

# **AGREEMENT**

**THE CORPORATION OF  
THE CITY OF VICTORIA**

**AND**

**THE UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS  
OF AMERICA, LOCAL 1598**

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

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## COLLECTIVE AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF VICTORIA,  
(hereinafter called the "City" or the "Employer")

AND:

THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA,  
LOCAL UNION 1598  
(hereinafter called the "Union")

WHEREAS the object of this Agreement is to promote peace and harmony between the City and the Union, and to facilitate the peaceful adjustment of all or any disputes and grievances between the parties and to prevent strikes and lockouts;

AND WHEREAS the City acknowledges the Union;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

### 1. TERM OF AGREEMENT

This agreement shall remain in full force and effect from the 1st day of January, **2007**, up to and including the 31st day of December, **2010**, and thereafter from year to year unless and until the same shall have been duly determined by notice in writing in accordance with the Statutes of the Province of British Columbia.

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.

### 2. RATES OF PAY AND BENEFITS

(a) Except as hereinafter provided in this Section, carpenters and joiners shall be paid for all time actually worked at the rates set out in Schedule "A" attached hereto. Medical, Dental and Life Insurance shall be as contained in Part II of Schedule "A".

(b) Hours of Work  
The normal working day for carpenters and joiners who are paid by the hour shall consist of eight (8) consecutive hours of work (exclusive of breaks for meals) between the hour of 8:00 a.m. and the hour of 5:00 p.m. on the same day, and the normal working week shall consist of five (5) consecutive normal working days from Monday to Friday inclusive. With mutual agreement of the parties, the 8:00 a.m. start time may be moved.

Where an employee is required to work outside his normally scheduled day shift, for one (1) or two (2) afternoon shifts, he shall be paid one and one-half times (1½x) his regular rate for all hours worked, after which the afternoon shift shall consist of seven (7) hours of work for which eight (8) hours straight time shall be provided.

(c) Overtime Defined

All hours that an employee is authorized or required to work in excess of eight (8) in any one day or shift shall be considered as overtime hours. Irrespective of the total hours worked, all hours that any employee is authorized or required to work beyond the time that his workday or shift normally ends shall be considered overtime, subject to Section 2 (b) and (d) herein.

(d) Overtime Rate

(i) The overtime rates shall be one and one-half times (1½x) the regular rate for the first three (3) hours of overtime worked, and two times (2x) thereafter. The overtime rate for all overtime work performed after 12:00 noon on a Saturday, for overtime work performed after 12:00 midnight on any day and for overtime work performed on a Sunday shall be two times (2x) the regular rate. Overtime rates shall be calculated on regular classification rates, shift differential excluded.

(ii) In the event an employee has completed five (5) consecutive days of work, and is assigned another work week without any days of rest, the sixth and seventh day at work shall be at double time (2x) rather than straight time.

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

(iv) The Employer will endeavour to equitably distribute overtime **on an annual basis** amongst employees of the same classification who are willing and qualified to perform the available work.

(v) In the event a disproportion occurs the employee(s) in question will be offered the next available overtime until a balance is achieved.

(e) 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.

(f) Reporting Pay

Any employee requested to report to a job and not being required to work shall receive not less than two (2) hours pay. However, if the employee commences work he shall receive not less than four (4) hours pay.

(g) Call-Out

(i) Call-out shall be defined as an authorized or required unscheduled return to duty following completion of an employee's normal work-day/shift or work-week.

(ii) Employees answering to call out duty shall be paid three (3) hours at the overtime rate as provided in Article 2(d), or, time worked plus (+) travel at the overtime rate, whichever is greater, except that where more than one (1) call out is required of the same employee during any period of eight (8) consecutive hours, the employee shall be paid at the rate of one and one-half times (1½x) the regular rate for all time worked, including travel, for the second and subsequent call-outs.

(h) First Aid Allowance

An employee required to possess an Occupational First Aid Certificate and when designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance:

Level 1 Occupational First Aid Certificate – twenty five cents (\$.25) per hour

Level 2 Occupational First Aid Certificate – fifty dollars (\$50.00) bi-weekly  
**and:**

- **Effective January 1, 2008 the said allowance shall be fifty-five dollars (\$55.00)**
- **Effective January 1, 2009 the said allowance shall be sixty dollars (\$60.00)**
- **Effective January 1, 2010 the said allowance shall be sixty-five dollars (\$65.00).**

Level 3 Occupational First Aid Certificate – sixty dollars (\$60.00) bi-weekly  
**and:**

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

The cost of certification and re-certification and paid time off work to attain such

shall be borne by the Employer for those regular employees required to hold a valid Level 2 or Level 3 Occupational First Aid Certificate.

(i) Temporary Vacancies

When an employee is assigned to fill a foreman or supervisor position on a temporary basis, he shall receive the rate of the higher classification to which he has been assigned.

(j) Bi-weekly Pay

(i) The salaries to be paid shall be those set forth in Schedule A which are attached to and form part of this Agreement. Employees shall be paid bi-weekly. The regular pay day shall be every second Friday.

(ii) All current up to date vacation, sick leave and banked overtime entitlements will be included with/on the pay stub.

(k) Retirement

The City shall pay an employee who retires after having reached the minimum retirement age set out in the Municipal Pension Plan of British Columbia a sum of money equal to one calendar month's basic salary at the rate applicable to the employee at the time of retirement.

(l) Indemnification

**Employees shall be indemnified against claims for damages in accordance with the Indemnification by-law of the City of Victoria No. 87-196 as adopted October 8, 1987.**

### 3. UNION SECURITY

(a) Where carpentry work is to be performed by the City, the City will utilize members of Local Union 1598 on those projects for renovations, construction, and fabrication. Carpentry work shall be defined as work normally performed by carpenters and assignments where the skills and abilities of a carpenter are required. This shall include but is not necessarily limited to the carpentry assignments of work on retaining walls, new bleachers and new wooden fencing. Exceptions shall be in work assignments of minor repairs and incidental maintenance.

(b) A carpenter from the Public Works yard shall be designated, by a posting, to work in the Parks Department on an as required basis when carpentry work assignments are to be made.

- (c) When carpenters are required by the City, competent Union journeymen shall be hired provided that such Union men are available. If Union men are not available, other carpenters may be employed, it being understood that such other men are to be replaced by the City with Union men when they are available and the onus in this regard to see that they are replaced shall be upon the Union and not upon the City.
- (d) Upon receipt of written authorization from the employee, the Employer shall each month deduct from each Union member and remit to the Union, all Union dues, initiation fees and assessments levied in accordance with the Constitution and Bylaws of the Union.

#### **4. NO STRIKES OR LOCKOUTS**

During the term of this Agreement there shall be no lockout by the Employer or any person acting on behalf of the Employer, nor shall there be any strike or withdrawal of services on the part of the Union or any of the employees. The Employer shall not request, require or direct employees within this unit to perform work resulting from legal strikes which would normally be performed by those on strike, nor shall the employees within this unit be required to cross any legal union picket line resulting from a legal strike as defined in the Labour Relations Code of B.C. and such employee shall be deemed to be on unpaid leave.

#### **5. SENIORITY, LAYOFF AND DISCHARGE**

- (a) Seniority  
When the City increases or decreases the working forces and, when the skill, ability and efficiency of the men concerned are equal, length of service with the City in their classification, as defined in the following clauses, shall be the determining factor in deciding the order of rehiring and layoff as the case may be.

The City agrees that the Shop Steward and the Union will be advised of the order of layoff one (1) week prior to said layoff when possible under normal circumstances. When it is not possible to give one (1) week's notice, notice shall be given immediately when the information is available.

In the application of this Section and all clauses thereto, where discretion prevails, said discretion will not be used in an arbitrary or discriminatory manner.

No journeyman or apprentice employee shall attain seniority (regular employee) standing until he has completed a probationary period of six (6) continuous months employment from the date of last hire, during which period the employee may be terminated for any reason, without reference to any other Article of this Agreement.



The City will have the right to temporarily retain employees out of seniority if, at the time of laying off, the employee junior to those being laid off is engaged in a specific short term job; the temporary retention shall not be for more than four (4) working days.

A regular employee shall continue to accumulate seniority while on Workers' Compensation Board benefits for the duration of time that they would have been actively at work.

Seniority shall only be accumulated pursuant to this collective agreement and shall not be ported from another bargaining unit within the City.

A regular employee shall lose seniority in the event:

- (i) He is terminated for cause and is not reinstated
- (ii) He resigns
- (iii) He has been laid off from regular employment for longer than twelve (12) consecutive months.

(b) Layoff Notice

The Employer shall provide written notice to regular employees who are to be permanently laid off two (2) calendar weeks prior to the effective date of such 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 has not been 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. The Union shall be notified of all layoffs under this Article.

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

- (c) The Union undertakes to supply capable carpenters for the work as required by the City.

## 6. TOOLS AND PROTECTIVE EQUIPMENT

### (a) Tools

- (i) The tools of a carpenter when hired shall be in good condition, and shall be kept in good condition on City time.
- (ii) When the use of patent mitre boxes or power machines is desirable at the insistence of the City for the better carrying out of the work, the City shall supply them.
- (iii) The Employer shall pay a tool allowance, at the rate of fifteen cents (15¢) per straight time hour to carpenters who are required by the Employer to provide their own hand tools as a condition of employment, and who use such tools in the normal course of their daily duties.**

### (b) Raingear

An issue of raingear will be provided without cost, to employees who have completed their probationary period. Unusable raingear shall be replaced upon return. Raingear shall remain the property of the Employer and shall be returned upon termination, lay-off or retirement.

### (c) Eye Protection

Fifty percent (50%) of the out-of-pocket cost of Prescription CSA approved safety glasses with permanent side shields purchased by employees will be reimbursed by the City once within any two (2) year period.

### (d) Hearing Protection

Where requested and once within any two (2) year period, the Employer will pay one-half (½) the cost of Custom Fit Hearing Protection earplugs provided such protection is available in the Greater Victoria area.

(e) Boots

To replace existing safety footwear for regular employees who have passed their probationary period, the Employer shall utilize a "chit" system and contribute sixty (\$60.00) dollars annually towards the purchase of footwear required by Worker's Compensation Board Regulations and:

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

(f) Coveralls

The Employer shall provide each carpenter coveralls as required.

(g) Gloves

**The Employer shall provide gloves to employees as required.**

## 7. JOB STEWARDS AND ACCESS

- (a) Job Stewards shall be recognized on all jobs and they shall not be discriminated against.
- (b) Job Stewards shall be granted reasonable time off work without loss of regular wages when meeting with representatives of the Employer for the purpose of:
- (i) grievance meetings up to and including Step 3;
  - (ii) union-management meetings established pursuant to the Labour Relations Code;
  - (iii) other meetings called at the request of the Employer, attended by agreement of the Steward.
- (c) Business Agents are to have access during luncheon period to all jobs covered by this Agreement in the carrying out of their regular duties, but at other times they shall first obtain permission from the City, or the superintendent, or man in charge of the job.

## 8. GRIEVANCE PROCEDURE

- (a) "Grievance" means any difference by the persons bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including discharge for cause alleged to be unjust by the Union; and "party" means one of the parties to this Agreement. Discharge shall not include layoff of employees for reason of project efficiency or reduction of forces on suspension or completion of work.
- (b) No grievance will be entertained by either party or an arbitrator unless instituted by the aggrieved party within thirty (30) days of its occurrence, except that a grievance arising out of alleged unjust discharge must be instituted within fifteen (15) days of its occurrence.
- (c) Matters to be dealt with under this clause will normally be discussed during working hours.
- (d) The Union and the City mutually agree that when a grievance arises, coming under the terms of this Agreement, it shall be taken up in the manner as set out below. All grievances shall be finally and conclusively settled without stoppage of work as required under the Labour Relations Code.
- (e) The job steward or business agent shall first discuss the grievance with the foreman or superintendent, and if they agree their decision shall be final. An employer shall first discuss the grievance with the business agent.
- (f) Failing settlement within two (2) days of the grievance, the particulars thereof shall be set out in writing by either party and shall be delivered to the other party, and they shall forthwith confer upon the matter, and if they agree their decision shall be final.
- (g) If the grievance is not settled pursuant to the above paragraphs within five (5) days, or such longer time as the parties agree to, then it shall be referred to an arbitration board of three (3) persons composed as follows:
  - (i) The party desiring arbitration shall appoint a member for the board and shall notify the other party in writing of its appointment and the particulars of the grievance in dispute.
  - (ii) The party receiving the notice shall within three (3) days, appoint a member of the board and notify the other party of the appointment.

- (iii) The two (2) arbitrators so appointed shall confer to select a third person to be a chairman. The chairman will be selected within three (3) days of the two arbitrators being appointed and failure to so appoint shall result in referral to the Labour Relations Board for appointment.
- (h) The arbitration board shall hear the parties, establish if the grievance is properly before them, settle the terms of the question to be arbitrated, determine if the matter is arbitrable, and make its award within five (5) days of appointment of the chairman, except when the time is extended by agreement of the parties. The board shall deliver its award in writing to each of the parties, and the award of the majority of the board shall be final and binding on the parties and shall be carried out forthwith.
- (i) Each party shall pay his own costs and expenses of arbitration, the remuneration and disbursements of his appointees, and one-half the expenses of the chairman.
- (j) In the event that, after having initiated a grievance in writing, an employee endeavours to pursue the matter through any external jurisdiction other than the grievance procedure, then the Union agrees that pursuant to this Article and after fourteen (14) days of initiating the written grievance, the grievance shall be considered to have been abandoned.

## **9. WORKERS' COMPENSATION ACT**

- (a) It is understood and agreed that the parties to the Agreement shall at all times comply with the accident prevention regulations of the "Workers' Compensation Act" and any refusal on the part of the workman to work or to continue to work in contravention of such regulations shall not be deemed to be a breach of this Agreement. The Union recognizes the importance of safety and urges co-operation at all times on issues of safety.

### **(b) Workers' Compensation and Wages Upon Leave**

**Where an employee suffers from a disease or illness or incurs personal injury and the employee is entitled to compensation therefore under the Workers' Compensation Act, the employee shall be compensated as follows:**

- (i) **Temporary employees claiming Workers' Compensation benefits will be placed on leave without pay at the end of the shift they were working at the time of injury. The WCB will pay benefits directly to the temporary employee.**

- (ii) **Regular employees claiming Workers' Compensation leave will be placed onto WCB payroll status beginning the day or shift after they cease work subject to the following:**
  - (a) **Because the Employer will be paying the employee, any wage loss benefits received from the WCB will be paid to the Employer.**
  - (b) **Regular employees may receive pay equal to that provided by WCB (e.g. ninety percent (90%) of net) only for the number of days equal to their paid sick leave, vacation and banked overtime entitlements. This will be done provided that the employee gives written pre-authorization for the Employer to deduct time from paid entitlements should the WCB deny the claim. Otherwise, the employee will be on a leave of absence without pay.**
  - (c) **If a regular full-time employee's claim is accepted by the WCB, there will be no debit of the employee's paid entitlements.**
  - (d) **If a regular employee's claim is denied by the WCB adjudicator, the employee's paid entitlement will be debited to cover the time off work.**
  - (e) **If a claim is subsequently accepted due to appeal, the appeal decision will be implemented at that time.**

(c) **Immunization**

**Employees whose duties may expose them to the hepatitis virus shall, if requested by the employee, be immunized against Hepatitis A and B at the Employer's expense.**

**10. ANNUAL AND STATUTORY HOLIDAYS**

Paid annual holidays for permanent employees shall be as follows:

- (a) Permanent employees leaving the service in less than twelve (12) working months from the date of appointment, shall be granted 6% annual holiday pay from their commencement of continuous service to termination date.
- (b) Where a permanent employee has worked a working year as defined by the "Annual Holidays Act, 1956" he shall be entitled to the following schedule of annual holidays:
  - after having served for one (1) full year and up to and including the fourth (4th) calendar year - fifteen (15) working days per year.

- beginning the fifth (5th) and up to and including the eighth (8th) calendar year of service - eighteen (18) working days per year.

-beginning the ninth (9th) and up to and including the sixteenth (16th) calendar year of service - twenty-three (23) working days.

-beginning the seventeenth (17th) and up to and including the twenty-fourth (24th) calendar year of service - twenty-eight (28) days per year.

-beginning the twenty-fifth (25th) and up to and including the twenty-ninth (29th) calendar year of service - thirty (30) days vacation per annum.

- beginning the thirtieth (30th) year of service and each year thereafter - thirty-three (33) days vacation per annum.

Such holidays shall be granted by the head of the department when the employee can best be relieved from his duties. Annual holidays granted in accordance with the above schedule are to be considered to have been taken each year unless written approval is received from the Personnel Director for accrual of the whole or part thereof. It is understood by the parties that at the written request of an employee the Employer shall make every effort to grant permanent employees' holiday requests, including a minimum of one (1) week of holidays during the school summer vacation period.

- (c) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive holidays, or pay in lieu thereof, for any proportional holidays earned prior to their termination date on the basis of one-twelfth (1/12th) of their holiday entitlement for that year for each month or portion of a month greater than one-half (1/2) worked from the anniversary of the starting date to the date of termination.

PROVIDED THAT:

- (i) "calendar year" for the purposes of this Agreement shall mean the twelve-month period from January 1st to December 31st, inclusive;
- (ii) in all cases of termination of service for any reason, adjustment will be made for any overpayment for holidays.

It shall be a condition of employment by the City that no employee shall be entitled to receive any pay for his regular holidays if he, during the said holiday period, engaged in any work for which he received from any other party than the City, salary, wages or any allowance in lieu thereof.

- (d) After a minimum of three (3) months at a higher rate of pay (than the employee's normal classification rate), in each calendar year, the employee's annual holiday pay shall be pro-rated to recognize the higher rate.
- (e) In addition to the above annual holidays, the following shall be considered statutory holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, the day following Christmas Day, and all general holidays proclaimed by the City of Victoria, the Province of British Columbia and/or the **Federal Government**. No deduction in the wages or salaries of any permanent employee shall be made on account of the above-mentioned statutory holidays occurring during regular work periods.

Probationary (permanent) employees will be granted a statutory holiday after thirty (30) days of employment where such employee has earned wages for at least fifteen (15) working days during the thirty (30) calendar days immediately preceding the statutory holiday.

No additional pay shall be paid if a statutory holiday occurs and is celebrated outside the regular work period. If a statutory holiday occurs outside the regular work week, a day off shall be taken immediately preceding or following the statutory holiday with no reduction in pay.

Statutory holidays as defined above, falling within a vacation period, shall be allowed in addition to said vacation period at a time to be mutually arranged between the employee and the head of the department.

The rate to be paid for all hours worked by permanent employees on statutory holidays shall be two (2) times such employee's classification rate. This rate shall be paid in addition to the normal pay the employee would receive for that day had he not worked.

## 11. SICK LEAVE

- (a) In the case of illness with the result that a permanent employee is unable to attend work, he shall be entitled to be granted leave of absence with pay in accordance with the following schedule, commencing January 1, 1979. The Employer reserves the right to require satisfactory proof of illness from a qualified medical practitioner before any sick leave is granted. Employees shall, immediately upon returning to their duties, apply in writing to the head of the department, stating the nature of the illness which caused the absence. This application shall be filed with the **Employer**. Nothing in this Article shall constitute a claim upon the City for compensation in case the **Employer** decides not to grant the application.



- |     |     |  |  |
|-----|-----|--|--|
| (b) | (i) | <u>Employee Time</u><br>For the first year | <u>of Full Pay</u><br>One working day per month from the date of permanency. |
|     |     | 2nd to the end of 5th year                 | 12 working days for each year  |
|     |     | 6th to end of 15th year                    | 18 working days for each year  |
|     |     | After 15th year and up                     | 24 working days for each year.   |
- (ii) The yearly sick leave entitlements set out 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.
- (c) For employees hired after September 17, 1984, the unused sick leave entitlement shall accrue and be available to employees as provided in Article 11 at the rate of one hundred percent (100%) during the first five (5) years of employment; at the rate of sixty-six and two-thirds percent (66 2/3%) from the sixth (6th) year to and including the fifteenth (15th) year of employment; but in the sixteenth (16th) year and each year thereafter, the amount of accrual shall be fifty percent (50%) of the unused entitlement . The maximum total accrual allowable to any one employee under this Subsection shall be twenty-six (26) weeks.
- (d) Where the Employer requires a medical report during an examination of the “duty to accommodate”, the Employer shall pay the doctor directly.**

**12. EFFECT OF ABSENCE ON SICK LEAVE, VACATIONS AND STATUTORY HOLIDAYS**

- (a) Eligible 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.
- (b) Eligible employees shall not earn vacation, sick leave and statutory holidays while they are on:
- (i) paid Sick Leave longer than six (6) consecutive months;
  - (ii) Long Term Disability Plan;

- (iii) 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).
- (iv) Workers' Compensation in excess of ninety (90) consecutive days;
- (v) Maternity Leave.

### **13. LONG AND FAITHFUL SERVICE AWARD**

In addition to annual and statutory holidays as defined in Article 10, where a permanent employee has served continuously for a period of thirty (30) years, he shall become entitled to one (1) calendar month's leave of absence with pay as a reward for long and faithful service.

### **14. LEAVES OF ABSENCE**

#### **(a) General Leave of Absence**

- (i) The Employer shall give reasonable consideration to requests for leaves of absence without pay. Benefit coverage shall be according to the provisions of Schedule "A" Part II.
- (ii) Leave of absence for education, skills upgrading or such other training purposes, as may be approved by the department head and the Director of Human Resources, shall not be a reason for loss in seniority. Continuation of all or a portion of the employee's benefits shall be determined in writing, prior to the granting of leaves of absence for this purpose.

#### **(b) Maternity, Parental and Adoption Leave**

##### **(i) 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 or date the child comes within the care and custody of the employee.

**(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) consecutive 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, 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.

**(ii) Notice Requirements and Commencement of Leave**

**(a)** An employee who requests adoption or parental leave 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 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.

(iii) **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 Article 2(a) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

(iv) **Sick Leave**

- (a) An employee who suffers any illness or disability prior to commencing maternity leave shall be entitled to sick leave benefits.
- (b) An employee while on maternity leave, adoption leave or parental leave shall not be entitled to sick leave benefits during the period of leave.

(c) Notwithstanding paragraph (b), an employee on maternity leave, adoption leave or parental leave who has notified the Employer of their intention to return to work pursuant to Articles 14(b)(ii)(d) and (e) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

(v) **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 be subject to the provisions of the Municipal Pension Plan.

(vi) **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 nine hundred and ten (910) hours 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.

(vii) **Seniority**

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

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

- (i) 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 11(c)) for the purposes of personal, emergency and family leave.

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

(d) **Leave for Union Business**

- (i) Time off with pay shall be granted to official representatives of the Union by the Employer, when it becomes necessary to transact business in connection with matters affecting both parties to this Agreement; and without limiting the generality, shall include Union-Management meetings, grievance meetings and arbitration hearings. The official representatives of the Union granted time off with pay under this Article shall be limited to one (1) in number. One (1) official representative of the Union shall be granted time off work with pay for the purposes of collective bargaining.
- (ii) Time off without pay may be granted to representatives of the Union upon written reasonable notice to the Employer when it becomes necessary to transact business in connection with matters affecting members of the Union or to attend Union education courses or conventions. The Employer will give full consideration as to whether or not the requested time off will be granted.

(e) **Jury Duty Leave**

All time lost by an employee due to necessary attendance on jury duty, or on call for jury duty, or when required by subpoena to attend court as a witness in an official capacity connected with his employment in the City or relating to his knowledge of City work, shall be paid for at the difference between their regular pay and the amount they received for such jury duty, provided however that any such employee shall make themselves available for work before or after being required for such jury duty, whenever practicable.

(f) **Compassionate Leave**

All employees will normally be granted compassionate leave with pay for the purposes of grieving as follows:

- (i) death of a family member (family member includes spouse, common-law spouse, **same-sex spouse**, parents, children, step children, step parents, brother, sister, in-laws, grandparents, grandchildren, foster parents, foster children, or any other relative who has been living at the same residence as the employee) - up to three (3) days;
- (ii) the Employer may also authorize reasonable travel time with pay to a maximum of two (2) additional days in instances where such time is deemed appropriate as a result of the location where the employee shall be attending the funeral.
- (iii) other than the compassionate leave mentioned above, employees may be granted leave with pay for short periods to attend a funeral or act as a pallbearer – up to one half ( ½ ) day per year.

Note: Definition for "common-law" spouse shall be as contained in the Workers' Compensation Act of B.C.

## **15. TECHNOLOGICAL CHANGE**

Where the City introduces, or intends to introduce a technological change, that:

- (a) affects the terms and conditions, or security, of employment of a significant number of employees to whom a collective agreement applies; AND;
- (b) alters significantly the basis upon which a collective agreement was negotiated;

either party may refer the matter to an arbitration board under the collective agreement.

## **16. APPRENTICES**

- (a) When the City requires an apprentice(s), the Union will be consulted. If requested by the City, the Union will provide appropriate candidates from which the City may select an apprentice who shall be indentured by the Union.
- (b) Upon completion of the probationary period the apprentice, if not a Union member, shall be required to make application for membership in the Union.
- (c) The ratio of apprentices to journeyman shall not exceed one (1) apprentice to two (2) journeymen.



- (d) The rate of pay for an apprentice shall be a percentage of the journeyman rate (Schedule “A” – Part I Hourly Rates) as follows:

From the initial date of hire to completion of 1 <sup>st</sup> year	60%
From the start of the 2 <sup>nd</sup> year to completion of 2 <sup>nd</sup> year	70%
From the start of the 3 <sup>rd</sup> year to completion of 3 <sup>rd</sup> year	80%
From the start of the 4 <sup>th</sup> year to completion of 4 <sup>th</sup> year	90%

An apprentice shall be eligible to move from one year to the next provided the apprentice has completed the program technical training or is enrolled to complete the technical training within the next twelve (12) month period. (For example: an apprentice who moves to 2<sup>nd</sup> year 70% is enrolled in or will complete Level 1 technical training prior to advancing to 3<sup>rd</sup> year 80%).

#### 17. RETROACTIVE PAY

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.

#### 18. DANGER PAY

- (a) Employees working in ditches eight (8) feet or greater in depth, or working on the super structure or below the deck of the Johnson Street or Point Ellis Bridges, in accordance with the following interpretations, shall receive premium pay of sixty cents (60¢) per hour over and above the employee's standard rate while so employed **and**:
- Effective January 1, 2008 the said premium pay shall be increased to sixty five cents (65¢) per hour
  - Effective January 1, 2009 the said premium pay shall be increased to seventy cents (70¢) per hour
  - Effective January 1, 2010 the said premium pay shall be increased to seventy-five cents (75¢) per hour.
- (b) Ditches: Working in ditches for sewers, surface drains, water mains or laterals, where the mean depth below the average ground level is eight (8) feet or greater. The average depth to be decided at the sole discretion of the **Director** of Engineering/Parks, who shall, if the conditions are met, authorize payment. It is the responsibility of the individual Leadhand to advise the Supervisor that conditions are such that danger pay should be considered. Danger pay will apply only to those employees working in the ditch and not to those on the same job but not working under the same conditions.

- (c) Working on Johnson Street or Point Ellis Bridges: Employees working, painting, chipping, or similar work on the super structure or below the deck of either the bridges are eligible for danger pay. It shall not apply for employees working on the deck or level areas. This pay shall not apply to normal maintenance routines of any nature.
  - (i) The Foreman on the bridge is responsible for keeping a record of the time spent by employees under the hazardous conditions, clearly separating these hazardous conditions times from the normal conditions. The payment of danger pay to be at the sole discretion of the Superintendent of Public Works.
  - (ii) This danger pay shall not apply to employees who do normal maintenance duty, or normal duties on Johnson Street Bridge.
- (d) Danger Pay will apply to those employees who are required to work at heights that require use of safety fall arrest equipment.

## 19. DIRTY PAY

- (a) **Premium**  
A premium of one-quarter (1/4) time in addition to an employee's regular rate of pay shall be paid to an employee working in conditions described in clauses (c), (d) and (e) below.
- (b) **Minimum Payment**  
An employee shall receive a minimum payment of not less than one-half (1/2) hour of dirty pay premium for working in conditions described in clauses (c), (d) and (e) below.
- (c) **Raw Sewage**  
The premium shall apply to employees working in:
  - (i) raw sewage;
  - (ii) a tank, septic tank, siphon or other underground container which holds raw sewage;
  - (iii) sewer line construction or maintenance where the employee is required to be in contact with raw sewage;
  - (iv) other similar instances subject to the approval of the Employer.
- (d) **Confined Spaces**  
The premium shall apply at the discretion of the Employer when an employee is required to work in confined spaces as defined by Worksafe BC regulations.

- (e) **Safety Tyvek Apparel**  
The premium shall apply to employees required by Worksafe BC regulations to wear Tyvek suits when working in areas where exposed asbestos, lead, carcinogenic material or other such hazards are present.
- (f) **Supply of Water**  
Where potable water is not readily available at a job site where an employee is exposed to raw sewage or is wearing a Tyvek safety suit, the Employer shall supply bottled water.
- (g) **Other Conditions**  
The premium shall apply at the discretion of the Employer when an employee is directed to work in an environment where there is a high risk of exposure to obnoxious bio-hazards (hypodermic needles, etc.) or where an employee is directed to clean up such material..

## **20. CONTRACTING OUT**

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

## **21. DISCIPLINE**

- (a) The Employer will give every reasonable consideration to a request in writing from an employee to remove from their personnel file any formal discipline other than performance appraisals. Any disciplinary document may be removed at the discretion of the 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.
- (b) Performance appraisals shall not be used as the basis for discipline.
- (c) "Designate" shall be defined as the management representative from the department where the incident happened.
- (d) **An employee shall be advised of their right to Union representation at any potential disciplinary meeting between the employee and representatives of the Employer.**
- (e) **Where practical, the Employer will provide the employee with twenty four (24) hours notice prior to any such scheduled meeting in order for the employee to seek Union representation.**

## 22. SUBROGATION

An employee who receives wage loss benefits from the Insurance Corporation of British Columbia or a court action shall reimburse the Employer (at the rate paid out) for benefits received under Article 11 (Sick Leave) up to the amount of:

- (a) Benefits received from the Employer as sick leave under Article 11 (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.
- (c) It is understood that this provision is not intended to affect a private insurance program carried by an employee.
- (d) The sick leave shall be restored to the amount of reimbursement remitted by the employee in the order withdrawn from their sick leave bank(s).

## 23. TEMPORARY EMPLOYEES

Notwithstanding any provision of the Collective Agreement the Employer may employ journeymen carpenters and apprentices for periods of up to six (6) months, which with agreement of the employee and Union may be extended to nine (9) months, pursuant exclusively to the following terms and conditions of employment:

- (a) The rates of pay shall be those rates set out in Schedule "A" - Part 1;
- (b) The following provisions of the Collective Agreement shall apply while in the employ of the City:

Article 1	-Term of Agreement
Article 2(b)	-Hours of Work
Article 2(c)	-Overtime Defined
Article 2(d)	-Overtime Rate
Article 2(e)	-Rest Periods
Article 2(f)	-Reporting Pay
Article 2(g)	-Call-Out
Article 3	-Union Security
Article 4	-No Strikes or Lockouts
Article 8	-Grievance Procedure
Article 9	-Workers' Compensation Act
Article 18	-Danger Pay

(c) In lieu of benefits provided to employees who have completed their probationary period, temporary employees shall receive for benefits and perquisites (including but not limited to vacations, statutory holidays, shift premiums, dental, long-term disability, medical, extended health, pension, life insurance and sick leave) an amount equal to eleven (11%) of their gross wages calculated and paid at each pay period **and:**

- **Effective January 1, 2008 the said payment in lieu shall be twelve percent (12%)**
- **Effective January 1, 2010 the said payment in lieu shall be thirteen percent (13%).**

(d) Temporary employees shall pay union dues and assessments from the first day of hire.

(e) Time and one half (1 ½ x) shall be paid for each hour worked by **a temporary** employee who works on a statutory holiday.

#### **24. CARPENTERS PENSION PLAN**

Upon written authorization by an employee, who is a member of the United Brotherhood of Carpenters and Joiners of America, Local Union 1598, the City shall deduct from the bi-weekly pay of the employee a pre-determined hourly or fixed amount and on behalf of and for the benefit of the employee remit the funds to the Carpentry Workers' Pension Plan of British Columbia.

#### **25. SUPERVISORY VACANCY**

(a) Posted Vacancies

When the Employer seeks to fill an Assistant Supervisor or Carpenter Supervisor vacancy, the Employer shall post a vacancy notice for a minimum period of five (5) working days containing information relevant to the position. (e.g. nature of position, pay rate, qualifications and experience required etc.)

(b) Factors Considered in Filling Posted Vacancies

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 among such group having the greatest seniority shall receive preference.

(c) Appraisal Period

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

**26. 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.**

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

FOR THE EMPLOYER:

FOR THE UNION:

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

\_\_\_\_\_  
BUSINESS MANAGER, UBCJ  
LOCAL 1598

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

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

**SCHEDULE "A" - PART I – HOURLY RATES**

<b>Code</b>	<b>Classification</b>	<b>JAN 1, 2007 2.0%</b>	<b>JULY 1, 2007 1.0%</b>	<b>JAN 1, 2008 3.0%</b>	<b>JAN 1, 2009 3.0%</b>	<b>JAN 1, 2010* 3.0%</b>
1680	Journeyman	28.73	29.02	29.89	30.79	31.71
1681	Leadhand	30.20	30.50	31.42	32.36	33.33
1682	Project Foreman	31.71	32.03	32.99	33.98	35.00
1683	Assistant Supervisor	31.71	32.03	32.99	33.98	35.00
1684	Carpenter Supervisor	33.30	33.63	34.64	35.68	36.75

\*Subject to COLA Letter of Understanding



## SCHEDULE "A" - PART II - BENEFITS

### (a) Medical Services Plan

- (i) In consideration of any employee contributing **twenty** percent (20%) of the monthly cost of that employee's participation in the British Columbia Medical Services Plan, the Employer will contribute the remaining **eighty** percent (80%) of the said cost.
- (ii) A newly hired regular employee may enrol in the Medical Services Plan on the first day of the month following their commencement of employment by paying one hundred percent (100%) of the cost of the premium

### (b) Dental Plan

- (i) The Employer shall maintain a dental plan which shall provide for the payment of one hundred percent (100%) of claims under Plan "A" (basic services); fifty percent (50%) under Plan "B" (prosthetic appliance and crown and bridge procedures) and fifty percent (50%) under Plan "C" (Orthodontics) to a maximum lifetime benefit of one thousand **five hundred dollars (\$1,500.00) ) and:**

**(a) Effective January 1, 2008 the said Plan "C" (Orthodontics) will be improved to two thousand dollars ( \$2,000.00); and**

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

The Employer shall pay **eighty** percent (80%) of the premium cost of the dental plan and each employee shall contribute the remaining **twenty** percent (20%) through payroll deduction.

### (c) Group Life Insurance

- (i) All employees who are currently participants and all newly hired employees upon becoming regular or regular part-time employees, shall participate in the Group Life Insurance Plan under the trusteeship of the Capital Area Benefit **Advisory Group**. Each participating employee shall have basic life insurance coverage in the amount of two (2) times such employee's annual salary, rounded upwards to the next higher thousand, to a maximum principle amount of **one hundred thousand** (\$100,000) and accidental death and dismemberment coverage in the same amount as the principle of the group life insurance, plus such optional benefits as offered by the trustees of the Capital Area Benefit **Advisory Group** which each employee desires.
- (ii) The Employer shall pay **eighty percent (80%)** of the cost of the premiums of

the basic group life insurance and accidental death and dismemberment benefits and the employee shall contribute the remainder. However, all premiums for any optional benefits made available by the Capital Area Benefit **Advisory Group** shall be borne solely by the employee.

(d) Long Term Disability

- (i) 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 the Trustees representing CUPE 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.
- (ii) All permanent employees shall participate in this LTD Plan as a condition of continued employment. The required contributions for this coverage shall be as determined and amended from time to time by the Trustees and shall be shared equally by each employee through payroll deduction and the Employer **fifty per cent (50%)** each, provided that in no event shall the total cost of such coverage exceed **three percent (3%)** of the total payroll for basic union 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.
- (iii) The terms and conditions of this LTD Plan shall be as determined and amended from time to time by the Trustees, but in no event shall these benefits provide for other than the following, provided such benefits can be maintained for the total cost of **three percent (3%)** of payroll:
  - (a) A benefit level of sixty percent (60%) of the disabled employee's regular monthly earnings in effect on the date of disability, reduced by certain amounts received by and payable to the employee from other sources during the period of disability. **Effective October 1, 2007 the said benefit level will be increased from sixty percent (60%) to seventy percent (70%).**
  - (b) A definition of disability which permits an employee to become eligible for benefits when completely unable to engage in 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 reasonable qualified or may reasonably become qualified.
  - (c) A **seventeen (17) week** qualification period from the date of disability

during which no benefit is payable under the Plan.

- (iv) 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.
- (v)
  - (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 Municipal Pension Plan shall be waived and such status shall be reported to the Plan.
  - (b) For recipients on Long Term Disability benefits the **eighty-twenty (80/20)** premium cost sharing for the above plans shall remain for the first two (2) years while on long term disability after which the 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(2) 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) Notwithstanding (b) above all long term disability recipients (including those whose claim may be in process) as of April 15, 1992 shall share the costs of premiums at fifty percent (50%) employee paid and fifty percent (50%) Employer paid for the entire duration of their eligibility for long term disability benefits.
- (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.

(e) Extended Health Benefits

- (i) The Employer will maintain an Extended Health Benefits Plan covering permanent employees upon completion of their probationary period. The Employer shall pay **eighty percent (80%)** of the coverage and the employee shall pay the remaining **twenty percent (20%)** by payroll deduction. Should a conflict arise between this Article and the carrier's plan, the terms of the carrier's plan shall always apply.
- (i) **Coverage** shall include vision care providing for eighty percent (80%) reimbursement towards the cost of the purchase of one (1) pair of eyeglasses every two (2) years for each permanent employee and dependant family member 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**; hearing aids to a maximum of two thousand dollars (\$2000.00) every five years; unlimited lifetime maximum; Bluenet and no deductible. **The Employer shall retain the employee portion of the EI rebate to provide for these benefits.**

(f) Municipal Pension Plan

- (i) All 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.**
- (ii) **An employee who applied to purchase prior to April 1, 2007 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 the Employer upon the employee producing the receipt and provided the employee has reached the minimum retirement age.**

(g) 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 their probationary period.

(h) 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 employees 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.

(i) An employee who is eligible for WCB benefits may maintain their enrolment in the benefit plans by paying their share of the premium costs.

(j) **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.**

**LETTER OF UNDERSTANDING NO.1**

BETWEEN:

**THE CORPORATION OF THE CITY OF VICTORIA**  
(hereinafter referred to as the "Employer")

AND:

**THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS  
OF AMERICA, LOCAL UNION 1598**  
(hereinafter called 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).

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

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 Agreement to be executed on this \_\_\_\_ day of June, 2008 in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER:

FOR THE UNION:

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

\_\_\_\_\_  
BUSINESS MANAGER, UBCJ  
LOCAL 1598

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

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