

COLLECTIVE AGREEMENT

Between

WEST SHORE PARKS AND RECREATION SOCIETY

and

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

JANUARY 1, 2011 – DECEMBER 31, 2013

13956 (02)

ARTICLE 1: DEFINITIONS	7
1.01 Party	7
1.02 Employee.....	7
1.03 Regular Full-Time Employee	7
1.04 Regular Part-Time and Regular Seasonal Employee	8
1.05 Auxiliary Employee	8
1.06 Probationary Employee.....	8
1.07 Regular Part-Time and Regular Seasonal Employee Benefits	9
1.08 Auxiliary Employee Terms and Conditions of Employment	9
(v) <i>Determining Status of Auxiliary Employees</i>	12
1.09 Inside Staff.....	12
1.10 Outside Staff	12
1.11 Volunteer	12
1.12 Continuous Operations	12
1.13 Call-out	13
1.14 Standby.....	13
1.15 Plural or Feminine Terms.....	13
ARTICLE 2: UNION RECOGNITION	13
2.01 Bargaining Agent	13
2.02 Bargaining Unit	13
ARTICLE 3: UNION SECURITY AND CHECK-OFF	14
3.01 Union Membership.....	14
3.02 Union Dues	14
3.03 Dues Receipts.....	14
3.04 Record of Employment on Termination	14
3.05 Recognition and Rights of Stewards.....	14
ARTICLE 4: NEW EMPLOYEES	15
4.01 Copies and Printing the Agreement	15
4.02 Notification to the Union.....	15
ARTICLE 5: UNION-MANAGEMENT COMMITTEE AND CORRESPONDENCE	15
5.01 Correspondence	15
5.02 Union-Management Committee	16
ARTICLE 6: SOCIETY BOARD MINUTES	16
ARTICLE 7: GRIEVANCE PROCEDURE	17
7.01 Definition.....	17
7.02 Procedure	17
7.03 Extension of Time Limits.....	17
7.04 Policy Grievances	18
7.05 Grievable Disciplinary Action	18
7.06 Employee Appraisal Forms.....	18
7.07 Union Representation	18
7.08 Deviation from the Grievance Procedure.....	19
ARTICLE 8: ARBITRATION PROCEDURES.....	19
8.01 Appointment of an Arbitration Board.....	19
8.02 Powers of Arbitration Board	19
8.03 Cost of Arbitration.....	20

8.04	Reinstatement After Dismissal or Suspension	20
8.05	Expedited Arbitration.....	20
ARTICLE 9: SENIORITY.....		21
9.01	Definition.....	21
9.02	Probationary Period	21
9.03	Auxiliary Employee Seniority.....	22
9.04	Seniority Lists.....	22
9.05	Transfer Out of Bargaining Unit	23
9.06	Loss of Seniority	23
ARTICLE 10: POSTING AND FILLING OF VACANCIES		23
10.01	Posted Vacancies.....	23
10.02	Factors Considered in Filling Posted Vacancies	24
10.03	Applications by Auxiliary Employees	25
10.04	Appraisal Period	25
10.05	Disclosure of Documents	26
10.06	Union Notification of Successful Applicant	26
ARTICLE 11: LAYOFFS, RECALL AND BUMPING.....		26
11.01	Definition	26
11.02	Layoff Order	26
11.03	Bumping Rights	27
11.04	Appraisal Period	27
11.05	Recall List.....	28
11.06	Recall Rights	28
11.07	Recall Procedures	29
11.08	Status While on Recall List	30
11.09	Temporary Layoffs	30
11.10	Special Placement.....	30
11.11	Notice of Layoff	30
ARTICLE 12: HOURS OF WORK.....		31
12.01	Work-Week	31
12.02	Work-Day	31
12.03	Variation in Normal Working Hours	31
12.04	Continuous Operations.....	31
12.05	Irregular Work Schedules.....	31
12.06	Staggered Hours	32
12.07	Notice of Shift Change	32
12.08	Reporting Pay.....	32
12.09	Meal Breaks	33
12.10	Rest Breaks.....	33
12.11	Job Sharing	33
ARTICLE 13: OVERTIME		34
13.01	Overtime Rates	34
13.02	Saturday and Sunday Work	34
13.03	Time-off in Lieu of Overtime.....	34
13.04	Call-Out	35
13.05	Standby	35

ARTICLE 14: SHIFT DIFFERENTIAL	36
ARTICLE 15: WAGES/SALARIES AND ALLOWANCES	36
15.01 Schedule "A" and "B"	36
15.02 Pay While Relieving in a Higher Rated Position	36
15.03 Service Pay	37
15.04 Vehicle Allowance	37
15.05 First Aid Allowance	37
15.06 Pesticide Sprayer Allowance	37
15.07 Professional Fees and Dues	37
15.08 Aquatic Re-certification	37
15.09 <i>Dirty Pay</i>	38
ARTICLE 16: SALARY INCREMENTS	38
16.01 Earned Increments	38
16.02 Normal Increments	38
16.03 Effect of Lateral Transfers on Increments	39
16.04 Effect of Promotion on Increments	39
16.05 Re-employment Within Six Months	39
ARTICLE 17: ANNUAL VACATIONS	39
17.01 Entitlement	39
17.02 Termination of Employment	40
17.03 Vacation Year	40
17.04 Accrual of Vacation	40
ARTICLE 18: STATUTORY HOLIDAYS	41
18.01 Entitlement	41
18.02 Work on a Statutory Holiday	41
18.03 Statutory Holidays Falling During Annual Vacation	41
18.04 Statutory Holiday Falling on a Regular Scheduled Rest Day	41
ARTICLE 19: SICK LEAVE	41
19.01 Entitlement	41
19.02 Proof of Illness	42
19.03 Sick Leave Accrual	43
19.04 Sick Leave Payout	43
19.05 Subrogation	43
19.06 Sick Leave During Vacation	43
ARTICLE 20: EFFECT OF ABSENCE ON SICK LEAVE, VACATIONS AND STATUTORY HOLIDAYS	44
ARTICLE 21: COMPASSIONATE LEAVE	44
ARTICLE 22: JURY OR COURT WITNESS DUTY	45
ARTICLE 23: GENERAL AND OTHER LEAVE	45
23.01 General Leave	45
23.02 Leave for Training	45
23.03 Personal, Emergency and Family Leave	45
23.04 Benefit Trust Leave	46
ARTICLE 24: LEAVE OF ABSENCE UNION OFFICIALS	46
24.01 List of Union Officials	46
24.02 Leave for Union Business	46

24.03	Public Office Leave	47
24.04	Leave for Full-Time Union Duties.....	48
ARTICLE 25:	MATERNITY, PARENTAL AND ADOPTION LEAVE.....	48
25.01	Length of Leave	48
25.02	Notice Requirements and Commencement of Leave.....	49
25.03	Return to Work	50
25.04	Sick Leave.....	50
25.05	Benefits	51
25.06	Supplementary Employment Insurance Benefits	51
25.07	Seniority	52
ARTICLE 26:	BENEFIT PLANS	52
26.01	Medical Services Plan and Extended Health Benefits.....	52
26.02	Group Life Insurance.....	53
26.03	Municipal Pension Plan	53
26.04	Death Benefits.....	54
26.05	Dental Plan.....	54
26.06	Maintenance of Benefit Coverage.....	55
26.07	Same Sex Relationships	55
26.08	Pre-Retirement Seminar.....	55
26.09	Long Term Disability Plan	55
ARTICLE 27:	NEW AND REVISED CLASSIFICATIONS	57
27.01	Job Descriptions.....	57
27.02	Pay Reviews.....	58
27.03	Classification and Pay Review Committee	58
27.04	Salary Protection	59
27.05	Positions to be Posted.....	59
27.06	Job Evaluation Plan Part of Collective Agreement.....	60
ARTICLE 28:	TECHNOLOGICAL CHANGE	60
ARTICLE 29:	SUB-CONTRACTORS.....	60
ARTICLE 30:	NO STRIKES OR LOCKOUTS	61
ARTICLE 31:	NO OTHER AGREEMENTS	61
ARTICLE 32:	MANAGEMENT RIGHTS.....	61
ARTICLE 33:	NO DISCRIMINATION	61
ARTICLE 34:	SEXUAL AND PERSONAL HARASSMENT	61
34.01	Sexual Harassment.....	61
34.02	Personal Harassment.....	62
ARTICLE 35:	OCCUPATIONAL HEALTH AND SAFETY	62
35.01	Mutual Co-operation.....	62
35.02	Hazardous Substances	62
35.03	Occupational Health and Safety Committee	63
35.04	Protective Clothing	63
35.05	Safety Footwear	63
ARTICLE 36:	CONTRACTING OUT	63
ARTICLE 37:	PERSONNEL FILES.....	64
ARTICLE 38:	INDEMNIFICATION.....	64
ARTICLE 39:	TERM OF AGREEMENT	65

39.01	Term.....	65
39.02	Continuation Clause.....	65
39.03	Section 50 Excluded.....	65
ARTICLE 40: LETTERS OF UNDERSTANDING.....		66
APPENDIX "A".....		67
SCHEDULE A.....		69
SCHEDULE B.....		75
SCHEDULE "A" - INACTIVE CLASSIFICATIONS- 7hr/day plus 8hr/day78		
	as noted in (a) (multi-step).....	78
SCHEDULE "A" – INACTIVE CLASSIFICATIONS - 7hr/day plus 8hr/day80		
	as noted in (a) (single step).....	80
LETTER OF UNDERSTANDING # 1 – Grandfather Provisions – Sick Leave Accrual ..		81
LETTER OF UNDERSTANDING #2 – On the Job Training.....		83
LETTER OF UNDERSTANDING # 3 – Government Funded Salary Sharing.....		85
LETTER OF UNDERSTANDING # 4 – Auxiliary Employee Troubleshooter.....		87
LETTER OF UNDERSTANDING # 5 – Fitness Instructor - Aerobics.....		89
LETTER OF UNDERSTANDING # 6 – Re-employment of Laid-off Auxiliary Employees.....		90
LETTER OF UNDERSTANDING # 7 – Self Directed Hours of Work.....		92
LETTER OF UNDERSTANDING # 8 – Employee and Family Assistance Plan.....		95
LETTER OF UNDERSTANDING # 9 – Compressed Work Week – Night Shift Maintenance Worker.....		97

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 (1) of 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 (½) the normal full-time work schedule per year.

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

- (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, WorkSafeBC 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 ten (910) hours.

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

- (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 thirteen percent (13%) of their gross wage earnings.
- (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.

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

(v) Determining Status of Auxiliary Employees

- (a) *At least one (1) time each calendar year the parties agree to address, at the Labour Management Committee (or otherwise if mutually agreed), the potential conversion of specific auxiliary employees to regular status if they are eligible for such conversion.*
- (b) *An auxiliary employee may, through the grievance procedure, seek a determination of their employment status if not satisfied with the outcome of the foregoing review.*
- (c) *The Employer shall maintain a list showing the hours worked for all auxiliary employees. This list shall be updated in January of each year and shall be provided to the Union.*

1.09 Inside Staff

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

1.10 Outside Staff

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

1.11 Volunteer

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

1.12 Continuous Operations

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

1.13 Call-out

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

1.14 Standby

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

1.15 Plural or Feminine Terms

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

ARTICLE 2: UNION RECOGNITION

2.01 Bargaining Agent

The Employer recognizes the Canadian Union of Public Employees, Local 1978, 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 for which the Union has been certified, and shall include all employees of the Society, This Agreement shall not apply to the following:

- (i) Employees of the Society excluded by the definition of "Employee" in Part 1 of 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 Union, 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, 1988 are not required to become members of the Union, but shall pay an amount equivalent to union dues to the Union. Such employees who do join the Union 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, along 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/her immediate supervisor before leaving his/her work to perform his/her union duties. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward or union representative, shall notify his/her 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/her 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/her 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/her file, he/she shall be entitled to recourse through the grievance procedures and the eventual resolution thereof shall become part of his/her personnel record.

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. *In such case the Employer shall notify the Union. The Union and Employer agree to expeditiously meet to address the matter.*

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/her 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 WorkSafeBC 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 WorkSafeBC Benefits.
- (iv) Auxiliary employees on WorkSafeBC Benefits shall receive credit for those scheduled hours that have been compensated by WorkSafeBC. The auxiliary employee shall provide substantiation from WorkSafeBC 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/she 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 *provided by electronic transfer* 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 retain the right to return and upon returning, the employee shall bump into a position consistent with his/her previously accumulated seniority, qualifications, experience, skill and ability on the basis of Article 11.03, provided such position is not higher than his/her former bargaining unit position. Junior employees displaced as a result shall likewise be eligible to bump.
- (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) *The employee* is terminated for cause and is not reinstated.
- (ii) *The employee* resigns.
- (iii) *The employee* 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".

- (v) 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/she 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/she 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/her former position.
- (vi) 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.

10.03 Applications by Auxiliary Employees

- (i) 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.
- (ii) 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.

10.04 Appraisal Period

- (i) 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/her former position, classification and pay rate.

- (ii) In all such cases of transfer or promotion, the initial appraisal period shall be three (3) months, which period may be extended for an additional three (3) 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 from the Employer or the Union for disclosure of documents, the parties agree to provide all readily available documents in their possession that are relevant to the grievance, unless disclosure is prohibited by law. The question of whether such disclosure is prohibited by law may be referred to an arbitrator for a binding decision.

10.06 Union Notification of Successful Applicant

The Employer agrees to notify the Union, in writing, of the name of the successful 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 loss by a regular employee of the opportunity to work in the position he/she currently 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, or
- (iii) the permanent reduction of the working hours in their position in excess of one (1) hour per day for a regular part-time or regular seasonal employee, or
- (iv) the reduction in the rate of pay (pay grade) in the position as a result of a re-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 having 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/she is not to be retained in the classification and department designated for layoff under Article 11.02, such employee may exercise his/her 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/her 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/her 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/she shall be placed at the same increment step for the new wage grade as he/she 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 the new position, he/she 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/her 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 or her 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/she 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.

ARTICLE 12: HOURS OF WORK

12.01 Work-Week

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

12.02 Work-Day

- (i) 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.
- (ii) 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.

12.03 Variation 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.

12.04 Continuous Operations

Articles 12.01 and 12.02 notwithstanding 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.

12.05 Irregular Work Schedules

The Employer and the Union recognize that regular part-time, regular seasonal and auxiliary 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.

- (i) 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 equivalent 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. Where an employee is to be scheduled for more than five (5) consecutive days of work at straight-time rates, the Employer shall seek approval from the Union prior to requiring the employee to work such shift arrangement.
- (iii) 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.

In those instances 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 any proposed 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, following 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 such change.
- (ii) When such notice is not given, the employee shall receive a premium of seventy-five cents (75¢) per hour in addition to his/her regular basic pay for work performed on the first shift of the schedule to which he/she was changed.
- (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 scheduled 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/her delegate.
- (ii) Each job sharing unit (pairing) shall require the approval of the Manager, or his/her 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 seventy-five cents (75¢) per hour while working the afternoon shift (4:00 p.m. to midnight) and eighty-five cents (85¢) per hour while working the graveyard shift (midnight to 8:00 a.m.).

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/her 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 (1) 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¢) per kilometre *driven*.

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 sixty-five dollars (\$65.00) bi-weekly.

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 seventy-five cents (75¢) per hour when required to apply pesticides, in addition to their regular rate of pay.

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.

15.09 Dirty Pay

- (i) *When designated by the Employer an employee shall receive a minimum of one (1) hour of premium pay, or the hours so worked, whichever is the greater:*
 - (a) *when directed to remove and dispose of dead animals;*
 - (b) *when directed to clean up excrement/fecal matter (human or otherwise), bodily fluids (blood, vomit, urine), diapers, hypodermic needles or such other obnoxious material as approved by the Employer.*
- (ii) *Effective January 1, 2012 the premium pay shall be one-quarter (1/4) hour in addition to the employee's regular rate of pay.*

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/she shall retain the increment date which was applicable immediately prior to his/her 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/her last classification, his/her 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/her 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/her 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
Boxing Day	

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/she 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/she 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 (6th) year to and including the fifteenth (15th) year of employment, but in the sixteenth (16th) year and each year thereafter, the amount of accrual shall be fifty percent (50%) of the unused entitlement. The maximum 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 (½) 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/she 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 proposes. 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

- (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/GVLRA 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, 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:
 - (a) vision care providing for full reimbursement towards the cost of the purchase of one (1) pair of eyeglasses or laser eye surgery every two (2) years for each regular employee and his/her dependents to a maximum cost of four hundred dollars (\$400.00) per pair or surgery;
 - (b) eye examinations for each regular employee and dependents to a maximum of seventy-five dollars (\$75.00) every two (2) years. *Effective January 1, 2012 the eye examinations for each regular employee and dependents shall be increased to one hundred dollars (\$100.00) every two (2) years.*
 - (c) hearing aids to a maximum of two thousand dollars (\$2000.00) every five (5) years. *Effective January 1, 2012 the maximum shall be increased to three thousand dollars (\$3,000.00) every five (5) years.;*

- (d) an unlimited lifetime maximum;
- (e) Bluenet; and
- (f) no deductible.

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

26.02 Group Life Insurance

- (i) All regular employees shall 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. *Effective January 1, 2012 the basic life insurance coverage amount shall be amended to three times (3x) such employee's annual salary, rounded upwards to the next higher thousand.*
- (ii) 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/her insurance policy as a 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.

26.03 Municipal Pension Plan

- (i) 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.
- (ii) 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.

- (iii) Auxiliary employees, who become eligible subject to the terms and conditions of the Pension Benefits Standards Act, may participate in the Plan.
- (iv) 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 Municipal Pension Plan the time served by the employee in a probationary period with their current employer (which had not before been considered as pensionable service) shall be reimbursed fifty per cent (50%) of the purchase cost by their employer upon the employee producing the receipt and provided the employee has reached the minimum retirement age.

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 payroll direct deposit bank account of such employee a sum equal to one (1) months salary or wages calculated at the rate to which he/she was entitled at the date of his/her death, such sums to be in addition to any salary or wages accrued to the credit of such employee at the time of his/her death.

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

26.05 Dental Plan

The Employer shall maintain a dental plan for regular employees under the trusteeship of the Capital Area Benefit Advisory Group which shall provide for payment of one hundred percent (100%) of claims under Plan "A" (basic services), fifty percent (50%) under Plan "B" (prosthetic appliance and crown and bridge procedures) and fifty percent (50%) under Plan "C" (Orthodontics to a maximum lifetime benefit of two thousand five hundred dollars (\$2,500) for each eligible employee and eligible dependent). *Effective January 1, 2012 Plan A Restorative Services will be amended to include composite (white fillings) on all teeth.*

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

26.06 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 WorkSafeBC benefits may maintain their enrolment in the benefit plans by paying their share of the premium costs.

26.07 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.

26.08 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.

26.09 Long Term Disability Plan

- (i) The Employer and the Union shall participate in the Long Term Disability Plan provided under the joint GVLRA/CUPE LTD Trust, or its successor trust when applicable, pursuant to the Trust Agreement executed by 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 seventy percent (70%) 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.
 - (b) A definition of disability which permits an employee to become eligible for benefits when completely unable to engage in his/her normal occupation for the first twenty-four (24) months of disability; and thereafter, when he/she is unable to engage in any occupation or employment for which he/she 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.
- (v) *Notwithstanding anything in this Article, the Employer and the Union recognize that eligibility for and entitlement to long term disability benefits shall be as set out in the Plan document.*
- (vi) *An employee must make application for long term disability benefits while on an extended sick leave and prior to the completion of the qualification period and that if the employee is accepted for long term disability benefits that the employee shall commence long term disability upon completion of the qualification period.*

(vii) 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.

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. Where any 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 finalized by the Employer until thirty (30) days have elapsed following the Union's receipt of such description to allow opportunity for the Union to discuss such description with the Employer.

27.02 Pay Reviews

- (i) Where the work of a position changes sufficiently to warrant a reclassification, the employee, or the Union, involved may request a review of the pay rate for such position in writing.
- (ii) Where a new position is established by the Employer, the rate of pay for such new position shall be established by the Employer for a period of six (6) months. The employee(s) involved, or the Union, may request a review of this pay rate following the completion of this six (6) month period in writing.
- (iii) In an effort to expedite pay review requests, the Employer, through the Human Resources Department, shall complete all pay reviews within the ninety (90) days of the employee's request under section (i) and (ii) and will present its findings to the Union President and Vice-President. If the Union (President and Vice-President) and Employer agree with the 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/her 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, *bullying*, 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 counseling, 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 WorkSafeBC 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 WorkSafeBC 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 seventy-five dollars (\$75.00) annually towards the purchase of safety footwear where required by Worker's Compensation Regulations.
Effective January 1, 2012 the Safety Footwear allowance shall be improved to ninety dollars (\$90.00) per year.

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.

ARTICLE 38, INDEMNIFICATION

38.01 The Employer shall indemnify employees for reasonable fees for a two (2) hour consultation by the employee with a lawyer, where a claim or threat of legal action has been made against them arising out of the performance of his or her duties.

38.02 Should the employee consider the legal action so serious as to warrant more than two (2) hours of legal advice, the employee may seek agreement from the Employer to indemnify for the cost of further service. The Employer will reasonably consider such a request.

The provisions of this Article shall not apply:

- (i) in respect of any claims resulting from the gross negligence of the employee;*
- (ii) or in relation to any action that arises as the direct cause of the employee wilfully acting contrary to the terms and duties of his or her employment;*
- (iii) or for legal costs arising from grievances under the Collective Agreement;*
- (iv) or disciplinary action under labour common law.*

38.03 If an employee is named as a defendant in a civil action for damages arising from acts done in good faith in the performance of the employee's duties, counsel of their choice shall represent the employee. All necessary and reasonable legal costs and damages shall be borne by the Employer, provided that, the Employer is given full authority on the conduct of the action, including authority to settle the action at any time.

38.04 This article ensures that employees are not held liable for loss resulting from an honest mistake, error of judgment, or other acts of good faith.

38.05 *For the purposes of this article, reasonable legal costs shall be based upon the account rendered by the solicitor retained in the matter, which account shall be based on the tariff of fees as determined and amended from time to time by the Employer or such other amount as may be agreed upon by the Employer and the counsel for the employee in advance of legal fees being incurred.*

38.06 *Employees intending to apply for indemnification under this article must notify the Administrator or their designate, in writing within five (5) days of receiving formal notification of legal action.*

38.07 *Nothing in this Article shall be interpreted as limiting the Employer's ability to discipline any employee.*

ARTICLE 39: TERM OF AGREEMENT

39.01 Term

This Agreement shall be in effect from and including, January 1, 2011 to and including December 31, 2012, 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.

39.02 Continuation Clause

Should either party give written notice to the other party in accordance with Article 38.01, this Agreement shall thereafter continue in full force and effect, until the Union shall commence a legal strike or the Employer shall commence a legal lockout, or the parties shall conclude a renewal or revision of this Agreement, or a new Agreement.

39.03 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.

ARTICLE 40: LETTERS OF UNDERSTANDING

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

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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this _____ day of September, in the year 2012, in the City of Victoria, Province of B.C.

FOR THE EMPLOYER

Chairman, GVLRA

Director, GVLRA

Manager, GVLRA

FOR THE UNION

BARGAINING COMMITTEE CHAIR,
CUPE LOCAL 1978

CHAIR WEST SHORE PARKS AND
RECREATION, CUPE LOCAL 1978

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

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

Aquatic Worker II

- 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.

SCHEDULE A

7 Hr/Day plus 8 Hr/Day as noted in (a)
January 1 2011

<u>Pay Grade</u>	<u>Classification Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
J01		17.81	18.51	19.27
J02		18.51	19.27	20.03
J03a	Cleaners	19.27	20.03	20.85
J04		20.03	20.85	21.63
J05		20.85	21.63	22.44
J05a	Facility Maintenance Worker I			
J06	Clerk II	21.63	22.44	23.28
J07	Clerk III	22.44	23.28	24.07
J07a	Facility Maintenance Worker - Snrs			
J08	Clerk Typist IV	23.28	24.07	24.89
J08a	Facility Maintenance Worker II			
J09	Clerk V	24.07	24.89	25.68
J09a	Facility Maintenance Worker III			
J10	Accounting Clerk III Administrative Clerk I	24.89	25.68	26.50
J11a	Equipment Operator	25.68	26.50	27.33
J12	Recreation Programmer Administrative Assistant	26.50	27.33	28.12
J12a	Facility Maintenance Worker IV			
J13		27.33	28.12	29.96
J14		28.12	29.96	31.89
J15	Recreation Coordinator	29.96	31.89	33.97
J15a	Parks Maintenance Supervisor Facility Maintenance Supervisor Food & Beverage Manager			
J16		31.89	33.97	36.16
J17	Recreation Coordinator IV	33.97	36.16	38.52

7 Hr/Day plus 8 Hr/Day as noted in (a)
January 1 2012

<u>Pay Grade</u>	<u>Classification Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
J01		18.17	18.88	19.66
J02		18.88	19.66	20.43
J03a	Cleaners	19.66	20.43	21.27
J04		20.43	21.27	22.06
J05		21.27	22.06	22.89
J05a	Facility Maintenance Worker I			
J06	Clerk II	22.06	22.89	23.75
J07	Clerk III	22.89	23.75	24.55
J07a	Facility Maintenance Worker - Snrs			
J08	Clerk Typist IV	23.75	24.55	25.39
J08a	Facility Maintenance Worker II			
J09	Clerk V	24.55	25.39	26.19
J09a	Facility Maintenance Worker III			
J10	Accounting Clerk III Administrative Clerk I	25.39	26.19	27.03
J11a	Equipment Operator	26.19	27.03	27.88
J12	Recreation Programmer Administrative Assistant	27.03	27.88	28.68
J12a	Facility Maintenance Worker IV			
J13		27.88	28.68	30.56
J14		28.68	30.56	32.53
J15	Recreation Coordinator	30.56	32.53	34.65
J15a	Parks Maintenance Supervisor Facility Maintenance Supervisor Food & Beverage Manager			
J16		32.53	34.65	36.88
J17	Recreation Coordinator IV	34.65	36.88	39.29

**7 Hr/Day plus 8 Hr/Day as noted in (a)
January 1 2013**

<u>Pay Grade</u>	<u>Classification Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
J01		18.53	19.26	20.05
J02		19.26	20.05	20.84
J03a	Cleaners	20.05	20.84	21.70
J04		20.84	21.70	22.50
J05		21.70	22.50	23.35
J05a	Facility Maintenance Worker I			
J06	Clerk II	22.50	23.35	24.23
J07	Clerk III	23.35	24.23	25.04
J07a	Facility Maintenance Worker - Snrs			
J08	Clerk Typist IV	24.23	25.04	25.90
J08a	Facility Maintenance Worker II			
J09	Clerk V	25.04	25.90	26.71
J09a	Facility Maintenance Worker III			
J10	Accounting Clerk III Administrative Clerk I	25.90	26.71	27.57
J11a		26.71	27.57	28.44
J12	Recreation Programmer Administrative Assistant	27.57	28.44	29.25
J12a	Facility Maintenance Worker IV			
J13		28.44	29.25	31.17
J14		29.25	31.17	33.18
J15		31.17	33.18	35.34
J15a	Parks Maintenance Supervisor Facility Maintenance Supervisor Food & Beverage Manager			
J16		33.18	35.34	37.62
J17	Recreation Coordinator IV	35.34	37.62	40.08

8 Hr/Day
January 1 2011

<u>Pay Grade</u>	<u>Classification Title</u>	<u>Pay Rate</u>
JA01		19.27
JA02		20.03
JA03	Park Attendant Lounge Attendant	20.85
JA04	Cashier	21.63
JA05	Park Maintenance Worker I	22.44
JA06	Park Maintenance Worker II Senior Aquatic Worker	23.28
JA07	Park Maintenance Worker III	24.07
JA08	Park Maintenance Worker IV Program Assistant I	24.89
JA09	Park Maintenance Worker - Horticulture	25.68
JA10		26.50
JA11	Assistant Greenskeeper Equipment Operator II Food Services Supervisor	27.33
JA12		28.12
JA13	Mechanic II	29.96
JA14	Mechanic III - Heavy Duty	31.89
JA15		33.97

8 Hr/Day January 1 2012		
<u>Pay Grade</u>	<u>Classification Title</u>	<u>Pay Rate</u>
JA01		19.66
JA02		20.43
JA03	Park Attendant Lounge Attendant	21.27
JA04	Cashier	22.06
JA05	Park Maintenance Worker I	22.89
JA06	Park Maintenance Worker II Senior Aquatic Worker	23.75
JA07	Park Maintenance Worker III	24.55
JA08	Park Maintenance Worker IV Program Assistant I	25.39
JA09	Park Maintenance Worker - Horticulture	26.19
JA10		27.03
JA11	Assistant Greenskeeper Equipment Operator II Food Services Supervisor	27.88
JA12		28.68
JA13	Mechanic II	30.56
JA14	Mechanic III - Heavy Duty	32.53
JA15		34.65

**8 Hr/Day
January 1 2013**

<u>Pay Grade</u>	<u>Classification Title</u>	<u>Pay Rate</u>
JA01		20.05
JA02		20.84
JA03	Park Attendant Lounge Attendant	21.70
JA04	Cashier	22.50
JA05	Park Maintenance Worker I	23.35
JA06	Park Maintenance Worker II Senior Aquatic Worker	24.23
JA07	Park Maintenance Worker III	25.04
JA08	Park Maintenance Worker IV Program Assistant I	25.90
JA09	Park Maintenance Worker - Horticulture	26.71
JA10		27.57
JA11	Assistant Greenskeeper Equipment Operator II Food Services Supervisor	28.44
JA12		29.25
JA13	Mechanic II	31.17
JA14	Mechanic III - Heavy Duty	33.18
JA15		35.34

SCHEDULE B

**8 Hr/Day
January 1 2011**

Pay Grade	Classification Title	
JB01	Program Assistant	\$10.53
JB02	BusPerson/Catering Attendant Child Minder Concession Worker Skate Shop Attendant	\$11.65
JB03	Program Instructor I Lounge Attendant Skate Patrol Cleaners	\$12.93
JB04	Program Instructor II Program Monitor Curling Rink Assistants	\$14.40
JB05	Aquatic Worker I Program Instructor III	\$16.51
JB06	Aquatic Worker II	\$17.57
JB07	Program Instructor V Concession Assistant	\$19.73
JB08	Instructional Team Leader I	\$21.79
JB09	Instructional Team Leader II	\$23.87

**8 Hr/Day
January 1 2012**

Pay Grade	Classification Title	
JB01	Program Assistant	\$10.74
JB02	BusPerson/Catering Attendant Child Minder Concession Worker Skate Shop Attendant	\$11.88
JB03	Program Instructor I Lounge Attendant Skate Patrol Cleaners	\$13.19
JB04	Program Instructor II Program Monitor Curling Rink Assistants	\$14.69
JB05	Aquatic Worker I Program Instructor III	\$16.84
JB06	Aquatic Worker II	\$17.92
JB07	Program Instructor V Concession Assistant	\$20.12
JB08	Instructional Team Leader I	\$22.23
JB09	Instructional Team Leader II	\$24.35

**8 Hr/Day
January 1 2012**

Pay Grade	Classification Title	
JB01	Program Assistant	\$10.95
JB02	BusPerson/Catering Attendant Child Minder Concession Worker Skate Shop Attendant	\$12.12
JB03	Program Instructor I Lounge Attendant Skate Patrol	\$13.45
JB04	Program Instructor II Program Monitor Curling Rink Assistants	\$14.98
JB05	Aquatic Worker I Program Instructor III	\$17.18
JB06	Aquatic Worker II	\$18.28
JB07	Program Instructor V Concession Assistant	\$20.52
JB08	Instructional Team Leader I	\$22.67
JB09	Instructional Team Leader II	\$24.84

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

- 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 # I

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

1. Preamble

(a) 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.

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

2. (a) Those regular employees who were on June 7, 1984 actively employed (including WorkSafeBC, 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.

(b) 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 year
employment and up to the end
of the fifteenth (15) year

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

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

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this _____ day of September, in the year 2012, in the City of Victoria, Province of B.C.

FOR THE EMPLOYER

Chairman, GVLRA

Director, GVLRA

Manager, GVLRA

FOR THE UNION

BARGAINING COMMITTEE CHAIR,
CUPE LOCAL 1978

CHAIR WEST SHORE PARKS AND
RECREATION, 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 _____ day of September in the year 2012, in the City of Victoria, Province of B.C.

FOR THE EMPLOYER

FOR THE UNION

Chairman, GVLRA

BARGAINING COMMITTEE CHAIR,
CUPE LOCAL 1978

Director, GVLRA

CHAIR WEST SHORE PARKS AND
RECREATION, CUPE LOCAL 1978

Manager, GVLRA

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.

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

1. 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.
2. All recommendations of the Auxiliary Troubleshooter appointed under this Letter shall be binding, unless the parties mutually agree otherwise.
3. 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:

- (a) investigate the difference, and
 - (b) make written recommendations to resolve the difference within thirty (30) days of the date of receipt of the request.
4. Primary Function:
 - (a) 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 consider combining various jobs or positions to reasonably create a regular position. The troubleshooter reserves jurisdiction, subsequent to submission of the parties, to determine if a job competition or a direct appointment is appropriate. Should a job competition be deemed appropriate then applicants shall be limited to internal auxiliary employees and the procedure 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 _____ day of September, in the year 2012, in the City of Victoria, Province of B.C.

FOR THE EMPLOYER

Chairman, GVLRA

Director, GVLRA

Manager, GVLRA

FOR THE UNION

BARGAINING COMMITTEE CHAIR,
CUPE LOCAL 1978

CHAIR WEST SHORE PARKS AND
RECREATION, CUPE LOCAL 1978

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 _____ day of September, in the year 2012, in the City of Victoria, Province of B.C.

FOR THE EMPLOYER

FOR THE UNION

Chairman, GVLRA

BARGAINING COMMITTEE CHAIR,
CUPE LOCAL 1978

Director, GVLRA

CHAIR WEST SHORE PARKS AND
RECREATION, CUPE LOCAL 1978

Manager, GVLRA

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 _____ day of September, in the year 2012, in the City of Victoria, Province of B.C.

FOR THE EMPLOYER

FOR THE UNION

Chairman, GVLRA

BARGAINING COMMITTEE CHAIR,
CUPE LOCAL 1978

Director, GVLRA

CHAIR WEST SHORE PARKS AND
RECREATION, CUPE LOCAL 1978

Manager, GVLRA

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")

SELF DIRECTED HOURS OF WORK

The parties agree that self directed hours of work may continue under the following circumstances:

1. *The period of work for full time employees on self directed work hours shall be seventy (70) hours per pay period for inside workers and eighty (80) hours per pay period for outside workers. The period of work for regular part time employees shall be to a maximum of seventy (70) hours per pay period for inside workers and eighty (80) hours per pay period for outside workers.*
2. *The work day for these employees shall not exceed ten (10) hours per day for inside workers and eleven (11) hours per day for outside workers. Employees shall not schedule themselves for more than five (5) consecutive days in a row.*
3. *Employees shall be required to take their scheduled meal breaks as per Article 12.09 and rest breaks shall be as per Article 12.10*
4. *Starting and finishing times shall be reviewed with Managers, ensuring organizational needs have been adhered to. A written record of hours worked by each employee shall be recorded at the local level and available to the Union upon request.*
5. *Employees called in for emergency situations or required to work overtime by their managers shall be compensated as per Article 13.*
6. *Leaves of absences shall be converted into hours for full time employees, ensuring their hours at the end of the pay period equal seventy (70) hours for inside workers and eighty (80) hours for outside workers. Hours for regular part time employees must equal to at least their minimum originally posted hours of work during the pay period.*

7. *When a statutory holiday falls during a pay period, employees will be entitled to the day off with pay (eight (8) hours for full time outside staff, seven (7) hours for full time inside staff, and prorated for regular part time staff), and such day will be considered as part of their total hours of work during the pay period. If a manager requests the employee to work on a statutory holiday, the employee will be compensated as per Article 18.02.*
8. *It is understood that the self directed work hours shall be restricted to the people in their current classification as listed below.*
9. *New names or classification changes (job evaluation notwithstanding) shall not be permitted without mutual agreement of the Employer and the Union.*

<i>Admin Coordinator</i>	<i>Corey Burtini</i>
<i>Aquatics Coordinator</i>	<i>Kristy MacKinnon</i>
<i>Aquatics Programmer</i>	<i>Chris McGregor</i>
<i>Community Recreation Coordinator</i>	<i>Alex Matthew</i>
<i>Arena & Food Services Coordinator</i>	<i>Geoff Welham</i>
<i>Catering & Café Supervisor</i>	<i>Carly Robb</i>
<i>Arena Programmer</i>	<i>Eric Yue</i>
<i>Fitness & Wellness Coordinator</i>	<i>Rob Wilson</i>
<i>Fitness & Wellness Programmer</i>	<i>Kristy Webster</i>
<i>Community Sport Coordinator</i>	<i>Karen Frost</i>
<i>Community Development Coordinator</i>	<i>Bobbi Neal</i>
<i>Youth & Teen Programmer</i>	<i>Amy Cooper</i>
<i>Community Recreation Programmer</i>	<i>Katherine Salmons</i>
<i>Communications Clerk</i>	<i>Kathryn Mullis</i>
<i>Maintenance Supervisor</i>	<i>Ron Dietrich</i>
<i>Parks Supervisor</i>	<i>Bryan Wood</i>
<i>Event & Booking Supervisor</i>	<i>Kyle Laberge</i>
<i>Community Recreation Program Supervisor</i>	<i>Lori Argyle</i>

LETTER OF UNDERSTANDING # 8

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")

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.

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 10-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 10-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 *eight (8)* 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 1.08 (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 _____ day of September, in the year 2012, in the City of Victoria, Province of B.C.

FOR THE EMPLOYER

Chairman, GVLRA

Director, GVLRA

Manager, GVLRA

FOR THE UNION

BARGAINING COMMITTEE CHAIR,
CUPE LOCAL 1978

CHAIR WEST SHORE PARKS AND
RECREATION, CUPE LOCAL 1978