

# MEMORANDUM OF SETTLEMENT

THIS MEMORANDUM OF SETTLEMENT IS ENTERED INTO THIS 7<sup>TH</sup> DAY OF SEPTEMBER, 2018 BY THE APPOINTED BARGAINING REPRESENTATIVES OF THE GREATER VICTORIA LABOUR RELATIONS ASSOCIATION ON BEHALF OF THE CITY OF COLWOOD, THE TOWNSHIP OF ESQUIMALT, THE DISTRICT OF METCHOSIN, THE DISTRICT OF NORTH SAANICH, THE DISTRICT OF OAK BAY, AND THE TOWN OF SIDNEY AND THE BARGAINING REPRESENTATIVES OF CUPE LOCAL 374.

ALL MATTERS NOT ADDRESSED IN THIS SETTLEMENT PROPOSAL SHALL REMAIN AS SET OUT IN THE RESPECTIVE PARTIES' JANUARY 1, 2014 – DECEMBER 31, 2016 COLLECTIVE AGREEMENTS.

THE PARTIES HERETO AGREE TO PRESENT THE FOLLOWING TO THEIR RESPECTIVE MEMBERSHIPS AND PRINCIPALS WITH A RECOMMENDATION FOR RATIFICATION OF THE TERMS AND CONDITIONS TO RENEW THE COLLECTIVE AGREEMENTS.

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## 1. PREVIOUS CONDITIONS

All of the terms and conditions of the Collective Agreement commencing January 1, 2017 and expiring December 31, 2020 shall continue to apply except as specifically varied below.

## 2. EFFECTIVE DATE OF CHANGES

All other amendments to the revised Collective Agreement shall come into effect the first day of the month following the date of ratification by both Parties unless specified otherwise within.

## 3. TERM OF AGREEMENT

The Parties agree that the term shall be revised to provide for a four (4) year Collective Agreement commencing January 1, 2017 up to and including December 31, 2020.

## 4. GENERAL WAGE INCREASES

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

- January 1, 2017 - 1.5%
- January 1, 2018 - 2%
- January 1, 2019 - 2%
- January 1, 2020 - 2%

*NOTE: It is understood by the Parties that the retroactive wage increase effective January 1, 2017 shall be paid to those employees who have retired, resigned, terminated or otherwise left the service of the Employer.*

## MEMORANDUM OF SETTLEMENT

### 5. ALL MATTERS AGREED THROUGH COLLECTIVE BARGAINING

#### REGIONAL CHANGES

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##### Housekeeping

Capitalize all references to this "Collective Agreement" "Agreement" and "Parties" (when referring to this Union and this Employer)

Capitalize all references to "Union" and "Employer" where they appear in the Collective Agreement.

The Parties agree to create an alphabetical index of article and clause headings at the back of the Collective Agreement.

##### ARTICLE: AUXILIARY EMPLOYEE

Colwood	1.05
Esquimalt	1.06
Metchosin	1.05
North Saanich	1.05
Oak Bay	1.05
Sidney	1.05

- (1) **An Auxiliary employee means an employee not employed as a regular employee and may be employed for:**
  - (a) relief of regular employees on vacation leave, sick leave, ~~maternity leave~~, long term disability of less than one (1) year's duration, WorkSafe BC compensation of less than one (1) year duration, compassionate leave, education leave or other leaves,
  - (b) **notwithstanding clause 1.05(a) relief of a regular employee on maternity leave, adoption and parental leave,**
  - (b c) non-repetitive projects of less than one (1) year's 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 1.04 or 1.05 above, **or**
  - (e d) work of an emergency nature.
- (2) Auxiliary employees include employees who work less hours than regular part-time employees.

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### **ARTICLE: AUXILIARY EMPLOYEE (TERMS & CONDITIONS)**

Colwood:	1.08(b)(xiii)
Esquimalt:	1.09(2)(n)
Metchosin:	1.08(b)(xiv)
North Saanich:	1.08(b)(xiv)
Oak Bay:	1.08(b)(ii)
Sidney:	1.08(b)(xiv)

#### **The Parties agree to updating this clause to reflect the current rate.**

- (a) 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.
- (b) 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:

*(i) through (xiii) existing contract language*

- (xiv) An auxiliary employee shall be paid ~~thirteen percent (13%)~~ **fourteen percent (14%)** of gross earnings (basic wages plus overtime) on each pay cheque in lieu of the full benefit package normally provided by the Agreement (including but not limited to vacations, statutory holidays, sick leave, medical, extended health benefits, dental and group life insurance coverage. ~~Effective January 1, 2016 an auxiliary employee shall be paid fourteen percent (14%) of gross earnings (basic wages plus overtime) on each pay cheque in lieu of the full benefit package normally provided by the Agreement (including but not limited to vacations, statutory holidays, sick leave, medical, extended health benefits, dental and group life insurance coverage.~~

### **ARTICLE: PLURAL OR FEMININE TERMS**

Colwood:	1.12
Esquimalt:	1.14
Metchosin:	1.10
North Saanich:	1.13
Oak Bay:	1.13
Sidney:	1.13

#### ***The Parties commit to search the document and change all references to masculine or feminine to be gender inclusive.***

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

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### ARTICLE: RECORD OF EMPLOYMENT ON TERMINATION

Colwood	4.04
<b>Esquimalt:</b>	<b>6.04 NEW</b>
Metchosin:	4.04
North Saanich:	4.04
Oak Bay:	4.04
Sidney:	4.04

In the event the employment of any employee terminates for any reason, the Employer shall complete the Record of Employment, as issued by the Unemployment Insurance Commission **required by Service Canada**, stating the reasons for the separation of employment.

### ARTICLE: MUNICIPAL COUNCIL MINUTES

Colwood	<del>10.01</del>
Esquimalt	<del>10.01</del>
Metchosin	<del>11.01</del>
North Saanich	<del>10.01</del>
Oak Bay	<del>10.01</del>
Sidney	<del>10.01</del>

~~A copy of the adopted minutes of regular Town Council meetings and committees, as appropriate, shall be provided to the Union upon its request.~~

### ARTICLE: GRIEVANCE PROCEDURE

Colwood	11.02(d)
Esquimalt	12.02(4)
Metchosin	12.02(d)
North Saanich	11.02(d)
Oak Bay	11.02(d)
Sidney	11.02(d)

#### Esquimalt

*(1) to (3) current contract language*

- (4) Step 4: If settlement is not reached through the foregoing procedures, the grievance may be referred to an Arbitration Board. The pParty referring the grievance to arbitration shall give notice to the other pParty in writing, together with the name of its representative on the Arbitration Board, within ten (10) working days of the last meeting held at Step 3.

#### North Saanich, Sidney, Colwood, Oak Bay, Metchosin

*(a) to (c) current contract language*

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- (d) Step 4: If settlement is not reached through the foregoing procedures, the grievance may be referred to an Arbitration Board. The pParty referring the grievance to arbitration shall give notice to the other pParty in writing, ~~together with the name of its representative on the Arbitration Board,~~ within ten (10) working days of the Employer's answer at Step 3.

### ARTICLE: ARBITRATION PROCEDURE

Colwood	12.01, 12.02, 12.03
Esquimalt	13.01, 13.02, 13.03
Metchosin	13.01, 13.02, 13.03
North Saanich	12.01, 12.02, 12.03
Oak Bay	12.01, 12.02, 12.03
Sidney	12.01, 12.02, 12.03

#### Esquimalt

### 13.01 Appointment of an Arbitrator or Arbitration Board

- (1) **Where a matter has been referred to arbitration the matter will be submitted to a single Arbitrator who is mutually agreeable to both Parties.**
- (42) **Failing such agreement, the matter shall be referred to an Arbitration Board consisting of a representative appointed by each Party and a Chairperson appointed by the representatives.** ~~Within five (5) working days of receiving the notice referred to in Subsection 12.02 (4), the second party to the arbitration shall appoint its representative and inform the first party in writing. The two representatives so appointed shall agree to a Chairman within ten (10) working days. Should they be unable to agree, the Minister of Labour~~ **Collective Agreement Arbitration Bureau** shall be requested to appoint a ~~Chairman~~ **Chairperson.**
- (2) ~~By mutual agreement of the parties a single arbitrator may be utilized in the place of the three person arbitration panel.~~

### 13.02 Powers of an Arbitrator or Arbitration Board

- (1) The **Arbitrator/Arbitration Board** may determine its own procedure but shall give full opportunity to all pParties to present evidence and make representations to it.
- (2) The decision of the **Arbitrator/Arbitration Board** 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)~~ **twenty (20) working days** after the hearing **last day of submissions or such longer periods as may be allowed by mutual agreement of the Parties** and shall be final, binding and enforceable on all pParties.

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The **Arbitrator /Board of Arbitration Board** shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. However, the **Arbitrator/ Arbitration Board** shall have the power to dispose of a grievance by any written decision which it deems just and equitable.

- (3) Should the ~~p~~Parties disagree as to the meaning of the **Arbitrator's/ Arbitration Board's** decision, either ~~p~~Party may apply to the **Arbitrator/ Chair** ~~Chairman~~, within five (5) days of receipt of the decision, to ~~reconvene the Board to~~ clarify the decision.

### 13.03 Cost of Arbitration

~~Each of the parties shall bear the expense of the Arbitrator appointed by it and the parties shall jointly bear the expenses of the Chairman. The Parties shall jointly bear the fees and expenses of the Arbitrator/ Chairperson. In the case of an Arbitration Board each of the Parties shall bear the fees and expenses of their nominee.~~

North Saanich, Sidney, Colwood, Oak Bay, Metchosin

### **Appointment of an Arbitrator or Arbitration Board**

- (a) **Where a matter has been referred to arbitration the matter will be submitted to a single Arbitrator who is mutually agreeable to both Parties.** Within ten (10) working days of receiving the notice referred to in Subsection 11.02 (d) the ~~p~~Parties shall appoint a mutually agreed upon Arbitrator. ~~, the second party to the arbitration shall appoint its representative and inform the first party in writing. The two representatives so appointed shall agree to a Chairman within ten (10) working days. Should they be unable to agree, the Minister of Labour shall be requested to appoint a Chairman.~~
- (b) **Notwithstanding the above, within ten (10) working days of receiving the notice referred to in Subsection 11.02 (d) either Party may refer the matter to an Arbitration Board consisting of a representative appointed by each Party and a Chairperson appointed by the representatives.** By mutual agreement of the parties a single arbitrator may be utilized in the place of the three person arbitration panel.
- (c) **Should the Parties or the representative appointees be unable to agree on an Arbitrator or Chair in a timely manner, the appointment shall be made by the Collective Agreement Arbitration Bureau.**

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### Powers of Arbitration Board

- (a) The **Arbitrator/** Arbitration Board shall hear the **pParties** and render an award within fifteen (15) days from the time the **hearing is concluded. Arbitrator/** Chairman is appointed and shall commence its proceedings within forty eight (48) hours after the **Arbitrator/** Chairman is appointed. The time limits fixed by this procedure may be extended by mutual consent of the **pParties**.
- (b) The **Arbitrator/Arbitration** Board may determine its own procedure, but shall give full opportunity to all **pParties** to present evidence and make representations to it.
- (c) The decision of the **Arbitrator/Arbitration Board** majority shall be the decision of the Board. Where there is no majority decision **of an Arbitration Board**, 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 **pParties**. The **Arbitrator/ Arbitration** Board shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. However, the **Arbitrator/ Arbitration** Board shall have the power to dispose of a grievance by any written decision which it deems just and equitable.
- (d) Should the **pParties** disagree as to the meaning of the **Arbitrator's/ Arbitration** Board's decision, either **pParty** may apply to the Chairman, within five (5) days of receipt of the decision, to reconvene the Board to clarify the decision. **This application may be made by letter, conference call or meeting.**

### Cost of Arbitration

~~Each of the parties shall bear the expense of the Arbitrator appointed by it and the parties shall jointly bear the expenses of the Chairman.~~ **The Parties shall jointly bear the fees and expenses of the Arbitrator/ Chairperson. In the case of an Arbitration Board each of the Parties shall bear the fees and expenses of their nominee.**

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### ARTICLE: LOSS OF SENIORITY

Colwood	13.05(a)(b)(c)
Esquimalt	14.05(1)(2)(3)
Metchosin	15.05(a)(b)(c)
North Saanich	13.05(a)(b)(c)
Oak Bay	13.05(a)(b)(c)
Sidney	13.05(a)(b)(c)

#### Esquimalt

A regular employee shall lose seniority in the event:

- (1) The employee is terminated for cause and is not reinstated.
- (2) The employee resigns **or retires**.
- (3) The employee has been laid off from regular employment for longer than twelve (12) consecutive months, or fails to accept recall under Article 15.08 (b), or fails to report on the date and time required when recalled.

#### North Saanich, Sidney, Colwood, Oak Bay, Metchosin

A regular employee shall lose seniority in the event:

- (a) The employee is terminated for cause and is not reinstated.
- (b) The employee resigns **or retires**.
- (c) The employee has been laid off from regular employment for longer than twelve (12) consecutive months, or fails to accept recall under Article 15.08 (b), or fails to report on the date and time required when recalled.

### ARTICLE: ON THE JOB TRAINING

Colwood:	14.08
North Saanich:	14.08

*(a) to (c) current contract language*

- (d) 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~~ **article**. Such training shall always meet the basic criteria set-out in the first sentence of Subsection (a), with employees being selected for such training on the basis of Subsection (c)



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- (e) For purposes of this Letter **article**, "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.

### ARTICLE: STANDBY

Colwood	17.06 (c)
Esquimalt	18.02 (4)
Metchosin	19.07 (c)
North Saanich	17.05 (d)
Oak Bay	17.05 (d)

#### Colwood, Metchosin

Any employee required by the Employer to carry and to respond to communication devices ~~such as, but not limited to, cell phones, electronic mail via computers, pagers or mobile radios~~ outside their regular work schedule shall be paid as per (b) above.

#### Esquimalt

Outside of their regular work schedule, employees on Standby will be required to carry and respond to communication devices, ~~such as but not limited to, land line telephone, cellular telephones, pagers and mobile radios.~~

#### North Saanich, Oak Bay

Any employee(s) required to carry and respond to communication devices, ~~such as but not limited to, cell phones, pagers or mobile radios~~ outside their regular work schedule shall be deemed to be on standby for the purposes of this Article.

### ARTICLE: FIRST AID ALLOWANCE

Colwood:	18.05
Oak Bay:	18.08

~~Effective the first of the month following ratification,~~ a An employee who is required to hold a valid Level 2 Occupational First Aid Certificate shall be paid sixty-five dollars (\$65.00) bi-weekly.

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

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### ARTICLE: PREMIUM PAY

Colwood	18.08
Metchosin	20.09
North Saanich	18.07
Sidney	18.07

(a) through (d) current contract language

#### (e) Dirty Pay Premium

- (i) When designated by the Employer an employee shall receive a minimum of one-half (1/2) hour of premium pay, or the hours so worked, whichever is the greater, and provided such task(s) is outside an employee's normal duties, when directed to clean up excrement/faecal matter (human or otherwise) bodily fluids (blood, vomit, urine), diapers, hypodermic needles or such other obnoxious materials as approved by the Employer;
- (ii) ~~Effective January 1, 2012 the~~ **The** premium shall be one-quarter (1/4) hour in addition to the employee's regular rate of pay.

### ARTICLE: CERTIFIED TRADESPERSON RATE OF PAY

North Saanich:	18.09
Oak Bay:	18.12

Amend reference to "Journeyman" to "**Journeyperson**"

### ARTICLE: MEDICAL APPOINTMENTS

Colwood	21.06
Esquimalt	23.10
Metchosin	23.07
North Saanich	21.07
Oak Bay	21.07
Sidney	21.07

Esquimalt, North Saanich, Sidney, Colwood, Metchosin

**Approved** Time off for an employee to attend a dentist, doctor or other medical appointment will not be deducted from the employee's sick leave entitlement unless it exceeds two (2) hours per appointment, or occurs on a "very frequent basis". ~~Verbal approval for the time off is all that is required from the Department Head; no record is required to be provided to payroll unless the sick time entitlement is to be utilized.~~

## MEMORANDUM OF SETTLEMENT

### Oak Bay

**Approved** Time off for an employee to attend a dentist, doctor or other medical appointment will not be deducted from the employee's sick leave entitlement unless it exceeds two (2) hours per appointment, or occurs on a "very frequent basis". In order to accommodate operational requirements an employee shall provide a minimum of two (2) work days of notice to the Employer of scheduled medical or dental appointments prior to attending such appointments.

### ARTICLE: PERSONAL, EMERGENCY AND FAMILY LEAVE

Colwood:	21.08
Esquimalt:	23.08
North Saanich:	21.08
Oak Bay:	21.08

- (a) A regular employee shall in each calendar year (January 1 to December 31) be entitled to utilize up to a maximum of ~~three (3)~~ **four (4)** paid work days to be deducted from their accumulated sick leave bank (Article INSERT) for the purposes of personal, emergency and family leave. ~~Effective January 1, 2012 a regular employee shall in each calendar year (January 1 to December 31) be entitled to utilize up to a maximum of four (4) paid work days to be deducted from their accumulated sick leave bank (Article INSERT) for the purposes of personal, emergency and family leave.~~

*Remainder of clause current contract language*

### ARTICLE: EMERGENCY UNION BUSINESS

Colwood	25.03
<b>Esquimalt</b>	<b>New</b>
Metchosin	28.03
North Saanich	26.03
Oak Bay	26.03
Sidney	26.03

One (1) Union official, as named in Article 3.03, shall be allowed time-off without pay, to attend to emergency Union business arising from the operations of ~~an another employer Employer other than the City of Colwood,~~ but under certification to Local 374, on short notice to **the Employer** supervisory official designated by the Municipal Administrator, provided such time-off does not disrupt normal operations.

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### ARTICLE: DENTAL PLAN

Colwood: 28.02  
Esquimalt: 31.02(1)(2)  
North Saanich: 29.02(a)(b)

#### Esquimalt

- (1) 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 (\$2,500.00) for each eligible employee and eligible dependent). ~~Effective January 1, 2012~~ A (basic services) shall include composite (white) fillings on all teeth.
- (2) 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 (20%) through monthly payroll deductions.

#### North Saanich

- (a) 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 (\$2,500.00) 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.
- (b) 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.

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### Colwood

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) **including composite (white fillings) on all teeth**, 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). 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. ~~Effective January 1, 2012 Plan A Restorative Services will be amended to include composite (white fillings) on all teeth.~~

### **ARTICLE: GROUP LIFE INSURANCE**

Esquimalt:	31.03(1)
North Saanich:	29.03
Colwood:	28.03(a)

### Esquimalt

- (1) Regular employees shall participate in the Group Life Insurance Plan under the trusteeship of the Capital Area Benefit Advisory Group as a condition of employment. Each participating employee shall have basic life insurance coverage in the amount of ~~two times (2x)~~ **three times (3x)** such employee's annual salary, rounded upwards to the next higher thousand, and accidental death and dismemberment coverage as defined in the Plan, plus such optional benefits as offered by the trustees of the Capital Area Benefit Advisory Group which each employee desires. ~~Effective January 1, 2012 the basic life insurance coverage shall increase to three times (3x) such employee's annual salary, rounded upwards to the next higher thousand, and accidental death and dismemberment coverage as defined in the Plan, plus such optional benefits as offered by the trustees of the Capital Area Benefit Advisory Group which each employee desires.~~

### North Saanich

Regular employees shall participate in the Group Life Insurance Plan, under the trusteeship of the Capital Area Benefit Advisory Group, as a condition of employment. Each participating employee shall have basic

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life insurance coverage in the amount of ~~two times (2x)~~ **three times (3x)** such employee's annual salary, rounded upwards to the next higher thousand, to a maximum principle amount of one hundred thousand dollars ((\$100,000), and accidental death and dismemberment coverage as defined in the Plan, plus such optional benefits, as offered by the trustees of the Capital Area Benefit Advisory Group which each employee desires. The cost sharing for Life Insurance shall be eighty percent (80%) Employer paid and twenty percent (20%) employee paid. ~~Effective January 1, 2012 the basic life insurance coverage shall be amended to three times (3x) such employee's annual salary, rounded upwards to the next higher thousand.~~

### Colwood

- (a) Regular employees shall participate in the Group Life Insurance Plan as a condition of employment. Each participating employee shall have basic life insurance coverage in the amount of ~~two times (2x)~~ **three times (3x)** such employee's annual salary, rounded upwards to the next higher thousand, and accidental death and dismemberment coverage as defined in the Plan. In addition optional dependent life insurance shall be available. ~~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.~~

### ARTICLE: LONG TERM DISABILITY PLAN

Esquimalt:	31.10 (3)(a) (5)(c)
North Saanich:	29.12 (d)(i) (g)(i)
Sidney:	29.12 (d)(i) (g)(i)
Colwood:	28.08 (d)(i)
Oak Bay:	29.12 (d)(i) (f)(i)
Metchosin:	31.08 (d)(i) (f)(i)

### *(1) to (2) current contract language*

- (3) The terms and conditions of this LTD Plan shall be as determined and amended from time to time by the Trustees, but in no event shall these benefits provide for other than the following, provided such benefits can be maintained for the total cost of three percent (3%) of payroll:
- (a) A benefit level of ~~sixty percent (60%)~~ **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

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payable to the employee from other sources during the period of disability. ~~Effective October 1, 2007 the said benefit level will be increased from sixty percent (60%) to seventy percent (70%).~~

- (b) A definition of disability which permits an employee to become eligible for benefits when completely unable to engage in their normal occupation for the first twenty-four (24) months of disability; and thereafter, when they are unable to engage in any occupation or employment for which they are 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.
- (4) 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.
- (5) Benefits While on Long Term Disability
- (a) 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.
  - (b) 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 Benefits Plan, Group Life Insurance and Dental Plan. While in receipt of Long Term Disability payments, contributions to Municipal Pension Plan shall be waived and such status shall be reported to the Plan.
  - (c) During the qualification period and while in receipt of Long Term Disability benefits, the eighty percent (80%) Employer paid and twenty percent (20%) employee paid premium cost sharing for the above plans shall remain for the first two years while on long term disability after which the ~~access to such benefits ceases~~

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~~unless the long term disability recipient opts to continue benefit coverage by assuming the full premium costs of such benefits.~~

~~Effective January 1, 2008 the eighty percent (80%) Employer paid and twenty percent (20%) employee paid premium cost sharing shall remain for the first two years while on long term disability after which the benefit premium costs shall be shared fifty percent (50%) by the Employer and fifty percent (50%) by the recipient for the duration of their claim.~~

- (d) Seniority shall continue to accrue be credited for all time on while on Long Term Disability.
  - (e) The GVLRA/CUPE LTD Trust may examine possible options to improve health and welfare benefit entitlements and make such recommendations to the pParties to this agreement as the trustees deem appropriate.
- (6) Notwithstanding anything in this Article, the Employer and the Union recognize that eligibility for and entitlement to long term disability

### ARTICLE: COMPUTER TERMINALS

Colwood: 29.04  
Metchosin: 32.04

~~When an employee is required to monitor a computer display terminal which uses a cathode ray tube the following shall apply:~~

- (a) ~~A pregnant employee shall have the option not to continue monitoring computer display terminals which use cathode ray tubes.~~
- (b) ~~When a pregnant employee chooses not to monitor such computer display terminals, if other work is available she may be assigned to such work. Where a work assignment of this nature is not available an employee shall be placed on unpaid leave of absence until she qualifies for maternity leave.~~
- (c) ~~In the event an alternate work assignment is not available and the employee is placed on unpaid leave of absence, the Employer shall continue to pay the benefit plan premiums set out in Articles 31.01, 31.02, and 31.03.~~



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### ARTICLE: EARLY RETIREMENT

North Saanich	29.11
Sidney	29.11
Oak Bay	29.11

Those employees who retire prior to age sixty-five (65) may opt to continue to be enrolled under the benefits of the Group Life Insurance and Dental Plan until age sixty-five (65), **provided the plans allow coverage to be continued**. The employee will be responsible for one hundred percent (100%) of the premium.

### ARTICLE: CLOTHING

North Saanich:	31.05
Sidney:	31.05
Colwood:	29.05
Oak Bay:	31.05

Coveralls, rubber boots, hard hats, rain gear and gloves (including anti-vibration gloves) shall be issued when, in the opinion of the Superintendent **Employer**, these are required because of the nature of the duties performed.

### ARTICLE: BOOTS/BOOT ALLOWANCE/SAFETY FOOTWEAR

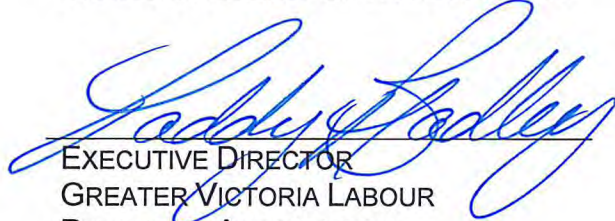
Esquimalt:	32.05
North Saanich:	31.06
Sidney:	31.06
Colwood:	29.08
Oak Bay:	31.06
Metchosin:	32.06

For regular employees who have passed their probationary period, the Employer shall contribute ~~ninety dollars (\$90.00)~~ **one hundred dollars (\$100.00)** annually towards the purchase of safety footwear where required by WorkSafeBC Regulations and effective January 1, 2016 the Employer shall contribute one hundred dollars (\$100.00) annually.

# MEMORANDUM OF SETTLEMENT

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS MEMORANDUM OF SETTLEMENT TO BE EXECUTED THIS 7<sup>TH</sup> DAY OF SEPTEMBER IN THE YEAR 2018, IN THE CITY OF VICTORIA, BRITISH COLUMBIA

SIGNED ON BEHALF OF THE EMPLOYER

  
EXECUTIVE DIRECTOR  
GREATER VICTORIA LABOUR  
RELATIONS ASSOCIATION

  
CITY OF COLWOOD

  
TOWNSHIP OF ESQUIMALT

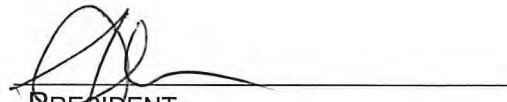
  
DISTRICT OF METCHOSIN

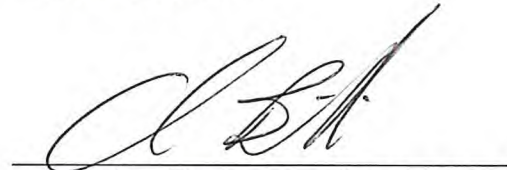
  
DISTRICT OF NORTH SAANICH


  
DISTRICT OF OAK BAY


  
TOWN OF SIDNEY

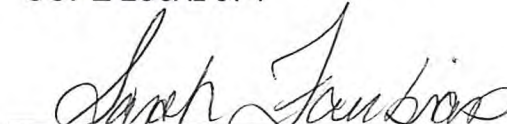
SIGNED ON BEHALF OF THE UNION


  
PRESIDENT  
CUPE LOCAL 374

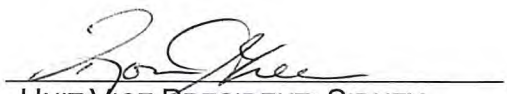
  
UNIT VICE PRESIDENT: COLWOOD  
CUPE LOCAL 374

  
UNIT VICE PRESIDENT: ESQUIMALT  
CUPE LOCAL 374

  
UNIT VICE PRESIDENT: METCHOSIN  
CUPE LOCAL 374

  
UNIT VICE PRESIDENT: NORTH  
SAANICH CUPE LOCAL 374

  
UNIT VICE PRESIDENT: OAK BAY  
CUPE LOCAL 374

  
UNIT VICE PRESIDENT: SIDNEY  
CUPE LOCAL 374

## MEMORANDUM OF SETTLEMENT

THE PARTIES HERETO AGREE TO PRESENT THE FOLLOWING CHANGES SPECIFIC TO THE CITY OF COLWOOD AND CUPE LOCAL 374 COLLECTIVE AGREEMENT WITH A RECOMMENDATION FOR RATIFICATION OF THE FOLLOWING TERMS AND CONDITIONS.

---

### ARTICLE 1.08      AUXILIARY EMPLOYEE TERMS AND CONDITIONS OF EMPLOYMENT

- (a) 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.
- (b) 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:

*(i) through (xii) current contract language*

- (xiii) An auxiliary employee shall be paid ~~thirteen percent (13%)~~ **fourteen percent (14%)** of gross earnings (basic wages plus overtime) on each pay cheque in lieu of the full benefit package normally provided by the Agreement (including but not limited to vacations, statutory holidays, sick leave, medical, extended health benefits, dental and group life insurance coverage). ~~Effective January 1, 2016 an auxiliary employee shall be paid fourteen percent (14%) of gross earnings (basic wages plus overtime) on each pay cheque in lieu of the full benefit package normally provided by the Agreement (including but not limited to vacations, statutory holidays, sick leave, medical, extended health benefits, dental and group life insurance coverage).~~

*(xiv) through (xxii) current contract language*

- (d) 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 position shall be added to their auxiliary hours upon return to their auxiliary status.

## MEMORANDUM OF SETTLEMENT

### ARTICLE 13.05 LOSS OF SENIORITY

An employee shall lose seniority in the event:

- (a) the employee is terminated for cause and is not reinstated;
- (b) the employee resigns;
- (c) the employee has been laid off from employment for longer than twelve (12) consecutive months, or fails to accept recall under Subsection 15.08 (b), or fails to report on the date and time required when recalled. Where the recall is for short periods of work (~~un-relating~~ **unrelated** to his/her normal work season or cycle), an employee may refuse to report.

### ARTICLE 25.01 LEAVE FOR UNION BUSINESS

- (a) *(i) through (iii) current contract language*
  - (iv) Negotiating a renewal of this Collective Agreement: to a maximum of two (2) Union appointees. ~~Effective the date of signing of this collective agreement, time off work with pay shall be granted to two (2) employees for the purposes of negotiating a revision to or renewal of this collective agreement.~~

*Remainder of clause current contract language*

### ARTICLE 28.09 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 Superannuation **Municipal Pension Plan** shall be waived and such status shall be reported to the ~~Commissioner for Superannuation BC Pension Corporation.~~
- (b) ~~For recipients on Long Term Disability benefits the eighty/twenty (80/20) Employer/Employee 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~~

## MEMORANDUM OF SETTLEMENT

~~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) **Employer/Employee** premium cost sharing for the above plans shall remain for the first two years while on long term disability after which the benefit costs shall be shared fifty per cent (50%) by the Employer and fifty per cent (50%) by the recipient for the duration of the claim.

- (c) 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 37 LETTERS OF UNDERSTANDING**

*The Parties agree to renew the following Letters of Understanding:*

1. Salary Sharing for Auxiliary Employees
2. Job Sharing
3. Maintenance of the Modified Work Week Arrangements
4. Pay Grade for Skilled Labour Work

*The Parties agree to remove the following Letters of Understanding:*

5. I.T. Premium Pay

*The Parties agree to bring the following Letters of Understanding into the Collective Agreement:*

**Continuous Operations – RCMP Court Liaisons**

**Continuous Operations – RCMP Watch Clerks**

# MEMORANDUM OF SETTLEMENT

## LETTER OF UNDERSTANDING

### CONTINUOUS OPERATIONS —RCMP Court Liaisons

#### Purpose

1. The purpose of this Letter of Understanding is to set out specific terms and conditions of employment affecting employees employed in positions which provide support services to the West Shore RCMP detachment outside of the normal hours of work of Article 16 of the Collective Agreement.
2. These employees may be providing coverage for continuous operations, Monday through Friday of each week, twelve (12) hours each day from 5 a.m. to 5 p.m., or any variation to meet the operational demands of the RCMP services.
3. Where a conflict arises between this Letter of Understanding and the Collective Agreement, the terms of this Letter of Understanding shall apply, unless the Parties mutually agree otherwise.

#### Scheduling Principles

1. All schedules shall be based upon cycles of 35 hours per week, with 4 shifts (3 shifts at 9 hours and 1 shift at 8 hours).
2. The cycle shall provide for thirty-five (35) straight time hours of work each week.
3. Three (3) consecutive days of rest will be provided within each consecutive seven (7) day period, unless due to vacation leave where the shift reverts to a five (5) day work week.
4. The work schedules shall provide for up to five (5) days coverage (Monday through Friday) by employees.
5. The work schedules shall provide for up to twelve (12) hour coverage each day by employees.
6. Split shifts are prohibited.

#### Shift Schedules

1. Shift schedules in effect as of this Letter of Understanding shall remain and shall not be changed without mutual agreement of the Union and the Employer.

## MEMORANDUM OF SETTLEMENT

2. By mutual agreement the Union and the Employer may add or delete shift schedules during the term of the Collective Agreement to meet operational requirements provided the schedule(s) comply with the foregoing scheduling principals.
3. The following shift schedules apply to the two (2) Court Liaisons that support the Detachment.

Current Shifts when two Employees Working:

#1: 9 hours Monday to Wednesday - 05:00 to 15:00;

8 hours Thursday - 05:00 to 14:00;

a one (1) hour unpaid meal break is included in all days of this shift;

#2: 9 hours Tuesday to Thursday - 07:00 to 17:00;

8 hours Friday - 05:00 to 14:00;

a one (1) hour unpaid meal break is included in all days of this shift.

When one Employee is on Vacation the shift requirement is covered by the remaining employee:

#1: 7 hours Monday to Friday - 05:00 to 13:00;

includes a one (1) hour unpaid meal break.

4. The start time and stop time of the daily shift(s) shall be determined by mutual agreement of the Union and Employer and shall meet the operational requirements of the police department.

### Overtime

1. Overtime rates shall not apply to scheduled times worked during any part of a day time or night time shift except for all hours worked in excess of the scheduled daily hours at the rate of time and one-half (1½) the regular rate of pay for the first three (3) hours and at two (2) times the regular rate thereafter.
2. The maximum amount of overtime eligible to be accumulated at any time in a given year is five (5) regular working days. Any excess must be paid out.

## MEMORANDUM OF SETTLEMENT

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

### Vacation

1. For employees working in continuous operations, annual vacation shall be based on one (1) week of vacation equating to thirty-five (35) hours:
  - Fifteen (15) days' vacation shall equate to one hundred and five (105) hours
  - Eighteen (18) days' vacation shall equate to one hundred and twenty-six (126) hours
  - Twenty-three (23) days' vacation shall equate to one hundred and sixty-one (161) hours
  - Twenty-eight (28) days' vacation shall equate to one hundred and ninety-six (196) hours
  - Thirty (30) days' vacation shall equate to two hundred and ten (210) hours
  - Thirty-three (33) days' vacation shall equate to two hundred and thirty-one (231) hours.
2. When an employee requests vacation leave, it is up to the employee to provide at least one (1) months' notice to accommodate appropriate coverage. If less notice has been provided and the second employee is in agreement, leave may be approved.

### Statutory Holidays

1. For regular full-time employees working on continuous operations, statutory holidays shall be based on the twelve (12) Statutory Holidays of the Collective Agreement being equivalent to one-hundred and thirty-two (132) hours to be calculated and scheduled as statutory holiday time off work throughout the calendar year by mutual agreement of the Divisional Manager and employee. Regular part-time employees shall be entitled to a prorated portion of the one-hundred and thirty-two (132) hours of paid time of work.



## MEMORANDUM OF SETTLEMENT

2. In the event a regular employee is scheduled to work on a statutory holiday the employee shall be paid at an additional two times (2x) their regular rate of pay as set out in Article 20.04.
3. In the event an auxiliary employee is scheduled to work on a statutory holiday the employee shall be paid at the rate of time and one-half (1½x) their regular rate of pay as set out in Article 1.08(xxi).

### Sick Leave

For employees working in continuous operations sick leave and personal, emergency and family leave shall be based on one (1) day of sick leave or personal, emergency and family leave equating to seven (7) hours;

- Twelve (12) days sick leave shall equate to eight-four (84) hours
- Eighteen (18) days sick leave shall equate to one hundred and twenty-six (126) hours
- Twenty-four (24) days sick leave shall equate to one hundred and sixty-eight (168) hours
- An employee's maximum cumulative sick leave shall be nine hundred and ten (910) hours.

### Shift Differential

When the major portion of a regular employee's shift or that of an auxiliary employee working full-time shifts in excess of three (3) continuous months falls between the hours of 4:00 p.m. and 12:00 midnight, seventy-five cents (\$0.75) per hour will be paid for all hours worked.

When the major portion of such employee's shift falls between the hours of 12:00 midnight and 8:00 a.m., eighty-five cents (\$0.85) per hour will be paid for all hours worked.

Shift differential is earned only when actually at work and is not applied when overtime premiums are being paid.

In recognition of continuous shifts, the Employer agrees to a one time wage increase of \$1.00 per hour for the affected employees applicable at the execution date of this Agreement.

# MEMORANDUM OF SETTLEMENT

## LETTER OF UNDERSTANDING

### CONTINUOUS OPERATIONS —RCMP Watch Clerks

#### Purpose

1. The purpose of this Letter of Understanding is to set out specific terms and conditions of employment affecting employees employed in positions which provide support services to the West Shore RCMP detachment outside of the normal hours of work of Article 16 of the Collective Agreement.
2. These employees may be providing coverage for continuous operations, Monday through Sunday of each week, twenty-four (24) hours each day or any variation to meet the operational demands of the RCMP services.
3. Where a conflict arises between this Letter of Understanding and the Collective Agreement, the terms of this Letter of Understanding shall apply, unless the Parties mutually agree otherwise.

#### Scheduling Principles

1. All schedules shall be based upon cycles of eight (8) consecutive weeks, averaging thirty-nine (39) straight time hours of work each week.
2. A minimum of two (2) consecutive days of rest will be provided within each consecutive seven (7) day period.
3. The work schedules shall provide for up to seven (7) days coverage (Monday through Sunday) by employees.
4. The work schedules shall provide for up to twenty-four (24) hour coverage each day by employees.
5. Split shifts are prohibited.

#### Shift Schedules

1. Shift schedules in effect as of this Letter of Understanding shall remain and shall not be changed without mutual agreement of the Union and the Employer.
2. By mutual agreement the Union and the Employer may add or delete shift schedules during the term of the Collective Agreement to meet operational requirements provided the schedule(s) comply with the foregoing scheduling principals.

## MEMORANDUM OF SETTLEMENT

3. The following shift schedules apply to the four (4) Watch Clerks (A/B/C/D Watch):

### **Example of 4 Blocks (a period encompassing 32 days): "A" Watch**

(each shift consists of 11 hours with one-hour unpaid meal break)

#### *Block 1:*

2 Day Shifts - Tuesday/Wednesday – 06:30 – 18:30 hours;  
2 Night Shifts -Thursday/Friday – 18:30-06:30 hours;  
4 days off - Saturday/Sunday/Monday/Tuesday

#### *Block 2:*

2 Day Shifts - Wednesday/Thursday – 06:30 -18:30 hours;  
2 Night Shifts - Friday/Saturday – 18:30 - 06:30 hours;  
4 days off - Sunday/Monday/Tuesday/Wednesday

#### *Block 3:*

2 Day Shifts -Thursday/Friday – 06:30 -18:30 hours;  
2 Night Shifts - Saturday/Sunday – 18:30-06:30 hours;  
4 days off - Monday/Tuesday/Wednesday/Thursday

#### *Block 4:*

2 Day Shifts - Friday/Saturday – 06:30 -18:30 hours;  
2 Night Shifts -Sunday/Monday – 18:30 - 06:30 hours;  
4 days off -Tuesday/Wednesday/Thursday/Friday.

When "A" Watch goes to their NIGHT shifts; "B" Watch begins their block with DAY shifts; When "B" Watch goes to their NIGHT shifts; "C" Watch begins their block with DAY shifts; When "C" Watch goes to their NIGHT shifts; "D" Watch begins their block with DAY shifts; When "D" Watch goes to their NIGHT shifts; "A" Watch starts again with a new block of DAY shifts.

4. The start time and stop time of the daily shift(s) shall be determined by mutual agreement of the Union and Employer and shall meet the operational requirements of the police department.

### Overtime

1. Overtime rates shall not apply to scheduled times worked during any part of a day time or night time shift except for all hours worked in excess of the scheduled daily hours at the rate of time and one-half (1½x) the regular rate of pay for the first three (3) hours and at two times (2x) the regular rate thereafter.

## MEMORANDUM OF SETTLEMENT

2. The maximum amount of overtime eligible to be accumulated at any time in a given year is five (5) regular working days. Any excess must be paid out.
3. The Employer shall give reasonable consideration to requests from employees working overtime that compensation be in the form of time-off rather than in salary at the appropriate overtime rate, subject to the maintenance of efficient services and operations and the Employer and the employee arriving at mutually satisfactory arrangements for such time-off.

### Vacation

For employees working in continuous operations, annual vacation shall be based on one (1) week of vacation equating to forty (40) hours:

- Fifteen (15) days' vacation shall equate to one-hundred and twenty (120) hours
- Eighteen (18) days' vacation shall equate to one-hundred and forty-four (144) hours
- Twenty-three (23) days' vacation shall equate to one-hundred and eighty-four (184) hours
- Twenty-eight (28) days' vacation shall equate to two-hundred and twenty-four (224) hours
- Thirty (30) days' vacation shall equate to two-hundred and forty (240) hours
- Thirty-three (33) days' vacation shall equate to two-hundred and sixty-four (264) hours.

### Statutory Holidays

1. For regular full-time employees working in continuous operations, statutory holidays shall be based on the twelve (12) Statutory Holidays of the Collective Agreement being equivalent to one-hundred and thirty-two (132) hours to be calculated and scheduled as statutory holiday time off work throughout the calendar year by mutual agreement of the Divisional Manager and employee. Regular part-time employees shall be entitled to a prorated portion of the one-hundred and thirty-two (132) hours of paid time of work.
2. In the event a regular employee is scheduled to work on a statutory holiday the employee shall be paid at an additional two times (2x) their regular rate of pay as set out in Article 20.04.
3. In the event an auxiliary employee is scheduled to work on a statutory holiday the employee shall be paid at the rate of time and one-half (1½ x) their regular rate of pay as set out in Article 1.08(xxi).

## MEMORANDUM OF SETTLEMENT

### Sick Leave

For employees working in continuous operations sick and personal, emergency and family leave shall be based on one (1) day of sick leave or personal, emergency and family leave equating to eight (8) hours;

- Twelve (12) days sick leave shall equate to ninety-six (96) hours
- Eighteen (18) days sick leave shall equate to one-hundred and forty-four (144) hours
- Twenty-four (24) days sick leave shall equate to one-hundred and ninety-two (192) hours
- An employee's maximum cumulative sick leave shall be one-thousand and forty (1,040) hours.

### Shift Differential

When the major portion of a regular employee's shift or that of an auxiliary employee working full-time shifts in excess of three (3) continuous months falls between the hours of 4:00 p.m. and 12:00 midnight, seventy-five cents (\$0.75) per hour will be paid for all hours worked.

When the major portion of such employee's shift falls between the hours of 12:00 midnight and 8:00 a.m., eighty-five cents (\$0.85) per hour will be paid for all hours worked.

Shift differential is earned only when actually at work and is not applied when overtime premiums are being paid.

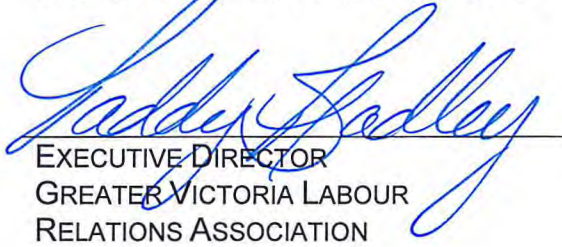
In recognition of continuous shifts, the Employer agrees to a one-time wage increase of \$1.50 per hour for the affected employees applicable at the execution date of this Agreement.

All entitlements will be in effect as of January 1, 2015.

## MEMORANDUM OF SETTLEMENT

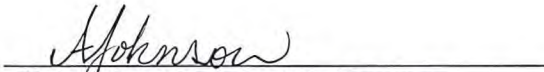
IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS MEMORANDUM OF SETTLEMENT TO BE EXECUTED THIS 7<sup>TH</sup> DAY OF SEPTEMBER IN THE YEAR **2018**, IN THE CITY OF VICTORIA, BRITISH COLUMBIA


SIGNED ON BEHALF OF THE EMPLOYER

  
EXECUTIVE DIRECTOR  
GREATER VICTORIA LABOUR  
RELATIONS ASSOCIATION

SIGNED ON BEHALF OF THE UNION

  
PRESIDENT  
CUPE LOCAL 374

*for*   
CHIEF ADMINISTRATIVE OFFICER  
THE CITY OF COLWOOD

  
UNIT VICE PRESIDENT  
CUPE LOCAL 374

## MEMORANDUM OF SETTLEMENT

THE PARTIES HERETO AGREE TO PRESENT THE FOLLOWING CHANGES SPECIFIC TO THE TOWNSHIP OF ESQUIMALT AND CUPE LOCAL 374 COLLECTIVE AGREEMENT WITH A RECOMMENDATION FOR RATIFICATION OF THE FOLLOWING TERMS AND CONDITIONS.

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### ARTICLE    n/a

Title change

Change any references to CUPE Local 333 to Local 374

### ARTICLE 18.02    STANDBY

*Clauses (1) through (4) current contract language*

(5) Standby Roster – Public Works:

- (a) A “Standby Roster” will be comprised of a minimum of eight (8) regular full-time employees from the Public Works Division. These employees will be rotated on a weekly basis: from 4:00 p.m. on Thursday to 7:30 a.m. **(or the hours outside the applicable summer hours work schedule)** the following Thursday. These employees shall be appointed by the Employer through a posting based upon operational needs, seniority considered, who, in the Employer’s opinion, possess the necessary qualifications, experience, skill and aptitude, relative to the requirements of the job, to perform the work that may arise while on standby. The Employer shall make all determinations of qualifications, experience, skill and aptitude. Whether such determinations were made in a fair and equitable fashion shall be subject to the grievance/arbitration procedures under the eCollective **a**Agreement. Employees appointed to the “Standby Roster” must remain on the “Standby Roster” until January 31<sup>st</sup> each calendar year.
- (b) Employees will be given an opportunity to apply for the “Standby Roster” prior to January 31<sup>st</sup> each calendar year. Employees may be added effective January 31<sup>st</sup> each calendar year.
- (c) Employees that are currently on the “Standby Roster” may elect to be removed from the “Standby Roster” by providing written notice to the ~~Public Works Manager~~ **Employer** after December 1<sup>st</sup> and before December 31<sup>st</sup> for the next calendar year “Standby Roster”. Employees electing to be

## MEMORANDUM OF SETTLEMENT

removed will be removed effective January 31<sup>st</sup> each calendar year.

- (d) Those employees appointed to the "Standby Roster" shall be rotated on a regular basis so that the Standby schedule is distributed amongst them in an equitable manner by the Employer; taking into account annual vacations, sick leave, *WorkSafe BC* leave and other types of leave as defined by the Collective Agreement.
- (e) Employees on Standby may decline Standby assignments upon written submission to the ~~Public Works Superintendent~~ **Employer** two (2) weeks prior to the date assigned Standby. If a suitable replacement is available from the "Standby Roster" the request will be approved.

### ARTICLE 31 BENEFITS PLANS

#### 31.01 Medical Services Plan and Extended Health Benefits

- (1) In consideration of a regular employee contributing twenty percent (20%) of the monthly cost of such employee's participation in the British Columbia Medical Services Plan, and the Extended Health Benefits Plan under the trusteeship of the Capital Area Benefit Advisory Group, the Employer shall contribute the remaining eighty percent (80%).
- (2) 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 their dependants to a maximum cost of four hundred dollars (\$400.00) per pair or surgery;
  - (b) charges for routine eye examinations every two (2) calendar years to a maximum of seventy-five dollars (\$75.00) when performed by a Physician or legally authorized optical provider. Effective January 1, 2012 the maximum shall be one hundred dollars (\$100.00) every two (2) years.
  - ~~(b)~~(c) hearing aids to a maximum of two thousand dollars (\$2000.00) every five (5) years. Effective January 1, 2012 the maximum shall be three thousand dollars (\$3,000.00) every five (5) years;
  - ~~(e)~~ (d) unlimited lifetime maximum;
  - ~~(d)~~ (e) Bluenet; and
  - ~~(e)~~ (f) no deductible.



## **MEMORANDUM OF SETTLEMENT**

- (3) The Employer shall utilize the employee portion of the EI rebate to improve the Extended Health Benefit coverage**

### **31.12 Employee and Family Assistance Plan - NEW**

**The Employer will maintain an employee and family assistance plan for all regular employees and their dependents.**

**For the purposes of this Plan, the definition of dependent shall be as defined by the Extended Health Plan.**

**The cost of the Employee and Family Assistance Plan shall be shared equally (50/50) by the Employer and the employees.**

**The Labour Management Committee will monitor the effectiveness of the Employee and Family Assistance Plan, respecting the strict adherence to confidentiality requirements, and make recommendations to the Employer and the Union for change if warranted.**

## MEMORANDUM OF SETTLEMENT

### ARTICLE 42: LETTERS OF UNDERSTANDING

42.01 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 Entitlement Accrual~~

***The attached letter will be issued to John Johnston the only remaining employee who is covered by this provision.***

The Parties agree to renumber remaining Letters of Understanding:

Letter No. 2 - Temporary Variation in Shift Times

Letter No. 3 - On the Job Training

Letter No. 4 - Job Sharing

Letter No. 5 - Auxiliary Employee Troubleshooter

Letter No. 7 - Auxiliary Employees: Market – Wage Rate Review

Letter No. 8 - Building Maintenance Workers

Letter No. 9 - Summer and Holiday Hours of Work for Out-of-School Care  
Workers (Team Leaders)

Letter No. 10 - Alternate Work Schedules

Letter No. 11 - Employee Compensation While Relieving in a Higher  
Rated Position

Letter No. 13 - Government or Education Funded Salary Sharing

Letter No. 14 - Recreation Program Instructors –as amended

## MEMORANDUM OF SETTLEMENT

(Date)

John Johnston  
(Address)

Dear John Johnston,

### RE: Grandparent Provision – Sick Leave Entitlement Accrual

As you were hired prior to April 6, 1984, this letter establishes “grandparent” provisions, as outlined below, for sick leave entitlement accrual arising as a result of changes negotiated to the Collective Agreement.

You shall earn sick leave in accordance with former Article 14 of the 1981/82 Collective Agreement, that is one and one-half (1 ½) days of sick leave for each month of continuous service with the Employer, provided:

- (a) That temporary layoffs for period not in excess of two (2) months shall not affect continuity of service;
- (b) The maximum accumulation shall be one hundred and thirty (130) days. Where you have not taken sick leave, or any portion thereof, to which you are entitled under the schedule stated above, you shall be entitled to accrue one hundred percent (100%) of such unused sick leave for your future benefit, to a maximum of one hundred and thirty (130) days.

Please note that this letter reflects the terms set out in LOU #1 of the 2014-2016 Collective Agreement, a copy of which is attached.

Yours truly,

Laurie Hurst, CPA, CGA  
Chief Administrative Officer

## MEMORANDUM OF SETTLEMENT

### LETTER OF UNDERSTANDING NO. 14

#### RECREATION PROGRAM INSTRUCTORS

Notwithstanding any provision of the Collective Agreement 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 program instructor commences work is hereby waived, and
2. That an auxiliary program instructor shall be paid a minimum of one (1) hour pay at the regular rate on any day that an auxiliary program instructor reports to work
3. (a) The rate of pay for the program instructors referred to in this Letter of Understanding shall be established by mutual agreement between the Parties.  
  
(b) ~~The parties agree to meet during the month of September 2007 to determine the appropriate rates of pay for the auxiliary program instructors.~~  
  
(e b) The mutually agreed rate(s) of pay and the one (1) hour minimum set out in clause 2 above shall ~~come~~ **come** into effect on October 1, 2007.
4. This Letter of Understanding shall not apply to auxiliary program instructors in the aquatic, curling, skate or hockey programs.

# MEMORANDUM OF SETTLEMENT

## LETTERS OF UNDERSTANDING - NEW

### Modified Work Week

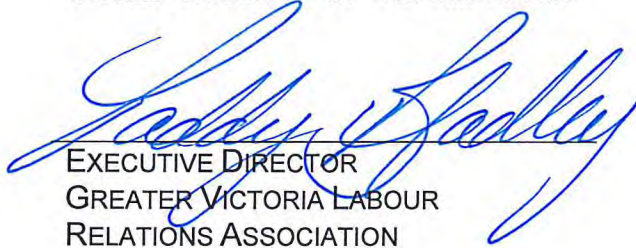
The Parties agree that during the term of this Agreement, and at a time mutually agreeable to the Parties, the Labour Management Committee will study the feasibility of implementing modified work week within various departments.

In the event that it is mutually agreeable to the Parties, modified work week may be implemented on a trial basis. The terms of such a trial will be set out prior to the implementation on a departmental basis, with the understanding that certain positions may be exempted.


The foregoing should not be interpreted as an endorsement or support in principle by the Employer for modified work week.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS MEMORANDUM OF SETTLEMENT TO BE EXECUTED THIS 7<sup>TH</sup> DAY OF SEPTEMBER IN THE YEAR 2018, IN THE CITY OF VICTORIA, BRITISH COLUMBIA**

SIGNED ON BEHALF OF THE EMPLOYER



EXECUTIVE DIRECTOR  
GREATER VICTORIA LABOUR  
RELATIONS ASSOCIATION




CHIEF ADMINISTRATIVE OFFICER  
THE TOWNSHIP OF ESQUIMALT

SIGNED ON BEHALF OF THE UNION



PRESIDENT  
CUPE LOCAL 374



UNIT VICE PRESIDENT  
CUPE LOCAL 374

## MEMORANDUM OF SETTLEMENT

THE PARTIES HERETO AGREE TO PRESENT THE FOLLOWING CHANGES SPECIFIC TO THE DISTRICT OF METCHOSIN AND CUPE LOCAL 374 COLLECTIVE AGREEMENT WITH A RECOMMENDATION FOR RATIFICATION OF THE FOLLOWING TERMS AND CONDITIONS.

---

### ARTICLE 19.07 STANDBY

- (a) ~~Only A regular employees shall be~~ **who is placed on standby at a time or times other than his/her regular working hours shall be paid the following premiums.** ~~and these employees may be rotated on a weekly basis.~~
- (b) Notwithstanding Article 19.04 a regular employee designated by the Employer to be on standby shall be paid. The following premiums apply:
  - (i) Eight (8) hours pay at their applicable rate of pay for each week in which the employee is on standby; and
  - (ii) Four (4) hours pay at their applicable rate of pay for each statutory holiday in which the employee was on standby.
  - (iii) For the purposes of (i) above, the regular employee on standby shall be on call from 4:00 p.m. Monday through the week until 7:30 a.m. the following Monday.
  - (iv) When the standby person goes out on a call they shall be paid at their applicable rate of pay.
- (c) Any employee required by the Employer to carry and to respond to communication devices such as, but not limited to, cell phones, electronic mail via computers, pagers or mobile radios outside their regular work schedule shall be paid as per (b) above.
- (d) Employees on standby may decline standby assignments upon two (2) weeks' notice provided suitable replacements are available and/or the roster may be adjusted accordingly.
- (e) Employees on standby shall be provided with a vehicle, if available, by the District of Metchosin at no cost to the employee, in order that the employee may respond directly to call-outs.

## MEMORANDUM OF SETTLEMENT

### 28.01 Leave for Union Business

- (a) Official representatives of the Union, to the maximum numbers listed below, shall be granted time-off with pay when meeting official representatives of the Employer for the purpose of:
  - (i) Settling a grievance that has not been referred to a third Party or to arbitration: to a maximum of two (2) Union appointees.
  - (i) Labour/Management Committee: to a maximum of two (2) Union appointees.
  - (iii) Joint Committees established under the terms of this Agreement: to a maximum of two (2) Union appointees.
- ~~(iv)~~(b) Time off work with pay shall be granted to ~~one (1)~~ **employee the local Vice President** for the purposes of negotiating a revision to or renewal of this Collective Agreement. **A leave of absence without pay shall also be granted to an additional employee for the purposes of collective bargaining to ensure that both inside and outside employees are represented at collective bargaining.**
- ~~(b)~~(c) Official representatives of the Union shall be granted leaves of absence without pay for the purpose of attending meetings, or transacting other business, in connection with matters affecting members of the bargaining unit.
- ~~(e)~~(d) All applications for leave of absence to conduct Union business under this Article, whether with or without pay, shall be granted only upon application to and upon receiving permission from the CAO, or his delegate. The Union shall provide reasonable notice prior to the commencement date of leave under this Article.
- ~~(d)~~(e) When leave without pay is granted under Subsection (b), the Employer shall not make a deduction from the regular salary or the benefits of the employee(s) involved, 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.

# MEMORANDUM OF SETTLEMENT

## ARTICLE 39 LETTERS OF UNDERSTANDING

*The Parties agree to renew the following Letters of Understanding:*

1. Salary Sharing for Auxiliary Employees.
2. Jill Parsons & LTD Benefits
3. Transition to the First Collective Agreement (**as amended**)
4. Employee Family Assistance Plan (**as amended**)
5. Hours of Work – Fire Information Person
6. Personal, Emergency and Family Leave (~~effective January 1, 2008~~)

### LETTER OF UNDERSTANDING NO. 3

#### Transition to the First Collective Agreement

The Parties hereby agree as follows:

1. That this Letter of Understanding is attached to and forms part of the ~~€~~Collective ~~a~~Agreement and remains in full force and effect for the term of the current ~~€~~Collective ~~a~~Agreement.
- ~~2. That the current vacation entitlements of Sheila MacKay (20 days per calendar year) shall be “frozen” and remain unchanged until the collective agreement entitlements at Article 21.01 (b) meet or exceed such vacation entitlements.~~
2. That the current long service pay entitlements of

Name	Hired	service rate/week per month		
Jim Whitfield	Dec-84	17.5	17.24	68.96
Jill Parsons	Mar-85	17.3	17.24	68.96

shall be “frozen” and remain unchanged until the ~~€~~Collective ~~a~~Agreement entitlements at Article 20.05 meet or exceed such service pay entitlements.



## MEMORANDUM OF SETTLEMENT

### LETTER OF UNDERSTANDING NO. 4

#### Employee and Family Assistance Plan

- ~~1. An Employee and Family Assistance Plan shall be developed by the parties and implemented into the workplace by January 1, 2008. Such date may be extended by mutual agreement of the Employer and Union.~~
- 2 1. The Employee and Family Assistance Plan **as developed by the Parties** shall apply to all regular employees, exempt employees and their dependents.
- 3.2. On a case-by-case basis access to the plan may be considered for an auxiliary employee(s) by the Employer. In the event of a traumatic event (such as a death in the workplace) the plan may be extended to all affected auxiliary employees.
- 4.3. For the purposes of the Employee and Family Assistance Plan, the definition of dependent shall be as defined by the Extended Health Plan.
- 5.4. The cost of the Employee and Family Assistance Plan shall be shared equally (50/50) by the Employer and the employees.
- 6.5. 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.

## **MEMORANDUM OF SETTLEMENT**

### **Letter of Understanding – NEW**

#### **Winter Road Maintenance Schedule**

**The Parties agree to meet within sixty (60) days within the signing of the Collective Agreement to discuss the implementation of a winter roads maintenance work schedule. It is recognized that the purpose of the winter roads maintenance is to provide road safety to the public.**

**The following principles shall apply to any change in the schedule:**

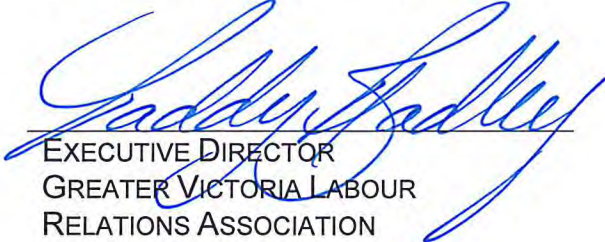
- (a) The start and finish times will be shifted to accommodate early morning road maintenance work.**
- (b) The normal regular full-time work-day shall consist of eight (8) consecutive hours with a one-half (½) hour unpaid meal break.**
- (c) The normal regular full-time work week shall consist of five consecutive work-days, Monday to Friday inclusive.**
- (d) Hours worked in excess of eight (8) hours shall be paid at the appropriate overtime rate.**

**Where this committee makes recommendations to amend the Collective Agreement respecting the foregoing, such recommendations may be implemented upon ratification by the GVLRA and the Union.**

**MEMORANDUM OF SETTLEMENT**

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS MEMORANDUM OF SETTLEMENT TO BE EXECUTED THIS 7<sup>TH</sup> DAY OF SEPTEMBER IN THE YEAR **2018**, IN THE CITY OF VICTORIA, BRITISH COLUMBIA**

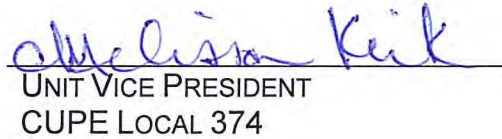
SIGNED ON BEHALF OF THE EMPLOYER

  
EXECUTIVE DIRECTOR  
GREATER VICTORIA LABOUR  
RELATIONS ASSOCIATION

SIGNED ON BEHALF OF THE UNION

  
PRESIDENT  
CUPE LOCAL 374

  
CHIEF ADMINISTRATIVE OFFICER  
THE DISTRICT OF METCHOSIN

  
UNIT VICE PRESIDENT  
CUPE LOCAL 374

## MEMORANDUM OF SETTLEMENT

THE PARTIES HERETO AGREE TO PRESENT THE FOLLOWING CHANGES SPECIFIC TO THE DISTRICT OF NORTH SAANICH AND CUPE LOCAL 374 COLLECTIVE AGREEMENT WITH RECOMMENDATION FOR RATIFICATION OF THE FOLLOWING TERMS AND CONDITIONS.

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### ARTICLE 3 UNION RECOGNITION

#### 3.02 Bargaining Unit

The terms and conditions of this Agreement shall apply to all employees coming within the bargaining unit for which the Union has been certified, with the exception of those employees excluded by the definition of "Employee" in Article 1 of the Labour Relations Code of British Columbia, as noted in the Bargaining Certificate, and any other position that may be excluded by mutual agreement of the Parties, or as excluded by the Labour Relations Board. This Agreement shall not apply to persons holding the following positions:

- (a) Chief Administrative Officer
- (b) Director of Corporate Services
- (c) Director of Financial Services
- (d) Directors of Infrastructure Services
- (e) Director of **Planning** Development and Community Services
- (f) Director of Emergency Services
- (g) Works Superintendent
- (h) Manager of Financial Services
- (i) IT/GIS Manager
- (j) ~~Training Officer/Assistant~~ **Deputy** Fire Chief
- (k) Executive Secretary/HR Assistant

### ARTICLE 23 NEW AND REVISED CLASSIFICATIONS

#### 23.02 Pay Reviews

- (v) Within twenty (20) working days from the date of the initial notification by the Committee, the incumbent(s)/Union of **or** the Supervisor/Employer may submit a one-time appeal to the Committee on specific grounds.

## MEMORANDUM OF SETTLEMENT

### ARTICLE 37.01 INDEMNIFICATION

Regular and auxiliary employees shall be indemnified against claims for damages in accordance with the Employer's Indemnification by-law No. 4084 dated October 3, 2005 **1286 as amended from time to time** including any amendments which shall be attached to and form part of this Agreement.

### ARTICLE 39 LETTERS OF UNDERSTANDING

The Parties agree to renew the following Letters of Understanding:

1. Government Employment Programs
2. Job Sharing
3. Change in Hours of Work – Outside
4. Employee Family Assistance Plan
5. Modified Work Week Schedules
6. Fire Inspector/Fire Fighter Hours of Work
7. Technology Standby Pay

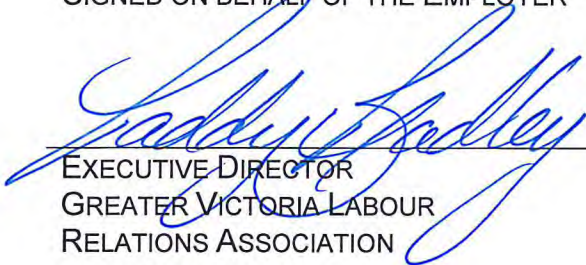
#### **Position Name Changes to be updated in Schedule A in the CA — As per letter dated January 26, 2017**

- Engineering Assistant to Engineering Technologist
- Senior Engineering Technician to Senior Engineering Technologist
- Engineering Assistant/Arborist to Engineering Technologist/Arborist
- Draftsperson to Engineering Assistant

# MEMORANDUM OF SETTLEMENT

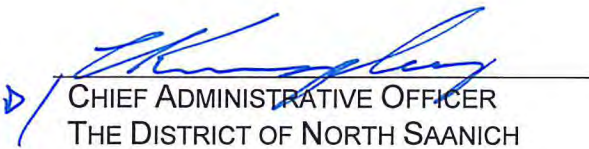
IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS MEMORANDUM OF SETTLEMENT TO BE EXECUTED THIS 7<sup>TH</sup> DAY OF SEPTEMBER IN THE YEAR 2018, IN THE CITY OF VICTORIA, BRITISH COLUMBIA

SIGNED ON BEHALF OF THE EMPLOYER

  
EXECUTIVE DIRECTOR  
GREATER VICTORIA LABOUR  
RELATIONS ASSOCIATION

SIGNED ON BEHALF OF THE UNION

  
PRESIDENT  
CUPE LOCAL 374

  
CHIEF ADMINISTRATIVE OFFICER  
THE DISTRICT OF NORTH SAANICH

  
UNIT VICE PRESIDENT  
CUPE LOCAL 374

## MEMORANDUM OF SETTLEMENT

THE PARTIES HERETO AGREE TO PRESENT THE FOLLOWING CHANGES SPECIFIC TO THE DISTRICT OF OAK BAY AND CUPE LOCAL 374 COLLECTIVE AGREEMENT WITH A RECOMMENDATION FOR RATIFICATION OF THE TERMS AND CONDITIONS TO RENEW THE COLLECTIVE AGREEMENT.

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### ARTICLE 17.05: STANDBY

(a) through (d) current contract language.

(e) (i) ~~Effective the date of ratification t~~ The order for scheduling standby shall be as set out below:

1. Peter Neilson
2. John CurryCurrie
3. Pat Smith
4. Gary Flynn
5. Dale Hauser
6. Terry Johnson
- 7.6. George Niessen
- 8.7. Boyd McIver
8. John D'Antonia

(ii) to (iii) current contract language.

### ARTICLE 25: JURY AND COURT WITNESS DUTY

25.01 Regular employees or auxiliary employees working full time shifts in excess of three continuous months, subpoenaed to serve as a member of a jury, shall receive their regular pay for absence on regularly scheduled days of work, provided that the employee pays to the Employer all remuneration received for performing jury duty on those days and provided further, that the employee reports to work before or after fulfilling such duty on those days, when it is ~~practical~~**practicable** to do so.

## MEMORANDUM OF SETTLEMENT

### ARTICLE 39: LETTER OF UNDERSTANDING

*The Parties agree to renew and add the following Letters of Understanding:*

- No. 1 - Government Employment Programs
- No. 3 - Job Sharing
- No. 4 - Market Place Adjustment
- No. 6 – Grandparented Recreation Employees **(as amended)**
- No. 7- Tandem Axle with Air Premium
- No. 8 – Interpretation of Article 1.05(c) re Auxiliary Employees Providing Recreation Services to the Public
- No. 9 – Payment of Professional Dues, Design Engineer
- No. 10 – Employee and Family Assistance Plan
- No. 11 – National Life Saving (NLS) and Water Safety Instruction (WSI) Certifications
- NEW – Co-op Student Placements**

*The Parties agree to delete the following Letter of Understanding:*

- No. 2 - Out of Line Differentials



# MEMORANDUM OF SETTLEMENT

## SCHEDULE A - INSIDE

The Parties agree to update Schedule A by reflecting the following changes:

### **Pay**

#### **Grade    Position**

PG 5	Archivist
PG 6	**Facility Maintenance Person II, Monterey (PG increased due to reclassification - from PG 5)
PG 6	**Facility Maintenance Person, Henderson (PG increased due to reclassification - from PG 5)
PG 9	Payroll and Benefits Coordinator
PG 10	Plans Examiner
PG 10	Financial Analyst
PG 10	**Maintenance Lead Hand (OBRC – Day Shift)
PG 12	Planning Technician
PG 12	Assistant Accountant (PG increased due to reclassification from PG 11)
PG 13	**Facilities Operations Coordinator
PG 13	Building/Bylaw Official 1
PG 13	Information Technology Technician

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#### Notes:

\* denotes indicated biweekly salary based on 37.5 hour week

\*\* denotes indicated biweekly salary based on 40 hour week

All others based on 35-hour week.

## MEMORANDUM OF SETTLEMENT

### SCHEDULE C

#### REGULAR PART TIME AND AUXILIARY RECREATION STAFF HIRED AFTER DECEMBER 31, 1984 AND NOT COVERED BY LOU NO. 3 6

The Parties agree to update Schedule C by eliminating the following position:

**Position**

Printer

### SCHEDULE C

#### REGULAR PART TIME AND AUXILIARY RECREATION STAFF ~~GRANDFATHERED~~ GRANDPARENTED UNDER LOU NO. 3 6

The Parties agree to update Schedule C by eliminating the following positions:

**Position**

~~Clean-up Person~~

~~Accounts Clerk~~

~~Cook~~

~~Lifeguard "A"~~

## MEMORANDUM OF SETTLEMENT

### LETTER OF UNDERSTANDING NO. 6

#### Grandfathered Grandparented Recreation Employees

As soon as practicable after December 31, 1984, the pParties shall, through mutual agreement, develop a list of "Grandfathered **Grandparented** Recreation Employees" which list shall contain the names of only those individuals who are eligible for the "grandfathering" "**grandparenting**" provisions negotiated by the pParties for recreational employees. In order to be included on this list, such individuals must either have been actively employed on December 31, 1984, or have worked for the recreational department within the twelve (12) consecutive month period immediately preceding December 31, 1984.

Only those individuals on this list are eligible for the negotiated "grandfathering" "**grandparenting**" provisions. They shall receive the grandfathered **grandparented** rates of pay established in Appendix "A" of the Agreement, provided always in order to receive such rates, any such individual either continues to be actively employed; or is re-employed after December 31, 1984 within a twelve (12) consecutive month period after being previously employed, when during such previous employment the individual received the "grandfathered" "**grandparented**" rate of pay. If any such individual is rehired, but not within a twelve (12) month period of being previously employed (as above), he shall not be eligible for any "grandfathering" "**grandparenting**" provisions.

Individuals on the ~~grandfather~~ **grandparent** list who are actively employed after December 31, 1984 shall not, so long as they remain actively employed and eligible for the "grandfathering" "**grandparenting**" provisions, have their hours of work reduced except as the result of the normal fluctuations in the availability of work, if by such reduction the Employer is seeking to avoid the original intent of the "grandfathering" "**grandparenting**" provisions negotiated by the pParties.

Individuals on the ~~grandfather~~ **grandparent** list who are unemployed shall be given first preference in hiring for temporary or auxiliary recreational work, before new employees are offered employment, provided always that such individual remains eligible for the "grandfathering" "**grandparenting**" provisions and has the qualifications, experience, skill and ability to perform the work in question.

## MEMORANDUM OF SETTLEMENT

### LETTER OF UNDERSTANDING - NEW

#### Co-op Student Employment

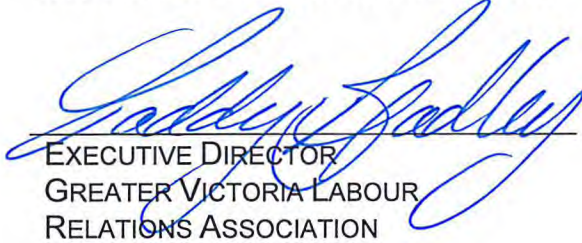
The Parties recognize the benefits of hiring Co-op Students to allow for the students to get some practical work experience, the District of Oak Bay to gain the benefit of added value in the workplace and the Union to be provided with an opportunity to familiarize people entering the workplace with the Union. To that end the Parties agree to implement a Co-op Student program under the following terms:

1. Students hired under the Co-operative Educational Training Program (co-op students) are registered in a recognized University or College education program.
2. Co-op students are employees hired for a limited duration on a supernumerary basis to provide a work experience that is acceptable to their institution and relevant to their program of study. The Collective Agreement posting, filling vacancies and selection process provisions shall not apply to these temporary employment opportunities.
3. Co-op students' wages will be at pay grade 1, plus fourteen percent (14%) in lieu of benefits. Pay rates may be adjusted with agreement of the Union.
4. The length of appointment will be four (4) to eight (8) months and correspond to the requirements of the co-op student's educational program.
5. The co-op students and/or student placements hours of work will be the same as CUPE members working in the section or work unit.
6. Students hired under this agreement will accumulate seniority.
7. Students hired under this agreement will become members of CUPE Local 374 while employed by the District.
8. Either Party may cancel Letter of Understanding by providing at least 30 days written notice. Should a notice of cancelation be provided all co-op placements in effect at the time shall continue until the under the terms agreed in the original placement.

**MEMORANDUM OF SETTLEMENT**

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS MEMORANDUM OF SETTLEMENT TO BE EXECUTED THIS 7<sup>TH</sup> DAY OF SEPTEMBER IN THE YEAR 2018, IN THE CITY OF VICTORIA, BRITISH COLUMBIA**

SIGNED ON BEHALF OF THE EMPLOYER

  
EXECUTIVE DIRECTOR  
GREATER VICTORIA LABOUR  
RELATIONS ASSOCIATION

SIGNED ON BEHALF OF THE UNION

  
PRESIDENT  
CUPE LOCAL 374

  
CHIEF ADMINISTRATIVE OFFICER  
THE DISTRICT OF OAK BAY

  
UNIT VICE PRESIDENT  
CUPE LOCAL 374

## MEMORANDUM OF SETTLEMENT

THE PARTIES HERETO AGREE TO PRESENT THE FOLLOWING CHANGES SPECIFIC TO THE TOWN OF SIDNEY AND CUPE LOCAL 374 COLLECTIVE AGREEMENT WITH A RECOMMENDATION FOR RATIFICATION OF THE FOLLOWING TERMS AND CONDITIONS.

---

### ARTICLE 17.05 STANDBY

A regular employee designated by the Employer (using a roster system or otherwise) to be on standby at a time or times other than his regular working hours shall be paid the following premiums:

- (a) Thirteen (13) hours pay at the Chargehand rate of pay for each week on which the employee was on standby, and
- (b) Four (4) hours pay at the Chargehand rate of pay for each statutory holiday on which the employee was on standby.
- (c) **Outside of their regular work schedule, employees that are designated on standby will be required to carry and respond to communication devices.**

For the purposes of (a) above, the regular employee on standby shall be on call from 4:30 p.m. Thursday through the week until 8:00 a.m. the following Thursday.

### ARTICLE 21.08 PERSONAL, EMERGENCY AND FAMILY LEAVE

*The Parties agree to add this article to the index.*

### ARTICLE 28.01 GENERAL LEAVE

Subject to maintaining efficiency of normal operations, the ~~Town Administrator~~ **Chief Administrative Officer** may grant leave of absence without pay to regular employees for personal or other legitimate reasons, commensurate with the merits of each individual request.

### ARTICLE 39 LETTERS OF UNDERSTANDING

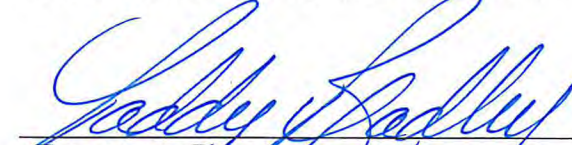
39.01 For the term of this Agreement, the following Letters of Understanding shall be attached to and form part of this Agreement:

- 1. Government Employment Programs
- 2. Job Sharing
- 3. Modified Work Week (Flex Time)
- 4. Employee Family Assistance Plan


**MEMORANDUM OF SETTLEMENT**

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS MEMORANDUM OF SETTLEMENT TO BE EXECUTED THIS 7<sup>TH</sup> DAY OF SEPTEMBER IN THE YEAR 2018, IN THE CITY OF VICTORIA, BRITISH COLUMBIA**

SIGNED ON BEHALF OF THE EMPLOYER

  
EXECUTIVE DIRECTOR  
GREATER VICTORIA LABOUR  
RELATIONS ASSOCIATION

SIGNED ON BEHALF OF THE UNION

  
PRESIDENT  
CUPE LOCAL 374

  
CHIEF ADMINISTRATIVE OFFICER  
THE TOWN OF SIDNEY

  
UNIT VICE PRESIDENT  
CUPE LOCAL 374