

## MEMORANDUM OF SETTLEMENT

between

### **BOARD OF CEMETERY TRUSTEES OF GREATER VICTORIA**

and

### **THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 50**

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.

#### **Previous Conditions**

All of the terms and conditions of the collective agreement commencing January 1, 2012 and expiring December 31, 2014 shall continue to apply except as specifically varied below.

#### **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.

#### **Term and Schedule "A" Wage Increases**

##### **Term:**

- January 1, 2015 to December 31, 2018

##### **General Wage Increases (All Classifications):**

- January 1, 2015            2.0%
- January 1, 2016            2.0%
- January 1, 2017            2.0%
- January 1, 2018            2.0%

##### **Job Evaluation "Market Adjustment" (All Classifications except pay group 7)**

- January 1, 2015            .35%
- January 1, 2016            .35%

**The following (attached sheets) are included:**

- Article 10.01 Standard Work Day
- Article 14.04 Sick Leave Accrual
- Article 16 Maternity, Parental and Adoption Leave
- Article 17.07 Service Pay
- Article 17.09 Pesticide Premium
- Article 17.11 Trade Differential
- Article 17.12 Personal Vehicle
- Article 18 Job Classification and Reclassification
- Article 19.01 Employee Benefit Plans
- Article 22.02 Rain Gear
- Article 22.04 Safety Footwear Allowance
- Article 22.05 Clothing Allowance
- Article 27.01 Duration
- Letter of Understanding #3 – Cost of Living Allowance (COLA)
- Letter of Understanding #7 – Employee Incentive Program (Delete)
- Position Renaming – (Administrative Coordinator)
- New Letter of Understanding – Tuesday to Saturday Voluntary Shift
- Schedule "A" & Biweekly "Trade" Rates

SIGNED THIS 16<sup>th</sup> day of June, 2015.

FOR THE BOARD OF CEMETERY

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Secretary – Treasurer

FOR THE CUPE LOCAL 50:

  
\_\_\_\_\_  
President, CUPE Local 50

  
\_\_\_\_\_  
CUPE Local 50 Executive Member  
Royal Oak Burial Park

**ARTICLE 10 HOURS OF WORK**

*(To replace existing 10.01)*

**10.01 Standard Work Day**

(a) **Outside Worker**

The standard working day shall consist of eight (8) hours of work within an eight and one-half hour period between the hours of 8:00 a.m. and 4:30 p.m. on the same day, with one-half (1/2) hour for a meal break.

The meal break for outside workers may be staggered when operationally required.

(b) **Inside Worker**

Accounting, Records & Family Service Officer – the standard working day shall consist of eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. on the same day, with one-half (1/2) hour for a meal break

All other Inside Workers - the standard working day shall consist of seven and one-half (7.5) hours of work within an eight hour period between the hours of 8:30 a.m. and 4:30 p.m. on the same day, with one-half hour (1/2) hour for a meal break. The meal break may be staggered when operationally required.

*(Article 10.02 remains 'as-is' / unchanged.)*

Employer:

Royal Oak Burial Park

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Proposal Date: June 2, 2015

**ARTICLE 14 SICK LEAVE PROVISIONS**

Current:

14.04 Sick Leave Accrual

The unused sick leave entitlement shall accrue and be available to the employees as provided in Article 14.02 at the rate of seventy-five percent (75%) of the unused entitlement. The maximum accrual allowable to one employee shall be one hundred thirty (130) days.

Agreed:

14.04 Sick Leave Accrual

The unused sick leave entitlement shall accrue and be available to the employees as provided in Article 14.02 at the rate of **one hundred percent (100%)** of the unused entitlement. The maximum accrual allowable to one employee shall be one hundred thirty (130) days.

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Employer:

Royal Oak Burial Park

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Agreed:

*Delete Article 16 in its entirety and replace with the following new Article 16:*

## **ARTICLE 16: MATERNITY, PARENTAL AND ADOPTION LEAVE**

### **16.00 Definitions**

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

### **16.01 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 is 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.

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**16.02 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.

**16.03 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 16.05 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.

**16.04 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. ...
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Employer:

Royal Oak Burial Park

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- (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 16.02 (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.

**16.05 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.

**16.06 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. ...
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Employer:

Royal Oak Burial Park

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- (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.

**16.07 Seniority**

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

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CUPE 50 – ROYAL OAK BURIAL PARK  
AGREED LANGUAGE – 03 JUNE 2015

**ARTICLE 17 PAYMENT OF WAGES AND ALLOWANCES**

*(To replace existing 17.07)*

**17.07 Service Pay**

All regular employees who have completed five (5) years continuous service with the Board shall receive as part of their regular, bi-weekly payment of salaries service pay at the rate of three dollars and fifty cents (\$3.50) and on completion of each additional five (5) years of service an additional three dollars and fifty cents (\$3.50) per bi-weekly pay.

Union Proposal:

CUPE Local 50

Bargaining 2015

Employer:

Royal Oak Burial Park

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Proposal Date: June 2, 2015

**ARTICLE 17 PAYMENT OF WAGES AND ALLOWANCES**

Current:

17.09 Pesticide Premium

An employee operating pesticide spraying equipment shall be paid a premium of one dollars and fifty cents (\$1.50) per hour while so employed.

Agreed:

17.09 Pesticide Premium

An employee operating pesticide spraying equipment shall be paid a premium of ***two dollars and fifty cents (\$2.50)*** per hour while so employed.

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Employer:

Royal Oak Burial Park

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Proposal Date: June 2, 2015

**ARTICLE 17 PAYMENT OF WAGES AND ALLOWANCES**

Current:

17.11 Trade Differential

The Board agrees to pay a trade differential to an employee who on occasion performs mechanical, electrical, retort brickwork, computer hardware/software repair or welding work that may otherwise have been required to be performed by an outside service provider and that such work can be demonstrated to be additional to their regular duties. An additional two dollars (\$2.00) per hour shall be paid while performing such work.

Agreed:

17.11 Trade Differential

The Board agrees to pay a trade differential to an employee who on occasion performs mechanical, electrical, retort brickwork, computer hardware/software repair or welding work that may otherwise have been required to be performed by an outside service provider and that such work can be demonstrated to be additional to their regular duties. An additional **three dollars and fifty cents (\$3.50)** per hour shall be paid while performing such work.

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Employer:

Royal Oak Burial Park

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Proposal Date: June 2, 2015

**ARTICLE 17 PAYMENT OF WAGES AND ALLOWANCES**

Current:

17.12 Personal Vehicle

No employee shall be required to use their personal vehicle to carry out the business of the Board. However, when an employee consents to occasionally use their personal vehicle, they shall be reimbursed costs at the rate of forty-five cents (\$0.45) per kilometre.

Agreed:

17.12 Personal Vehicle

No employee shall be required to use their personal vehicle to carry out the business of the Board. However, when an employee consents to occasionally use their personal vehicle, they shall be reimbursed costs at the rate of ***fifty-four cents (\$0.54)*** per kilometre.

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**CUPE 50 – ROYAL OAK BURIAL PARK**  
**AGREED LANGUAGE – 03 JUNE 2015**

*(As per 03 June 2015: The existing Article 23 Job Evaluation will be deleted from the CA, the existing language in Article 18 will be deleted and replaced with the following:*

**ARTICLE 18    JOB CLASSIFICATION AND RECLASSIFICATION**

**18.01    Board Authority**

The management and the operation of and the direction and promotion of the employee work force is vested exclusively with the Board.

The Board retains the sole authority to decide how to manage and deploy their employees including but not limited to the absolute right to establish job descriptions, decide whether to declare a vacancy, appoint employee's to a position, reassign existing employees or hire new employees.

**18.02    Establish Job Descriptions**

The Board shall establish and maintain job descriptions as they deem appropriate for all positions for which the Union is the bargaining agent and these shall be the accepted job descriptions of the Burial Park. A copy of these job descriptions shall be provided to the Union.

**18.03    New Positions**

When the Board creates a new bargaining unit position the Board shall set the rate of pay for the position, and the Union may, subject to the Union's right to grieve, request to have the new job description and/or rate of pay determined by negotiation and mutual agreement between the parties.

**18.04    Position Re-Evaluation**

In the event the duties and responsibilities of an existing position change substantially and sufficiently enough to warrant a revision and change in a rate of pay upward, a revised job description shall be prepared by the Board and provided to the Union. Within thirty (30) days of receipt of the revised job description the Union may, subject to the Union's right to grieve, request to have the job description and/or rate of pay revision determined by negotiation and mutual agreement between the parties.

**CUPE 50 – ROYAL OAK BURIAL PARK**  
**AGREED LANGUAGE – 03 JUNE 2015**

*(To add item (c) )*

**ARTICLE 19 EMPLOYEE BENEFIT PLANS**

**19.01 Benefit Plans**

- (a) The benefit plans are the Medical Services Plan (MSP), extended health, dental and basic group life insurance through the Capital Area Advisory Group (CAAG);
- (b) The premiums of the benefit plans shall be paid by the Board;
- (c) Only Regular employees are entitled to participate in the Employee Benefit Plans.

**ARTICLE 22 UNIFORM AND CLOTHING ALLOWANCE**

*(To amend existing 22.02)*

**22.02 Rain Gear**

Regular employees assigned to work outdoors shall be provided with rainwear consisting of one (1) rain jacket, one (1) pair of rain pants and one (1) pair of safety-toe rubber boots (laced or pull-on) at the Board's expense. The Board shall only be required to replace individual items when such items are rendered ineffective through normal wear and tear.

For Temporary / Seasonal employees assigned to work outdoors the Board will pay fifty percent (50%) of the purchased price for the aforementioned items of rain gear as may be needed.

The Board retains the sole authority to establish how this replacement program is administered and to establish the style, colour, type and price of rain gear to be provided under this benefit.

Rain gear provided under this benefit is and shall remain the property of the Board and will be used only for the performance of an employee's position.

Employer:

Royal Oak Burial Park

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Proposal Date: June 2, 2015

**ARTICLE 22 UNIFORM AND CLOTHING ALLOWANCE**

Current:

22.04 Safety Footwear Allowance

Employees who have completed their probationary period shall receive an annual payment of one hundred dollars (\$100.00) towards the purchase of footwear required by the Workers' Compensation Board Regulations.

Agreed:

22.04 Safety Footwear Allowance

Employees who have completed their probationary period shall receive an annual payment of ***one hundred and twenty – five dollars (\$125.00)*** towards the purchase of footwear required by the Workers' Compensation Board Regulations.

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Union Proposal:

CUPE Local 50

Bargaining 2015

Employer:

Royal Oak Burial Park

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Proposal Date: June 2, 2015

Agreed:

**ARTICLE 22 UNIFORM AND CLOTHING ALLOWANCE**

**22.05 Clothing Allowance**

***Regular employees who are employed as office workers shall be entitled, following completion of their probationary period, to an equivalent dollar value as outlined in Article 22.02 Rain Gear and 22.04 Safety Footwear Allowance, for the purposes of an annual clothing, footwear and cleaning allowance. Such payment shall be made to an employee in January of each year.***

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Union Proposal:

CUPE Local 50

Bargaining 2015

Employer:

Royal Oak Burial Park

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Proposal Date: June 2, 2015

**ARTICLE 27 TERM OF AGREEMENT**

Current:

**27.01 Duration**

This Agreement shall be deemed to relate back to and shall take effect from the 1st day of January 2012 and shall continue in full force and effect until the 31st day of December 2014 and thereafter from year to year unless and until the same shall have been duly determined by notice in writing and in accordance with the Statutes of the Province of British Columbia.

Agreed:

**27.01 Duration**

This Agreement shall be deemed to relate back to and shall take effect from the ***1st day of January 2015*** and shall continue in full force and effect until the ***31st day of December 2018*** and thereafter from year to year unless and until the same shall have been duly determined by notice in writing and in accordance with the Statutes of the Province of British Columbia.

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Employer:

Royal Oak Burial Park

Agreed:

**LETTER OF UNDERSTANDING # 3**

between the

**BOARD OF CEMETERY TRUSTEES  
OF GREATER VICTORIA**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 50****Re: Cost of Living Allowance**

The Employer and the Union agree that the hourly wage rates set out in Schedule "A" of the current collective agreement shall be improved, if applicable, effective **January 1, 2017 and January 1, 2018** in accordance with the following:

1. The Consumer Price Indices to be utilized shall be those published by Statistics Canada affecting Victoria with the 2002 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 2017 (being two percent (2.0%) and of the calendar year 2018 (being two percent (2%))**.
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).

Effective Year of Increase	CPI Year and Annual Percentage Increase (trigger)	Maximum COLA Wage Increase Allowed (cap)
<b>2017</b>	<b>2016 2.0 percent</b>	<b>0.5 percent</b>
<b>2018</b>	<b>2017 2.0 percent</b>	<b>0.5 percent</b>

**LETTER OF UNDERSTANDING # 3 (cont'd)**

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

<u>CPI Rate of Change</u>	<u>COLA Entitlement</u>
2.0	.00%
2.1	.10%
2.2	.20%
2.3	.30%
2.4	.40%
2.5	.50%

In WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2015, in the Municipality of Saanich, Province of British Columbia.

FOR THE BOARD

FOR THE UNION

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
President, CUPE Local 50

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Vice-President, CUPE Local 50

\_\_\_\_\_  
Executive Member, CUPE Local 50  
Royal Oak Burial Park

**CUPE 50 – ROYAL OAK BURIAL PARK  
AGREED LANGUAGE – 03 JUNE 2015**

**OTHER**

**LETTER OF UNDERSTANDING: Employee Incentive Program**

This LOU shall be deleted from the agreement.

**POSTION RENAMING:**

The position Administrative Coordinator is renamed: Accounting, Records and Family Service Officer

**LETTER OF UNDERSTANDING: Standard Work Week – Tuesday to Saturday Voluntary Shift**

Draft as attached, next page:

LETTER OF UNDERSTANDING #7

between

BOARD OF CEMETERY TRUSTEES  
OF GREATER VICTORIA

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50

**Re: Tuesday to Saturday Voluntary Shift**

The parties agree, effective January 1, 2016 and going forward for the term of this agreement, the Board may post an "expression of interest" for one (1) inside employee and one (1) outside employee to, on a voluntary basis, change their standard work week to Tuesday to Saturday. In the event that multiple workers express an interest for one of these voluntary shifts the most senior qualified employee who has volunteered shall be appointed to the shift.

As a part of the Tuesday to Saturday work week, the hours of work for the employee – inside and/or outside - working on the Saturday shall be six (5.5) hours of work within a six (6) hour period between the hours of 9:00 a.m. and 3:00 p.m. on the same day, with one-half (1/2) hour for a meal break. The meal break for Saturday workers may be staggered when operationally required.

Notwithstanding, that the employee, as part of a Tuesday to Saturday work week will work a reduced number of hours on the Saturday the employee shall be paid an amount equal to their hours on a Tuesday to Friday standard work day.

This Understanding for the Tuesday to Saturday Voluntary shift shall only be in effect by mutual agreement by the parties where either party, on provision of sixty (60) days written notice, may withdraw their agreement with this understanding.

**IN WITNESS WHEREOF** the parties hereto have cause this Letter of

Understanding to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2015,  
in the Municipality of Saanich, Province of British Columbia.

SCHEDULE A

**SCHEDULE "A"**  
**BOARD OF CEMETERY TRUSTEES OF GREATER VICTORIA**  
**and the**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50**  
**HOURLY WAGE RATES 2015 – 2018**

PAY GRADE	POSITION	JAN. 1 2015 J.E. ADJUST	JAN. 1, 2015	JAN. 1, 2016 J.E. ADJUST	JAN. 1, 2016	JAN. 1, 2017	JAN. 12018
		<i>0.35%</i>	<i>2.00%</i>	<i>0.35%</i>	<i>2.00%</i>	<i>2.00%</i>	<i>2.00%</i>
1	DIRECTOR OF GROUNDS OPERATIONS	37.07	37.81	37.94	38.70	39.48	40.27
2	LEAD HAND	32.00	32.00	32.11	32.75	33.41	34.08
3	ACCOUNTING, RECORDS & FAMILY SERVICE OFFICER	30.08	30.69	30.79	31.41	32.04	32.68
4	FAMILY SERVICE COUNSELOR	28.14	28.70	28.80	29.38	29.96	30.56
	FAMILY SERVICE & ADMINISTRATIVE SUPPORT OFFICER	28.14	28.70	28.80	29.38	29.96	30.56
	CREMATIONIST	28.14	28.70	28.80	29.38	29.96	30.56
5	HEAVY DUTY EQUIPMENT OPERATOR	27.81	28.36	28.46	29.03	29.61	30.20
6	STONEMASON	26.21	26.74	26.83	27.37	27.91	28.47
	LEAD GARDENER	26.21	26.74	26.83	27.37	27.91	28.47
	CEMETERY GROUNDS PERSON	26.21	26.74	26.83	27.37	27.91	28.47
7	SEASONAL CEMETERY GROUNDS PERSON	24.69	25.18	25.18	25.69	26.20	26.73
	PROBATIONARY CEMETERY GROUNDS PERSON	24.69	25.18	25.18	25.69	26.20	26.73
	AUXILLARY EMPLOYEE	24.69	25.18	25.18	25.69	26.20	26.73

**BI-WEEKLY RELIEF RATES**

Relief Lead Hand	\$30.00
Relief Heavy Duty Equipment Operator	\$30.00
Relief Cremationist	\$30.00

**BI-WEEKLY 'TRADE' RATES**

Lead Gardener	\$30.00
Stonemason	\$30.00