

MEMORANDUM OF SETTLEMENT

This MEMORANDUM OF SETTLEMENT is entered into this 25th day of July, 2014, by the appointed bargaining representatives of Greater Victoria Labour Relations Association on behalf of the City of Colwood and the bargaining representatives of the Canadian Union of Public Employees Local 374.

The parties signatory hereto agree to recommend to their respective memberships and principals, without reservation, the ratification of the following terms and conditions to renew the existing collective agreement.

1. PREVIOUS CONDITIONS

All of the terms and conditions of the collective agreement(s) commencing January 1, 2011 and expiring December 31, 2013 shall continue to apply except as specifically varied below.

2. EFFECTIVE DATE OF CHANGES

All amendments to the revised collective agreement shall come into effect the first day of the month following the date of ratification by both parties unless specified otherwise within.

3. TERM OF AGREEMENT

The parties agree that term shall be revised to provide for a three (3) year collective agreement from January 1, 2014 to and including December 31, 2016.

4. WAGE INCREASES

A general wage increase shall be applied to existing wages schedules as follows and effective:

- January 1, 2014 - 1.75%
- January 1, 2015 - 1.0%
- July 1, 2015 - 1.0%
- January 1, 2016 - 2.0%

NOTE: It is understood by the parties that the retroactive wage increase effective January 1, 2014 shall be paid to all employees including those employees who have retired, resigned, terminated or otherwise left the service of the Employer.

Effective January 1, 2016 increase amount auxiliary employees earn in lieu of benefit plan entitlements, vacation entitlements, statutory holiday pay, and sick leave from thirteen (13%) percent to fourteen (14%) percent of their gross wage earnings (basic wages plus overtime).

5. SAFETY FOOTWEAR

Effective January 1, 2016 amend Article 29.08 Safety Footwear to increase annual contribution from ninety dollars (\$90.00) to one hundred dollars (\$100.00).

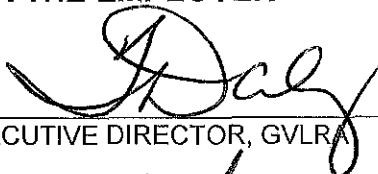
6. PREVIOUSLY AGREED CHANGES (GREEN SHEETS)

The parties agree that the negotiated changes to the collective agreement, the "green sheets" shall be incorporated into the revised collective agreement as follows:

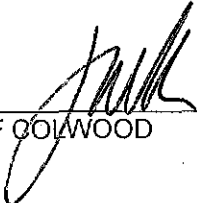
1.	18.05	First Aid Allowance	July 24, 2014
2.	20.01	Statutory Holidays	June 19, 2014
3.	23.02	Pay Reviews	July 24, 2014
4.	36.02	Continuation Clause (Housekeeping)	June 23, 2014
5.	LOU	Supplementary Employment Insurance Benefits	June 6, 2014
6.		Self Funded Leave Plan	July 24, 2014

IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Settlement to be executed this 19th day of August in the year 2014, in the City of Victoria, Province of BC.

FOR THE EMPLOYER



EXECUTIVE DIRECTOR, GVLRA




CITY OF COLWOOD

FOR THE UNION



PRESIDENT, CUPE LOCAL 374



VICE-PRESIDENT, CUPE LOCAL 374

18.05 First Aid Allowance

An employee who is required to hold a valid Level 2 Occupational First Aid Certificate shall be paid sixty-five dollars (\$65.00) bi-weekly.

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

The Employer shall also cover the costs of certification and re-certification and time off for certifying or re-certifying for regular employees required to hold a valid Level **1 and 2** Occupational First Aid Certificate.

GREEN: July 24, 2014

CUPE Local 50, CUPE Local 333, CUPE Local 374, CUPE Local 410,
CUPE Local 1978

Employer: City of Victoria, Victoria Police Board, Township of Esquimalt, \n District of Oak Bay, Town of Sidney, District of North Saanich,
City of Colwood, District of Metchosin, Victoria Public Library,
Capital Regional District, West Shore Parks & Recreation Society

Article

- 20.01 (i) CUPE Local 50 and City of Victoria; Victoria Police Board
- 20.01 (i) CUPE Local 333 and Township of Esquimalt
- 20.01 CUPE Local 374 and City of Colwood; District of North Saanich;
District of Oak Bay; Town of Sidney
- 22.01 CUPE Local 374 and District of Metchosin
- 19.01 (i) CUPE Local 410 and Greater Victoria Public Library
- 18.01 CUPE Local 1978 Capital Regional District; West Shore Parks and Recreation

ARTICLE , STATUTORY HOLIDAYS

PROPOSAL:

_____ Entitlement

Add "Family Day" to the existing list of paid statutory holidays. The remainder of the Article remains unchanged.

Green:

June 19, 2014

NEW OR REVISED CLASSIFICATIONS

Colwood and Metchosin: Revise Article (c) as follows and the balance of the Article remains the same:

23.02 Pay Reviews (Colwood) 25.02 (Metchosin)

- (c) The employer shall complete the requested pay review within ninety (90) **calendar** 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.

GREEN: July 24, 2014

Union Proposal:

Cupe Local 374

April 15, 2014

Employer:

City of Colwood

ARTICLE 36, TERM OF THE AGREEMENT

HOUSEKEEPING

CURRENT:

36.02 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.

PROPOSAL:

36.02 Continuation Clause

Should either party give written notice to the other party in accordance with Section ~~35.01~~ 36.01, 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.

Green: June 23, 2014

Union Proposal

Date: May 29, 2014

CUPE Local 50, CUPE Local 333, **CUPE Local 374**, CUPE Local 410,
CUPE Local 1978

Employer: City of Victoria, Victoria Police Board, Township of Esquimalt, District of Oak Bay, Town of Sidney, District of North Saanich, **City of Colwood**, District of Metchosin, Victoria Public Library, Capital Regional District, West Shore parks & Recreation Society

Union Counter Proposal:

Amend the SEIB LOU No. ____06 (iv) of the Employer's proposal regarding Supplemental Employment Insurance Benefits.

LETTER OF UNDERSTANDING NO. ____ - SEIB

Amend the SEIB LOU No. ____ as follows, then import into the body of the Collective Agreement at Article _____. The existing Article _____ will be deleted in its entirety and replaced with the following:

ARTICLE _____, MATERNITY AND PARENTAL LEAVE

____.00 Definitions

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

____.01 Length of Leave

(i) 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 a parent of the child shall be entitled to both maternity and parental leave without pay.

(ii) Parental Leave

Other than the birth mother, a parent 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.

(iii) Extensions - Special Circumstances

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

- (a) the birth mother as unable to return to work for medical reasons related to the birth;
- (b) the parent is unable to return to work because the child suffers from a physical, psychological, or emotional condition requiring an additional period of parental care.

(iv) 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 or the maximum permitted by Employment Insurance.

.02 **Notice Requirements and Commencement of Leave**

- (i) An employee who requests parental leave shall be required to provide proof of adoption or birth of the child.
- (ii) 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.
- (iii) Where the duties of a pregnant employee cannot reasonably be performed because of the pregnancy an appropriate accommodation shall be explored between the parties prior to the Employer requiring the pregnant employee to commence maternity leave before her scheduled leave. In such cases the employee's previously scheduled leave period will not be affected.
- (iv) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work:
- (v) 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.
- (vi) 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.

____.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 _____.05 herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

____.04 Sick Leave

- (i) An employee who suffers any illness or disability prior to commencing maternity leave shall be entitled to sick leave benefits.
- (ii) An employee while on maternity leave or parental leave shall not be entitled to sick leave benefits during the period of leave.
- (iii) Notwithstanding section (ii), an employee on maternity leave or parental leave who has notified the Employer of their intention to return to work pursuant to Articles _____.02 (iv) and (v) 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.

____.05 Benefits

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

____.06 Supplementary Employment Insurance Benefits

- (i) 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.

- (ii) Birth 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.
- (iii) Subject to the approval of the Employment Insurance Commission, parents who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (iv) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and **one hundred percent (100%)** of their gross weekly earnings and is paid for the first seventeen (17) weeks, which includes the two (2) week Employment Insurance waiting period, and provided the employee continues to receive Employment Insurance benefits.
- (v) Should an employee resign prior to the expiration of their maternity or parental leave, or fail to remain in the active employ of the Employer for at least six (6) months after their return to work, the Employer shall recover monies paid pursuant to the SEIB Plan on a pro-rated basis.
- (vi) 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.
- (vii) 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.

____.07 Seniority

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

EMPLOYER COUNTER PROPOSAL: COLWOOD and CUPE LOCAL 374
July 24, 2014

Self-Funded Leave Plan

The Employer agrees that within six (6) months of the date of ratification of the collective agreement, they will meet with the Union Local to discuss and review the possibility of implementing a deferred salary leave plan.

GREEN: July 24, 2014