be discussed. Such meetings are to be held every two months or with mutual agreement, on a more frequent basis. Such meetings are to be held within a reasonable time after a request by either party.*

ARTICLE 35, TERM OF AGREEMENT

35.01 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, 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.

35.02 Continuation Clause

Should either party give written notice to the other party in accordance with Section 35.01, 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.

35.03 Section 50 Excluded

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

35.04 Retroactivity

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

ARTICLE 36, LETTERS OF UNDERSTANDING

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

- 1. Salary Sharing for Auxiliary Employees
- 2. Job Sharing
- 3. Maintenance of the Modified Work Week Arrangements
- 4. *Cost of Living Allowance*

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

FOR THE EMPLOYER

FOR THE UNION

CHAIRMAN, GVLRA

PRESIDENT, CUPE, Local 374

DIRECTOR, GVLRA

VICE-PRESIDENT, CUPE, Local 374

MANAGER, GVLRA

SCHEDULE "A"
Hourly Rates

<i>Positions identified are as of 2008/01/15</i>							
			2%	1%	3%	3%	3%
			Jan 1/07	Jul 1/07	Jan 1/08	Jan 1/09	Jan 1/10
Grade	Position	Code	Rate (\$)				
1	no position		20.91	21.12	21.75	22.41	23.08
2	Labourer I Roads & Utilities	LBRU I	21.42	21.63	22.28	22.95	23.64
	Labourer I Parks	LBP I					
	Building Service Worker	BSW					
	Receptionists	REC					
3	Administration Assistant I	ADA I	21.93	22.15	22.81	23.50	24.20
	Labourer II Roads & Utilities	LBRU II					
	Labourer II Parks	LBP II					
4	Operator I	OE I	22.44	22.66	23.34	24.04	24.76
5	Operator II	OE II	22.95	23.18	23.88	24.59	25.33
6	Administration Assistant II	ADA II	23.46	23.70	24.41	25.14	25.90
7	Utility Tradesperson	UTP	24.48	24.72	25.46	26.23	27.01
	Accounting Clerk I	ACC I					
8	RCMP Clerks	RCMP	24.66	24.91	25.66	26.43	27.22
9	Junior Engineering Technologist	JET	24.99	25.24	26.00	26.78	27.58
	Administration Assistant III	ADA III					
	Public Works Assistant	PWA					
	Emergency Services Assistant	ESA					
	Chargehand Parks	CHP					
	Chargehand Roads & Utilities	CHRU					
10	Bylaw Enforcement Officer	BEO	26.37	26.63	27.43	28.25	29.10

			2%	1%	3%	3%	3%
			Jan	Jul	Jan	Jan	Jan
			1/07	1/07	1/08	1/09	1/10
Grade	Position	Code	Rate (\$)				
11	Building & Inspections Assistant	BIA	27.03	27.30	28.12	28.96	29.83
	Planning Assistant I	PLA					
12	Occupational Health & Safety Advisor	OHS	27.58	27.85	28.69	29.55	30.43
	Foreman Parks	FMP					
13	Court Liaison/Exhibit Clerk	CLO	27.61	27.89	28.73	29.59	30.48
14	no position		29.07	29.36	30.24	31.15	32.08
15	Planning Assistant GIS	PAG	30.60	30.91	31.84	32.79	33.78
	Intermediate Engineering Technologist	IET					
	Bylaw Enforcement Officer II	BEO II					
	Payroll / Accounting Clerk III	PAC III					
	Foreman Roads & Utilities	FMRU					
16	no position		32.13	32.45	33.42	34.43	35.46
17	Building Inspector	BIS	33.73	34.07	35.09	36.14	37.23
	Tradesperson III - Certified	TP III C					
18	Planner	PLN	36.29	36.65	37.75	38.88	40.05
	Civic Engineer I	CEG I					
	Accountant	DPT					
	Senior Engineering Technologist	SET					
19	Building Inspector III	BIS III	38.76	39.15	40.32	41.53	42.78
20	Chief Engineering Technologist	CET	41.30	41.72	42.97	44.26	45.59
21	no position		43.86	44.30	45.63	47.00	48.41

LETTER OF UNDERSTANDING NO.1

BETWEEN:

THE CITY OF COLWOOD
(hereinafter referred to as the "Employer")

AND

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

Salary Sharing for Auxiliary Employees

The parties agree as follows:

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

- (1) Persons employed under the government program shall be employed as auxiliary employees as defined in the Collective Agreement. Posting requirements will be waived by the Union if stipulated in the senior government guidelines.
- (2) The work involved in such projects would not have directly resulted in the recall to regular employment of any laid off regular employee currently on the recall list.
- (3) Each project application will be presented to the Union at least thirty (30) days prior to the deadline for the application to allow adequate time for review and/or consultation between the parties. This limit may be reduced by mutual agreement.
- (4) That such projects comply with the provisions of the Collective Agreement between the City of Colwood and CUPE Local 374.
- (5)
 - (a) That such projects provide new employment opportunities and do not displace existing jobs or regular or auxiliary employees.
 - (b) That the task involved in such projects is not one which has been done or could reasonably be expected to be undertaken by existing employees within the foreseeable future.

- (6) That the rates of pay and working conditions not specifically covered by the Collective Agreement between the City of Colwood and CUPE Local 374 are negotiated.
- (7) That no changes are made to projects after they have been approved by the Union without the agreement of the Union.

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

FOR THE EMPLOYER

FOR THE UNION

CHAIRMAN, GVLRA

PRESIDENT, CUPE, Local 374

DIRECTOR, GVLRA

VICE-PRESIDENT, CUPE, Local 374

MANAGER, GVLRA

LETTER OF UNDERSTANDING NO. 2

BETWEEN:

THE CITY OF COLWOOD
(hereinafter referred to as the "Employer")

AND

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

Job Sharing

The parties agree, during the life of the current Collective Agreement, to undertake an experiment in the concept of "Job Sharing" on the following basis:

- (1) The number of job sharing units (Pairings) shall be limited to one (1). That department where job sharing is to be permitted shall be identified by the Administrator or his delegate.
- (2) The job sharing unit (pairing) shall require the approval of the Administrator or his delegate, before being implemented.
- (3) There shall be no extra costs to the Employer as a result of undertaking this experiment.
- (4) The two employees involved in the job sharing unit (pairing) shall share the wages, benefits and conditions provided under the Collective Agreement, to a combined maximum which is the same as if one employee occupied that position. Where it is impossible to split a benefit or condition between the two employees, one or both of the employees shall be required to pay the additional costs incurred by the Employer in making that benefit or condition available to both. However, the calculation of salary increments and vacation entitlements shall be based on length of service, not hours worked.
- (5) In order to institute a job sharing unit (pairing), voluntary acceptance by the incumbent currently occupying that position is required. The other member of the pairing shall be selected by the Employer with the primary consideration being compatibility. It is understood that job sharing units (pairings) shall not necessarily be posted and employees seeking to be involved should make their interest known in writing to the Administrator. An internal posting will occur before recruiting an outside applicant.

- (6) 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.
- (7) When both incumbents or the Employer wishes to discontinue the combined assignment, the incumbent longest in the shared position shall be given preference over the junior incumbent in filling the full-time position. The junior incumbent shall be either laid off or "bump" a more junior employee in accordance with Article 15.03 of the Collective Agreement, on the same basis as any other regular part-time 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.
- (8) This Letter of Understanding may be cancelled by either party upon thirty (30) days written notice to the other party.

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

FOR THE EMPLOYER

FOR THE UNION

CHAIRMAN, GVLRA

PRESIDENT, CUPE, Local 374

DIRECTOR, GVLRA

VICE-PRESIDENT, CUPE, Local 374

MANAGER, GVLRA

LETTER OF UNDERSTANDING NO. 3

BETWEEN:

THE CITY OF COLWOOD
(hereinafter referred to as the "Employer")

AND:

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

Maintenance of the Modified Work Week Arrangements

It is the intent of the parties to continue to utilize the modified work week practices in existence in the City of Colwood as of January 1, 1995 subject to the following understanding:

- (1) Participation in a modified work week shall apply only to employees agreed to by the Union and Employer and shall be on a voluntary basis.
- (2) Subject to the approval of the Department head work schedules shall be set out in writing provided :
 - (a) that there shall be no increase in costs to the Employer (for example: replacement of staff or overtime due to the flexible work schedule).
 - (b) that the work schedule shall maintain the delivery of services to the public.
 - (c) that there shall be no loss of operational efficiency, and
 - (d) that the average weekly straight time hours of work, exclusive of meal breaks, shall be thirty-five (35) hours per week for inside workers and forty (40) hours per week for outside workers.
- (3) A sick day, vacation day, statutory holiday, or other paid leave from work shall be utilized in an hourly equivalent to the annual entitlement.
- (4) In an unforeseen circumstance that requires urgent action, the Employer may request an employee to work on the scheduled flex day provided another day off is granted within the following bi-weekly period. In other circumstances such work shall be paid at overtime rates as specified in the collective agreement.

- (5) A modified work week schedule shall operate expressly by mutual agreement and may be cancelled on reasonable grounds at any time by the Union or Employer upon (4) weeks written notice.

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

FOR THE EMPLOYER

FOR THE UNION

CHAIRMAN, GVLRA

PRESIDENT, CUPE, Local 374

DIRECTOR, GVLRA

VICE-PRESIDENT, CUPE, Local 374

MANAGER, GVLRA

LETTER OF UNDERSTANDING NO. 4

BETWEEN:

THE CITY OF COLWOOD
(hereinafter referred to as the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 374
(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 on this ____ day of January, 2008, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION

CHAIRMAN, GVLRA

PRESIDENT, CUPE, Local 374

DIRECTOR, GVLRA

VICE-PRESIDENT, CUPE, Local 374

MANAGER, GVLRA