

# **COLLECTIVE AGREEMENT**

Between

**WEST SHORE PARKS AND RECREATION SOCIETY**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 1978**

**13956 (01)**

**JANUARY 1, 2007 – DECEMBER 31, 2010**

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COLLECTIVE AGREEMENT

**BETWEEN:**

**THE WEST SHORE PARKS AND RECREATION SOCIETY**

(hereinafter called the "Society" or "Employer")

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO, 1978**

(hereinafter called the "Union")

WHEREAS the Society is an "Employer" within the meaning of the Labour Relations Code of British Columbia;

AND WHEREAS the Union is a "Trade Union" within the meaning of said Code;

AND **WHEREAS** it is the desire of both parties to promote and maintain harmonious industrial relations and to recognize the mutual value of joint **discussions** and negotiations;

**AND WHEREAS** the parties have carried out collective bargaining and have reached agreement;

NOW **THEREFORE** the parties agree with each other **as follows:**

**ARTICLE 1: DEFINITIONS**

**1.01 Party**

Means either of the parties signatory to this Agreement.

**1.02 Employee**

Means any person defined as such by the Labour Relations Code of British Columbia who is employed in one **(b)** the categories listed below (Articles 1.03 through 1.06 inclusive), save and except those persons excluded from the bargaining unit by mutual agreement of the parties.

**1.03 Regular Full-Time Employee**

Is an employee occupying a position listed in the Wage/Salary Schedule(s) attached hereto, who has successfully completed the requirements of the probationary period and who works a regular full-time work schedule.

#### **1.04 Regular Part-Time and Regular Seasonal Employee**

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

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

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

#### **1.05 Auxiliary Employee**

- (i) Auxiliary employee means an employee of the bargaining unit not employed as a regular employee and may be employed for:
- (a) relief of a regular employee on vacation leave, sick leave, maternity leave, long-term disability of less than one (1) year duration, Workers' Compensation of less than one (1) year duration, compassionate leave, education leave or other leaves,
  - (b) non-repetitive projects of less than one year duration. However, in the event the employment is extended beyond **the** one (1) year period, at the one (1) year anniversary date the employee **shall** be converted to regular status pursuant to Article 1.03 or 1.04,
  - (c) work of an emergency nature,
- (ii) Auxiliary employees include employees who work less than regular part-time and regular seasonal employees.

#### **1.06 Probationary Employee**

**Is** any employee who has not successfully completed the requirements of the probationary period pursuant to Article 9.02.



### 1.07 Regular Part-Time and Regular Seasonal Employee Benefits

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

- (i) The level of statutory holiday and sick leave benefits shall be prorated on the basis of hours actually worked as follows:
  - (a) statutory holidays - the average number of hours worked per day in the thirty (30) days prior to the holidays;
  - (b) sick leave - the average number of hours worked per day in the month for which sick leave is being credited.

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

- (ii) Vacation entitlement for regular part-time and regular seasonal employees shall be pro-rated in accordance with Article 17.01 Vacation Entitlement.

### 1.08 Auxiliary Employee Terms and Conditions of Employment

- (i) At the time of hire an auxiliary employee shall receive notice in writing from the Employer of the nature of their employment, expected duration of employment, classification and rate of pay.
- (ii) Other articles of this agreement notwithstanding, an auxiliary employee shall not be entitled to the terms and conditions of this agreement, save and except as follows:
  - (a) the definition of an "auxiliary employee" as set out in Article 1.05.
  - (b) the Union Security and Check-off provisions set out at Article 3.01 - Union Membership, Article 3.02 - Union Dues and Article 3.03 - Dues Receipts.
  - (c) the receipt of a copy of the Collective Agreement as set out at Article 4.01 (ii).

- (d) ~~the~~ provisions of the grievance and arbitration procedures ~~of~~ Article 7 and Article 8.
- (e) Article 9.02 (ii) and (iii) shall apply to auxiliary employees. An auxiliary employee shall have their auxiliary service accumulated for purposes of regular seniority pursuant to Article 9.03.

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

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

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

- (f) the Posting and Filling of Vacancies provisions of Applications by Auxiliary Employees at 10.03, and Factors Considered in Filling **Posted** Vacancies at **Articles 10.02 (i), 10.02 (ii) and 10.02 (iii)**.
- (g) the Irregular Work Schedules provision at Article 12.05, the Reporting Pay provision at Article 12.08, and the Meal **Breaks** provision at Article 12.09.
- (h) the Overtime Rates provisions *of* Article 13.01 **and** the Call-Out provisions at 13.04.
- (i) **An** auxiliary employee employed in classifications listed in Schedule "A" shall **be** paid not less per hour that the equivalent of the established rate for the position. Article 15.01 - Schedule "A" and "B" shall apply to auxiliary employees.
- (j) **An** auxiliary employee shall be eligible for **a** salary increment upon completion of the hourly equivalent of twelve (12) months work of a regular employee (1820 **hours for a** 35 hour/week employee or 2080 hours for a 40 hour/week employee) and the provisions of Article 16.01 - Earned Increments shall apply to auxiliary employees.

- (k) In lieu of health and welfare entitlements, vacation entitlements, statutory holiday pay, sick leave and such benefits, an auxiliary employee will receive eleven percent (11%) of their gross wage earnings *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%).*
- (l) the Pay While Relieving in a Higher Rated Position provision of Article 15.02 shall apply to auxiliary employees, however, the allowable compensation set out at Article 15.02 (i) (b) shall be **solely** Step 1 of the new position.
- (m) the provisions of Article 15.05 - First Aid Allowance
- (n) An auxiliary employee relieving a regular employee in an assignment in excess of three (3) continuous months shall receive the entitlements of Article 14.01 - Shift Differential, Article 22 - Jury and Court Witness Duty and Article 21.01 - Compassionate Leave.
- (o) the provisions of Article 23.04 - Benefit Trust Leave, 24.01 - List of Union Officials, Article 24.02 Leave for Union Business and Article 24.04 - Leave for Full-Time Union Duties.
- (p) the Article 25, Maternity, Parental and Adoption Leave provisions (except Article 25.05 (i) - Benefits, Article 25.06 - Supplementary Employment Insurance Benefits, **and** Article 25.07 - Seniority) shall apply to auxiliary employees.
- (q) the provision of Article 26.03 - Municipal Pension Plan eligibility shall apply to auxiliary employees.
- (r) the provision of Article 27 - *New and Revised Classifications*
- (s) the provision of Article 30 - No Strikes or Lockouts
- (t) the provisions of Article 31 - No other Agreements.
- (u) the provision of Article 33 - No Discrimination, Article 34 - Sexual and Workplace Harassment and Article 37 - Personnel Files.

- (v) the provisions of Article 35.01 - Mutual Co-operation, Article 35.02 - Hazardous Substances and Article 35.04 - Protective Clothing shall apply to auxiliary employees.

An auxiliary employee, who is the successful applicant for a posted regular vacancy, shall be returned to their former auxiliary status should the employee prove unsatisfactory in or be unable to perform the duties of the position. Hours **worked** in the regular position shall be added to their auxiliary hours upon return to their auxiliary status.

Time and one-half (1 ½) shall be paid for each hour worked by an auxiliary employee who works on a statutory holiday.

### **de Staff**

ers to those employees who are generally engaged in office, technical and ministrative jobs.

### **side Staff**

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

### **unteer**

ers to any individual who enters into or offers himself/herself for a specific rice, of his/her own free will, to the Society. Volunteers do not receive pensation. The Society **shall** provide **the Union with** a list of volunteers used on annual basis, by December 31st of each year.

### **tinuous Operations**

ers to those facilities, services or functions which, of necessity, operate on a tinuous basis, or at times outside the normal work-day (work-shift).

### **-out**

ers to an unscheduled return to work by regular employees or auxiliary loyees who work scheduled full or pad-time weekly shifts after completion of regular work-day (work-shift).

### **ndby**

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

### 1.15 Plural or Feminine Terms

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

## ARTICLE 2: UNION RECOGNITION

### 2.01 Bargaining Agent

The Employer recognizes the Canadian Union of Public Employees, Local 100 as the exclusive bargaining agent for those bargaining unit employees covered by this Agreement.

### 2.02 Bargaining Unit

This Agreement shall apply to all employees coming within the bargaining unit which the Union has been certified, and shall include all employees of the Employer. This Agreement shall not apply to the following:

- (i) Employees of the Society excluded by the definition of "Employee" in the Labour Relations Code of British Columbia.
- (ii) Employees occupying positions which have been excluded from the bargaining unit by mutual agreement between the Society and the Employer, or by ruling of the Labour Relations Board.

## ARTICLE 3: UNION SECURITY AND CHECK-OFF

### 3.01 Union Membership

- (i) All employees shall, as a condition of employment, become members of the Union and shall maintain their membership in good standing.
- (ii) Employees who commenced their employment prior to August 8, 2007 shall not be required to become members of the Union, but shall pay an amount equivalent to union dues to the Union. Such employees who commence their employment after August 8, 2007 shall be required to maintain their membership in good standing.

### 3.02 Union Dues

All employees shall authorize in writing and pay to the Union, as a condition of employment, initiation fees, dues and assessments. The Employer shall deduct such initiation fees, dues and assessments from the earnings of each employee. Such deductions shall be forwarded by the Employer *bi-weekly* to the Union with the listing of all the employees from whom deductions have been made.

*Note: The Employer shall electronically transfer the deductions referred to above to the financial institution of the Union when it has implemented a process of electronic transfer within its accounts payable system.*

### **3.03 Dues Receipts**

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

### **3.04 Record of Employment on Termination**

When the employment of any employee terminates for **any** reason, the Employer shall complete in full the Record of Employment as required by the Employment Insurance Commission stating the reasons for the separation of employment,

### **3.05 Recognition and Rights of Stewards**

- (i) The Employer recognizes the Union's right to select stewards to represent employees.
- (ii) A steward or union representative shall obtain the permission of his immediate supervisor before leaving his work to perform his union duties. Such permission shall not be unreasonably withheld. On resuming his normal duties, the steward or union representative, shall notify his supervisor.
- (iii) The duties of stewards may include:
  - (a) investigation of complaints of an urgent nature,
  - (b) investigation of grievances and assisting an employee in presenting a grievance in accordance with the grievance procedure,
  - (c) attending joint meetings of the Employer and the Union.

## **ARTICLE 4: NEW EMPLOYEES**

### **4.01 Copies and Printing the Agreement**

- (i) The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in Article 3 dealing with Union security, the deduction of Union dues and assessments.

- (ii) New employees shall be presented with a copy of this Agreement by the Employer on commencing employment. The cost of printing the Agreement is to be shared equally by the Employer and the Union.
- (iii) Upon renewal of the collective agreement, the Employer shall distribute a copy to **all** employees.

#### 4.02 Notification to the Union

- (i) The Employer shall notify the Union of the name, address, position, location, and pay scale of each new employee, within fifteen (15) days of their date of employment.
- (ii) The notification referred to in section (i) above shall include the address, position and pay scale of all employees who come within the jurisdiction of the Employer by way of a take-over of a function or functions from another government, government agency or other organization.

### ARTICLE 5: UNION-MANAGEMENT COMMITTEE AND CORRESPONDENCE

#### 5.01 Correspondence

Correspondence between the Employer and the Union arising out of this Agreement shall pass to and from the **Administrator (or designate)** and the President of the Union.

#### 5.02 Union-Management Committee

- (i) A Union-Management Committee shall be established consisting of the President (or **designate**) of the Union, plus two (2) other representatives appointed by the Union; and the Administrator, plus two (2) other representatives appointed by the Employer, One (1) Employer and one (1) Union representative shall be appointed as co-chairpersons and shall alternate in presiding at meetings.
- (ii) The Committee shall direct its attention to discussing matters of the following nature, excluding always matters forming the subject of a grievance under this Agreement:
  - (a) Public and community relations;
  - (b) Improved operating efficiency and service to the public;
  - (c) Remedying conditions that could lead to grievances or deteriorating relations between the Employer/Management and the Union/Employees (but not specific grievances);

- (d) Staff training and development;
  - (e) Other matters mutually agreed to by the parties.
- (iii) The Union-Management Committee shall meet at least three (3) times each year, or more frequently upon the request of either party. The committee shall make all reasonable efforts to meet within two (2) weeks of a request being made by either party.
  - (iv) Each party shall submit, for the agenda, those items it wishes to discuss at least one (1) week prior to the committee meeting.

#### **ARTICLE 6: SOCIETY BOARD MINUTES**

6.01 A copy of the adopted minutes of regular Society Board meetings and committees, as appropriate, shall be provided to the Union upon its request,

#### **ARTICLE 7: GRIEVANCE PROCEDURE**

##### **7.01 Definition**

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

##### **7.02 Procedure**

- (i) Step 1: Within fifteen (15) working days from the date of the incident prompting the grievance, the employee shall discuss the matter with his immediate supervisor, as designated by the Employer. If the employee so desires, a Union steward may be present during discussions at this step.
- (ii) Step 2: If no settlement is reached at Step 1, the aggrieved employee shall submit the grievance in writing to his department head through the Union; within ten (10) working days of the discussion provided at Step 1. The recipient shall meet with the employee and Union steward, or other representative of the Union, within ten (10) working days of the receipt of the grievance, in an attempt to reach a satisfactory settlement,



- (iii) **Step 3:** If no settlement is reached at Step 2, a meeting shall be scheduled to take place between the senior representatives of the Union and Management, within ten (10) working days of the last meeting at Step 2. Either party may be represented by a person employed by the organization to which it is affiliated at meetings held at this step.
- (iv) **Step 4:** If settlement is not reached through the foregoing procedures, the grievance may be referred to an Arbitration Board. When either party requests that a grievance be submitted to arbitration, such request shall be submitted to the other party in writing within ten (10) working days of the last meeting provided at Step 3.

### **7.03 Extension of Time Limits**

The Union and the Employer may by mutual agreement, in writing, extend the time limits mentioned above, provided such extension is requested prior to the expiry of the time allowed. However, failure to observe the time limitations herein, including the time to initiate a grievance, shall render the grievance void, excepting that when the recipient of the grievance fails to respond within the time limits prescribed in this Article, the grievance shall advance to the next step in the grievance procedure.

### **7.04 Policy Grievances**

Where a dispute involving a question of general application or general interpretation of this Agreement occurs, or the Employer has a grievance, such grievance may be processed commencing at Step 3 provided the grievance is submitted within fifteen (15) working days from the date the incident prompting the grievance,

### **7.05 Grievable Disciplinary Action**

Disciplinary action grievable by an employee shall include written censures, letters of reprimand, and adverse reports. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his file, he shall be entitled to recourse through the grievance procedures and the eventual resolution thereof shall become part of his personnel record.

## 7.06 Employee Appraisal Forms

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the appraisal. Provision shall be made on the employee appraisal form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one (1) of the places provided. An employee shall, upon request, receive a copy of the employee appraisal at the time of signing. An employee appraisal shall not be changed after an employee has signed it without the knowledge of the employee. An employee may submit rebuttal documentation, to be placed on file, in response to the appraisal.

## 7.07 Union Representation

When a supervisor intends to censure by written document, suspend or dismiss an employee at the workplace, such employee has the right to have a Union representative present if desired. The Employer shall advise the employee of this right. However, the right to have a union representative present shall not apply where an employee is rejected from the workplace and no union representative is readily available.

## 7.08 Deviation from the Grievance Procedure

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

## ARTICLE 8: ARBITRATION PROCEDURES

### 8.01 Appointment of an Arbitration Board

- (i) When either party requests that a grievance be submitted to arbitration pursuant to Article 7.02 (iv), an Arbitration Board consisting of one (1) representative selected by the Employer and one (1) representative selected by the Union shall be appointed within five (5) working days after such written request for arbitration has been received.

- (ii) The two (2) arbitrators so selected shall meet immediately after their appointment and shall select a Chairman of the Arbitration Board. If they are unable to agree upon selection of a Chairman within five (5) working days, the Minister of Labour for the Province of British Columbia shall appoint a Chairman.
- (iii) By mutual agreement of the parties a single arbitrator may be utilized in the place of the three (3) person arbitration panel.

#### 8.02 Powers of Arbitration Board

- (i) The board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it.
- (ii) The decision of the majority shall be the decision of the board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board shall be made within ten (10) days after the hearing and shall be final, binding and enforceable on all parties. The board shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any written decision which it deems just and equitable.
- (iii) Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

#### 8.03 Cost of Arbitration

Each of the parties shall bear the expense of the arbitrator appointed by it, and the parties shall jointly bear the expense of the Chairman of the Arbitration Board.

#### 8.04 Reinstatement After Dismissal or Suspension

Should it be found upon investigation that an employee has been unjustly suspended or dismissed, such employee shall be immediately reinstated in his former position without loss of seniority and shall be compensated for all time lost in an amount which is just and equitable in the opinion of the parties to this Agreement, or in the opinion of the Board of Arbitration if this matter is referred to such a Board.

#### 8.05 Expedited Arbitration

- (i) The parties may, by mutual agreement, refer to this Expedited Arbitration process any outstanding grievance filed at arbitration.

- (ii) The parties shall mutually agree upon a single arbitrator who shall be appointed to hear the grievance and render a decision within two (2) working days of the hearing. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (iii) An expedited arbitration decision respecting any matter shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter (with the exception of discipline which may remain on an employee file).
- (iv) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (v) Notwithstanding (i) above, either party may remove from the expedited arbitration process any matter at any time prior to hearing and forward the matter through the arbitration process established pursuant to Article 8.01. In such an event, time limits shall not act as a bar to the grievance proceeding to arbitration.
- (vi) All presentations shall be short and concise, and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (vii) The parties shall equally share the costs of the fees and expenses of the Arbitrator.
- (viii) Neither party shall appeal a decision of an expedited arbitration,
- (ix) Neither party shall retain lawyers from external law firms to represent them in an expedited arbitration hearing.

## **ARTICLE 9: SENIORITY**

### **9.01 Definition**

- (i) For purposes of this Agreement, seniority shall be defined as the length of continuous service with the Employer as a regular employee, including the probationary period, provided that regular part-time and regular seasonal employees shall accumulate seniority on the basis of their hours actually worked. "Hours worked" shall include all paid straight time hours, hours compensated while on Workers' Compensation benefits, the LTD qualification period and while receiving LTD benefits, Union leaves, jury and court witness duty, leave for education and training purposes, and maternity, parental and adoption leave.

- (ii) Seniority shall apply on a bargaining unit basis, except where otherwise mutually agreed by the Employer and the Union.
- (iii) Regular employees shall continue to accumulate seniority while on Workers' Compensation Benefits.
- (iv) Auxiliary employees on Workers' Compensation Benefits shall receive credit for those scheduled hours that have been compensated by Workers' Compensation. The auxiliary employee shall provide substantiation from the Workers' Compensation Board for the claim for hours to be credited.

### **9.02 Probationary Period**

- (i) All newly hired regular employees shall serve a probationary period not exceeding ~~six~~ **(6)** consecutive months from the date of hire, during which period such an employee may be terminated if he is unsatisfactory for any work related reason. Upon satisfactory completion of the probationary period, the employee's seniority shall commence on the date of initial appointment. In the event a probationary employee has been absent from the workplace for ten (10) or more cumulative days, then after consultation with the Union the probationary period may be extended by the length of time of any unpaid leave of absence granted during the probationary period.
- (ii) Notwithstanding (i) above, an employee who is the successful applicant for a posted regular vacancy shall have their time previously worked in the same position credited towards the probation period, subject to a minimum of three (3) consecutive months probation in the posted position.
- (iii) An employee who **has** been converted from auxiliary to regular status, without a posting, shall not serve a further probationary period.

### **9.03 Auxiliary Employee Seniority**

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

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

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

#### **9.04 Seniority Lists**

- (i) The Employer shall maintain a list showing the length of continuous service (seniority) of each regular employee and a current list shall be mailed to the Union in January of each year.
- (ii) Where **two** (2) or more employees commenced work at the same time, the seniority of each employee shall be determined in accordance with the respective dates of application for employment.
- (iii) Past service in casual or temporary hours of work shall be accrued and recorded for the purposes of this Collective Agreement. Such hours of work and hours of work as an auxiliary employee shall be maintained by the Employer for the purposes of Article 10, Posting and Filling of Vacancies,

#### **9.05 Transfer Out of Bargaining Unit**

- (i) Employees shall not be transferred or promoted **out** of the bargaining **unit** without their consent. Such employees shall retain the seniority they have acquired up to the date of leaving the unit but shall not **continue to** accumulate seniority for periods of service outside the unit. When an employee is transferred or promoted out of the bargaining unit, the employee shall **shall** retain the right to return and upon returning, the employee shall bump into a position consistent with his previously accumulated seniority, qualifications, experience, skill and **ability** on the **basis of Article 11.03**, provided such position is not higher than his former bargaining unit position. Junior employees displaced as a result shall likewise be eligible to bump.
- (ii) Employees transferred or promoted pursuant to this Article shall be appointed for a period of time not to exceed two (2) calendar years, unless extended by mutual agreement of the Union and the Employer.

#### **9.06 Loss of Seniority**

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, or fails to accept recall under Article 11.06 (ii), or fails to report on the date and time required when recalled.

## **ARTICLE 10: POSTING AND FILLING OF VACANCIES**

### **10.01 Posted Vacancies**

- (i) Where a regular vacancy occurs, or a new regular position is established, the Employer shall post, for a minimum period of five (5) working days, a vacancy notice containing information related to the classification: (for example, pay rate, qualifications and work experience' desired). The conditions of employment noted herein shall also be included in any newspaper or outside advertisements.
- (ii) In addition to posting job vacancy notices within all departments as above, the Employer may, with the concurrence of the Union, advertise externally on a simultaneous basis.
- (iii) Temporary and auxiliary positions shall not be posted under this Article, except that temporary and auxiliary fixed term appointments, the duration of which the Employer anticipates will exceed three (3) months, shall be posted,
- (iv) All internal posted vacancies shall include the following statement on the notice "This is a Union position"

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

- (i) **The** following factors shall receive consideration when filling posted vacancies: qualifications, experience, skill and ability. When these factors are equal among applicants for the position, the employee from among this group **having** the greatest seniority shall receive preference.
- (ii) **All** determinations of qualifications, experience, skill and ability shall be made by the Employer. Whether such determinations were made in a fair and equitable fashion shall be subject to the grievance/arbitration procedures under this Agreement.
- (iii) In any arbitration pursuant to section (ii) above, if the Union is first able to demonstrate that the senior employee (grievor) presently has the qualifications, experience, skill and ability to do the job in question, the Employer must then establish that such qualifications, experience, skill and ability are not equal to those possessed by the successful applicant.
- (iv) *Notwithstanding 10.02(i) above, preference shall be given to the most senior outside employee who applies for the position provided that the senior employee possesses the qualifications, experience, skill and ability to do the work in question. This provision shall apply to all non-supervisory classifications in Pay Grade One (J1) through eight (J8) of Schedule "A".*

A regular employee applying for a posted vacancy who lacks the formal educational or technical certification required in the position shall not be rejected solely on that basis if he is judged by the Employer as having sufficient experience, skill and ability to otherwise satisfactorily perform the work in question, provided always that such employee is currently enrolled in an appropriate course of study or is in some other fashion acceptable to the Employer currently preparing to achieve the necessary certification and provided further that the employee can be expected to achieve such certification within a period of time deemed reasonable by the Employer. In such circumstances, the Employer shall consider the employee as having already achieved the required certification at the time of the promotional competition. The employee shall compete for the vacancy on this basis and, if successful in winning that competition over other applicants on the basis of section (i) above, he shall be awarded the position contingent upon successful achievement of such certification within the time limit established by the Employer for that purpose. If the employee fails to achieve such certification within this period, the employee shall revert to his former position.

In filling any posted vacancy on the basis of this section, a current regular employee having the required qualifications, experience, skill and ability to do the work in question will be given first consideration over an external applicant.

#### **Qualifications by Auxiliary Employees**

Auxiliary employees shall be eligible to apply for any vacancy posted under this Article and filled on the basis of Article 10.02. Provided always that the qualifications, experience, skill and ability of the auxiliary employee to perform the work in question is equal to that of an external applicant, the auxiliary employee shall receive preference.

Auxiliary employees who have completed their probationary period shall have seniority for purposes of applying for any posted position. An auxiliary employee's hours worked shall be recognized as seniority for purposes of this Article.

#### **Appraisal Period**

In the event that a currently employed regular employee is transferred or promoted and thereafter proves unsatisfactory or unable to perform the duties of a new position to the satisfaction of the Employer, the employee shall have the right, during this first or an extended appraisal period, to revert, without loss of seniority, to his former position, classification and pay rate,



- (ii) In all such cases of transfer or promotion, the initial appraisal per three (3) months, which period may be extended for an additional months through mutual agreement of the parties.

#### **10.05 Disclosure of Documents**

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

#### **10.06 Union Notification of Successful Applicant**

The Employer agrees to notify the Union, in writing, of the name of the applicant within fourteen (14) days of the appointment to the position.

### **ARTICLE 11: LAYOFFS, RECALL AND BUMPING**

#### **11.01 Definition**

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

- (i) the elimination of such position, or
- (ii) any reduction in working hours for a regular full-time employee,
- (iii) the permanent reduction of the working hours in their position to one (1) hour per day for a regular part-time or regular seasonal employee,
- (iv) the reduction in the rate of pay (pay grade) in the position as a result of an evaluation of the position.

#### **11.02 Layoff Order**

When laying off regular employees within each classification and department designated for the layoff by the Employer, the least senior regular employee shall be the first employee laid off, within that department; provided always that the employee(s) who remains within that classification and department shall have the qualifications, experience, skill and ability to perform the ongoing work:

### 11.03. Bumping Rights

- (i) Where a regular employee has received notice that he is not to be retained in the classification and department designated for layoff under Article 11.02, **such** employee may exercise his right to bump an employee of lesser seniority and transfer laterally into another job classification in the same department and at the same **pay** grade level, or alternatively into a **job** classification at a lower pay grade level, in the same department. An employee's right to **bump** another employee of lesser seniority shall depend on his having the qualifications, experience, **skill** and ability to perform the **work** in question. The decision regarding an employee's suitability, as above, for transfer shall be made by the Employer and whether such determination **was** made by the Employer in a fair and equitable fashion shall be subject to the grievance procedure.
- (ii) Where a regular employee has received notice of layoff and such employee chooses to exercise his bumping rights under section (i), such election shall be made within three **(3) working** days of the date of receipt of such notice.
- (iii) Where a regular employee has received notice of layoff and where such employee occupies a job classification which **is** comparable to other departments, the right to bump an employee of lesser seniority shall be extended on an interdepartmental **basis**, as outlined in section (i) above.
- (iv) Upward **bumping is** not permitted under this Article, except where an employee's position has been re-evaluated to a lower pay **grade and** the employee did not bump another employee at that time, upward bumping shall be permitted the next time a lay-off occurs to that employee and only to a position in their former higher **pay** grade. Regular part-time employees may only bump other regular part-time employees.
- (v) **When an** employee bumps a more junior employee in accordance with this Article, he shall be placed at the same increment step for the new wage grade as he occupied before so bumping.

### 11.04 Appraisal Period

- (i) Regular employees **who** elect to **bump** in accordance with Article 11.03, **or** who are recalled to employment in accordance with Article 11.06 (ii), except when re-employed in the same position as occupied before the layoff, shall serve an appraisal period not exceeding three **(3)** continuous months in the new position.

During this three (3) month period the employee shall be provided with an appropriate orientation and workplace assistance in the new position. During this period should the employee prove unable to satisfactorily perform the duties ~~of~~ *of* the new position, he shall be laid-off and placed on the recall list, and any employee(s) who was originally displaced shall have the right to return to his former position and pay rate.

- (ii) In no event shall any employee be permitted to bump a second time as a result of the same layoff,

#### **11.05 Recall List**

Regular employees laid off under this Article 11, and not bumping a more junior employee in accordance with Article 11.03, shall be placed on the recall list in seniority order for a period not to exceed twelve (12) consecutive months, provided that periods of temporary and auxiliary employment shall not establish new or additional recall rights.

#### **11.06 Recall Rights**

- (i) Regular **employees** who have been laid-off and placed on the recall list in accordance with this Article 11, shall have preference in rehiring by seniority; firstly, in the Departments from which they have been laid-off and secondly, in other Departments, provided the employee in question has the qualifications, experience, skill and ability to perform the **work** required.
- (ii) New employees shall not be hired following a layoff until the Employer has attempted to recall, in accordance with Article 11.07 below, former regular employees who have been laid-off and placed on the recall list and having the required qualifications, experience, skill and ability to perform the work in question.
- (iii) In no event shall the Employer be required to re-employ any former employee who has been laid-off and on the recall list for longer than twelve (12) consecutive months.
- (iv) Notwithstanding Article 11.06, Recall Rights, an employee who has been given notice of layoff and has chosen to bump in accordance with Article 11.03, Bumping Rights, and subsequently and within twelve (12) months the position from which they were laid off becomes available, such employee shall be offered recall rights to their former position, and if accepted, the vacancy shall not be posted. Seniority shall prevail if two (2) or more such employees seek recall to the same vacancy.

### 11.07 Recall Procedures

- (i) It shall be the responsibility of laid-off regular employees on the recall list to maintain their current telephone number and postal address with the Employer's Human Resource Department. When filling regular vacancies under Article 11.06 (ii), and before offering employment to new employees, the Employer shall attempt to contact a laid off regular employee on the recall list having the required qualifications, experience, skill and ability to perform the work in question, at the telephone number so provided, to instruct the employee of the position available, the rate of pay, other requirements of the position, the location, the date and time to report for work. Failing personal contact, the Employer shall send by courier a letter to the employee's current address as provided by the Employer by the employee. Should the Employer be unable to contact the employee within ten (10) working days from the postal registration date, or should the employee either not accept the recall, or fail to report on the date and time required, the employee shall, subject to section (iv) below, lose all rights to recall.
- (ii) The **date** and time to report may **be** extended by a maximum of ten (10) working days upon the approval of the Employer, should **the** employee **have** extenuating personal circumstances which make it impossible to report **as** required, provided always that the operational requirements of the Employer permit.
- (iii) Employees who are otherwise eligible for recall **but**, as **a** result of illness or temporary disability **are** unable to report for work, shall **be**, "bypassed". Employees on the recall list shall notify the Employer when they are to be temporarily **away** to provide a temporary phone number and address where the Employer shall be able to contact them during such absence.
- (iv) Employees shall have the right to refuse two (2) recalls, to employment during their twelve (12) month recall period before losing their recall rights.
- (v) The above sections notwithstanding, when it is not feasible to wait the ten (10) working days to contact the employee who is eligible for recall or to wait for such employee to **report**, **the** Employer reserves the right to hire other than the eligible employee on **a** temporary **basis**, until the eligible employee reports for work pursuant to this Article.

### **11.08 Status While on Recall List**

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

### **11.09 Temporary Layoffs**

This Article 11 does not apply to temporary layoffs of five (5) working days or less resulting from causes reasonably beyond the control of the Employer.

### **11.10 Special Placement**

- (i) When operational requirements permit, an employee who is disabled or infirm and, as a result, is permanently unable to perform his normal job duties may, through mutual agreement of the parties on an individual case by case basis, be permitted to bump into a position such disabled or infirmed employee has the present qualifications, experience, skill and ability to perform, provided such position is occupied by a junior employee and provided further that no upward bumping shall be permitted under this Article.
- (ii) Employees receiving special placement under this Article shall be paid the rate for the job into which they bump. Nothing in this Article in any way prejudices the Employer's right to terminate employees for culpable or non-culpable reasons.

### **11.11 Notice of Layoff**

- (i) The Employer shall provide written notice to regular employees, who do not bump a more junior employee in accordance with Article 11.03, and who, as result, are to be laid-off and placed on the recall list, two (2) calendar weeks prior to the effective date of their layoff. Employees who have completed three (3) years continuous service shall receive additional notice of one (1) calendar week; and for each subsequent completed year of continuous service, an additional one (1) calendar week, to a maximum total of eight (8) calendar weeks notice. If the employee is not given an opportunity to work the applicable notice period, he shall be paid for that portion of the notice period during which work was not made available.
- (ii) The Union shall be notified of all layoffs under this Article.

## 12: HOURS OF WORK

### Work-Week

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

### Work-Day

The normal regular full-time work-day for inside staff shall consist of seven (7) hours per day between 8:30 a.m. and 4:30 p.m., inclusive of a one (1) hour unpaid meal break.

The normal regular full-time work-day for outside staff shall consist of eight (8) hours per day between 8:00 a.m. and 4:30 p.m., inclusive of a one-half (½) hour unpaid meal break.

### Deviation in Normal Working Hours

Where a work-day or work-week is to be varied from that set out above, the Employer shall notify the Union in writing giving details of the proposed change. Any variation shall be by mutual agreement of the Employer and the Union, and shall be in writing.

### Continuous Operations

Notwithstanding Articles 12.01 and 12.02 and unless agreed otherwise between the Employer and the Union, the hours of work for regular full-time employees engaged in continuous operations shall not exceed **seven (7) hours per day** for inside staff, or **eight (8) hours per day** for outside staff. Overtime rates **shall be paid** for all hours worked in excess of the agreed daily straight-time hours. The total straight-time hours worked in any eight week cycle shall not exceed two hundred eighty (280) hours for inside staff, or three hundred twenty (320) hours for outside staff without overtime rates being paid.

### Irregular Work Schedules

The Employer and the Union recognize that regular part-time, regular seasonal and casual employees may be required to work irregular work schedules to conform with the operational needs of specific departments or work units. Such work schedules may vary from the work-day and work-week set out in Articles 12.01 and 12.02 above.

Unless agreed otherwise between the Employer and the Union, overtime rates shall apply for all work in **excess of seven (7) hours in a day** for inside staff and **eight (8) hours in a day** for outside staff.

- (ii) Employees are entitled, within each eight (8) week cycle, to the number of days of rest as those provided to a regular full-time employee. Overtime rates shall be paid for work on a scheduled day of rest. An employee is to be scheduled for more than five (5) consecutive days at straight-time rates, the Employer shall seek approval from the Union requiring the employee to work such shift arrangement.
- (iii) Total straight-time hours worked in any eight week cycle shall not exceed hundred eighty (280) hours for inside staff or three hundred two hours for outside staff without overtime rates being paid.

In those instances where a work-day or work-week is to be varied from that above, the Employer shall notify the Union in writing giving details of any changes.

### **12.06 Staggered Hours**

Staggered hours of work may be implemented, for specifically predetermined periods of time in various departments, sub-departments or work groups after consultation and approval of the Manager and the Union.

### **12.07 Notice of Shift Change**

- (i) In the event a regular employee's normal shift schedule is changed, the Employer will endeavour to give twenty-four (24) hours notice of change.
- (ii) When such notice is not given, the employee shall receive a premium of 60¢ per hour in addition to his regular basic pay for work on the first shift of the schedule to which he was changed and:
  - Effective January 1, 2008 the said premium shall be sixty (65¢)
  - Effective January 1, 2009 the said premium shall be seventy (70¢)
  - Effective January 1, 2010 the said premium shall be seventy-five (75¢).
- (iii) The above notwithstanding, this Article does not apply to emergency situations.

### **12.08 Reporting Pay**

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

- (ii) An employee reporting for and commencing work on a scheduled shift shall be paid not less than four **(4)** hours at the **regular rate**, unless discharged for cause or stopped by **bad weather**, in which instance the employee shall be paid for time worked, with a minimum of **two (2) hours**.
- (iii) On any day that an auxiliary employee commences work, the employee shall be paid a minimum of two (2) hours at the regular rate.

#### **12.09 Meal Breaks**

Provided operational requirements permit, regular part-time and auxiliary employees shall be eligible to receive an unpaid meal break after five (5) consecutive hours **worked** in any work-day. When operational requirements do not permit, such employees shall take lunch at their work station which shall be considered **part** of their normal **paid** work-day.

#### **12.10 Rest Breaks.**

A regular employee shall be entitled to one fifteen (15) minute **paid** rest break within each half of the full **shift**.

#### **12.11 Job Sharing**

- (i) *The number of job sharing units (pairings) shall be limited to a maximum total of two (2). Those departments where job sharing is to be permitted shall be identified by the Administrator or his delegate.*
- (ii) *Each job sharing unit (pairing) shall require the approval of the Manager, or his delegate, before being implemented.*
- (iii) *There shall be no extra costs to the Employer as a result of implementing or maintaining any job sharing unit (pairing).*
- (iv) *The two employees involved in each job sharing unit (pairing) shall share the wages, benefits and conditions provided under the collective agreement, to a combined maximum which is the same as if one employee occupied that position. Where it is impossible to split a benefit or condition between the two employees, one or both of the employees shall be required to pay the additional costs incurred by the Employer in making that benefit or condition available to both.*



- (v) *In order to institute a job sharing unit (pairing), voluntary acceptance by the incumbent currently occupying that position is required. The other member of the pairing shall be selected by the Employer with the primary consideration being compatibility. It is understood that job sharing units (pairings) shall not necessarily be posted and employees **seeking to be** involved should make their interest known in writing to the Human Resource Department.*
- (vi) *When one member of a job sharing unit (pairing) is absent (e.g. sick leave, vacation, etc.) the other member of that unit (pairing) shall make every reasonable effort to cover for such absence by working full time, rather than employ a temporary replacement when full-time coverage is required by the Employer.*
- (vii) *When both incumbents or the Employer wishes to discontinue the combined assignment, the incumbent **longest** in the shared position shall be given preference over the junior incumbent in filling the full-time position. The junior incumbent shall be either laid off or "bump" a more junior employee in accordance with Article 11 of the Collective Agreement, on the same basis as any other regular part-time employee.*

## **ARTICLE 13: OVERTIME**

### **13.01 Overtime Rates**

- (i) Overtime rates shall apply for all **work** performed by an employee in excess of seven (7) hours **in any work-day**, or **thirty-five (35) hours in any work-week** for inside staff; or eight (**8**) hours in any work-day or forty (**40**) hours in any work-week for outside staff and continuous operations employees.
- (ii) The overtime rate shall be time and one-half (1½) for the first four (**4**) hours of overtime worked in any work-day, and **double time (2x)** thereafter.
- (iii) These overtime rates shall be calculated on the normal salary or wage of **the** employee having worked such **overtime**.

### **13.02 Saturday and Sunday Work**

Except for personnel engaged in continuous operations, **regular** employees shall not ordinarily be required to work on a Saturday or Sunday except in special circumstances. When required to work, overtime rates shall be paid **at the rate** of double time (**2x**), except between 8:00 a.m. and 12:00 noon on Saturday **which** shall be compensated at the rate of time and one-half (**1½**). If overtime is worked on a Saturday which **is** also a statutory holiday, then double time shall be **paid** for all hours worked.

### **13.03 Time-off in Lieu of Overtime**

The Employer shall give reasonable consideration to requests from regular employees working overtime that compensation be in the form of time-off rather than in **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.

### **13.04 Call-Out**

Except for those employees on scheduled standby duty, regular employees or auxiliary employees (refer to **Article 1.13**, Call-out) required to return to work, **as the result of a call-out**, shall be compensated at double time (2x) rates, with a minimum of two (2) hours pay at double time (2x), for each call-out.

### **13.05 Standby**

- (i) Employees who are designated as being on standby shall receive an allowance equal to two (2) hours pay at their regular rate **for** each eight hour **shift of** standby duty.
- (ii) Employees on standby duty who are required to respond to a call-out shall receive, time and one-half (1½) their regular rate for the first four (**4**) hours and double time (2x) thereafter, with a minimum of **two (2)** hours pay at the overtime rate.
- (iii) Employees who are required to respond to a call-out *on* a statutory holiday shall receive pay at double time (2x) for all hours actually worked; **with** a minimum of two (2) hours pay at the overtime rate.
- (iv) An employee who responds to a call-out may leave work and subject to operational needs return home when the employee has completed the work that was required for the call-out.
- (v) Within a work unit of a department, **the** Employer shall endeavour to equitably distribute standby duties amongst those who are qualified and willing to perform the required work.
- (vi) In the event the Employer determines there are not sufficient numbers of employees willing to assume standby duties, then the Employer shall retain the right to assign employees to perform standby duties.

## ARTICLE 14: SHIFT DIFFERENTIAL

**14.01** Regular employees, probationary employees or auxiliary employees working full-time shifts in excess of three (3) continuous months, who are employed on afternoon or graveyard shifts shall receive a **shift** differential in the amount of sixty cents (60¢) per hour while working the afternoon shift (4:00 p.m. to midnight) and:

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

and seventy cents (70¢) per hour while working the graveyard shift (midnight to 8:00 a.m.) and:

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

This shift differential shall apply only for straight time hours actually worked.'

## ARTICLE 15: WAGES/SALARIES AND ALLOWANCES

### 15.01 Schedule "A" and "B"

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

### 15.02 Pay While Relieving in a Higher Rated Position

- (i) When a regular employee is appointed by the Employer to perform **the full duties** of any higher paid position than his own:

- (a) Outside staff, as defined in Article 1.10, shall receive the rate for the higher position for the time spent in such higher position, subject to section (ii) below.
  - (b) Inside staff, as defined in Article 1.09, shall receive the minimum salary for the higher position, or an amount equal to one increment above the employee's regular salary, whichever is the greater, for the total of the time spent in the higher position, subject to section (ii) below.
- (ii) In the event that an employee does not perform the full duties of the higher position, a pay adjustment in an amount determined by the Manager prior to commencing such duties when it is practical to do so, shall be made to compensate for the additional responsibilities assumed which adjustment shall not be less than one (1) increment above the employee's regular salary.
  - (iii) It is the desire of the parties that pay for relieving in a higher rated position should, when operational requirements permit, be limited to a maximum period of six (6) consecutive months.

#### **15.03 Service Pay**

All regular employees who have completed five (5) years continuous service with the Employer shall receive service pay at the rate of ten cents (10¢) per calendar-day; and an additional ten cents (10¢) per calendar-day on completion of each additional five (5) years of service.

#### **15.04 Vehicle Allowance**

*When an employee utilizes their personal vehicle for business purposes they shall be reimbursed for vehicle expenses at the rate of fifty cents (50¢) for the first three thousand (3,000) kilometres driven per year and forty-four cents (44¢) per kilometre thereafter.*

#### **15.05 First Aid Allowance**

An employee who is required by the Employer to hold a valid Level 2 Occupational First Aid Certificate shall be paid fifty dollars (\$50.00) bi-weekly and:

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

*The cost of certification and re-certification and paid time off work to write examinations to attain the certificate shall be borne by the Employer for those regular employees required to hold valid Occupational First Aid Certificates.*

#### **15.06 Pesticide Sprayer Allowance**

An employee who possesses the *Integrated Pest Management* certification shall receive an allowance of sixty cents (60¢) per hour when required to apply pesticides, in addition to their regular rate of pay and:

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

#### **15.07 Professional Fees and Dues**

Regular employees designated by the Employer to maintain membership in a professional organization/society as a condition of their employment, shall be reimbursed their annual membership fee upon presentation of proof of payment to the Employer.

#### **15.08 Aquatic Re-certification**

Regular employees who work in positions in aquatic programs, who are required to periodically re-certify their qualifications, shall be reimbursed such costs upon successful re-certification.,

### **ARTICLE 16: SALARY INCREMENTS**

#### **16.01 Earned Increments**

- (i) It is expressly agreed, while Schedule "A" provides a minimum and maximum salary, annual increments of all regular employees are to be earned before they are paid. The decision as to whether a salary increment has been earned shall rest with the Employer, based upon a recommendation of the department head, division head or section supervisor responsible for the employee's area of work,
- (ii) If an employee feels aggrieved with regard to the matter of annual increments, it shall be the responsibility of such employee to forward in writing to the Union the reason for such grievance. If the Union feels the employee concerned has a justifiable complaint and notifies the Employer, and where the complaint is not resolved through discussion, then the matter shall be processed through the grievance procedure, as set forth in Article 7.

- (iii) An auxiliary employee **who is** the successful applicant for a posted regular vacancy or converted to regular status shall have their previous time worked in the same position credited for the purpose of increments.

#### **16.02 Normal Increments**

Upon completion of the first twelve (12) months of service and subject to the provision of Article 16.01, the first salary increment applicable under Schedule "A" shall be granted. Thereafter, salary increments **shall** continue to **be** granted after serving a minimum of twelve (12) months at the previous step, in accordance with Article 16.01.

#### **16.03 Effect of Lateral Transfers on Increments**

Where **an** employee accepts a lateral transfer from one department to a position in the same classification in another department, he shall retain the increment date which was applicable immediately prior to his transfer.

#### **16.04 Effect of Promotion on Increments**

The first increment shall **be** granted after twelve (12) months and all future increments shall be granted in accordance with Article 16.02.

#### **16.05 Re-employment Within Six Months**

If an employee leaves the employ of the Employer, or is on an approved leave of absence for a period not exceeding six (6) months, or **is** laid off for a period not exceeding twelve (12) continuous months, and **is** re-employed in his last classification, his last increment date shall be retained.

### **ARTICLE 17: ANNUAL VACATIONS**

#### **17.01 Entitlement**

Paid annual vacations for regular employees shall be as follows:

- (i) In the first calendar year of service: a prorated vacation entitlement based upon time actually worked in the year **as** a percentage of fifteen (15) working days. Employees commencing employment prior to September 1st may elect to take time-off with pay, or alternatively receive a cash payment, for all annual vacations earned prior to December 31st. Where an employee elects to take the cash payment, such payment will **be** made after December 31st. Where an employee elects to take time-off, such time must **be** taken before December 31st. **All** employees commencing employment after August 31st shall be paid vacation pay at the rate of six percent (6%).

- (ii) In the first (1st) year of service as defined in Article 17.03, and up to the end of the fourth (4th) year of **service** - fifteen (15) days vacation per annum.
- (iii) In the fifth (5th) year of service as defined in Article 17.03, and up to end of the eighth (8th) year of service - eighteen (18) days vacation per annum.
- (iv) In the ninth (9th) year of service as defined in Article 17.03, and up to the end of the sixteenth (16) year of service - twenty-three (23) days vacation per annum.
- (v) In the seventeenth (17th) year of service as defined in Article 17.03, and up to the end of the twenty-fourth (24) year of service - twenty-eight (28) days vacation per annum.
- (vi) In the twenty-fifth (25th) year of service and thereafter as defined in Article 17.03, and up to the end of the twenty-ninth (29th) year of service - thirty (30) days vacation per annum.
- (vii) In the thirtieth (30th) year of service and thereafter as defined in Article 17.03, and each year thereafter - thirty-three (33) **days** vacation per annum.

#### **17.02 Termination of Employment**

Employees **who** leave the service of **the** Employer before the end of the year will have their vacation entitlement calculated on a prorated **basis**. In **those cases** where an employee has taken his full vacation entitlement before the end of the year, an appropriate deduction shall be made on termination of employment.

#### **17.03 Vacation Year**

For purposes of this Article; annual vacation shall **be** earned, computed and taken on a calendar year basis.

#### **17.04 Accrual of Vacation**

With the approval of the *Administrator*, a regular employee may accrue a portion of his current annual vacation entitlement. Employees in their first (1st) to tenth (10th) calendar year of service may accrue up to five (5) working days, while employees in their eleventh (11th) and all subsequent calendar years of service may accrue up to ten (10) working days. **All** requests for accrual of annual vacation should be submitted to the Human Resource Department through the appropriate department head, or supervisor before November 30th of each year, **in** order that full consideration may be given to such request before year-end.

## **ARTICLE 18: STATUTORY HOLIDAYS**

### **18.01 Entitlement**

The following have been designated as paid statutory holidays for regular or probationary employees:

New Year's Day	Good Friday
Easter Monday	Victoria Day
Canada Day	British Columbia Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
<b>Boxing Day</b>	

plus (+) any other public holiday proclaimed by the City of Victoria, the Province of British Columbia or the Federal Government.

### **18.02 Work on a Statutory Holiday**

Where a regular or probationary employee *is* scheduled to work on a statutory holiday, he shall be compensated at the rate of double time (2x) for all hours worked on such day and be given a day off with pay in lieu of the holiday.

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

Where a regular or probationary employee *is* on annual vacation and a paid statutory holiday occurs and is celebrated during such period, the paid statutory holiday shall not be considered as part of the employee's vacation, and an additional day-off with pay shall be granted to such employee, at a time acceptable to the employee and the Employer.

### **18.04 Statutory Holiday Falling on a Regular Scheduled Rest Day**

Where a regular or probationary employee's regularly scheduled rest day occurs on the day a statutory holiday occurs and is celebrated, he shall be given an additional day off in lieu thereof, at a time acceptable to the employee and the Employer.

## **ARTICLE 19: SICK LEAVE**

### **19.01 Entitlement**

- (i) In cases of illness, regular employees, who have completed three (3) months of continuous service, shall be granted sick leave with pay in accordance with the following schedule:



- (ii) With the exception of regular employees who were actively employed on June 7, 1984 and who are eligible for the "grandfathering" provisions pursuant to the Letter of Understanding No. 1 attached to this Agreement:
- (a) During the first calendar year of service: one (1) day for each completed month of **service** commencing upon satisfactory completion of three (3) months of continuous service.
  - (b) Upon completion of the first calendar year of service and up to and including the fifth (5th) year of service: twelve (12) days per year.
  - (c) Upon completion of the fifth (5th) calendar year of service and up to and including the fifteenth (15th) year of service: eighteen (18) days per year.
  - (d) Upon completion of the fifteenth (**15th**) calendar year of service and each completed year of service thereafter: twenty-four (**24**) days per year.
  - (e) The yearly sick-leave entitlements set-out in sections (a) through (b) 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,

#### **19.02 Proof of Illness**

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

### **19.03 Sick Leave Accrual**

With the exception of those regular employees who were actively employed on June 7, 1984, and who are eligible for the "grandfather" provisions pursuant to Letter of Understanding No.1, the unused sick leave entitlement shall accrue and be available to employees as provided in Article 19.01, 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 (6<sup>th</sup>) year to and including the fifteenth (15<sup>th</sup>) year of employment, but in the sixteenth (16<sup>th</sup>) year and each year thereafter, the amount of accrual shall be fifty percent (50%) of the unused entitlement. The maximum accrual allowance to one (1) employee shall be one hundred and thirty (130) days.

### **19.04 Sick Leave Payout**

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

### **19.05 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 19 (Sick Leave) up to the amount of:

- (i) benefits received **from** the **Employer as** sick leave under Article 19 (Sick Leave); or
- (ii) benefits received from the Insurance Corporation **of** British Columbia or a court action and designated as compensation **for** loss of wages, whichever is less.

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

### **19.06 Sick Leave During Vacation**

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

## **ARTICLE 20: EFFECT OF ABSENCE ON SICK LEAVE, VACATIONS AND STATUTORY HOLIDAYS**

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

**20.02** Regular 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,

## **ARTICLE 21: COMPASSIONATE LEAVE**

**21.01** Regular 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 ( $\frac{1}{2}$ ) day per year.

**21.02** In the event of the death of a regular employee's fellow employee or relative not listed in Article 21.01, the employee may be granted reasonable unpaid time off for the purpose of attending the funeral.

### 21.03 Compassionate Leave While on Vacation

Leave of absence, with pay, shall be granted to an employee in the event of a death of a member of the immediate family defined in Article 21.01 (i) and (ii), Compassionate Leave, while the employee is on annual vacation.

### ARTICLE 22: JURY OR COURT WITNESS DUTY

- 22.01 (i) Where a regular employee, regular probationary or auxiliary employee working full-time shifts in excess of three (3) continuous months has been selected to serve as a juror, or ordered to appear as a witness in any court action, he shall be granted leave of absence for such purpose.
- (ii) Except where the court action is occasioned by such employee's private affairs, the leave of absence shall be with pay, **provided** that the employee turns over to the Employer any monies received for such service, other than normal expenses.

### ARTICLE 23: GENERAL AND OTHER LEAVE

#### 23.01 General Leave

The Employer may grant approval for a regular employee to take a leave of absence without pay for special purposes. Written requests for such leaves of absence should be submitted to the Human Resources Department through the appropriate department head or supervisor for processing.

#### 23.02 Leave for Training

Leaves of absence for education, skills upgrading or such other training purposes, as may be approved by the department head and the Manager, shall not be a reason for loss in seniority. Continuation of all or a portion of the regular employee's benefits shall be determined in writing, prior to the granting of leaves of absence for this purpose.

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

- (i) A Regular Employee shall in each calendar year be entitled to utilize up to a maximum of three (3) paid work days for the purposes of personal leave (such as, but not limited to, marriage of employee; wedding of the employee's child; birth or adoption of the employee's child except while on maternity, parental or adoption leave; citizenship), household or domestic emergency and family illness leave.
- (ii) Such leave shall apply only on the work day on which the situation occurs, and provided the Employer is open for business.

- (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.*
- (v) *The Employer reserves the right to seek a satisfactory reason for the leave.*
- (vi) *It is understood that the provisions of this Article shall not apply to employees when assigned to maintain services during an emergency (such as snow removal) or the maintenance of essential services (defined as the minimum staffing requirement as determined by the regulations for ammonia plants),*

#### **23.04 Benefit Trust Leave**

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

### **ARTICLE 24: LEAVE OF ABSENCE UNION OFFICIALS**

#### **24.01 List of Union Officials**

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

#### **24.02 Leave for Union Business**

- (i) All applications for leave of absence to conduct Union business, whether with or without pay, shall be granted only upon application to, and upon receiving permission from the Administrator, or such other management person as designated by the Administrator.
- (ii) Not more than three (3) official representatives of the Union shall be granted time-off without loss in regular salary/wages when meeting with official representatives of the Employer for the purpose of:
  - (a) settling a grievance that has not been referred to a third party or to arbitration,
  - (b) Union/Management Committee meetings,
  - (c) Safety Committee meetings,

- (d) Reclassification meetings,
  - (e) Joint Committees *meetings*.
- (iii) Not more than three (3) official representatives of the Union shall be granted ~~time-off~~ without loss in regular salary/wages when meeting with official representatives of the Employer while negotiating the renewal or revision of this Collective Agreement, where the matters in dispute have not been referred to any third party.
  - (iv) Official representatives of the Union shall be granted leaves of absence without salary or benefits for the purpose of attending meetings or transacting other business in connection with matters affecting members of the bargaining unit.
  - (v) The Union shall provide the Employer with reasonable notice prior to the commencement of any leave granted under this Article 24.02.
  - (vi) When leave without pay is granted under section (iv), the Employer shall not make a deduction from the regular salary or the benefits of the employee(s) on leave provided the Union reimburses the Employer the amount of the salary and benefit costs within thirty (30) days of the invoicing date by the Employer.

#### **24.03 Public Office Leave**

- (i) The Employer shall grant unpaid leave of absence without loss of seniority so that an employee may stand as a candidate for a federal, provincial or municipal elective public office up to and including **eight (8) weeks** provided written notice is given to the Employer a minimum of two (2) weeks in advance of the effective date of the leave.
- (ii) An employee elected to a full-time public office shall be granted unpaid leave of absence for their term of office, During such leave of absence, seniority, benefits and entitlements shall be frozen and shall not continue to accrue or be utilized by that elected employee.
- (iii) An employee elected or appointed to a public office, which is not of a full-time nature, may be granted time off work without pay subject to:
  - (a) written application being made to the Employer a minimum of five (5) days in advance; and,
  - (b) the unpaid leave of absence shall be taken in a minimum of one (1) day blocks unless otherwise agreed to by the employer; and,

- (c) the aggregate of unpaid leave of absence shall not exceed ten (10) working days in any calendar year to conduct business or thirty (30) days if serving as Mayor or Chairperson. By mutual agreement of the parties, this leave may be extended.
- (d) a request for extended leave shall not be unreasonably withheld.
- (iv) An employee who obtains such leave of absence pursuant to (ii) above must return to work with the Employer within thirty (30) calendar days after completion of public office.

#### **24.04 Leave for Full-Time Union Duties**

- (i) An employee who has been offered a temporary or full-time position with the Canadian Union of Public Employees, the British Columbia Federation of Labour, or the Canadian Labour Congress shall be granted unpaid leave of absence without loss of seniority for *the term of their appointment*.
- (ii) An employee elected to a full-time Union office shall be granted unpaid leave of absence for their term of office. During such leave of absence, seniority, benefits and entitlements shall be frozen and shall not continue to accrue or be utilized by that elected employee, *however, the provisions of Article 24.02(vi) shall apply*.
- (iii) A request for such leaves shall be provided to the Employer in writing a minimum of thirty (30) days prior to the effective date of the leave.

### **ARTICLE 25: MATERNITY, PARENTAL AND ADOPTION LEAVE**

#### **25.01 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 the father of the child shall be entitled to both maternity and parental leave without pay.

(ii) 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.

(iii) Adoptive Parent

An employee who **is** the adoptive father or the 'adoptive mother shall be entitled to up to seventeen (17) consecutive weeks of adoption leave without pay.

In addition, an employee who is the adoptive father or the adoptive mother shall **be** entitled to up to thirty-seven (37) weeks of parental leave. An employee **shall** take the parental leave within fifty-two (52) weeks of the date the child comes within the care and custody of the employee.

(iv) 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,

(v) 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) consecutive weeks.

**25.02 Notice Requirements and Commencement of Leave**

- (i) **An** employee who requests adoption or 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, adoption 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.

### 25.03 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 Article 25.05, 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.

### 25.04 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, adoption 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, adoption leave or parental leave who has notified the Employer of their intention to return to work pursuant to Article 25.02 (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.

### **25.05 Benefits**

- (i) 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.
- (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.

### **25.06 Supplementary Employment Insurance Benefits**

- (i) 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.
- (ii) 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 mother *or adoptive mother*, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (iii) 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*.
- (iv) 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:
- (v) Should an employee resign prior to the expiration of their maternity, parental and/or adoption leave, or fail to remain in the active employ of the Employer for at least six (6) months after their return to work, the Employer shall recover monies paid pursuant to the SEIB Plan on a pro-rated basis.
- (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.
- (viii) *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.*

#### 25.07 Seniority

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

### **ARTICLE 26: BENEFIT PLANS**

#### **26.01 Medical Services Plan and Extended Health Benefits**

- (i) The Employer shall contribute eighty percent (80%) of the monthly cost of the Medical Services Plan of British Columbia and of the Extended Health Benefits Plan under the trusteeship of the Capital Area Benefit Advisory Group for regular employees who have completed three (3) continuous months of service, provided that the employee agrees to contribute the remaining twenty percent (20%) of both plans by payroll deduction,
- (ii) The Extended Health Benefit coverage shall include vision care providing for full reimbursement towards the cost of the purchase of one pair of eyeglasses every two (2) years for each regular employee and his dependents to a maximum cost of four hundred dollars (\$400.00) per pair and effective January 1, 2008 an employee or eligible dependent shall be entitled to apply the four hundred dollars (\$400.00) for eye glasses (each two years) to laser eye surgery; hearing aids to a maximum of two thousand dollars (\$2000.00) every five (5) years; an unlimited lifetime maximum; BlueNet and no deductible,

The parties agree that the Employer shall utilize the employee portion of the EI rebate to improve the Extended Health Benefit coverage,

- (iii) 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.

### Group Life Insurance

All regular employees shall, following completion of three (3) continuous months of service, participate in the Employer's Group Life and Accident Insurance Plan, under the trusteeship of the Capital Area Benefit Advisory Group, as a condition of employment. Each employee shall be entitled to insurance coverage equal to two times (2x) annual salary to a maximum principal amount of insurance of two-hundred and twenty-five thousand dollars (\$225,000.00), with adjustments being made on an Individual basis to correspond with changes in annual salary. The Employer agrees to pay eighty (80%) percent of the cost of such coverage and, the employee shall pay the remaining twenty percent (20%) of the cost. The Employer shall pay eighty (80%) percent of the premium of Group Life Insurance for spouses and dependent children as defined in the Plan in the principal amount of five thousand dollars (\$5,000) and two thousand dollars (\$2,000), respectively.

Any employee covered under the Group Life and Accident Insurance Plan who retires prior to normal retirement age, as provided in the Municipal Pension Plan, shall be permitted to continue his insurance policy as an individual policy effective until the employee's normal retirement age without any increase in excess of the group premium, provided the employee pays the total premium.

### Municipal Pension Plan

All newly hired regular employees shall participate under the Municipal Pension Plan, subject to the terms and conditions of such Plan, from their initial date of hire as a regular employee.

A newly hired employee, who was previously participating under the Municipal Pension Plan or a reciprocal plan, shall immediately be enrolled in the Plan, provided the new hire has not withdrawn their previous contributions and provided the break in service of the employee is thirty (30) calendar days or less.

Auxiliary employees, who become eligible subject to the terms and conditions of the Pension Benefits Standards Act, may participate in the Plan.

The Employer may rehire on an auxiliary basis superannuated employees provided such re-hirings do not prevent the promotion of employees from less senior positions.

- (v) *An employee who prior to April 1, 2007 had purchased from the Pension Plan the time served by the employee in a probationary period with their current employer (which had not before been considered pensionable service) shall be reimbursed fifty per cent (50%) of the cost by their employer upon the employee producing the receipts provided the employee has reached the minimum retirement age.*

#### **26.04 Death Benefits**

In the event of death of any regular employee who had been employed by the Employer continuously for two (2) years, the Employer shall grant to the direct deposit bank account of such employee a sum equal to one (1) month's salary or wages calculated at the rate to which he was entitled at the date of such sums to be in addition to any salary or wages accrued to the employee at the time of his death.

#### **26.05 Dental Plan**

The Employer shall maintain a dental plan for regular employees following three (3) months continuous service, under the trusteeship of the Benefit Advisory Group which shall provide for payment of one hundred percent (100%) of claims under Plan "A" (basic services), fifty percent (50%) under Plan "B" (prosthetic appliance and crown and bridge procedures) and fifty percent under Plan "C" (Orthodontics) to a maximum lifetime benefit of one thousand dollars (\$1,500) for each eligible employee and eligible dependent and

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

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

#### **26.06 Effective Date of Benefit Coverage**

It is understood that a regular employee's initial benefit coverage in the areas of Life Insurance, Health Services, Dental, Extended Health, Group Life Insurance and Accidental Dismemberment benefit plans will come into effect on the first day of the following three (3) consecutive months of service.

It is understood that a regular employee's initial benefit coverage in the Long Term Disability benefit plan will come into effect on the **first day** of the month following six **(6)** months probationary period.

#### **26.07 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 Services Plan, 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,

#### **26.08 Same Sex Relationships**

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

#### **26.09 Pre-Retirement Seminar**

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

#### **26.10 Long Term Disability Plan**

- (i) The Employer **and** the **Union** shall participate in the Long Term Disability Plan provided under the joint GVLRA/COPE LTD Trust, or its successor trust when applicable, pursuant to the Trust Agreement executed by Trustees representing the Union and the Greater Victoria Labour Relations Association on behalf of the Employer effective January **1** 1987, which Trust Agreement may be amended from time to time by the Trustees.

- (ii) **All** regular employees shall participate in this LTD Plan as a condition of continued employment. The required contributions for this coverage shall be as determined and amended from time to time by the Trustees and shall be shared equally by each employee through payroll deduction and the Employer (50% each), provided that in **no** event shall the total cost of such coverage exceed *three* percent (3%) **of** the total payroll for basic CUPE wages. Should the current benefits prove impossible to maintain for this *three* percent (3%) maximum in accordance with accepted actuarial accounting methods, the benefits shall be amended by the Trustees so that the *three* percent (3%) total cost is maintained.
- (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** reasonably qualified or may reasonably become qualified.
- (c) **A** seventeen (17) week qualification **period** from the date **of** disability during which no benefit is payable under the Plan.
- (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.

### Benefits While on Long Term Disability

- (a) An employee during the qualification period and while in receipt of Long Term Disability benefits shall be considered to be on approved leave of absence. Such an employee, including one engaged in rehabilitation employment with the Employer, shall continue to be covered by the provisions of the Medical Services Plan, Extended Health Plan, Group Life Insurance and Dental Plan. While in receipt of Long Term Disability payments, contributions to the 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 premium costs shall be shared fifty per cent (50%) by the Employer and fifty per cent (50%) by the recipient for the duration of their claim.*

- (c) Seniority shall continue to accrue while on Long Term Disability.
- (d) The GVLRA/CUPE LTD Trust may examine possible options to improve health and welfare benefit entitlements and make such recommendations to the parties to this agreement as the Trustees deem appropriate.

### Eligibility of Previous Employer's Benefit Plans

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

they were previously employed by a municipal Employer in the Capital Regional District immediately prior to being hired, and

they were previously enrolled in such plans and will not have a break in benefit coverage, and



- (iii) they continue to maintain their benefit plan coverage during probationary period and pay one hundred percent (100%) of the premiums for such coverage.

#### 26.12 Survivor Benefit

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

### ARTICLE 27: NEW AND REVISED CLASSIFICATIONS

#### 27.01 Job Descriptions

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

#### 27.02 Pay Reviews

- (i) Where the work of a position changes sufficiently to warrant reclassification, the employee, or the Union, involved may request a review of the pay rate for such position in writing.
- (ii) Where a new position is established by the Employer, the rate for such new position shall be established by the Employer for a period of six (6) months. The employee(s) involved, or the Union, may request a review of this pay rate following the completion of this six (6) month period.
- (iii) *In an effort to expedite pay review requests, the Employer, through its Human Resources Department, shall complete all pay reviews within ninety (90) days of the employee's request under section (i) and will present its findings to the Union President and Vice-President. The Union (President and Vice-president) and Employer agree with respect to any pay review, it will be implemented in accordance with (vi) below. Should the parties not agree on the pay review, the request will be forwarded to the Classification and Pay Review Committee in (iv) below.*

- (iv) The Classification and Pay Review Committee (as **set** out in Article 27.03 below) shall complete the requested pay review within ninety (90) days of the employee's request under section (i) or (ii) and present its findings. 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.
- (v) Pay reviews and arbitrations conducted pursuant to this Article shall be based primarily upon internal comparison to other positions contained in this collective agreement, with such Internal comparison to be based, unless the parties otherwise agree, primarily on the job evaluation plan and applicable weightings (which shall be deemed to be an Appendix to this agreement) previously agreed to by the parties.
- (vi) When a position changes sufficiently to warrant a reclassification and a different rate of pay results, such different rate shall **be** paid retroactively to the date the request for review was first received.

### 27.03 Classification and Pay Review Committee

- (i) The Employer and the Union mutually agree to establish a joint committee for the purpose of reviewing matters related to the reclassification and re-evaluation of existing positions. Such committee shall consist of not more than three (3) representatives from either the Employer or the Union. The Classification and Pay Review Committee shall:
  - (a) screen and review written submissions and supporting documentation related to requests for the reclassification or re-evaluation of a specific job or series of job classification;
  - (b) discuss the merits of each case and where possible reach agreement on the matter under review;
  - (c) notify the employee(s) of the Committee's decision with regard to the final disposition of his case.
- (ii) The Employer and the Union agree to jointly undertake any necessary research requested to assist with the final adjudication of each case.

### 27.04 Salary Protection

- (i) An employee whose position was grandparented upon implementation of job evaluation / pay equity shall maintain their existing rate of pay and shall receive all general wage increases for the duration of the current collective agreement while such employee remains in their current position.

- (ii)- An employee, whose position has been re-evaluated downward as a result of an evaluation initiated after the date of ratification of this agreement to a pay grade below that pay grade presently received by the employee, shall be "blue-circled".
- (iii) For the purposes of this Article, "blue-circled" means that the employee shall continue to receive fifty percent (50%) of the negotiated wage increases applicable to the employee's re-evaluated position until the wage rate of the employee's position equals or exceeds the wage rate being received **by** the employee.
- (iv) In the event an employee had been "red-circled" by the Employer prior to the date of ratification of this collective agreement, such employee shall effective midnight on December 31, 2001 no longer be "red-circled" and shall have their rate of pay changed to "blue-circled",
- (v) For the purposes of this Article "red-circled" means that the employee shall not receive negotiated wage rate increases until the wage rate of the employee's re-evaluated position equals or exceeds the wage rate being received by the employee.

#### **27.05 Positions to be Posted**

- (i) ***Where the re-evaluation of a position results in a three (3) or more pay grade wage increase for the position, then the position shall be posted as a vacancy unless otherwise agreed by the Employer and the Union.***
- (ii) Where an incumbent employee is not the successful applicant for the posted vacancy, then such employee shall be laid off and exercise bumping rights pursuant to this collective agreement.

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

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

#### **ARTICLE 28: TECHNOLOGICAL CHANGE**

- 28.01** The Union recognizes the right of the Employer to introduce technological change for the purpose of improving operating efficiency.
- 28.02** Where a technological change is to be implemented which (i) affects the terms and conditions, or security of employment of a significant number of employees to whom the Collective Agreement applies; and (ii) alters significantly the basis upon which the Collective Agreement was negotiated, the Employer shall give a minimum of ninety (90) days written notice of such change to the Union.

28.03 Within fifteen (15) days from the date of such notice', the Employer and the **Union** shall form an ad hoc Technological Change Committee, consisting of two (2) members from each party, to discuss and resolve, **if possible**, all matters pertaining to the proposed change.

28.04 Where the introduction of such technological change results **in an employee** becoming redundant, the above committee shall include in its discussions, opportunities for retraining, transfer, or the matter **of** severance pay for **such** employee.

28.05 Where the committee **is** unable to resolve a dispute arising from the technological change, the matter shall be resolved, without stoppage of work, in accordance with the Grievance/Arbitration procedure established in this Agreement.

#### **ARTICLE 29: SUB-CONTRACTORS**

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

#### **ARTICLE 30: NO STRIKES OR LOCKOUTS**

30.01 During the term of this Agreement there shall be no lockouts **by** the Employer, or any person acting on behalf of the Employer; nor shall there be **any** strike, 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.

#### **ARTICLE 31: NO OTHER AGREEMENTS**

31.01 No employee covered by this Agreement shall be required or permitted to make any written or verbal agreement with the Employer, or its representatives, which **is** in conflict with the terms and conditions herein contained,

#### **ARTICLE 32: MANAGEMENT RIGHTS**

32.01 The Employer shall have the exclusive right to manage and direct the working force within the bargaining unit, subject to the terms of this Agreement.

## **ARTICLE 33: NO DISCRIMINATION**

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

## **ARTICLE 34: SEXUAL AND PERSONAL HARASSMENT**

### **34.01 Sexual Harassment**

- (i) The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment and agree to co-operate in attempting to resolve, in a confidential manner, all complaints of sexual harassment which **may** arise in the work place.
- (ii) For purposes of this Agreement, sexual harassment shall be defined as any sexually oriented practice which undermines an employee's health or job performance, or endangers an employee's employment status or potential.
- (iii) Cases of sexual harassment shall be considered **as** discrimination and, if not resolved on a confidential basis pursuant to section (i) above, shall be eligible to be processed as a grievance. In cases of sexual harassment, an Arbitration Board, shall have the power to transfer or discipline any person found guilty of sexually harassing an employee.

### **34.02 Personal Harassment**

- (i) *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.*
- (ii) *For the purposes of **this** Article:*
- (a) *Personal harassment is generally a pattern of behaviour consisting of offensive comments or actions that serve to demean, belittle or intimidate an employee(s) or cause personal humiliation;*

- (b) *Personal harassment **may** include conduct related to unlawful discrimination **under the Human Rights Code**;*
- (c) *Personal harassment does not include reasonable management activities to direct and manage the work force, including counselling, performance management and corrective discipline.*
- (iii) *Cases of personal harassment shall, if not resolved, be eligible to be processed as a grievance.*

## **ARTICLE 35: OCCUPATIONAL HEALTH AND SAFETY**

### **35.01 Mutual Co-operation**

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

### **35.02 Hazardous Substances**

The Employer shall provide the Union *and affected employees with such* information as may come into the Employer's possession which identifies the dangers involved with hazardous substances that employees are required to use in the course of their work.

### **35.03 Occupational Health and Safety Committee**

The parties agree to establish an Occupational Health and Safety Committee per the W.C.B. Regulations. One of the functions of this committee shall be to promote occupational health and safety in the *workplace*.

### **35.04 Protective Clothing**

- (i) The Employer shall maintain an adequate supply of protective clothing for use by employees *when such clothing is* either required by the Employer or ~~is~~ required under W.C.B. regulations. Protective clothing, where required, shall ~~be of~~ a nature appropriate for the work being performed and **will** be supplied in *appropriate sizes for the employees*.
- (ii) The Employer agrees to furnish the following protective equipment and safety wearing apparel to designated employees. Such equipment and apparel shall **be** replaced upon presentation of the damaged or worn out item:
  - (a) Safety helmets or hard hats

- (b) Goggles, safety glasses or face shields
- (c) Respirators and/or dust masks
- (d) Rubber boots and rain gear
- (e) Leather or rubber gloves

### **35.05 Safety Footwear**

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

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

### **ARTICLE 36: CONTRACTING OUT**

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

### **ARTICLE 37: PERSONNEL FILES**

**37.01** Upon reasonable notice to the Employer an employee shall have the right to review the information contained in their personnel records. If the employee disagrees with any of the information contained in their personnel records, the employee shall have the right to state the reasons for their disagreement in writing and this statement shall be attached to and become part of their personnel records.

**37.02** An employee shall have the right to make copies, at their own expense, of any material contained in their personnel record.

## 38: TERM OF AGREEMENT

### Term

This Agreement shall be in effect from and including, January 1, 2007 to and including December 31, 2010, and shall continue in effect from year to year thereafter, subject to the right of either party, within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, to require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Agreement, or a new Agreement.

### Continuation Clause

Should either party give written notice to the other party in accordance with Article 31, 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.

### Section 50 Excluded

Sections 50 (2) and (3) of the Labour Relations Code of B.C. shall be excluded and have no application to this Agreement.

## 39: LETTERS OF UNDERSTANDING

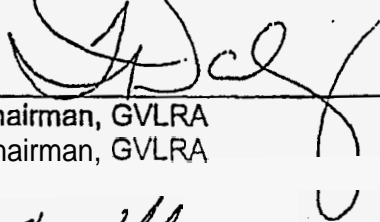
During the term of this Agreement, the following Letters of Understanding shall be attached to and form part of this Agreement:

- Article No. 1 – Grandfather Provisions- Sick Leave Accrual
- Article No. 2 – On the Job Training
- Article No. 3 – Government Funded Salary Sharing
- Article No. 4 – Auxiliary Employee Troubleshooter
- Article No. 5 – Fitness Instructor – Aerobics
- Article No. 6 – Re-Employment of Laid-Off Auxiliary Employee
- Article No. 7 – Cost of Living Allowance
- Article No. 8 – Employee and Family Assistance Plan
- Article No. 9 – Compressed Work Week – Night Shift Maintenance Worker



IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized representatives on this 1<sup>st</sup> day of October, in the year 2008, in **the City** of Victoria, Province of British Columbia.

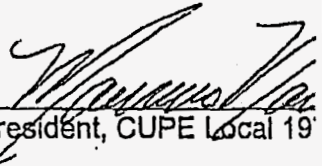
**FOR THE EMPLOYER**

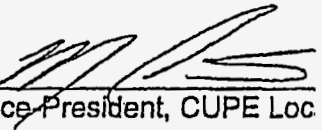
  
\_\_\_\_\_  
Chairman, GVLRA  
Chairman, GVLRA

  
\_\_\_\_\_  
Director, GVLRA

  
\_\_\_\_\_  
Manager, GVLRA

**FOR THE UNION**

  
\_\_\_\_\_  
President, CUPE Local 19

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

## APPENDIX "A"

### AUXILIARY RECREATION DEPARTMENT EMPLOYEES

This Appendix is attached to and forms part of the Collective Agreement between the West Shore Parks and Recreation Society and the Canadian Union of Public Employees, Local 1978.

This Appendix applies only to auxiliary employees and establishes **all** the terms and conditions of employment (salaries and wages, hours of work and other conditions) of such employees.

The terms and conditions of the Collective Agreement do not apply to auxiliary employees covered by this Appendix, save and except as explicitly established by this Appendix, and should any conflict arise between this Appendix and any Article of the Collective Agreement, this Appendix shall apply:

1. Auxiliary recreation employees shall be employed on the basis of Article 1.05 of the Collective Agreement.
2. The Hours of Work of auxiliary recreation employees shall **be** flexible in any day based upon operational needs.
3. **The provision of Article 12.01 shall** not apply to auxiliary appointments under this Appendix.
4. Recreation auxiliary employees shall **not be** eligible for the benefits of this Agreement, save and except those established under Article 1.08.
5. Nothing in this Appendix restricts the right of the Employer to **use** program instructors (specialists) as required on a contract basis provided that current Recreation auxiliary employees do not have the qualifications, experience, skill and ability to perform such work.
6. The rates of pay shall **be** according to Schedule "B" attached hereto.
7. Regular part-time and seasonal employees employed in the Recreation Departments **may**, as an alternative to receiving prorated benefits, opt for the percentages in lieu of benefits established in Article 1.08 (ii) (k).

8. *An Aquatic Worker shall be paid the hourly rate set out in the collective agreement pursuant to the following criteria:*

*Aquatic Worker I*

- a *NLS Pool option and CPR Certification and/or*
- *Water Safety Instructor (WSI)*

*Aquatic Worker II*

- a *NLS Pool option and CPR Certification and Water Safety Instructor (WSI) and another relevant Instructor certification; and*
- *One (1) year accumulated experience as an aquatic worker in the Greater Victoria area*
- *Aquatic Worker II employees may be required to assist the pool manager in administration duties as required.*

*NOTE:*

1. *The hourly wage rate of the Aquatic Worker I in the 2001 – 2006 collective agreement shall be deleted; and*
2. *the Aquatic Worker I (above) shall receive the Aquatic Worker II (2001-2006) wage rate effective the date of ratification; and*
3. *the Aquatic Worker II (above) shall receive the current Aquatic Worker III (2001-2006) wage rate.*

**SCHEDULE A**

**West Shore Parks & Recreation Society  
Schedule A  
7 Hr/Day plus 8 Hr/Day as noted In (a)  
1 Jan-07**

<u>Pay Grade</u>	<u>Classification Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
J01		15.82	16.45	17.12
J02		16.45	17.12	17.79
J03		17.12	17.79	18.51
J04		17.79	18.51	19.22
J05 J05a	Facility Maintenance Worker I	18.51	19.22	19.94
J06	Clerk II	19.22	19.94	20.67
J07 J07a	Clerk III Facility Maintenance Worker - Snrs	19.94	20.67	21.38
J08 J08a	Clerk Typist IV Facility Maintenance Worker II	20.67	21.38	22.11
J09 J09a	Clerk V Facility Maintenance Worker III	21.38	22.11	22.82
J10	Accounting Clerk III Administrative Clerk I	22.11	22.82	23.54
J11		22.82	23.54	24.27
J12 J12a	Recreation Programmer Administrative Assistant Facility Maintenance Worker IV	23.54	24.27	24.98
J13		24.27	24.98	26.60
J14		24.98	26.60	28.33
J15 J15a	Recreation Coordinator Parks Maintenance Supervisor Facility Maintenance Supervisor Food & Beverage Manager	26.60	28.33	30.18

West Shore Parks & Recreation Society  
Schedule A  
7 Hr/Day plus 8 Hr/Day as noted in (a)  
July 1 - 2007

<u>Pay Grade</u>	<u>Classification Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
J01		15.98	16.61	17.29
J02		16.61	17.29	17.97
J03		17.29	17.97	18.70
J04		17.97	18.70	19.41
J05 J05a	Facility Maintenance Worker I	18.70	19.41	20.14
J06	Clerk II	19.41	20.14	20.88
J07 J07a	Clerk III Facility Maintenance Worker - Snrs	20.14	20.88	21.59
J08 J08a	Clerk Typist IV Facility Maintenance Worker II	20.88	21.59	22.33
J09 J09a	Clerk V Facility Maintenance Worker III	21.59	22.33	23.05
J10	Accounting Clerk III Administrative Clerk I	22.33	23.05	23.78
J11		23.05	23.78	24.51
J12 J12a	Recreation Programmer Administrative Assistant Facility Maintenance Worker IV	23.78	24.51	25.23
J13		24.51	25.23	26.87
J14		25.23	26.87	28.61
J15 J15a	Recreation Coordinator Parks Maintenance Supervisor Facility Maintenance Supervisor Food & Beverage Manager	26.87	28.61	30.48

**West Shore Parks & Recreation Society**  
**Schedule A**  
**7 Hr/Day plus 8 Hr/Day as noted In (a)**  
**January ■ 2008**

<u>pay Grade</u>	<u>Classification Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
J01		16.46	17.11	17.81
J02		17.11	17.81	18.51
J03		17.81	18.51	19.26
J04		18.51	19.26	19.99
J05 J05a	Facility Maintenance Worker I	19.26	19.99	20.74
J06	Clerk II	19.99	20.74	21.51
J07 J07a	Clerk III Facility Maintenance Worker - Snrs	20.74	21.51	22.24
J08 J08a	Clerk Typst IV Facility Maintenance Worker II	21.51	22.24	23.00
J09 J09a	Clerk V Facility Maintenance Worker III	22.24	23.00	23.74
J10	Accounting Clerk III Administrative Clerk I'	23.00	23.74	24.49
J11		23.74	24.49	25.25
J12 J12a	Recreation Programmer Administrative Assistant Facility Maintenance Worker IV	24.49	25.25	25.99
J13		25.25	25.99	27.68
J14		25.99	27.68	29.47
J15 J15a	Recreation Coordinator Parks Maintenance Supervisor Facility Maintenance Supervisor Food & Beverage Manager	27.68	29.47	31.39

**West Shore Parks & Recreation Society**  
**Schedule A**  
**7 Hr/Day plus 8 Hr/Day as noted in (a)**  
**January 1 2009**

<u>Pay Grade</u>	<u>Classification Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
J01		16.95	17.62	18.34
J02		17.62	18.34	19.07
J03		18.34	19.07	19.84
J04		19.07	19.84	20.59
J05 J05a	Facility Maintenance Worker I	19.84	20.59	21.36
J06	Clerk II	20.59	21.36	22.16
J07 J07a	Clerk III Facility Maintenance Worker - Snrs	21.36	22.16	22.91
J08 J08a	Clerk Typist IV Facility Maintenance Worker II	22.16	22.91	23.69
J09 J09a	Clerk V Facility Maintenance Worker III	22.91	23.69	24.45
J10	Accounting Clerk III Administrative Clerk I	23.69	24.45	25.22
J11		24.45	25.22	26.01
J12 J12a	Recreation Programmer Administrative Assistant Facility Maintenance Worker IV	25.22	26.01	26.77
J13		26.01	26.77	28.51
J14		26.77	28.51	30.35
J15 J15a	Recreation Coordinator Parks Maintenance Supervisor Facility Maintenance Supervisor Food & Beverage Manager	28.51	30.35	32.33

**West Shore Parks & Recreation Society**  
**Schedule A**  
**7 Hr/Day plus 8 Hr/Day as noted in (a)**  
**January 1 2010**

<u>Pay.</u> <u>Grade</u>	<u>Classification Title</u>	<u>Step7</u>	<u>Step2</u>	<u>Step 3</u>
J01		17.46	18.15	18.89
J02		18.15	18.89	19.64
J03		18.89	19.64	20.44
J04		19.64	20.44	21.21
J05 J05a	Facility Maintenance Worker I	20.44	21.21	22.00
J06	Clerk II	21.21	22.00	22.82
J07 J07a	Clerk III Facility Maintenance Worker - Snrs	22.00	22.82	23.60
J08 J08a	Clerk Typist IV Facility Maintenance Worker II	22.82	23.60	24.40
J09 J09a	Clerk V Facility Maintenance Worker III	23.60	24.40	25.18
J10	Accounting Clerk III Administrative Clerk I	24.40	25.18	25.98
J11		25.18	25.98	26.79
J12 J12a	Recreation Programmer Administrative Assistant Facility Maintenance Worker IV	25.98	26.79	27.57
J13		26.79	27.57	29.37
J14		27.57	29.37	31.26
J15 J15a	Recreation Coordinator. Parks Maintenance Supervisor Facility Maintenance Supervisor Food & Beverage Manager	29.37	31.26	33.30



West Shore Parks & Recreation Society  
 Schedule A - Single Rate  
 8 Hr/Day

1-Jan-07

<u>Pay Grade</u>	<u>Classification Title</u>	<u>Pay Rate</u>
J01		17.12
J02		17.79
J03	Park Attendant Lounge Attendant I	18.51
J04	Cashier	19.22
J05	Park Maintenance Worker I	19.94
J06	Park Maintenance Worker II Senior Aquatic Worker	20.67
J07	Park Maintenance Worker III	21.38
J08	Park Maintenance Worker IV Program Assistant I	22.11
J09	Park Maintenance Worker - Horticulture	22.82
J10		23.54
J11	Assistant Greenskeeper Equipment Operator II Food Services Supervisor	24.27
J12		24.98
J13	Mechanic II	26.60
J14	Mechanic III - Heavy Duty	28.33
J15		30.18

West Shore Parks & Recreation Society  
**Schedule A**  
 8 Hr/Day

<u>Classification Title</u>	<u>Pay Rate</u>
	17.29
	17.97
<b>Park</b> Attendant Lounge Attendant	18.70
Cashier	19.41
Park Maintenance <b>Worker I</b>	20.14
<b>Park</b> Maintenance <b>Worker II</b> Senior Aquatic Worker	20.88
Park Maintenance Worker <b>III</b>	21.59
Park Maintenance Worker <b>IV</b> Program Assistant I	22.33
<b>Park Maintenance Worker - Horticulture</b>	23.05
	23.78
Assistant Greenskeeper <b>Equipment</b> Operator II Food Services Supervisor	24.51
	25.23
Mechanic I	26.87
Mechanic III - Heavy <b>Duty</b>	28.61
	30.48

**West Shore Parks & Recreation Society**  
**Schedule A**  
**8 Hr/Day**

January **2008**

**Pay**  
**Grade**

**Classification Title**

**P**

<b>J01</b>		
<b>J02</b>		
<b>J03</b>	Park Attendant Lounge Attendant	
<b>J04</b>	Cashier	
<b>J05</b>	Park Maintenance Worker I	
<b>J06</b>	Park Maintenance Worker II Senior Aquatic Worker	
<b>J07</b>	Park Maintenance Worker III	
<b>J08</b>	Park Maintenance Worker IV Program Assistant I	
<b>J09</b>	Park Maintenance <b>Worker</b> - Horticulture	
<b>J10</b>		
<b>J11</b>	<b>Assistant</b> Greenskeeper Equipment Operator II <b>Food</b> Services Supervisor	
<b>J12</b>		
<b>J13</b>	Mechanic II	
<b>J14</b>	Mechanic III - Heavy <b>Duty</b>	
<b>J15</b>		

**West Shore Parks & Recreation Society**  
**Schedule A**  
**8 Hr/Day**

January 1 2009

<u>Pay Grade</u>	<u>Classification Title</u>	<u>Pay Rate</u>
J01		18.34
J02		19.07
J03	Park Attendant Lounge Attendant	19.84
J04	Cashier	20.59
J05	Park Maintenance Worker I	21.36
J06	Park Maintenance Worker II Senior Aquatic Worker	22.16
J07	Park Maintenance Worker III	22.91
J08	Park Maintenance Worker IV Program Assistant I	23.69
J09	Park Maintenance Worker - Horticulture	24.45
J10		25.22
J11	Assistant Greenskeeper Equipment Operator II Food Services Supervisor	26.01
J12		26.77
J13	Mechanic II	28.51
J14	Mechanic III - Heavy Duty	30.35
J15		32.33

**West Shore Parks & Recreation Society  
Schedule A  
8 Hr/Day**

January 1 2010

<u>Pay Grade</u>	<u>Classification Title</u>	<u>Pay Rate</u>
J01		18.89
J02		19.64
J03	Park Attendant Lounge Attendant	20.44
J04	Cashier	21.21
J05	Park Maintenance Worker I	22.00
J06	Park Maintenance Worker II Senior Aquatic Worker	22.82
J07	Park Maintenance Worker III	23.60
J08	Park Maintenance Worker IV Program Assistant I	24.40
J09	Park Maintenance Worker - Horticulture	25.18
J10		25.98
J11	Assistant Greenskeeper Equipment Operator II Food Services Supervisor	26.79
J12		27.57
J13	Mechanic II	29.37
J14	Mechanic III - Heavy Duty	31.26
J15		33.30

## SCHEDULE B

West Shore Parks & Recreation Society  
Schedule B  
8 Hr/Day  
1-Jan-07

Pay Grade	Classification Title	
JB01	Program Assistant	\$9.36
JB02	Bus Person/Catering Attendant Child Minder Concession Worker Skate Shop Attendant	\$10.36
JB03	Program Instructor I Lounge Attendant Skate Patrol Cleaners	\$11.49
JB04	Program Instructor II Program Monitor Curling Rink <b>Assistants</b>	\$12.79
JB05	Aquatic Worker I Program Instructor III	\$14.01
JB06	Aquatic Worker II	\$15.61
JB07	Program Instructor V Concession Assistant	\$17.52
JB08	Instructional Team Leader I	\$19.36
JB09	Instructional Team Leader II	\$21.21

**West Shore Parks & Recreation Society**  
**Schedule B**  
**8 Hr/Day**  
**1-Jul-07**

Pay Grade	Classification Title	
JB01	Program Assistant	\$9.45
JB02	BusPerson/Catering Attendant Child Minder Concession Worker Skate Shop Attendant	\$10.46
JB03	Program Instructor I Lounge Attendant Skate Patrol Cleaners	\$11.60
JB04	Program Instructor II Program Monitor Curling Rink Assistants	\$12.92
JB05	Aquatic Worker I Program Instructor III	\$14.82
JB06	Aquatic Worker II	\$15.77
JB07	Program Instructor V Concession Assistant	\$17.70
JB08	Instructional Team Leader I	\$19.55
JB09	Instructional Team Leader II	\$21.42

**West Shore Parks & Recreation Society**  
**Schedule B**  
**8 Hr/Day**  
**January 2008**

<b>Pay Grade</b>	<b>Classification Title</b>	
JB01	Program Assistant	\$9.73
JB02	Bus Person/Catering Attendant Child Minder Concession Worker Skate Shop Attendant	\$10.77
JB03	Program Instructor Lounge Attendant Skate Patrol Cleaners	\$11.95
JB04	Program Instructor II Program Monitor Curling Rink Assistants	\$13.31
JB05	Aquatic Worker I Program Instructor III	\$15.26
JB06	Aquatic Worker II	\$16.24
JB07	Program Instructor V Concession Assistant	\$18.23
JB08	Instructional Team Leader I	\$20.14
JB09	Instructional Team Leader II	\$22.06



**West Shore Parks & Recreation Society**  
**Schedule B**  
**8 Hr/Day**  
**January 1 2009**

<b>Pay Grade</b>	<b>Classification Title</b>	
JB01	Program Assistant	\$10.02
JB02	BusPerson/Catering Attendant Child Minder Concession Worker Skate Shop Attendant	\$11.09
JB03	Program Instructor I Lounge Attendant Skate Patrol Cleaners	\$12.31
JB04	Program Instructor II Program Monitor Curling Rink Assistants	\$13.71
JB05	Aquatic Worker I Program Instructor III	\$15.72
JB06	Aquatic Worker II	\$16.73
JB07	Program Instructor V Concession Assistant	\$18.78
JB08	Instructional Team Leader I	\$20.74
JB09	Instructional Team Leader II	\$22.72

**West Shore Parks & Recreation Society**  
**Schedule B**  
**8 Hr/Day**  
**January 1 2010**

<b>Pay Grade</b>	<b>Classification Title</b>	<b>Rate</b>
<b>JB01</b>	Program Assistant	<b>\$10.32</b>
<b>JB02</b>	Bus Person/Catering Attendant Child Minder Concession Worker Skate Shop Attendant	<b>\$11.42</b>
<b>JB03</b>	Program Instructor I Lounge Attendant <b>Skate Patrol</b> Cleaners	<b>\$12.68</b>
<b>JB04</b>	Program Instructor II Program Monitor Curling Rink <b>Assistants</b>	<b>\$14.12</b>
<b>JB05</b>	<b>Aquatic Worker I</b> Program Instructor III	<b>\$16.19</b>
<b>JB06</b>	Aquatic Worker II	<b>\$17.23</b>
<b>JB07</b>	Program Instructor V Concession Assistant	<b>\$19.34</b>
<b>JB08</b>	Instructional Team Leader I	<b>\$21.36</b>
<b>JB09</b>	Instructional Team Leader II	<b>\$23.40</b>

**SCHEDULE "A" - INACTIVE CLASSIFICATIONS- 7hr/day plus 8hr/day  
as noted in (a) (multi-step1**

- J04 Clerk1
- J05 Clerk/Reception  
Clerk Typist II
- J07 Clerk/Typist III  
Receptionist
- J08 Clerk IV  
Clerk Typist IV
- J09 Accounting Clerk II  
Administrative Secretary I  
Clerk V
- J10 Administrative Secretary II
- J11 Accounting Clerk IV  
Administrative **Clerk II**  
Administrative Secretary III  
Program Assistant
- J12 Accounting **Clerk V**  
Administrative **Clerk III**  
Administrative Secretary IV
- J13 Administrative Coordinator 1  
Computer Operator  
Computer Support Technician  
Senior Accounting Clerk  
Senior Administrative Secretary  
Information Technician I  
Recreation Program Coordinator I
- J13a Arena Supervisor
- J14 Administrative Coordinator II  
Information Technician II  
Recreation Program Coordinator II
- J14a Electronic Technician II
- J15 Administrative Officer I  
Coordinate, Fitness, Weights & Rehabilitation

Finance Officer II  
Park Planning Assistant I

J16 Administrative Officer II  
Information Technician IV  
Planning Assistant II  
Recreation Program Coordinator IV

J17 Administrative Officer III  
Manager, Payroll  
~~Web~~ Development Analyst

J17a Maintenance Supervisor – Utilities

J19 Database Administrator

**SCHEDULE "A" – INACTIVE CLASSIFICATIONS - 7hr/day plus 8hr/day  
as noted in (a) (single step)**

- J04 Security Attendant
- J05 Cashier/Receptionist
- J07 Maintenance Custodian
- J08 Concession Supervisor  
Warehouse Assistant
- J09 Equipment Operator I  
Maintenance Worker – depot  
Parks Maintenance Worker V  
Program Assistant II
- J10 Head Lifeguard/Instructor
- J11 Fitness Supervisor  
Mechanic I  
Program Assistant III  
Warehouse Worker
- J12 **Park** Utility Worker – Carpenter  
Senior Park Maintenance Worker
- J13 Greens keeper
- J14 Equipment Maintenance Supervisor  
Parks Operation Supervisor
- J15 Heavy Duty Equipment Operator  
Mechanic IV- Heavy Duty  
Purchaser
- J16 Electrician  
Senior/Heavy Duty Mechanic

**LETTER OF UNDERSTANDING #1**

between

**WEST SHORE PARKS AND RECREATION SOCIETY**  
(hereinafter referred to as the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1978**  
(hereinafter referred to as the "Union")

**Grandfather Provisions – Sick Leave Accrual**

**reamble**

This Letter of Understanding establishes "grandfather" provisions for sick leave accrual arising as a result of changes made to the sick leave language, Sections 16.02 and 16.03 in the renewal Agreement which replaced the Collective Agreement that expired on December 31, 1983.

This Letter of Understanding is attached to and forms part of the current Collective Agreement between the parties.

Those regular employees who were on June 7, 1984 actively employed (including W.C.B., sick leave or authorized leave), or who were on the recall list and eligible for recall on that date, shall be eligible to continue to earn and accrue sick leave in accordance with (b) and (c) below. Such employees shall not earn or accrue sick leave under Sections 19.01 and 19.03 of the Collective Agreement. Employees hired after June 7, 1984 shall not be eligible for benefits under this Letter of Understanding.

**Service Time**

**On Full Pay**

During the first (1st) year of

one (1) working day per month from the date of employment becoming a regular employee or, in the case of a temporary employee, following three (3) months continuous service

During the second (2nd) year

twelve (12) working days per year of employment and up to the end of the fifth (5th) year

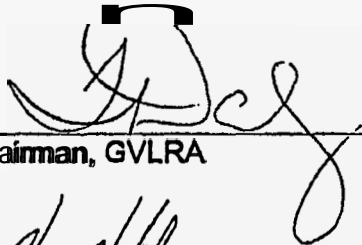
During the six (6th) year of twenty-four (24) working days per  
employment and up to the end  
of the fifteenth (15) year

During the sixteenth (16) year thirty-six (36) working days per;  
of employment and in all  
subsequent years


- (c) One hundred percent (100%) of the unused sick leave entitlement  
year shall accrue and be available to the employee, only in case of  
No cash payments for unused accrued sick leave will be paid to or  
leaving the service. The maximum permissible accrual shall be one  
and thirty (130) working days. The Employer reserves the right to  
satisfactory proof of such illness from a qualified medical practitioner  
any sick leave is granted.

**IN WITNESS WHEREOF** the parties hereto have caused this Letter of Understanding  
executed this 15<sup>th</sup> day of October, in the year 2008, in the City of Victoria, Pr  
B.C.

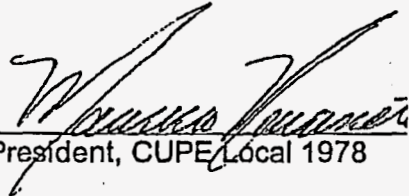
**FOR THE EMPLOYER**

  
\_\_\_\_\_  
Chairman, GVLRA

  
\_\_\_\_\_  
Director, GVLRA

  
\_\_\_\_\_  
Manager, GVLRA

**FOR THE UNION**

  
\_\_\_\_\_  
President, CUPE Local 1978

  
\_\_\_\_\_  
Vice-President, CUPE Local 1978

**LETTER OF UNDERSTANDING #2**

between

**WEST SHORE PARKS AND RECREATION SOCIETY**  
(hereinafter referred to as the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1978**  
(hereinafter referred to as the "Union")

**On the Job Training**

The parties agree as follows:

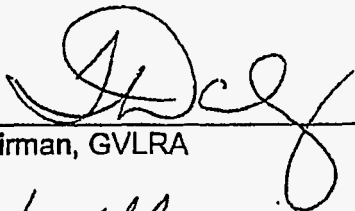
1. When, in the Employer's opinion, operational requirements both warrant and permit and when it is practical from a financial perspective to do so, the Employer shall endeavour to provide on-the-job training to employees within their own functional work units during normal working hours. The purpose of this training shall be primarily to maximize flexibility when assigning day-to-day work within the work unit and/or department and, secondly, to provide enhanced opportunity for employees to advance within their own departments as permanent vacancies occur therein.
2. Additional Employer considerations when selecting employees for training under this Letter shall be as follows in rank order:
  - (a) The present and future operating needs and efficiency of the department and/or work unit involved;
  - (b) the relationship between an eligible employee's current work and the training to be offered;
  - (c) the capabilities and past performance of the employees considered for training; and,
  - (d) seniority.
3. Training of a more general nature or of interest to a number of employees in a given work unit or department may also be offered by the Employer under this Letter. Such training shall always meet the basic criteria set-out in the first sentence of Subsection (a) above, with employees being selected for such training on the basis of Subsection (b) above.

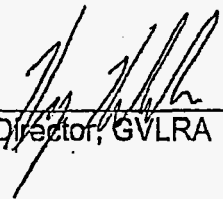


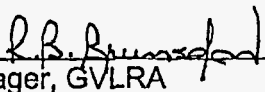
4. Training under this Letter shall in no event take place between departments and shall not be provided solely to enable employees to obtain the qualifications or experience required in order to qualify for higher paid positions. For purposes of this Letter, "functional work units" shall be defined as smaller work units within a given department which, for purposes of training, are considered distinct for functional or operational reasons by the Employer.

**IN WITNESS WHEREOF** the parties hereto have caused this Letter of Understanding to be executed this 1<sup>st</sup> day of October in the year 2008, in the City of Victoria, Province of B.C.

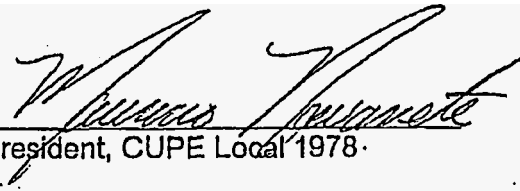
**FOR THE EMPLOYER**

  
\_\_\_\_\_  
Chairman, GVLRA

  
\_\_\_\_\_  
Director, GVLRA

  
\_\_\_\_\_  
Manager, GVLRA

**FOR THE UNION**

  
\_\_\_\_\_  
President, CUPE Local 1978

  
\_\_\_\_\_  
Vice-President, CUPE Local 1978

**LETTER OF UNDERSTANDING # 3**

between

**WEST SHORE PARKS AND RECREATION SOCIETY**  
(hereinafter referred to as the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1978**  
(hereinafter referred to as the "Union")

**Government Funded Salary Sharing**

The parties agree as follows:

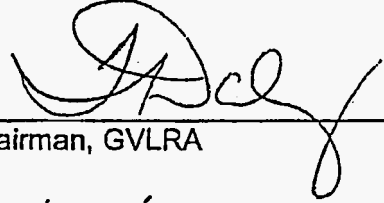
The parties agree, during the life of the current Collective Agreement, that the official signing officers of the Union shall sign jointly with the Employer applications by the Employer to a senior government to enable the Employer to receive senior government assistance in salary sharing for auxiliary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

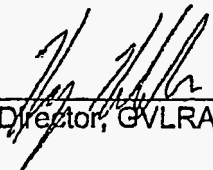
1. Persons employed **under** the government program shall be employed as auxiliary employees as defined in the Collective Agreement. Posting requirements will be waived by the Union if stipulated in the senior government guidelines.
2. The work involved in such projects would not have directly resulted in the recall to regular employment of any laid off regular employee currently on the recall list,
3. Each project application will be presented to the Union at least thirty (30) days prior to the deadline for the application to allow adequate time for review and/or consultation between the parties. This limit may be reduced by mutual agreement.
4. That such projects comply with the provisions of the Collective Agreement between the West Shore Parks and Recreation Society and CUPE Local 1978.
5. (a) That such projects provide new employment opportunities and do not displace existing jobs or regular or auxiliary employees,  
(b) That the **task** involved in such projects is not one which has been done or could reasonably be expected to be undertaken by existing employees within the foreseeable future.


6. That the rates of pay and working conditions not specifically covered by the Collective Agreement between the West Shore Parks and Recreation Society and CUPE Local 1978 are negotiated.
7. That no changes are made to **projects** after they have been approved by the Union without the agreement of the Union.

**IN WITNESS WHEREOF** the parties hereto have caused this Letter of Understanding to be executed this 1<sup>st</sup> day of October in the year 2008, in the City of Victoria, Province of B.C.

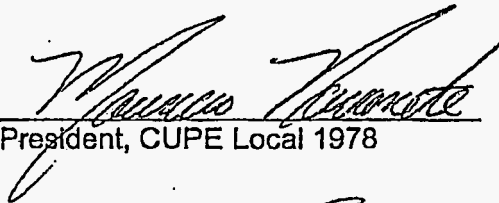
**FOR THE EMPLOYER**


  
\_\_\_\_\_  
Chairman, GVLRA

  
\_\_\_\_\_  
Director, GVLRA

  
\_\_\_\_\_  
Manager, GVLRA

**FOR THE UNION**

  
\_\_\_\_\_  
President, CUPE Local 1978

  
\_\_\_\_\_  
Vice-President, CUPE Local 1978

**LETTER OF UNDERSTANDING# 4**

between

**WEST SHORE PARKS AND RECREATION SOCIETY**  
(hereinafter referred to as the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1978**  
(hereinafter referred to as the "Union")

**Auxiliary Employee Troubleshooter**

This Letter of Understanding is attached to and forms part of the Collective Agreement. This letter shall remain in full force and effect for the term of the Agreement.

Recommendations of the Auxiliary Troubleshooter appointed under this Letter shall be binding, unless the parties mutually agree otherwise.

**Procedure**

If a difference arises between the parties relating to the determination of an auxiliary employee's status, Vince Ready or a substitute agreed to by the parties, shall at the request of either party:

investigate the difference, and

make written recommendations to resolve the difference within thirty (30) days of the date of receipt of the request.

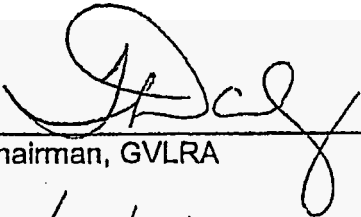
**Primary Function:**


The primary function of the troubleshooter shall be to address concerns of bargaining unit employees who seek a determination of their employment status (an employee of regular status or an employee of auxiliary status) pursuant to the terms of this Collective Agreement.

- (b) On a, case-by-business case basis the troubleshooter may combining various jobs or positions to reasonably create a regular. The troubleshooter reserves jurisdiction, subsequent to submission by the parties, to determine if a job competition or a direct appointment is appropriate. Should a job competition be deemed appropriate, applicants shall be limited to internal auxiliary employees and the provisions of Article 10 (Posting and Filling of Vacancies) shall apply.

**IN WITNESS WHEREOF** the parties hereto have caused this Letter of Understanding to be executed this 1<sup>st</sup> day of October in the year 2008, in the City of Victoria, P. B.C.

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
Chairman, GVLRA

  
\_\_\_\_\_  
Director, GVLRA

  
\_\_\_\_\_  
Manager, GVLRA

**FOR THE UNION**

  
\_\_\_\_\_  
President, CUPE Local 1978

  
\_\_\_\_\_  
Vice-President, CUPE Local 19

**LETTER OF UNDERSTANDING# 5**

between

**WEST SHORE PARKS AND RECREATION SOCIETY**  
(hereinafter referred to as the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES , LOCAL NO. 1978**  
(hereinafter referred to as the "Union")

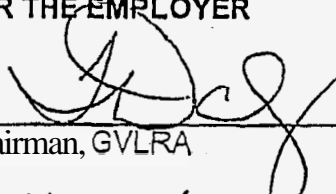
**Fitness Instructor – Aerobics**

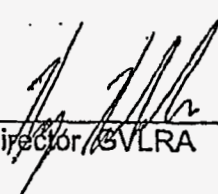
Notwithstanding any provision of the Collective Agreement (including Appendices and Schedules) between the Employer and the Union it is specifically understood and agreed that:

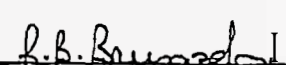
1. The reporting pay provisions requiring a minimum of two (2) hours pay at the regular rate on any day that an auxiliary fitness instructor (aerobics) commences work *is* hereby waived, and
2. That an auxiliary fitness instructor (aerobics) shall be **paid a *minimum* of one (1) hour pay** at the regular rate on any day that an auxiliary fitness Instructor (aerobics) reports to work.

**IN WITNESS WHEREOF** the parties hereto have caused this Letter of Understanding to be executed this 1<sup>st</sup> day of October in the year 2008, in the City of Victoria, Province of B.C.

**FOR THE EMPLOYER**


  
\_\_\_\_\_  
Chairman, GVLRA

  
\_\_\_\_\_  
Director, GVLRA

  
\_\_\_\_\_  
Manager, GVLRA

**FOR THE UNION**

  
\_\_\_\_\_  
President, CUPE Local 1978

  
\_\_\_\_\_  
Vice-President, CUPE Local 1978

**LETTER OF UNDERSTANDING# 6**

between

**WEST SHORE PARKS AND RECREATION SOCIETY**  
(hereinafter referred to as the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1978**  
(hereinafter referred to as the "Union")

**Re-employment of Laid-off Auxiliary Employees**

The purpose of this letters is to set out those administrative guidelines applicable to the employment of auxiliary employees who have completed their probationary period but who have been laid off following the conclusion of their seasonal work assignment, special work project, or other department work programs.

**Eligibility for Re-employment**

1. **Seasonal Auxiliary Employees**

- (a) The auxiliary employee shall have completed their auxiliary probationary period pursuant to Article 1.08 (ii) (e) in a satisfactory manner, and
- (b) eligibility for re-employment shall be confined to the department, program area and job category from which the employee is laid off on the basis of total hours worked, and
- (c) the normal job posting requirements (Article 10.01 (iii)) related to re-employment shall be waived where the work assignment is expected to be more than three (3) months, and
- (d) re-employment in the former department, program area and job category shall not be applicable where the auxiliary employee accepts employment in another department of the Employer.

2. **Special Projects Auxiliary Employees**

- (a) The auxiliary employee shall have completed their auxiliary probationary period pursuant to Article 1.08 (ii) (e) in a satisfactory manner, and
- (b) eligibility for re-employment shall be confined to the department, program area and job category from which the employee is laid off on the basis of total hours worked, and

- (c) the normal **job** posting requirements (Article 10.01 (iii)) related to re-employment shall be waived where the work assignment **is** expected to be more than three (3) months, and
- (d) re-employment in the former **department**, program area and job category shall not **be** applicable where the auxiliary employee accepts employment in another department of the Employer.

3. Recreation Auxiliary Employees


- (a) The auxiliary employee shall have completed their **auxiliary** probationary period pursuant to Article 1.08 (ii) (e) in a satisfactory manner, and
- (b) eligibility for re-employment shall be confined to the department, program area and **job** category from which the employee is **laid off** on the basis of total hours worked, and
- (c) the normal **job** posting requirements (Article 10.01 (iii)) related to re-employment shall be waived where the work assignment is expected to be more than three (3) months.

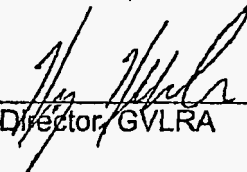
7. General

Where questions related to an employees eligibility for re-employment arise within any department and where such questions go unresolved the grievance procedure set In Article 7 of the Collective Agreement **shall** apply,

**IN WITNESS WHEREOF** the parties hereto have caused this Letter of Understanding to be executed this 1<sup>st</sup> day of October in the year 2008, in the City of Victoria, Province of B.C.

**FOR THE EMPLOYER**

  
Chairman, GVLRA

  
Director, GVLRA

  
Manager, GVLRA

**FOR THE UNION**

  
President, CUPE Local 1978

  
Vice-President, CUPE Local 1978



LETTER OF UNDERSTANDING # 7

BETWEEN:

**WEST SHORE PARKS AND RECREATION SOCIETY**

(hereinafter referred to as the "Employer")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 1978**

(hereinafter referred to as the "Union")

**COST OF LIVING ALLOWANCE**

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

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

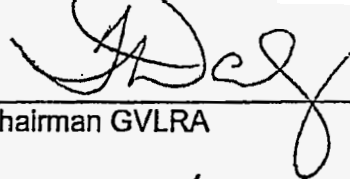
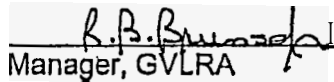
Effective Year of increase	CPI year and Annual Percentage Increase (trigger)	Maximum COLA Wage Increase Allowed (cap)
2010	2009 3.0 per cent	0.5 per cent

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

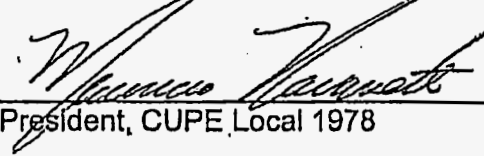
<u>CPI Rate of Change</u>	<u>COLA Entitlement</u>
3.0	.00%
3.1	.10%
3.2	.20%
3.3	.30%
3.4	.40%
3.5	.50%

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 1<sup>st</sup> day of October, 2008, in the City of Victoria, in the Province of British Columbia.

FOR THE EMPLOYER

  
Chairman GVLRA  
Director, GVLRA  
Manager, GVLRA

FOR THE UNION

  
President, CUPE Local 1978  
Vice President, CUPE Local 1978

## LETTER OF UNDERSTANDING # 8

between

**WEST SHORE PARKS AND RECREATION SOCIETY**  
(hereinafter referred to as the "Employee")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1978**  
(hereinafter referred to as the "Union")

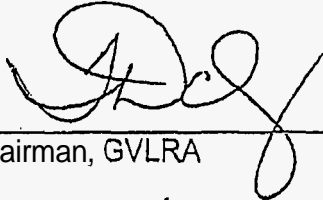
### Employee and Family Assistance Plan

This Letter of Understanding is attached to and forms part of the collective agreement between the Employer and the Union.

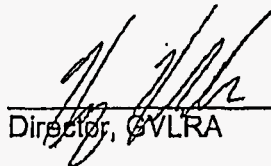
1. The Employee and Family Assistance Plan developed by the parties and implemented into the workplace shall continue. Nothing in this agreement is intended to limit the parties seeking different service providers should the need arise.
2. The Employee and Family Assistance Plan shall apply to all regular employees, exempt employees and their dependents.
3. Auxiliary employees (and their dependents) may enroll in the Plan upon attaining one thousand-forty (1040) hours of work or any time thereafter. On a case-by-case basis, such as when a trauma event such as a death in the workplace occurs, the Plan may be extended to auxiliary employees without the required hours as deemed necessary,
4. All employees once enrolled in the Plan shall continue to participate.
5. For the purposes of the Employee and Family Assistance Plan, the definition of dependent shall be as defined by the Extended Health Plan.
6. The cost of the Employee and Family Assistance Plan shall be shared equally (50/50) by the Employer and the Union.
7. The Labour Management Committee shall monitor the effectiveness of the Employee and Family Assistance Plan, respecting the strict adherence to confidentiality requirements, and make recommendations to the Employer and Union if warranted.

IN WITNESS WHEREOF the parties hereto have **caused** this Letter of Understanding to be executed this 1<sup>st</sup> day of October in the year 2008, in the City of Victoria, Province of B.C.

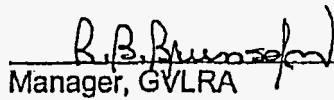
**FOR THE EMPLOYER**



Chairman, GVLRA

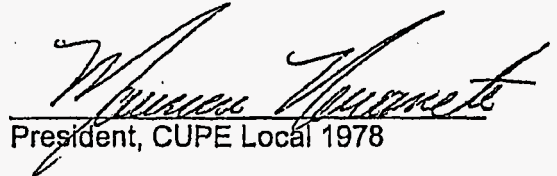


Director, GVLRA



Manager, GVLRA

**FOR THE UNION**



President, CUPE Local 1978



Vice-President, CUPE Local 1978

**LETTER OF UNDERSTANDING # 9**

between

**WEST SHORE PARKS AND RECREATION SOCIETY**  
(hereinafter referred to as the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1978**  
(hereinafter referred to as the "Union")

**Compressed Work Week – Night Shift Maintenance Worker**

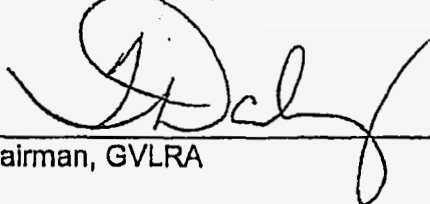
The parties agree that maintenance department employees on the night shift shall work a compressed work week under the following conditions:

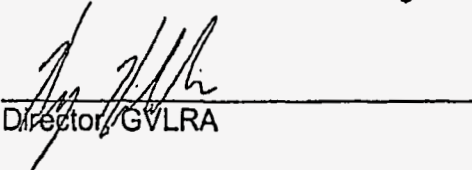
1. Night shift maintenance department employees shall work four **(4)** days per week, ten **(10)** hours per shift.
2. Employees on the night shift compressed work week will be paid straight time pay for the ten **(10)** hours of work per shift and, in accordance with Article 13 of the collective agreement, overtime rates shall apply for all **work performed** by such employees in excess of ten **(10)** hours in any shift, or forty **(40)** hours in any work week.
3. In accordance with articles 12.09 and 12.10, employees shall receive one **(1)** paid meal break of one-half hour duration and three **(3)** fifteen **(15)** minute paid rest breaks during their **shift**.
4. The calculation of vacation entitlement shall **be** converted to hours and shall be taken on the basis of hours. For example, an employee who is *entitled* to eighteen **(18)** days vacation per year shall have those days converted to **144** hours and that employee shall be entitled to take **14.4** IO-hour days of vacation.
5. The calculation of sick leave entitlement shall be converted to hours and shall be taken on the basis of hours. For example, an employee who is converted to twelve **(12)** sick days per year shall have those days converted to **96** hours and that employee shall be entitled to take **9.6** IO-hour days of sick leave per year,
6. **Statutory** holiday pay shall be compensated on the basis of eight **(8)** hours of pay. For regular full-time staff, if their total hours for the year do *not* equate to 2080, the shortfall will need to be topped up with TOIL, vacation pay or leave without pay.

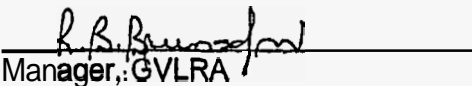
7. Should a statutory holiday fall on an employee's scheduled day of rest, article 18.04 shall **apply**.
8. Should an employee work on a statutory holiday, in accordance with article 18.02, the employee shall be compensated at the rate of double (2x pay) **time** for all hours worked on such day and in addition shall be given a ten **(10)** hour TOIL off with pay, **In** lieu of the holiday.
9. Other leaves of absences, which are normally calculated on an eight **(8)** hour work day, shall be converted to hours and compensated on the basis of an hourly entitlement, For example, in accordance with article 21.01, employees are entitled to "up to three (3) days" of compassionate leave. These days shall be converted to 24 hours or 2.4 10-hour days.
10. Should an auxiliary employee who is replacing a regular employee on the night shift, work overtime, overtime, shall be paid in accordance with **#2** of this Letter of Agreement.
11. Auxiliary employees working on a statutory holiday will be paid **In** accordance with article **108 (iv)** for all hours worked.
12. *This Letter of Understanding may be cancelled by either party upon ninety (90) days written notice.*

**IN WITNESS WHEREOF** the parties hereto have caused this Letter of Understanding to be executed this 13<sup>th</sup> day of October in the year 2008, In the City of Victoria, Province of B.C.

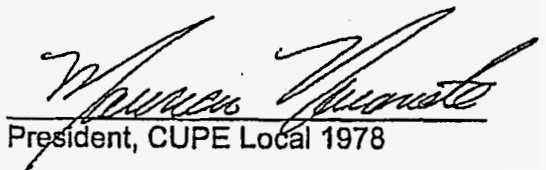
**FOR THE EMPLOYER**

  
 \_\_\_\_\_  
 Chairman, GVLRA

  
 \_\_\_\_\_  
 Director, GVLRA

  
 \_\_\_\_\_  
 Manager, GVLRA

**FOR THE UNION**

  
 \_\_\_\_\_  
 President, CUPE Local 1978

  
 \_\_\_\_\_  
 Vice-President, CUPE Local 1978

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