

A G R E E M E N T

BETWEEN

THE CORPORATION OF THE DISTRICT OF SAANICH



AND



**THE POLICE BOARD
OF
THE CORPORATION OF THE DISTRICT OF SAANICH**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 2011**

JANUARY 1, 2020 - DECEMBER 31, 2021

TABLE OF CONTENTS

ARTICLE 1: DEFINITIONS	2
1:01 Party 2	
1:02 Employee	2
1:03 Permanent Full-time Employee	2
1:04 Permanent Part-time Employee.....	2
1:05 Term Certain Employee.....	2
1:06 Casual Employee	2
1:07 Probationary Employee	2
1:08 Permanent Part-time Employee Benefits.....	2
1:09 Casual Employee Terms and Conditions of Employment:.....	3
1:10 Without Limiting Generality, Inside Staff	4
1:11 Without Limiting Generality, Outside Staff	4
1:12 Call Out	4
1:13 Standby	4
1:14 Continuous Operations.....	4
1:15 Plural or Feminine Terms	4
1:16 Bargaining Unit Work.....	4
ARTICLE 2: MANAGEMENT RIGHTS	5
ARTICLE 3: UNION RECOGNITION	5
3:01 Bargaining Agent	5
3:02 Bargaining Unit.....	5
ARTICLE 4: UNION SECURITY AND CHECK-OFF	5
4:01 Union Membership	5
4:02 Union Dues.....	5
4:03 Dues Receipts	6
4:04 Record of Employment on Termination	6
ARTICLE 5: NO STRIKES OR LOCKOUTS	6
ARTICLE 6: NO OTHER AGREEMENT/REPRESENTATION	6
ARTICLE 7: NO DISCRIMINATION	6
ARTICLE 8: NEW EMPLOYEES	6
8:01 Copies of Agreement.....	6
8:02 Producing the Agreement.....	7
8:03 Notification to Union	7
8:04 Union Orientation.....	7
ARTICLE 9: CORRESPONDENCE	7
ARTICLE 10: MUNICIPAL COUNCIL MINUTES	7

ARTICLE 11: GRIEVANCE PROCEDURE	8
11:01 Definition	8
11:02 Procedure.....	8
11:03 Extension of Time Limits	9
11:04 Policy Grievance.....	9
11:05 Deviation from the Grievance Procedure.....	9
ARTICLE 12: ARBITRATION	9
12:01 Appointment of an Arbitration Board.....	9
12:02 Powers of Arbitration Board.....	9
12:03 Cost of Arbitration.....	10
12:04 Expedited Arbitration	10
ARTICLE 13: SENIORITY	11
13:01 Definition	11
13:02 Probationary Period.....	11
13:03 Casual Employee Seniority	12
13:04 Seniority Lists	12
13:05 Loss of Seniority	12
13:06 Transfer Out of Bargaining Unit.....	12
ARTICLE 14: POSTING AND FILLING VACANCIES.....	13
14:01 Posted Vacancies.....	13
14:02 Factors Considered in Filling Posted Vacancies	14
14:03 Applications by Employees.....	15
14:04 Appraisal Period	15
14:05 Annual Written Appraisals	16
14:06 Return to Former Position	16
14:07 On-the-Job Training.....	16
ARTICLE 15: LAY OFF, RECALL AND BUMPING	17
15:01 Definition	17
15:02 Lay Off.....	17
15:03 Lay Off Order.....	17
15:04 Bumping Rights	17
15:05 Notice of Lay Off.....	18
15:06 Appraisal Period	18
15:07 Severance Pay	18
15:08 Recall List.....	19
15:09 Recall Rights	19
15:10 Recall Procedures	19
15:11 Status While on Recall List.....	20
15:12 Lay Offs Beyond the Control of the Employer	20
ARTICLE 16: HOURS OF WORK	20
16:01 Work Week.....	20
16:02 Work Day.....	21
16:03 Variation of Work Week and Working Times	21

16:04 Irregular Schedules	21
16:05 Rest Periods and Meal Breaks	22
16:06 Reporting Pay.....	22
16:07 Continuous Operations.....	23
16:08 Scheduling of Shifts in Continuous Operations	23
16:09 Temporary Shut Downs - Recreation Centres.....	24
16:10 Hours Free From Work.....	24
ARTICLE 17: OVERTIME.....	24
17:01 Definition	24
17:02 Overtime Rates.....	24
17:03 Work on a Day of Rest	25
17:04 Time Off in Lieu of Overtime.....	25
17:05 Standby	25
17:06 Call Out	26
ARTICLE 18: WAGES AND ALLOWANCES.....	27
18:01 Schedules A and B.....	27
18:02 Service Pay	27
18:03 Pay While Relieving in Higher Rated Positions	27
18:04 Premium Pay.....	27
18:05 First Aid Allowance	28
18:06 Shift Differential	29
18:07 Portal to Portal.....	29
18:08 Allowance for Tools.....	29
18:09 Professional Associations and Permits.....	29
ARTICLE 19: VACATION.....	30
19:01 Entitlement	30
19:02 Work on a Vacation Day.....	31
19:03 Sick Leave or Bereavement Leave during Vacation	31
ARTICLE 20: STATUTORY HOLIDAYS	31
20:01 Entitlement	31
20:02 Statutory Holiday Falling During Annual Vacation	31
20:03 Statutory Holiday Falling on a Rest Day	32
20:04 Work on a Statutory Holiday.....	32
20:05 Continuous Operation Employees.....	32
20:06 Casual Employee Entitlement	32
ARTICLE 21: SICK LEAVE	32
21:01 Definition	32
21:02 Entitlement	33
21:03 Proof of Illness.....	34
21:04 Sick Leave Accrual.....	34
21:05 Sick Leave Payout.....	34
21:06 Special Disability Fund	34

ARTICLE 22: EFFECT OF ABSENCE ON SICK LEAVE, VACATIONS AND STATUTORY HOLIDAYS.....	35
ARTICLE 23: JOB EVALUATION.....	35
23:01 Purpose.....	35
23:02 Joint Maintenance Committee.....	35
23:03 Changed Duties and Responsibilities.....	36
23:04 New Jobs.....	37
23:05 Settlement of Disagreements.....	38
23:06 Schedule B Positions.....	39
23:07 Positions to be Posted.....	39
ARTICLE 24: NEW OR REVISED CLASSIFICATIONS.....	39
24:01 Job Descriptions.....	39
ARTICLE 25: BEREAVEMENT LEAVE.....	40
ARTICLE 26: JURY AND COURT WITNESS DUTY.....	40
ARTICLE 27: LEAVE OF ABSENCE, UNION OFFICIALS.....	40
27:01 List of Union Officials.....	40
27:02 Leave for Union Business.....	40
27:03 Full-time Union Business.....	41
ARTICLE 28: MATERNITY AND ADOPTION LEAVE.....	42
28:01 Maternity or Adoption Leave.....	42
28:02 Parental Leave.....	42
28:03 Supplemented Employment Insurance Benefits.....	43
ARTICLE 29: LEAVE OF ABSENCE.....	44
29:01 General Leave.....	44
29:02 Sports Competitions.....	44
29:03 Education Leave.....	44
29:04 Benefits While on Approved Leave of Absence.....	44
29:05 Leave with Pay for Qualification Exams.....	44
29:06 Leave for Taking Training Courses.....	44
ARTICLE 30: BENEFIT PLANS.....	45
30:01 Medical Services Plan.....	45
30:02 Extended Health Benefits.....	45
30:03 Dental Plan.....	46
30:04 Group Life Insurance.....	46
30:05 Municipal Pension Plan.....	46
30:06 Death Benefit.....	47
30:07 Severance Pay.....	47
30:08 Retirement Counselling.....	47
30:09 Long Term Disability Plan.....	48

30:10 Benefits While on Long Term Disability	48
30:11 Workers' Compensation Supplement	49
30:12 Early Retirement.....	49
30:13 Disposition of Employment Insurance Rebate	49
30:14 Employee Assistance Program.....	50
30:15 Same Sex Relationships	50
30:16 Portability of Previous Employer's Benefit Plans	50
30:17 Survivor Benefit	50
ARTICLE 31: TECHNOLOGICAL CHANGE.....	51
ARTICLE 32: OCCUPATIONAL HEALTH AND SAFETY	51
32:01 Mutual Cooperation	51
32:02 Hazardous Materials (W.H.M.I.S.)	51
32:03 Occupational Health and Safety Committees	51
32:04 Toilet Facilities.....	52
32:05 Clothing	52
32:06 Alcohol and Drug Rehabilitation	52
32:07 Dry Cleaning.....	52
32:08 Safety Footwear Allowance	52
32:09 Immunization	53
ARTICLE 33: SEXUAL AND PERSONAL HARASSMENT	53
ARTICLE 34: CONTRACTING OUT.....	53
ARTICLE 35: EMPLOYEE RECORDS.....	54
ARTICLE 36: DISCIPLINE	54
36:01 Discipline	54
36:02 Union Notification	54
ARTICLE 37: REHABILITATION AND RETRAINING PROGRAM.....	54
ARTICLE 38: MULTI-EMPLOYER AGREEMENT.....	55
ARTICLE 39: VOLUNTEERS	55
ARTICLE 40: BULLETIN BOARDS	56
ARTICLE 41: TERM OF AGREEMENT.....	56
41:01 Term	56
41:02 Continuation Clause	56
41:03 Section 50, Labour Relations Code	56
41:04 Retroactivity.....	56
ARTICLE 42: LETTERS OF UNDERSTANDING	57

AUTHORIZED SIGNATURES	58
LETTERS OF UNDERSTANDING.....	59
1. Student Employment Programs.....	59
2. Job Sharing	60
3. Casual Employee Parks and Public Works Call Lists	62
4. Recreation Employee Call List.....	64
5. Hours of Work - Grandfathered Employees.....	66
6. Self-Directed Hours of Work.....	67
7. Refuse Collectors Work Schedule - Same Day Refuse Collection	70
8. Statutory Holidays in Continuous Operations - Facility Operations Employees..	72
9. Article 30:11 Workers' Compensation Supplement, and.....	73
10. Article 28:04 Cost of Supplemented Employment Insurance Benefits.....	73
11. Review of the Implementation of the Memorandum of Settlement	76
12. Dated November 28th, 2019.....	76
13. Seniority	78
APPENDIX A - Saanich Police Records Support Clerks Schedule	80
APPENDIX B - Saanich Police Court Administration Services Schedule.....	83
C.U.P.E. WAGE SCHEDULE A.....	86
C.U.P.E. WAGE SCHEDULE B.....	92

THIS AGREEMENT entered into this 17th day of November, 2020.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter called the "Employer")

OF THE FIRST PART

AND:

THE POLICE BOARD OF THE CORPORATION OF THE DISTRICT OF
SAANICH
(hereinafter called the "Employer")

OF THE SECOND PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2011
(hereinafter called the "Union")

OF THE THIRD PART

WHEREAS the Corporation is an "Employer" within the meaning of the Labour Relations Code;

AND WHEREAS the Police Board of the Corporation of the District of Saanich is an "Employer" within the meaning of said Code;

AND WHEREAS the Canadian Union of Public Employees, Local 2011 is a "Trade Union" within the meaning of said Code;

AND WHEREAS it is the desire of all 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 as hereinafter expressed;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto agree each with the other as follows:

ARTICLE 1: DEFINITIONS

- 1:01 Party: means any of the parties signatory to this Agreement.
- 1:02 Employee: means any person defined as such by the Labour Relations Code who is employed in one of the categories listed below (Sections 1:03 through 1:07 inclusive), save and except those persons excluded from the bargaining unit by mutual agreement of the parties.
- 1:03 Permanent Full-time Employee: is an employee who works regularly scheduled full-time hours and has completed the requirements of the probationary period.
- 1:04 Permanent Part-time Employee: is an employee who works a minimum of 728 hours but less than full-time hours in a calendar year and has completed the requirements of the probationary period. Note: 728 hours equals an average of 14 hours per week.
- 1:05 Term Certain Employee: is an employee with permanent status and benefits for a defined period that is a minimum of one year. At the end of the term, internal staff posting into a term certain position will return to their former status or position. External staff hired into a term certain position will no longer be employees. In the event that the effective date of the term certain position is terminated early, two (2) weeks written notice will be provided to the incumbent in the position.
- 1:06 Casual Employee: is an employee of the bargaining unit not employed as a permanent employee. Casual employees will be called as required; in a work assignment projected to be eight (8) weeks or less, or scheduled for a single scheduling period in Recreation. Assignments in different positions may be consecutive.
- 1:07 Probationary Employee: is an employee who has not successfully completed the requirements of the probationary period pursuant to Article 13:02.
- 1:08 Permanent Part-time Employee Benefits
- (a) Permanent part-time employees shall be covered by all provisions of the Collective Agreement that apply to a permanent full-time employee except that the level of vacation and sick leave benefits shall be pro-rated on the basis of hours actually worked. Credit for these benefits shall be calculated once they start permanent employment, or once yearly on January 1st of each year.
 - (b) Statutory holiday entitlement for permanent part-time employees shall be determined on the basis of the following formula:

Total number of hours paid to employee in 30 calendar days prior to statutory holiday (including paid leave but not overtime)

Divided by 20

- (c) Notwithstanding the foregoing, permanent part-time employees working full weekly hours shall not have their statutory holiday entitlement on a pro rata basis. A permanent part-time employee who is actively at work on a full-time weekly basis shall receive the same statutory holiday entitlement as a permanent full-time employee, but while on lay off, shall not receive any statutory holiday entitlement.
- (d) If the employee has returned from maternity, parental or adoption leave in the 30 day period immediately prior to the statutory holiday, entitlement shall be determined on the basis of the following formula:

Total number of hours paid to employee in 30 (or less)
calendar days prior to statutory holiday (including paid
leave but not overtime)

Divided by the full-time hours available in the 30 (or less)
calendar days since the return to work commenced.

1:09 Casual Employee Terms and Conditions of Employment:

- (a) At the time of hire, a casual employee shall receive notice in writing from the Employer of the nature of her/his employment, expected duration of employment, classification and rate of pay.
- (b) A casual employee shall be covered by all provisions of the Collective Agreement except as amended below:
 - (i) A casual employee shall be paid thirteen percent (13%) of gross earnings added to each pay cheque in lieu of Vacation (Article 19), Statutory Holidays (Article 20), Sick Leave (Article 21) and Benefit Plans (Article 30).
 - (ii) A casual employee shall have her/his casual hours accumulated for the purpose of determining seniority, pursuant to Article 13:03.
 - (iii) A casual employee who has not performed work for the Employer for a period of twelve (12) consecutive months shall lose all accumulated casual seniority.
- (c) A casual employee shall serve a probationary period equal in length of time to the hourly equivalent to that of a permanent full-time employee.
- (d) A casual employee with the hourly equivalent of six (6) or more month's service, immediately prior to being appointed as a permanent employee, shall receive all benefits of the Collective Agreement, including Article 18:04, upon commencement of the appraisal period.

For example: A casual employee working a standard forty (40) hour work week would serve a probationary period of one thousand and forty hours (1,040), an casual employee working a standard thirty-seven and one-half

(37½) hour work week would serve a probationary period of nine hundred and seventy-five (975) hours, and a casual employee working a standard thirty-five (35) hour work week would serve a probationary period of nine hundred and ten (910) hours.

Past service in casual hours of work shall be accrued and recorded for purposes of determining the probationary period.

- 1:10 Without Limiting Generality, Inside Staff: refers to those positions identified as such in wage schedules.
- 1:11 Without Limiting Generality, Outside Staff: refers to those positions identified as such in wage schedules.
- 1:12 Call Out: refers to an unscheduled return to work by an employee after completion of her/his normal work day (work shift).
- 1:13 Standby: refers to a scheduled period of time, outside of an employee's normal work day or work week, when the permanent full-time or permanent part-time employee remains available to report for duty on a call out basis.
- 1:14 Continuous Operations: refers to those facilities, services or functions which operate on a continuous basis, or at times outside the normal work day (work shift).
- 1:15 Plural or Feminine Terms: shall apply wherever the singular or masculine is used in this Agreement, or vice versa, as the context requires.
- 1:16 Bargaining Unit Work: includes all duties currently defined in job descriptions which under normal circumstances are the responsibility of the Municipality and which any department or section currently carries out.

ARTICLE 2: MANAGEMENT RIGHTS

2:01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities in the Municipal service.

ARTICLE 3: UNION RECOGNITION

3:01 Bargaining Agent

The Employer recognizes the Canadian Union of Public Employees, Local 2011, as the exclusive bargaining agent for those bargaining unit employees covered by this Agreement.

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 Section 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 the following:

- (a) Employees covered by the International Association of Fire Fighters' Agreement;
- (b) Employees covered by the Saanich Police Association Agreement.

ARTICLE 4: UNION SECURITY AND CHECK-OFF

4:01 Union Membership

- (a) All employees shall, as a condition of employment, become members of the Union and shall maintain their membership in good standing.
- (b) In the event that any employee fails to comply with Subsection (a), the Employer shall terminate her/his employment.

4:02 Union Dues

- (a) Commencing on the first pay period following their date of employment, the Employer shall deduct from every employee all dues, initiation fees and/or assessments levied in accordance with the Union Constitution and By-laws, as authorized in writing by the employee.
- (b) Deductions shall be made from each payroll and shall be forwarded to the Treasurer of the Union when practicable, not later than the 15th day of the following month, accompanied by a list of the names and gross pay of all

employees from whose wages deductions have been made under this Article.

4:03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall provide a record of, 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.

4:04 Record of Employment on Termination

In the event the employment of any employee terminates for any reason, the Employer shall complete the Record of Employment, as issued by Human Resources Development Canada, stating the reasons for the separation of employment.

ARTICLE 5: NO STRIKES OR LOCKOUTS

5:01 The Employer shall not request, require or direct employees within the bargaining unit to perform work resulting from legal strikes that would normally have been carried out by those on strike, providing the Employer is allowed to cross picket lines to carry out emergency work.

5:02 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.

ARTICLE 6: NO OTHER AGREEMENT/REPRESENTATION

6:01 No employee shall be required or permitted to make any written or verbal agreement with the Employer, or its representatives, which conflicts with the terms of this Agreement.

ARTICLE 7: NO DISCRIMINATION

7:01 The Employer agrees that there shall be no discrimination, interference, restriction, or coercion practiced with respect to any employee in the matter of hiring, scheduling, wage rates, training, upgrading, promotions, transfers, lay off, discipline, discharge or otherwise by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to employment, nor by reason of her/his membership or participation in the Union.

ARTICLE 8: NEW EMPLOYEES

8:01 Copies of Agreement

The Employer agrees to acquaint new employees with the fact that an

Agreement between the parties is in effect, and with the conditions of employment set out in Article 4, dealing with Union Security, and Deduction of Union Dues.

8:02 Producing the Agreement

The parties desire that employees become familiar with the provisions of this Agreement and agree to share equally in the cost of producing, in booklet form, sufficient copies to be made available to current employees upon request, as soon after final execution of this Agreement as possible. New permanent employees shall be presented with a copy of this Agreement by the Employer, on commencement of their employment. In this regard, the parties agree to cooperate in developing the format and production details for such booklets.

8:03 Notification to Union

The Employer shall notify the Union of the name, address, position and location of each new employee, within fifteen (15) days of her/his date of employment.

8:04 Union Orientation

On commencing employment, the employee's immediate supervisor shall introduce the new employee to her/his shop steward or Union representative.

ARTICLE 9: CORRESPONDENCE

9:01 All correspondence between the parties arising out of this Agreement, or incidental hereto, shall pass to and from the Municipal Administrator, or her/his delegate, and a designate of C.U.P.E. Local 2011 (Saanich), with a copy to the President of the Local.

9:02 The Union shall be notified in writing of all hirings, promotions, demotions and appointments pursuant to postings under Article 14:01, terminations, retirements, deaths, layoffs, recalls and job evaluations at the same time such written documents are issued to affected employees by forwarding a copy to the Union.

9:03 The Union shall be notified in writing of any employee who initiates an application for long term disability benefits.

9:04 The Union shall be notified in writing of any employee who has a claim with the Workers' Compensation Board that has been rejected.

ARTICLE 10: MUNICIPAL COUNCIL MINUTES

10:01 A copy of the adopted minutes of regular Municipal Council and committee meetings, as appropriate, shall be provided to the Union upon its request.

ARTICLE 11: GRIEVANCE PROCEDURE

11:01 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, alleged violation of the Agreement or any other dispute, including any question as to whether a matter is arbitrable. All grievances shall be dealt with progressively in the following manner without stoppage of work, or refusal to perform work, except where otherwise specifically permitted by the Statutes of British Columbia.

11:02 Procedure

- (a) Step 1: Within twenty (20) working days from the date of the incident prompting the grievance, the employee and Union representative shall discuss the matter with the applicable supervisor who has been designated for such purpose by the Employer. The employee and Union shall identify the matter as being Step 1 of the grievance procedure. A shop steward or another representative from the Union shall be present. The Employer's response to the grievance at Step 1 shall be in writing within seven (7) working days of this meeting.
- (b) Step 2: If no settlement is reached within seven (7) working days from the date the grievance was first presented at Step 1, the Grievance Committee on behalf of the employee shall submit the grievance in writing to the applicable department head or designate, with a copy to the Manager of Human Resources, who shall meet with the employee and Grievance Committee member, or another representative of the Union, within seven (7) working days of her/his receipt of the grievance at this Step in an attempt to reach satisfactory settlement. The Employer's response to the grievance at Step 2 shall be in writing within seven (7) working days of this meeting.
- (c) Step 3: If no settlement is reached at Step 2, a meeting shall be held between the senior representatives of the Union and the Employer within seven (7) working days of the Employer's response at Step 2. The Employer's response to the grievance at Step 3 shall be in writing within seven (7) working days of this meeting.

Police Department - senior representative of the Employer means the Chief Constable.

- (d) Step 4: If settlement is not reached through the foregoing procedures, the grievance may be referred to an Arbitration Board. The party referring the grievance to arbitration shall give notice to the other party 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.

11:03 Extension of Time Limits

The parties 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.

11:04 Policy Grievance

Where a dispute involving a question of general application or general interpretation of this Agreement occurs, or where a group of more than three (3) employees, or the Employer, has a grievance, such grievance may be processed commencing at Step 3, provided the grievance is submitted within twenty (20) working days from the date of the incident prompting the grievance.

11:05 Deviation from the Grievance Procedure

- (a) In the event that after having initiated a grievance in writing, an employee endeavours to pursue the matter through any external jurisdiction other than the grievance procedure, then the Union agrees that pursuant to this Article and after ten (10) working days of initiating the written grievance, the grievance shall be considered to have been abandoned.
- (b) A complaint filed pursuant to the Human Rights Code of B. C. is not subject to (a) above.

ARTICLE 12: ARBITRATION

12:01 Appointment of an Arbitration Board

Within ten (10) working days of receiving notice pursuant to Subsection 11:02(d), the second party shall appoint its representative to the Arbitration Board and inform the first party in writing. The two (2) representatives so appointed shall agree to a Chairperson within ten (10) working days. Should they be unable to agree, the Minister of Labour shall be requested to appoint a Chairperson. A single Arbitrator may be appointed by mutual agreement of the parties.

12:02 Powers of Arbitration Board

- (a) The Arbitration Board shall hear the parties and render an award within fifteen (15) days from the time the Chairperson is appointed and shall commence its proceedings within forty-eight (48) hours after the Chairperson is appointed. The time limits fixed by this procedure may be extended by mutual consent of the parties.
- (b) The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it.
- (c) The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board shall be made within ten

(10) days after the hearing, if practical in the Board's opinion, 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.

- (d) Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson, within five (5) days of receipt of the decision, to reconvene the Board to clarify the decision.

12:03 Cost of Arbitration

Each of the parties hereto will bear the expense of the arbitrator appointed by the parties, and the parties will jointly bear the expense of the Chairperson.

12:04 Expedited Arbitration

- (a) The parties may, by mutual agreement, refer to this Expedited Arbitration process any outstanding grievance filed at arbitration.
- (b) 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.
- (c) 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).
- (d) All settlements of expedited arbitration cases, prior to hearing, shall be without prejudice.
- (e) Notwithstanding (a) 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 12.
- (f) Neither party shall use lawyers to represent them.
- (g) 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.
- (h) The parties shall equally share the costs of the fees and expenses of the Arbitrator.
- (i) Neither party shall appeal a decision of an expedited arbitration.

ARTICLE 13: SENIORITY

13:01 Definition

- (a) For the purposes of this Agreement, seniority shall be defined as the length of any employee's employment from the date of first hire, provided there is no break in service of greater than twelve (12) months, in any position, provided that permanent part-time, and casual employees shall accumulate seniority on the basis of hours worked. Hours worked shall include all paid straight time hours, hours while in receipt of Workers' Compensation, LTD qualification period and while in receipt of LTD for the first two years, Union leaves, jury and court witness duty, sick leave, leave for education and training purposes related to work and maternity, parental and adoption leave. It is the responsibility of casual employees to request from the Employer reinstatement of seniority hours that would have been accumulated while on Workers' Compensation benefits or off work as a result of a third party claim.
- (b) Employees shall not attain seniority until they have completed their probationary period, after which their seniority shall include the probationary period.

13:02 Probationary Period

- (a) All newly hired permanent employees shall serve a probationary period:
 - (i) not exceeding six (6) consecutive months for permanent full-time employees, or in the case of permanent part-time employees, a period of time equal in length to the hourly equivalent to that of a full-time employee in Pay Grade A, up to and including Pay Grade J; including all employees on Schedule B;
 - (ii) not exceeding twelve consecutive months, or its hourly equivalent, for employees in all other Pay Grades;

from the date of hire, during which period such employee may be terminated for any work-related reason, provided the employee has been given a bona fide trial period before termination.

Once employees have completed their probationary period, a probation evaluation form shall be completed, and the employee shall receive confirmation in writing, within thirty (30) days of completion of the probationary period, with a copy to the Union.

- (b) In any instance where more than six (6) months is required, the Union shall be notified in writing within fifteen (15) days prior to the date the probationary period would normally end.

NOTE: Benefit entitlement shall commence at completion of six (6) months or the hourly equivalent in all Pay Grades.

- (c) All newly hired casual employees shall serve a probationary period equal in length to the hourly equivalent to that of a full-time employee.
- (d) Sections (a) and (b) notwithstanding, an employee shall only be required to serve one (1) probationary period.
- (e) All newly hired employees shall receive a review of work performed at the end of three (3) months or hourly equivalent.

13:03 Casual Employee Seniority

Casual employees, after completion of their probationary period, shall have their total cumulative hours of service as a casual employee credited for the purposes of seniority. It is understood that this clause applies to seniority only and is in no way applicable to service for purposes of retroactive benefit entitlement, except vacation, salary increments and service pay.

NOTE: After completion of the casual probationary period, their seniority (hours worked) shall be considered no different than seniority of a permanent employee in filling posted vacancies.

13:04 Seniority Lists

The Employer shall maintain current seniority lists for employees showing each employee's seniority standing. Where two (2) or more employees have the same seniority date, their relative seniority standing shall be determined on the basis of their application dates. The Employer shall provide copies to the Union quarterly. Past service in 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 a casual employee, shall be maintained by the Employer for the purposes of Article 14, Posting and Filling of Vacancies.

13:05 Loss of Seniority

- (a) An employee shall lose seniority in the event:
 - (i) the employee is terminated for cause and is not reinstated;
 - (ii) the employee resigns, retires, or severs the employment relationship;
 - (iii) the employee has been laid off from employment for longer than twelve (12) consecutive months, or fails to accept recall under Subsection 15:09 (b), or fails to report on the date and time required when recalled.

13:06 Transfer Out of Bargaining Unit

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, s/he shall retain the right to return for a period of twelve (12) months and upon returning, s/he shall bump into a position consistent with her/his previously accumulated seniority, with the relative qualifications, experience, skill and ability on the basis of Section 15:04, provided such position is not higher than her/his former bargaining unit position. Junior employees displaced as a result shall likewise be eligible to bump.

ARTICLE 14: POSTING AND FILLING VACANCIES

14:01 Posted Vacancies

- (a) Where a permanent or term certain vacancy occurs, or a new permanent or term certain position is established, the Employer shall post a vacancy notice for a minimum period of eight (8) working days. The notice shall show a closing date for accepting applications and shall include information relevant to the position (nature of position, wage rate, whether testing will be conducted). The job description relevant to the posting shall be available on the intranet, with a copy provided to any employee upon request. All vacancies advertised externally shall include a note indicating that the vacancy is a CUPE Local 2011 position. Only applications received before midnight on the closing date shall be accepted. If an appointment has not been made within sixty (60) calendar days from the closing date of the posting the Union shall be advised in writing of the reason for the delay.

The Union will be advised in writing within three (3) months of a permanent or term certain vacancy occurring if the position is not being filled.

- (b) Temporary Vacancies:
- (i) Temporary vacancies shall not be posted under this Article, except temporary vacancies that will exceed eight (8) weeks shall be posted. Postings under this Article may be waived by mutual agreement of the parties.
- (ii) A temporary vacancy shall be defined as any vacancy that is greater than eight (8) weeks and less than one year.
- (iii) Incumbents of such temporary appointments who have permanent status prior to the appointment will retain benefits; incumbents who have casual status prior to the appointment will continue to receive a percentage of wages in lieu of benefits as a casual employee.
- (iv) If the temporary position is extended beyond one year, it will be adjusted without reposting to a Term Certain appointment. All associated benefits will be effective on the adjustment date, in accordance with Articles 13 (Seniority) and 30 (Benefit Plans)

- (v) An employee in a temporary position that ends prior to the posted end date will be provided two weeks' notice. If the employee is not given an opportunity to work the notice period s/he shall be paid for that portion of the notice period during which work was not made available.

14:02 Factors Considered in Filling Posted Vacancies

- (a) The following shall receive consideration when filling posted vacancies: qualifications, experience, skill and ability that are relative to the requirements of the job. When the factors that are relative to the requirements of the job are equal among applicants for the position, the employee from among this group having the greatest seniority shall receive preference. Those applicants chosen to be interviewed must be given three (3) working days' notice in advance of the interview. Interviews shall be held within twenty (20) working days of the closing date of the posting. The successful applicant shall be notified in writing within ten (10) working days of the interview. Notification in writing shall be sent to the unsuccessful applicants within ten (10) working days of the appointment.

Notwithstanding the 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 perform the work in question. This provision shall only apply to those outside classifications in Pay Grade A on Wage Schedule A.

- (b) Unsuccessful interview applicants may request a meeting with the interview panel chairperson to discuss their interview results.
- (c) All determinations of qualifications, experience, skill and ability that are relative to the requirements of the job 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.
- (d) In any arbitration pursuant to Subsection (c), if the Union is first able to demonstrate that the senior employee (griever) presently has the qualifications, experience, skill and ability, that are relative to the requirements of the job in question, the Employer must then establish that such qualifications, experience, skill and ability, that are relative to the requirements of the job, are not equal to those possessed by the successful applicant.
- (e) A permanent 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 s/he is judged by the Employer as having sufficient experience, skill and ability to otherwise satisfactorily perform the work in question, provided always that such employee is currently enrolled in an appropriate course of study or is, in some other

fashion acceptable to the Employer, currently preparing to achieve the necessary certification and provided further that the employee can be expected to achieve such certification within a period of time deemed reasonable by the Employer. In such circumstances, the Employer shall consider the employee as having already achieved the required certification at the time of the promotional competition. The employee shall compete for the vacancy on this basis and, if successful in winning that competition over other applicants on the basis of Subsection (a) above, s/he shall be awarded the position contingent upon successful achievement of such certification within the time limit established by the Employer for that purpose. If the employee fails to achieve such certification within this time period, the employee shall revert to her/his former position.

- (f) Credit shall not be given for experience gained in an acting capacity which was gained immediately prior to a posting for the position in question. Experience gained at other times may be a factor considered in filling a posted vacancy.
- (g) The Union will be advised three (3) working days prior to Bargaining Unit interviews, and is responsible for having an observer present if the Union so wishes. The observer shall be granted time off with pay to attend the interview, which shall be cost-shared between the parties fifty percent (50%) each.

14:03 Applications by Employees

Provided that the qualifications, experience, skill and ability relative to the requirements of the job are equal, employees shall receive preference over external applicants.

14:04 Appraisal Period

- (a) When a currently employed permanent employee is selected to fill a vacancy posted under Section 14:01, s/he shall serve an appraisal period not exceeding six (6) calendar months in the new position. During this period, the employee shall be returned to her/his former classification and pay rate without a loss in seniority, should s/he desire to return, or the Employer feels that s/he has proved to be unsatisfactory or unable to perform the duties of the new position.
- (b) A written appraisal shall be completed at the end of the appraisal period. The appraisal form shall provide space for employee comments on any or all points contained in the appraisal. Employees shall be required to sign the form to indicate receipt only, and space shall be provided to indicate by check mark whether the employee agrees in whole or in part. The employee shall receive a copy at this time.

14:05 Annual Written Appraisals

A written appraisal shall be completed annually. The appraisal form shall comply with the requirements set out in Article 14:04 (b). Only standardized appraisal forms shall be recognized by the parties. If no such appraisal is made, then it shall be deemed that the employee's performance, since the last appraisal, has been satisfactory.

14:06 Return to Former Position

A permanent employee, who has been bumped by a more senior employee, or who has been notified of lay off and bumps a more junior employee pursuant to Section 15:04, and who remains continuously employed in some other permanent position, shall receive preference in returning to her/his original position should it become vacant within twelve (12) calendar months of her/his having left that position, provided always that a more senior previously laid off employee who applies for such position having the required qualifications, experience, skill and ability that are relative to the requirements of the job, shall always receive preference over the original incumbent in filling that position.

14:07 On-the-Job Training

- (a) 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 the municipal organizational structure during normal working hours. The purpose of this training shall be primarily to maximize flexibility when assigned day-to-day work within a department and, secondly, to provide enhanced opportunity for employees to advance within their own departments as vacancies occur therein.
- (b) Employees may submit a written request which will be forwarded to their supervisor. The employer shall respond in writing within thirty (30) days.
- (c) Additional Employer considerations, when selecting employees for training under this clause, shall be as follows in rank order:
 - (i) the present and future operating needs and efficiency of the department and/or work unit involved;
 - (ii) the relationship between an eligible employee's current work and the training to be offered;
 - (iii) the capabilities and past performance of the employees considered for training; and
 - (iv) seniority.
- (d) Training of a more general nature or interdepartmental nature, and/or of interest to one or more employees in a given section, division, or

department, may also be offered by the Employer under this clause. Such training shall always meet the basic criteria set out in Sections (a), (c) and (e).

- (e) Training under this clause shall not be provided solely to enable employees to obtain the qualifications or experience required in order to qualify for higher paid positions.

ARTICLE 15: LAY OFF, RECALL AND BUMPING

15:01 Definition

Consistent with the following Articles, a lay off shall be defined as the loss by a permanent employee of the opportunity to work in the position s/he currently occupies as a result of either (a) the elimination of such position, or (b) the permanent reduction of the working hours in that position.

15:02 Lay Off

In the event of a temporary lay off, the provisions of Articles: 15:03 (Lay Off Order), 15:04 (Bumping Rights) and 15:05 (Notice of Lay Off), shall apply.

15:03 Lay Off Order

Permanent employees shall be laid off on the basis of the position and department designated for the lay off by the Employer, with the senior employee(s) being retained in that position and department, provided always that they have the required qualifications, experience, skill and ability, that are relative to the requirements of the job to perform the work in question. All determinations of qualifications, experience, skill and ability, relative to the requirements of the job, shall be made by the Employer in a fair and equitable fashion.

Casual employees are to be laid off before permanent employees and permanent employees are recalled before casual employees.

15:04 Bumping Rights

- (a) Within ten (10) working days after being notified under Sections 15:03 or 37:01 (e) & (f) that they occupy a position designated for lay off, those permanent employees who are not to be retained in that position and department shall be given opportunity to exercise their seniority, vis-a-vis more junior employees, by indicating their desire to bump into any given position on the basis of Subsections (i) and (ii) below, provided always that the bumping employee has the required qualifications, experience, skill and ability, that are relative to the requirements of the job to perform the work in question. All determinations of qualifications, experience, skill and ability shall be made by the Employer in a fair and equitable fashion. Failure to bump into one of the desired position(s), when given the opportunity under Section 15:04, shall result in the affected employee being laid off and placed on the recall list.

- (i) firstly, the most junior employee occupying a classification in a lateral pay grade; or failing that
 - (ii) the most junior employee occupying a classification in the next, or each subsequent lower, pay grade.
- (b) Upward bumping is not permitted under this Article. Permanent part-time employees may only bump other permanent part-time employees.
- (c) When an employee bumps a more junior employee in accordance with this Article, s/he shall be placed at the new pay grade.

15:05 Notice of Lay Off

- (a) The Employer shall provide written notice to permanent part-time and permanent full-time employees who do not bump a more junior employee in accordance with Section 15:04 and who, as a result, are to be laid off and placed on the recall list, two (2) calendar weeks prior to the effective date of their lay off. 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, s/he shall be paid for that portion of the notice period during which work was not made available.
- (b) Term Certain employees do not have bumping rights.

15:06 Appraisal Period

- (a) A permanent employee who bumps a more junior employee in accordance with Section 15:04, or who is recalled to employment in accordance with Subsection 15:09 (b), except when re-employed in the same position as occupied before the lay off, shall serve an appraisal period not exceeding six (6) months in the new position. During this period, should the employee prove unable to satisfactorily perform the duties of the new position, s/he shall be laid off and placed on the recall list.
- (b) In no event shall any employee be permitted to bump a second time as a result of the same lay off, except for medical reasons when a second bump takes place within six (6) months of assuming the first position.

15:07 Severance Pay

Within the three (3) working days of being notified of lay off under Section 15:05, and as an alternative to either bumping a more junior employee in accordance with Section 15:04, or working the notice period and being laid off and placed on the recall list, the affected employee may elect to resign and take severance pay in lieu of the balance of the notice period received and outstanding at the time of making such election; and by so electing, not work the balance of such notice

period. Employees who elect to take severance pay under Section 15:07, shall be finally and conclusively terminated in all respects and shall not have recall or other rights under this Agreement.

15:08 Recall List

Permanent employees laid off under this Article, and not bumping a more junior employee in accordance with Section 15:04, and not electing to take severance pay in accordance with Section 15:07, shall be placed on the recall list in seniority order for a period not to exceed twelve (12) consecutive months.

15:09 Recall Rights

- (a) Laid off permanent employees on the recall list may make application, on the same basis as active employees, for permanent full-time and permanent part-time vacancies posted under Section 14:01. Laid off permanent employees on the recall list, who do not apply for posted vacancies, shall receive no consideration when such vacancies are filled on the basis of Section 14:02.
- (b) If the permanent full-time or permanent part-time vacancy is not filled under Subsection (a), and in accordance with Section 15:10 below, the Employer shall then attempt to recall a former permanent employee on the recall list having the required qualifications, experience, skill and ability, relative to the requirements of the job, to perform the work in question, before offering employment to a new employee. All determinations of qualifications, experience, skill and ability that are relative to the requirements of the job, shall be made by the Employer in a fair and equitable fashion.
- (c) In no event shall the Employer be required to re-employ any former employee who has been laid off and who remains on the recall list for longer than twelve (12) months.

15:10 Recall Procedures

- (a) It shall be the responsibility of laid off permanent employees on the recall list to maintain their current telephone number and postal address with Human Resources. When filling permanent vacancies under Subsection 15:09 (b), and before offering employment to a new employee, the Employer shall attempt to contact a laid off permanent employee on the recall list having the required qualifications, experience, skill and ability, relative to the requirements of the job, to perform the work in question, at the telephone number so provided, to instruct the employee of the date and time to report for work. Contact includes leaving a message at the telephone number so provided by the employee. Failure to report on the date and time required, or to contact the Employer as provided under Subsection (b) below, will constitute one of the rights of refusal as provided for under Subsection (d) below.

- (b) 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.
- (c) 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 will be able to contact them during such absence.
- (d) Employees shall have the right to refuse two (2) recalls to employment during their twelve (12) month recall period before losing their recall rights.

15:11 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 lay off and should an 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 lay off.

15:12 Lay Offs Beyond the Control of the Employer

- (a) Except for Subsection (b) below, this Article 15 does not apply to temporary lay offs, or work stoppages of three (3) working days or less resulting from inclement weather, or other causes reasonably beyond the control of the Employer.
- (b) There shall be no overtime worked by any employee in excess of one (1) hour per shift in any operation affected by this Article 15:12 while there are available permanent full-time employees on temporary lay off as a result of inclement weather, who have the qualifications, experience, skill and ability, relative to the requirements of the job.

ARTICLE 16: HOURS OF WORK

16:01 Work Week

- (a) The normal regular full-time work week shall consist of five (5) working days, Monday to Friday inclusive.
- (b) The normal full-time work week in the Recreation Division shall consist of any five (5) consecutive working days.

16:02 Work Day

(a) Inside Staff

The normal regular full-time work day shall consist of seven (7) hours between the hours of 8:30 a.m. and 4:30 p.m., with one (1) hour unpaid off for a meal break; or seven and one-half (7½) hours with one-half (½) hour unpaid off for a meal break on irregular shifts.

(b) Outside Staff

The normal regular full-time work day shall consist of eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m., including an unpaid meal break of at least one-half (½) hour, at intervals that will result in no employee working longer than five (5) consecutive hours without a meal break.

(c) Recreation Staff

- (i) The normal full-time work shift for Recreation Division employees shall consist of either seven (7), seven and one-half (7½) or eight (8) or nine and one-half hours (9½) per day. There shall be a minimum one-half (½) hour unpaid meal break at intervals that will result in no employee working longer than five (5) consecutive hours without a break. Any variation to the meal break will be done in accordance with Article 16:03.
- (ii) Casual employees cannot exceed maximum hours while working in any one position or the maximum hours of their own position without attracting overtime.

16:03 Variation of Work Week and Working Times

- (a) Any variation in the work week or the working times for employees, established in Sections 16:01 and 16:02, shall be a matter for discussion and agreement in writing between the Employer and the Union, including the banking of hours worked under this Article.
- (b) During inclement weather and other situations beyond the Employer's control, the Employer may establish and operate schedules of work outside of normal working hours as stated in Articles 16:01 and 16:02 provided that such schedules do not exceed eight (8) hours per day and five (5) days per week.

16:04 Irregular Schedules

It is recognized that casual employees may work irregular schedules because of the nature of the work performed. However, split shifts shall not be scheduled unless there is an agreement between the Employer and the Union.

16:05 Rest Periods and Meal Breaks

Each employee shall be entitled to one (1) fifteen (15) minute paid rest period in each half of a shift of three (3) or more hour's duration, to a maximum of two (2) breaks per day. Breaks may not be combined or taken at the beginning or end of a shift.

The Employer shall ensure that each employee has an unpaid meal break of at least one-half (½) hour, at intervals that will result in no employee working longer than five (5) consecutive hours without a meal break.

Notwithstanding the above, schedules for Camp and Food and Beverage staff who must remain in the work area include a paid meal break.

16:06 Reporting Pay

- (a) With the exception of Sections (b) and (c), employees reporting for work but not being put to work, shall be paid for two (2) hours. Employees who commence work shall receive not less than four (4) hours pay, unless discharged for cause.
- (b) Employees in the Recreation Division who report for work shall receive not less than two (2) hours pay.
- (c) Recreation Division employees in the following classifications who report for work shall receive a minimum of one (1) hour pay:

- Program Attendant I
- Program Attendant II
- Instructor I
- Instructor II
- Instructor III
- Program Assistant – Recreation
- Aquatic Instructor I
- Aquatic Instructor II
- Aquatic Instructor III
- Childminder
- Youth Leader I
- Pre-School Instructor
- Pre-School Assistant
- Ceramic Studio Technician
- Aquatic Instructor II / Lifeguard (Gordon Head)

Skate Patrol is considered to have a minimum reporting pay of one and one-half (1½) hours pay.

- (d) A permanent employee, or casual employee whose work schedule has been confirmed, will be granted leave with pay to attend a job interview with the District of Saanich, for the portion of the shift during which the interview occurs.

16:07 Continuous Operations

Sections 16:01 and 16:02 notwithstanding, the hours of work for employees engaged in continuous operations shall not exceed the regular hours per day or be scheduled to work more than six (6) consecutive days, unless overtime rates apply, except where agreed to by the parties under Article 16.03. This article applies to Recreation Division and Police Department Employees.

16:08 Scheduling of Shifts in Continuous Operations

- (a) Employees engaged in continuous operations shall have each shift start and finish time posted in a conspicuous place so that all such employees have ready access to read the notice. This shift schedule shall be posted two (2) weeks prior to the scheduled start date.
- (b) Such schedule posting shall cover a minimum period of two (2) weeks. Where it is necessary to change a shift, an employee shall be given twenty-four (24) hours' notice. Failure to provide the required notice shall result in overtime being paid for all hours worked on the next shift.

An employee who responds to a call to act in a relief capacity, outside of their posted shift, shall not be paid overtime rates unless the daily or weekly hours are exceeded.

In addition to the above, permanent part-time and casual employees in Recreation will be scheduled as follows:

- (c) Permanent part-time employees will be scheduled in order of seniority after permanent full-time and prior to casual employees.
 - (i) At least four (4) weeks prior to the start of the scheduling period, permanent part-time employees will indicate their willingness to be assigned additional hours above their permanent part-time assignment throughout the scheduling period. Any ongoing restrictions must be declared and assignments will be made accordingly.
- (d) Casual employees shall be scheduled in seniority order.
 - (i) Availability shall be submitted a minimum of four (4) weeks before the start date of the scheduling period.
 - (ii) Casual employees submitting their availability less than four (4) weeks prior to the start date of the scheduling period will only be scheduled after all other casual employees who submitted their availability on time have been scheduled, regardless of seniority and in order of receipt.
- (e) Work schedules shall be created in periods at least three (3) times and no more than six (6) times per calendar year.

- (f) After the schedule is posted, additional shifts which fall 15 (fifteen) days or more in advance of the date they become available will be assigned by the supervisor. Such assignment will be based first upon availability and then in order of seniority.

16:09 Temporary Shut Downs - Recreation Centres

In recreation centres temporary shut downs, of three (3) weeks or less, will result in equal reductions of hours for permanent part-time employees, following elimination of casual hours during these shut downs.

16:10 Hours Free From Work

Subject to the availability of qualified personnel, the Employer must ensure that each employee has at least eight (8) consecutive hours free from work between each regular shift worked including overtime, and the maximum number of hours worked shall be sixteen (16) consecutive hours. This does not apply to call out assignments as defined in Article 17:06.

ARTICLE 17: OVERTIME

17:01 Definition

With the exception of work performed as part of scheduled shifts or on continuous operations, overtime rates shall apply for employees as follows:

- (a) Inside Staff: for work performed in excess of seven (7) hours in any work day or thirty-five (35) hours in any work week or seven and one-half (7½) hours in any work day or thirty-seven and one-half (37½) hours in any work week, as the case may be.
- (b) Outside Staff: for work performed in excess of eight (8) hours in any work day, or forty (40) hours in any work week.

17:02 Overtime Rates

The following overtime rates shall apply:

- (a) on a normal work day: time and one-half (1½X) for the first three (3) hours of overtime, and double time (2X) thereafter;
- (b) on days of rest: with the exception of straight time work performed as part of regular scheduled shifts established in accordance with Article 16, or in continuous operations, employees shall be paid double time (2X);
- (c) overtime calculations shall be based upon the regular wage for the position.

NOTE: Casual and permanent part-time employees shall be scheduled to work Saturday at straight time in Solid Waste Services before calling in

permanent full-time Equipment Operator III's at overtime rates.

17:03 Work on a Day of Rest

With the exception of work performed as part of scheduled shifts in continuous operations, permanent employees shall not be required to work overtime on days of rest, except in cases of emergency.

17:04 Time Off in Lieu of Overtime

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

17:05 Standby

- (a) A permanent employee designated by the Employer to be on standby, at a time or times other than her/his regular working hours, shall be paid the following premiums:
 - (i) Twenty (20) hours pay at the Utility Operator IV rate of pay for each week in which the employee was on standby; and
 - (ii) Eight (8) hours pay at the Utility Operator IV rate of pay for each statutory holiday in which the employee was on standby.
 - (iii) For the purposes of (i) above, the permanent employee on standby shall be on call from 4:30 p.m., Friday through the week until 8:00 a.m. the following Friday.
 - (iv) When the standby person goes out on a call they shall be paid at the Utility Operator IV rate of pay.
 - (v) For the Recreation Division six (6) hours pay at Pay Grade J for each weekend in which the employee was on standby. For the purposes of this clause the weekend shall be from 4:30 p.m. Friday through until 8:00 a.m. the following Monday.
- (b) In the Parks and Public Works Divisions there will be eight (8) permanent full-time employees who shall be placed on a roster that is rotated on a weekly basis. These employees shall be appointed by the Employer through a posting based upon its operational needs, seniority considered, from among the group of employees who, in the Employer's opinion, possess the necessary qualifications, experience, skill and ability, relative to the requirements of the job, to perform the work which might arise while on standby. Those employees so appointed after posting shall be rotated on a regular basis so that the standby work is distributed among them in a fashion deemed equitable by the Employer.

- (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 (a) above.
- (d) A permanent employee in the Information Technology Division designated by the Employer to be on standby, at a time or times other than her/his regular working hours, shall be paid the following premiums:
 - (i) Six (6) hours pay at Pay Grade P for each weekend in which the employee was on standby. For the purposes of this clause, the weekend shall be from 4:30 p.m., Friday through the weekend until 8:00 a.m. the following Monday.
 - (ii) Three (3) hours pay at Pay Grade P for any evening in which the employee was on standby. For the purposes of this clause, the evening shall be from 4:30 p.m. to 8:00 a.m. the next morning.
 - (iii) Eight (8) hours pay at Pay Grade P for each statutory holiday in which the employee was on standby.
 - (iv) When the standby person goes out on a call or resolves a technical problem, s/he shall be paid Pay Grade P or her/his regular rate of pay, whichever is higher.
 - (v) These employees shall be appointed by the Employer based upon its operational needs, from among the group of employees who, in the Employer's opinion, possess the necessary qualifications, experience, skill and ability, relative to the requirements of the job, to perform the work which might arise while on standby. Those employees so appointed shall be rotated on a regular basis.
 - (vi) An employee shall be designated on standby on registration weekends of the Recreation Services Division and other weekends only when unusual operational needs require it.

17:06 Call Out

- (a) The first occurrence of a call out outside of normal working hours will be calculated on a two (2) hour minimum basis at the appropriate overtime rate commencing at the end of a regular shift (e.g. 4:30 p.m.), travelling time to be included.
- (b) Within the two (2) hours of the first call out assignment, any other assignments within this period cannot be charged.
- (c) If more than one (1) call out occurs during the shift (i.e. 4:30 p.m. to 8:00 a.m.), the pay will be calculated on the basis of actual time worked at the appropriate overtime rate; travelling time to be included.

(d) During the week, a call out assignment between 12:00 midnight and 6:30 a.m. shall be calculated on a three (3) hour minimum. An assignment between 6:30 a.m. and the start time of the Section concerned shall be calculated on actual time worked at the appropriate overtime rate.

(e) Over the weekend, the three (3) hour minimum shall apply within the time periods listed:

Friday	12:00 a.m. to Saturday, 8:00 a.m.
Saturday	12:00 a.m. to Sunday, 8:00 a.m.
Sunday	12:00 a.m. to Monday, 6:30 a.m.

NOTE: Casual employees are only to be called out if there are no qualified permanent employees available. The Union shall be supplied with all revised call out lists.

ARTICLE 18: WAGES AND ALLOWANCES

18:01 Schedules A and B

(a) The wages to be paid shall be those set forth in Schedules A and B which are attached to and form part of this Agreement.

(b) Employees shall be paid on a bi-weekly basis by means of direct deposit.

18:02 Service Pay

All permanent full-time employees who have completed five (5) years' continuous service with the Employer shall receive service pay at the rate of seven dollars and fifty cents (\$7.50) per calendar month for each five (5) years of continuous service. This benefit will be pro-rated for permanent part-time employees based upon hours worked in each month. Service pay will accrue each month and shall be paid in the first pay period in December.

18:03 Pay While Relieving in Higher Rated Positions

(a) An employee who is temporarily appointed by the Employer to perform the duties of a higher paying position shall receive the standard hourly rate for the position for all time spent in the higher paid position.

(b) An employee shall be deemed to be covered by all provisions of this collective agreement even when the higher position is outside the bargaining unit. Overtime calculations shall be based upon the regular C.U.P.E. wage for the position the employee occupies and Article 17 (Overtime) shall apply.

18:04 Premium Pay

(a) All employees shall receive an hourly premium of seventy-five cents (\$0.75), in excess of their normal wage, for time actually working in direct contact with raw sewage, hot asphalt or MIP.

- (b) All employees shall receive an hourly premium of seventy-five cents (\$0.75), in excess of their normal wage, for time actually working in direct contact with garbage, provided such contact is not part of their normal job duties.
- (c) All Pesticide or Herbicide Sprayer Operators shall receive an hourly premium of one dollar and fifty cents (\$1.50) per hour, in excess of their normal wage, when they are actually performing such work.
- (d) All employees directed to clean up excrement/fecal matter (human or otherwise), bodily fluids (blood, vomit, urine), diapers or obnoxious hazards (hypodermic needles) shall receive an hourly premium of seventy-five cents (\$0.75), in excess of their normal wage, for time actually spent working in direct contact with such materials. This premium will be paid provided these duties are not part of their normal job duties.
- (e) Building Service Workers directed to clean jail cells shall be paid an hourly premium of seventy-five cents (\$0.75), when they are actually performing such work.
- (f) Employees working in ditches or sewers, surface drains, watermains or laterals, where the mean depth below the average ground level is 2.4 metres or greater, or working at heights exceeding 7.6 metres above the average ground level shall receive an hourly premium of seventy-five cents (\$0.75) in excess of their normal wage for time actually spent working in these conditions. The average depth to be determined by the Director of Engineering (or her/his designate) who shall, if conditions are met, authorize payment. It is the responsibility of the chargehand to advise her/his supervisor that conditions meet the criteria to apply the premium. Only those employees working in the ditch will receive the premium.

18:05 First Aid Allowance

- (a) An employee required by their job description to possess an Occupational First Aid Certificate or when designated by the employer to maintain a valid Occupational First Aid Certificate and act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance:
 - Level II OFA Certificate – sixty-five dollars (\$65.00) bi-weekly
 - Level III OFA Certificate – seventy-five dollars (\$75.00) bi-weekly
- (b) The cost for certification and re-certification including the cost of the required medical and paid time off work to attain such shall be borne by the Employer for those employees required to hold a valid Level II or Level III Occupational First Aid Certificate.
- (c) Any employee designated by the employer to achieve and maintain a valid Occupational First Aid Certificate Level II or Level III, but is not required by her/his job description to use the certificate, shall be paid forty dollars

(\$40.00) per month in addition to her/his normal pay. If called upon to relieve a First Aid Attendant, s/he shall receive the forty dollars (\$40.00) monthly premium or the pro-rated portion of the regular First Aid Attendant allowance, whichever is greater.

18:06 Shift Differential

- (a) With the exception of positions listed on Schedule B but excluding Food and Beverage Hosts and Facility Attendants, when the major portion of an employee's shift falls between the hours of 4:00 p.m. and 12:00 midnight, a shift differential of 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., a shift differential of eighty-five cents (\$0.85) per hour will be paid for all hours worked.
- (b) The above notwithstanding, shift differential is earned only when an employee is actually working, and is not applied when overtime premiums are being paid.

18:07 Portal to Portal

Employees directed by the Employer, to report directly to work at a location other than a regular Municipal facility, shall not be paid travelling time and shall only be paid for actual hours worked.

18:08 Allowance for Tools

- (a) Where determined by the Employer that Journeymen be required to have their own tools as a condition of employment, the Employer shall pay a tool allowance at the rate of twenty-five cents (\$0.25) per straight time hour paid for the purchase of new tools and equipment owned by the employees and used in the performance of their duties.
- (b) The Employer shall provide funding for replacement of tools that are worn out, broken or stolen. Replacement will be made by producing the worn or broken tools, or proving the tool was stolen. Replacement shall be with tools of equal quality.

NOTE: Journeymen are solely responsible for providing up-to date tool inventory. Management to determine which Journeymen require their own tools.

18:09 Professional Associations and Permits

- (a) Permanent employees who have passed their probationary period who are required by the Employer to maintain membership in a professional association as a condition of their employment or to hold and maintain accreditation or permits shall be reimbursed such costs upon presentation of proof of payment.

- (b) Where a medical examination is required to maintain a professional driver's license as a condition of employment, the Employer shall reimburse such medical costs and all other associated fees upon presentation of proof of payment.
- (c) Permanent employees who work in the Recreation Division and who are required to periodically re-certify their qualifications shall be reimbursed such costs upon successful re-certification.

ARTICLE 19: VACATION

19:01 Entitlement

- (a) In the first calendar year of service (January 1st to December 31st), vacation shall be granted to permanent employees on the basis of one and one-quarter (1¼) working days (or equivalent in hours) for each month, or portion of a month greater than one-half, worked before December 31st. Permanent employees commencing employment after September 1st of any year, shall be granted vacation pay from their starting date until December 31st of that year.
- (b) Vacation with pay shall be granted to other permanent employees as follows:
 - (i) after the first (1st) year of service and up to the end of the fourth (4th) year of service: fifteen (15) days (or equivalent in hours) vacation per annum.
 - (ii) beginning the fifth (5th) year of service and up to the end of the eighth (8th) year of service: eighteen (18) days (or equivalent in hours) vacation per annum.
 - (iii) beginning the ninth (9th) year of service and up to the end of the twelfth (12th) year of service: twenty three (23) days (or equivalent in hours) vacation per annum.
 - (iv) beginning the thirteenth (13th) year of service and up to the end of the sixteenth (16th) year of service: twenty five (25) days (or equivalent in hours) vacation per annum.
 - (v) beginning the seventeenth (17th) year of service and up to the end of the twenty second (22nd) year of service: twenty eight (28) days (or equivalent in hours) vacation per annum.
 - (vi) beginning the twenty third (23rd) year of service and up to the end of the twenty seventh (27th) year of service: thirty (30) days (or equivalent in hours) vacation per annum.
 - (vii) beginning the twenty eighth (28th) year of service and thereafter, thirty three (33) days (or equivalent in hours) vacation per annum.

- (c) The yearly vacation entitlement set out in Subsection (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 vacation entitlement advanced on this basis has been earned in that year, an adjustment shall be made to the employee's final cheque(s) to repay such advance, if necessary.

19:02 Work on a Vacation Day

If any permanent employee is required to work on a day that is scheduled as part of the employee's annual vacation, s/he shall be paid the appropriate overtime rate and the employee shall be granted another vacation day off with pay in lieu, at a time mutually agreeable to the employee and the Employer.

19:03 Sick Leave or Bereavement Leave during Vacation

- (a) Where an employee qualifies for sick leave or bereavement leave during her/his period of vacation, sick leave or bereavement leave shall displace vacation leave.
- (b) An illness or injury incurred while on scheduled vacation will not be accepted as a claim against sick leave unless recuperation involves hospitalization or lengthy (5 days) confinement to bed by written order of a doctor.
- (c) Written doctor's order should include nature of injury or illness, date of occurrence, and length of recuperation.
- (d) The employee must make every effort to notify the employer of the situation at the earliest possible time.

ARTICLE 20: STATUTORY HOLIDAYS

20:01 Entitlement

Permanent employees shall be paid for the following statutory holidays:

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

plus any other public holiday proclaimed by the Province of British Columbia or the Government of Canada.

20:02 Statutory Holiday Falling During Annual Vacation

When a statutory holiday falls or is celebrated during a permanent employee's

annual vacation period, the employee shall be granted another day (shift) off with pay in lieu, at a time mutually agreeable to the employee and the Employer.

20:03 Statutory Holiday Falling on a Rest Day

When a statutory holiday falls or is celebrated on a permanent employee's scheduled rest day, the employee shall be granted another day (shift) off with pay in lieu, at a time mutually agreeable to the employee and the Employer.

20:04 Work on a Statutory Holiday

If any permanent employee is required to work on the day that one of the above statutory holidays falls or is celebrated, s/he shall be paid an additional two times (2X) her/his regular pay for all such hours actually worked on that day.

20:05 Continuous Operation Employees

Section 20:04 notwithstanding, permanent employees who, because of their regular (continuous) shift, actually work on the day that a statutory holiday falls, shall receive time off at a later date acceptable to the Employer, at the rate of one and one-half (1½) days (shifts) for each such holiday worked.

20:06 Casual Employee Entitlement

Casual employees shall be paid time and one-half (1½) for each hour worked on a statutory holiday listed in Article 20:01.

ARTICLE 21: SICK LEAVE

21:01 Definition

For purposes of this Article, sick leave is defined as those periods when a permanent employee takes leave with pay, pursuant to Section 21:02, because the employee is ill or disabled for reasons not covered by W.C.B. and, as a result, is unable to attend work.

- (a) An employee who commences an action or makes a claim against a third party for damages relating to an injury or illness for which the employee was paid sick leave benefits shall include in her/his claim, a claim for wage loss equal to the sick leave benefits so paid or projected to be paid, and the cost to the Municipality of continuing benefits coverage for the duration of such absence. It is the responsibility of the employee to notify her/his legal representative of this Article.
- (b) Where such claim is made to the courts, the employee or her/his representative shall request the presiding judge, or judge and jury, to specify the amount of any award which is attributable to the wage loss claim.
- (c) Where a voluntary settlement with the third party is contemplated for an

amount which is less than the full sick leave benefits paid, the employee shall first obtain the approval of the Municipality, which approval shall not be unreasonably withheld. Such voluntary settlement shall specify the amount of the settlement which is attributable to the wage loss claim.

- (d) The employee shall reimburse the Municipality to the extent such wage loss is recovered from the third party, less those legal fees certified by the employee's legal counsel as being attributable to proving the wage loss claim.

Where wage loss is reimbursed to an employee by an insuring agency, such as the Insurance Corporation of British Columbia or the Workers' Compensation Board, then the employee shall similarly pay to the Municipality the amount of the wage loss so received.

Upon being reimbursed pursuant to this Subsection, the Municipality shall reimburse the employee's sick leave with the number of sick days equivalent thereto and any resultant gratuity days to which the employee may be entitled, without regard to the legal fees deducted pursuant to paragraph one of this Subsection 21:01(d).

- (e) Should an employee not launch an action to recover lost wages, the Municipality reserves the right to launch an action on behalf of the employee. The employee shall cooperate with the Municipality.
- (f) Failure to comply with clause 21:01(a) shall result in an employee being obligated to pay back to the Municipality the full amount of the sick leave benefits paid in respect of the injury or illness.

21:02 Entitlement

Permanent employees shall be eligible for sick leave in accordance with the schedule set out below, subject always to the maximum accrual established in Section 21:04.

- (a) During the first twelve (12) months of service: one (1) day for each completed month of service.
- (b) Upon completion of one (1) 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) 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) year of service and each completed year of service thereafter: twenty-four (24) days per year.
- (e) The yearly sick leave entitlement set out in Subsections (b) through (d) 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, if necessary.

21:03 Proof of Illness

- (a) The Employer reserves the right to require satisfactory proof of illness before any sick leave is granted. Sick time grants are not obligatory and requests may be denied. The Employer must provide the reason for such denial in writing to the employee with a copy to the Union.
- (b) Where the Employer requires a medical report during an examination of the "duty to accommodate", the Employer shall pay the doctor directly.

21:04 Sick Leave Accrual

The unused sick leave entitlement shall accrue and be available to permanent employees, as provided in Section 21:02, at the rate of one hundred percent (100%) during the first fifteen (15) years 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 allowable to one employee shall be one hundred and thirty (130) days.

21:05 Sick Leave Payout

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

21:06 Special Disability Fund

- (a) The Special Disability Fund is intended to provide for absences due to sickness or disability when a permanent employee has applied for benefits under the Long Term Disability Plan but does not have sufficient sick leave in her/his personal accrual to cover the required five (5) month LTD waiting period.
- (b) The Special Disability Fund shall be operated as follows:
 - (i) The Fund shall contain a maximum total number of days at the start of each calendar year (January 1) which is no less than one (1) day times (X) the number of permanent employees on roll as of that date. If on January 1 of any year, the total number of days in the Fund is less than that which would result from the above calculation, each permanent employee with five (5) or more years of service shall then contribute one (1) day to the Fund from their personal sick leave accrual for that year. Should the total accumulation in the Fund be exhausted during any calendar year, no other allotments will be available until the commencement of the subsequent calendar year.

- (ii) Allocations from the Fund will be made by the Employer upon receipt of sufficient medical documentation that supports an application for Long Term Disability benefits being provided to the employer or to the insurance carrier.
- (iii) Allocations from the Fund shall only be made to permanent employees who have completed six (6) months of continuous employment, who are sick or disabled and who have applied for benefits under the Long Term Disability Plan.
- (iv) The allocations from the Fund are intended to cover some or all of the required five (5) month LTD waiting period when the sick or disabled employee has insufficient days in her/his personal sick leave accrual to cover all of such period. In no event shall any employee be eligible to receive more days than are required for that employee to begin receipt of her/his LTD payments.
- (v) The Employer will provide the Union with quarterly reports on allocations made from the Fund.

ARTICLE 22: EFFECT OF ABSENCE ON SICK LEAVE, VACATIONS AND STATUTORY HOLIDAYS

22:01 Permanent employees shall earn vacation, sick leave and statutory holidays while they are in receipt of paid sick leave (including Special Disability Fund), except the following:

- (a) paid sick leave longer than five (5) consecutive months;
- (b) Long Term Disability Plan;
- (c) unpaid leave in excess of thirty (30) consecutive days, commencing first day of the leave;
- (d) Workers' Compensation in excess of six (6) consecutive months;

ARTICLE 23: JOB EVALUATION

23:01 Purpose

The purpose of the Gender Neutral Job Evaluation Program is to achieve equal pay for work of equal value for all job classifications within the C.U.P.E. Bargaining Unit.

23:02 Joint Maintenance Committee

A Joint Job Evaluation Maintenance Committee (hereinafter referred to as the Committee) shall be established with up to three (3) representatives of the Employer and up to three (3) representatives of the Union appointed by the Saanich Union Executive. Each party shall appoint a Co-chairperson of the

Committee. There shall be a minimum of two union representatives present at all meetings of this Committee. Each party shall be responsible for the costs associated with their representatives' participation on the committee.

23:03 Changed Duties and Responsibilities

The Employer or incumbent(s) / Union may request a job evaluation review whenever the Employer changes the duties and responsibilities of a job significantly, or the incumbent(s) / Union feel that the job description does not reflect the duties and responsibilities of the job. A significant change is defined as a change in the duties and responsibilities of a position that may impact the required skill level, effort, responsibility, or working conditions.

The following procedures shall be followed:

- (a) If an incumbent(s) / Union believe that the job description for their position does not accurately reflect the duties and responsibilities, they shall request a job description review through their immediate Manager. The incumbent(s) / union will identify in writing any discrepancies between the assigned duties and the job description content and forward to their immediate Manager for review and discussion. If the Manager and Department Head agree that changes are required, in consultation with Human Resources, the duties will be incorporated into the job description. The effective date of the changes will be the date the Department Head approves and signs the revised job description. If the Department Head or Manager disagrees with the proposed changes, the employee will be advised in writing of the reasons, with a copy to the Union.
- (b) The incumbents(s) / Union or the Supervisor / Employer may request a job evaluation review by completing and submitting a Job Evaluation Questionnaire available from Human Resources. The incumbent(s) / Union shall forward the questionnaire to the incumbent's Supervisor and Department Head for comments and signatures. The incumbent shall also forward a copy of the questionnaire to Human Resources. The Supervisor / Employer must submit the completed questionnaire, along with an updated job description, to Human Resources, within twenty (20) working days of the date the employee signed the questionnaire.
- (c) Upon receipt of a completed Job Evaluation Questionnaire, the Co-Chairs will review the information submitted to ensure that sufficient and accurate information has been provided. The Co-Chair review shall be completed within five (5) working days of receipt. Should either Co-Chair believe further information is required, such information will be requested from the Incumbent / Union or the Supervisor / Employer prior to the Committee conducting the review. The Incumbent / Union or the Supervisor / Employer must submit the requested information within five (5) working days unless the Parties agree that an extension is warranted.
- (d) Upon receipt of a completed Job Evaluation Questionnaire the Committee shall proceed to gather accurate, up-to-date information on the job. The

gathering of information may involve the interviewing of incumbent(s) and / or supervisors and/or visits to the job site, if requested.

- (e) Where it has been determined that there has been a significant change, the Committee shall meet to rate each sub-factor of the job, and to establish a new rating for the job and advise the incumbent(s) and / or supervisor of its decision. Where, in the opinion of the Committee, the job description does not accurately reflect the duties and responsibilities as identified in the questionnaire, the Committee may recommend to the Department Head that the job description be reviewed. The rating of the job shall determine the pay grade for the job. Within twenty (20) working days from the date of the initial notification by the Committee, the incumbent(s) / Union or the Supervisor / Employer may submit a one-time appeal only if a consensus could not be reached by the Committee.
- (f) If the job is rated at a pay grade higher than the existing pay grade, the incumbent's rate of pay shall be adjusted retroactive to the date the Job Evaluation Questionnaire was submitted. If the questionnaire is submitted after twenty (20) working days of the date the employee signed the questionnaire, the retroactive date will be the date the employee signed the questionnaire. All general wage increases negotiated from time to time shall be calculated upon the higher of the revised or previously existing job rate.
- (g) Decisions of the Committee are not grievable except where the incumbent(s) / Union or Supervisor / Employer establishes that one or more members of this Committee stood in conflict. However, in the case of an error in rating or assessment the Committee shall review the position.
- (h) When a review is made of several related jobs in a work unit simultaneously, the resulting pay grades shall be paid to the incumbents effective the date the questionnaire was submitted. In the event that the pay rate of a job decreases as the result of the new rating, the incumbent shall receive 50% of negotiated salary increases until the salary of the incumbent's new pay grade equals the salary which the incumbent is receiving.

23:04 New Jobs

Whenever the Employer wishes to establish a new job, the following procedures shall apply:

- (a) The Employer shall prepare a draft job description for the job and place the job temporarily in a pay grade. The temporary rating shall be discussed with the co-chairpersons of the Joint Evaluation Maintenance Committee prior to being implemented.
- (b) The job shall be posted, and any person appointed to the job shall be paid the pay grade temporarily assigned.

- (c) After six (6) months from the appointment of an incumbent to the job, the incumbent and the supervisor shall complete a Job Analysis Questionnaire which shall be submitted within twenty (20) working days of the receipt of the questionnaire form, along with an updated job description, to the Committee. The Committee shall rate the job. The resulting pay grade shall be paid to the incumbent effective the date of her/his appointment to the job. In the event that the pay rate of the job decreases as the result of this six month evaluation of the job, the incumbent shall maintain her/his current pay grade and shall receive all general wage increases negotiated from time to time.
- (d) Within twenty (20) working days from the date of the initial notification by the Committee, the incumbent / Union or the Supervisor / Employer may submit a one-time only appeal. The appeal must indicate where the duties and responsibilities have not been correctly assessed. The resulting pay grade shall be paid to the incumbent effective the date of her/his appointment to the job or to a later date where the job has changed since her/his appointment. In the event that the pay rate of the job decreases as the result of this re-examination of the job, the incumbent shall maintain her/his current pay grade and shall receive all general wage increases negotiated from time to time.

23:05 Settlement of Disagreements

- (a) In the event the Committee is unable to reach agreement on any matter relating to the interpretation, application, or administration of the Job Evaluation Program, the Co-chairpersons of this Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the Committee. The two (2) advisors shall meet with this Committee and attempt to assist in reaching a decision.

If, after meeting with the two (2) advisors, the Committee remains unable to agree upon the matter in dispute, the Co-chairpersons shall advise, in writing, the Union and the Employer of this fact within fifteen (15) working days.
- (b) Subsequently, either party may, by written notice to the other party, refer the dispute to a single Arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an Arbitrator.
- (c) The Arbitrator shall decide the matter upon which the Committee has been unable to agree and her/his decision shall be final and binding on this Committee, the Employer, the Union and all affected employees. The Arbitrator shall be bound by the Job Evaluation Program and shall not have the power to modify or amend any of its provisions. The jurisdiction of the Arbitrator shall be limited to the matter in dispute, as submitted by the parties.
- (d) The Employer and the Union shall be the parties to the Arbitration Hearing

and shall have the right to present evidence and argument concerning the matter in dispute. The Arbitrator shall have the powers of an Arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence as deemed necessary by the Arbitrator.

- (e) Neither party shall use lawyers to represent them at the Arbitration Hearing.
- (f) The Arbitrator's fees and expenses shall be borne equally between the parties.
- (g) The time limits contained in this Article may be extended by mutual agreement of the parties.

23:06 Schedule B Positions

In the application of Articles 23:03 and 23:04 insofar as determining the rate of pay for Schedule B positions, such determination shall be carried out by the Labour-Management Committee. Any difference may be referred to a single Arbitrator as per Articles 23:05 (b), (c), (d), (e), (f) and (g).

23:07 Positions to be Posted

- (a) Where the re-evaluation of a position results in a three (3) or more pay grade increase for the position, then such position shall be posted as a vacancy, except where the increase is due to regulatory changes affecting requirements of the position.
- (b) Where an incumbent employee is not the successful applicant for the posted vacancy, then such employee shall be laid off and may exercise bumping rights pursuant to this collective agreement.

ARTICLE 24: NEW OR REVISED CLASSIFICATIONS

24:01 Job Descriptions

The Employer agrees to draft job descriptions for all positions for which the Union is the bargaining agent, which shall be the recognized job descriptions. Where any such position changes sufficiently to warrant a revised description, or the Employer creates a new permanent position, a new or revised description shall be prepared by the Employer and forwarded to the Union. This job 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 job description with the Employer.

ARTICLE 25: BEREAVEMENT LEAVE

25:01 Permanent and casual employees eligible for bereavement leave may use up to three (3) regularly scheduled consecutive work days leave with pay, in the case of a death in the immediate family. "Immediate family" shall mean the employee's: spouse (including common-law spouse), children, parents, guardian, brothers, sisters, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, grandparents and grandchildren, or any relative living at the same residence as the employee.

It is recognized by the parties that the circumstances which call for leave in respect of bereavement are individually based. Upon request, the Director of a department may, after considering the particular circumstances involved, grant the above mentioned leave with pay in two separate periods to accommodate an interment or service held at a later date. Such leave will not exceed three (3) days in total.

25:02 In the event the employee travels outside the Capital Regional District area to attend the funeral, additional leave to a maximum of three (3) days will be granted, at the discretion of the Employer.

ARTICLE 26: JURY AND COURT WITNESS DUTY

26:01 Permanent or casual employees, 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 to do so.

26:02 Permanent or casual employees subpoenaed to attend court as a witness, except where the employee's private affairs have caused such court appearance, 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 such witness duty on those days.

ARTICLE 27: LEAVE OF ABSENCE, UNION OFFICIALS

27:01 List of Union Officials

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

27:02 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 three (3) Union appointees.
 - (ii) Labour/Management Committee meetings: to a maximum of four (4) Union appointees.
 - (iii) With the exception of representatives appointed to the Joint Job Evaluation Committee, Joint Committees established under the terms of this Agreement: to a maximum of two (2) Union appointees.
 - (iv) Negotiating of a renewal or revision to this Agreement: when the official paid representation from the Union shall be a maximum of five (5) Union appointees.
- (b) 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.
 - (c) 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 Municipal Administrator, or her/his delegate. The Union shall provide reasonable notice prior to the commencement date of leave under this Article.
 - (d) 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.

27:03 Full-time Union Business

- (a) 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 an unpaid leave of absence without loss of seniority for the term of the appointment.
- (b) An employee elected to a full-time Union office shall be granted unpaid leave of absence for their term of office without loss of seniority. During such leave, the employee shall not receive any of the benefits of this Agreement, except as provided herein with respect to seniority. The Employer may repost the employee's position after a period of one (1) year; however, that employee shall retain bumping rights when they return to the bargaining unit.

ARTICLE 28: MATERNITY AND ADOPTION LEAVE

28:01 Maternity or Adoption Leave

A pregnant employee or an adopting parent shall qualify for maternity leave in accordance with the following:

- (a) An employee making application not later than four (4) weeks prior to the commencement of the leave of absence shall be granted pre-and post-natal maternity leave not in excess of a total of seventeen (17) weeks.
- (b) An employee who adopts a child or children shall be permitted leave of absence, without pay, for a maximum period of seventeen (17) weeks without loss of position or benefits, commencing no later than the date the child or children are placed with the parent. The provisions of Sections 28:01 (d) and (e) below shall apply. The employee shall be required to furnish proof of adoption.
- (c) It is incumbent upon the employee to provide evidence of the expected date of confinement at least six (6) weeks in advance. It is also the employee's responsibility to provide written medical evidence of health during pregnancy while still at work, if requested to do so by the Employer.
- (d) If the employee returns to work immediately after the expiry of the authorized leave, pursuant to this Article and Article 28:02, they will retain their former position without loss of available benefits. The employee is to provide one (1) month's notice confirming the date of return to work.
- (e) The employee shall be deemed to have resigned if an application to return to employment is not made or they do not commence re-employment on the dates agreed in Section (d) above. Resignation will be effective on the scheduled date of return to work under Section (d) above.
- (f) Medical complications of pregnancy will be covered by the sick leave provisions while the employee remains at work.

28:02 Parental Leave

- (a) With four (4) weeks written notice, an employee who has leave under Article 28:01 (Maternity or Adoption Leave) shall receive additional unpaid parental leave of absence of up to sixty-one (61) consecutive weeks without loss of position or benefits. The total maximum consecutive leave is seventy-eight (78) weeks.
- (b) In the case of an employee who has not had leave under Article 28:01 (Maternity or Adoption Leave) with four (4) weeks written notice, the employee shall receive parental leave of up to sixty-two (62) weeks, which must begin within seventy-eight (78) weeks of the birth of a the child or children or, in the case of adoption, within seventy-eight (78) weeks after the child or children are placed with the parent.

- (c) Application for extension of this parental leave may be made to the Employer and will be considered under the General Leave provision of Article 29.
- (d) In addition, in the event that two (2) eligible employees apply for leave under Article 28 with respect to the same child, the maximum combined leave shall not exceed seventy-eight (78) weeks.

28:03 Supplemented Employment Insurance Benefits

(a) Maternity Benefits

Permanent full-time or permanent part-time who are in receipt of Employment Insurance (EI) maternity benefits shall be paid as follows:

- (i) During the initial one (1) week EI waiting period, ninety percent (90%) of the employee's current salary; and
- (ii) The difference between ninety percent (90%) of the employee's current salary and the amount of EI maternity benefits payable to the employee, for a period not to exceed fifteen (15) weeks immediately following the EI waiting period.

(b) Parental Benefits

A permanent full-time or permanent part-time employee who is in receipt of Employment Insurance (EI) parental benefits shall be paid as follows:

- (i) If the employee is subject to an EI waiting period at the commencement of receiving EI parental benefits, ninety percent (90%) of the employee's current salary during the initial one (1) week EI waiting period and the difference between ninety percent (90%) of the employee's current salary and the amount of EI Standard benefits payable to the employee for a period not to exceed thirteen (13) weeks; or
- (ii) If the employee is not subject to an EI waiting period at the commencement of receiving EI parental benefits, the difference between ninety percent (90%) of the employee's current salary and the amount of EI Standard benefits payable to the employee for a period not to exceed fifteen (15) weeks.

NOTE: Should an employee choose to take Extended Parental EI Benefits, they shall only receive the SEB equal to the amount they would have received if they had chosen Standard Parental Benefits.

- (c) For those permanent full-time or permanent part-time employees who were subject to a one (1) week EI waiting period and who collected Supplemental Employment Benefits under either Article 28:03 (a)(i) or Article 28:03 (b)(i), at the cessation of their EI claim and prior to their

return to work, they shall be entitled to ninety percent (90%) of the employees current salary for one (1) additional week.

- (d) Notwithstanding Article 28:03(b), in the event that two (2) eligible employees apply for benefits under Article 28:03 (b) with respect to the same child the maximum combined benefit under Article 28:03 (b) shall not exceed fifteen (15) weeks, whether the benefits are allocated pursuant to Article 28:03(b)(i) and/or 28:03 (b)(ii).

ARTICLE 29: LEAVE OF ABSENCE

29:01 General Leave

Subject to maintaining efficiency of normal operations, the Municipal Administrator or her/his delegate may grant leave of absence without pay to employees for personal or other legitimate reasons, commensurate with the merits of each individual request.

29:02 Sports Competitions

Applications for leave without pay from employees for sports competitions, or cultural purposes, will be considered by the Employer on the basis of the merits of each individual request.

29:03 Education Leave

Leave of absence for education, skills upgrading or such other training purposes, as may be approved by the Employer, shall not normally be reason for loss or reduction of seniority.

29:04 Benefits While on Approved Leave of Absence

Continuation of all or a portion of the permanent employee's benefits shall be determined, in writing, prior to the granting of a leave under this Article.

29:05 Leave with Pay for Qualification Exams

A permanent employee shall be entitled to leave of absence with pay to write examinations towards upgrading her/his employment qualifications.

29:06 Leave for Taking Training Courses

- (a) An employee shall be granted leave without loss of their regular rate of pay when authorized by the Employer to attend a course during their shift.
- (b) An employee directed by the Employer to travel beyond the Greater Victoria area, outside of their normal hours of work, to attend a technical training course shall be compensated up to a maximum of three (3) hours to the course and up to a maximum of three (3) hours from the course at the regular rate of pay. Compensation may be taken in pay or time off.

The Employer shall give reasonable consideration to requests that compensation be in the form of time off rather than in wages subject to the efficient services and operations of the Employer. The Employer and the employee shall arrive at mutually satisfactory arrangements for such time off.

ARTICLE 30: BENEFIT PLANS

30:01 Medical Services Plan

The cost of the premium shall be shared with the Employee contributing ninety percent (90%) of the monthly cost and the Employer contributing the remaining ten percent (10%) of a permanent employee's participation in the B.C. Medical Services Plan, following completion of six (6) months of service, or the hourly equivalent.

Effective January 1, 2014, the cost of the premium shall be shared with the Employee contributing eighty percent (80%) of the monthly cost and the Employer contributing the remaining twenty percent (20%) of a permanent employee's participation in the B.C. Medical Services Plan, following completion of six (6) months of service, or the hourly equivalent.

A newly hired permanent employee may enrol in the Medical Services Plan on the first day of the month following their commencement of employment by paying one hundred percent (100%) of the cost of premium.

30:02 Extended Health Benefits

- (a) The Employer shall contribute one hundred percent (100%) of the monthly cost of a permanent employee's participation in the Extended Health Benefits Plan, following completion of six (6) months of service or the hourly equivalent. Extended Health Benefits include vision care, providing one hundred percent (100%) reimbursement towards the cost of the purchase of one (1) pair of eyeglasses every two (2) years for each permanent employee and her/his dependents, to a maximum cost of four hundred dollars (\$400.00) per pair; hearing aids, to a maximum of three thousand dollars (\$3,000.00) every five (5) years; listed paramedical practitioners, shall be to a maximum amount of five hundred dollars (\$500.00) per calendar year for each practitioner; smoking cessation aids; bi-annual eye exams (to a maximum of \$100.00); Bluenet, an unlimited lifetime maximum and a \$50.00 annual deductible.

An employee or eligible dependent shall be entitled to apply the four hundred dollars (\$400.00) for eyeglasses (each two years) to laser eye surgery.

- (b) Coverage under Extended Health Care is provided in conjunction with government-sponsored plans or programs, and is based on the presumption that the services or supplies currently payable under these plans will not be reduced or eliminated. If coverage of a service or supply

under any government-sponsored plan or program is reduced or eliminated, the expenses which cease to be covered shall be subject of negotiation between the parties as to their disposition.

30:03 Dental Plan

- (a) The Employer shall contribute one hundred percent (100%) of the monthly cost of a permanent employee's participation in the Dental Plan, following completion of six (6) months of service or the hourly equivalent. The Dental Plan shall provide for payment of one hundred percent (100%) of claims under Plan "A" (basic service), which will include restoration tooth coloured bonded white fillings on all teeth, fifty percent (50%) under Plan "B" (prosthetic appliance and crown and bridge procedures), and a maximum lifetime benefit of two thousand five hundred dollars (\$2,500.00) for each eligible employee and each eligible dependent under Plan C (Orthodontics).

30:04 Group Life Insurance

- (a) Permanent employees, following completion of six (6) months of service or the hourly equivalent, 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) such employee's annual salary, rounded upwards to the next higher thousand, to a maximum principle amount of two hundred thousand dollars (\$200,000), and accidental death and dismemberment coverage as defined in the plan, in addition to any optional benefits offered by the Trustees of the Capital Area Benefit Trust as each employee desires.
- (b) The Employer shall pay sixty percent (60%) of the cost of the premiums of the life insurance and accidental death and dismemberment coverage, and the employee shall contribute the remaining forty percent (40%). However, all premiums for optional/additional benefits shall be borne solely by the employee.

30:05 Municipal Pension Plan

- (a) Permanent employees hired after August 1, 1996, shall commence contribution to the Municipal Pension Plan on the first (1st) of the month following the date of hire.
- (b) The Employer may temporarily rehire retired former employees, at its discretion, provided such rehiring does not prejudice promotions in less senior positions.
- (c) Subject to the qualifying provision contained in the Pension (Municipal) Act and regulations, the Employer agrees to participate in such contributions as are necessary to extend pensionable service of a member covered by this Agreement, up to a maximum of six (6) months. The extension represents that time served by the employee in a probationary

capacity with the Employer which has not before been considered as pensionable service. Such benefit may be paid upon retirement from active service with the Employer and shall be subject to the following:

- (i) An employee must have a vested interest in the Municipal Pension Plan and to have reached the minimum age of retirement or thirty (30) years of service to qualify.
- (ii) Any member of the Union who wishes to take advantage of this benefit shall give at least three (3) months' notice in advance of the contemplated retirement date and make such other arrangements as may be necessary at that time regarding her/his own portion of the additional contribution.
- (iii) The cost of the increased benefits, as defined by the Chief Executive Officer, Pension Corporation, shall be shared fifty percent (50%) by the employee and fifty percent (50%) by the Employer, as per Section 9 (1) (b) of the Pension (Municipal) Act.
- (d) A newly hired permanent employee, who has within the previous thirty (30) days participated in the Superannuation Plan under the Pension (Municipal) Act or other reciprocal plan, shall be immediately enrolled in the Plan, provided the new hire has not withdrawn their previous contributions.

30:06 Death Benefit

In the event of the death of a permanent employee, the Employer shall grant to the estate of such employee, unless a beneficiary has been specifically designated on an appropriate form in which case this benefit shall be payable to the designated beneficiary, a sum equal to one (1) month's wage, calculated at the rate to which such employee was entitled at the time of her/his death; such sums to be in addition to any wage accrued to the credit of such employee.

30:07 Severance Pay

After five (5) years' continuous service, unless employment is terminated for just cause, severance pay of one and one-half (1½) days' pay for each completed year of service shall be paid to permanent employees leaving the service of the Employer. Employees receiving severance pay under this Article shall not also be eligible for severance pay under Section 15:07.

30:08 Retirement Counselling

Where employees, who are within ten (10) years of minimum retirement age, wish to register in a retirement planning seminar, they will be granted a maximum of one (1) day (shift) leave of absence with pay to attend one (1) retirement planning seminar that falls within the normally scheduled work day.

30:09 Long Term Disability Plan

- (a) 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, which Trust Agreement may be amended from time to time by the Trustees.
- (b) All permanent 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%) cost is maintained.
- (c) 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:
 - (i) 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.
 - (ii) A definition of disability which permits an employee to become eligible for benefits when completely unable to engage in her/his normal occupation for the first twenty-four (24) months of disability; and thereafter, when s/he is unable to engage in any occupation or employment for which s/he is reasonably qualified or may reasonably become qualified.
 - (iii) A seventeen (17) week qualification period from the date of disability, during which no benefit is payable under the plan.
- (d) 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.

30:10 Benefits While on Long Term Disability

- (a) An employee, during the qualification period, as well as 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 shall be waived and such status shall be reported to the Commissioner for Superannuation.

- (b) For recipients on Long Term Disability benefits, the 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 percent (50%) employee paid and fifty percent (50%) employer paid for the entire duration of their eligibility for long term disability benefits.
- (c) The GVLRA/CUPE Long Term Disability Trust may examine possible options to improve health and welfare benefit entitlements and make such recommendations to the parties to this agreement the trustees deem appropriate.

30:11 Workers' Compensation Supplement

- (a) When a permanent employee suffers an occupational injury approved by the Workers' Compensation Board under the Workers' Compensation Act, the employee's normal salary shall be continued for a period of not more than eight (8) calendar weeks, or until the status of the Workers' Compensation Board payment changes to disability pension, or other Workers' Compensation settlement, whichever occurs first.
- (b) All monies payable to an employee by way of compensation for loss of wages under the said Act shall be paid to the Employer by the Workers' Compensation Board. In return, the Employer shall pay the employee the full amount of her/his wages to which s/he would have been otherwise entitled, but for disability suffered or incurred by the employee, subject to the above maximum time limitation of eight (8) calendar weeks.
- (c) Beginning with the ninth (9th) calendar week of disability, the Employer shall limit the amount paid to the employee to the amount of funds received from the Workers' Compensation Board. All benefits shall continue to be maintained in accordance with the provisions of the Collective Agreement.

30:12 Early Retirement

Those employees who retire prior to age 65 may opt to continue to be enrolled under the benefits of the Group Life Insurance Plan until age 65. The employee will be responsible for 100% of the premium.

30:13 Disposition of Employment Insurance Rebate

The Employer shall register its Sick Leave Plan with Human Resources Development Canada for premium reduction purposes. The Union shall be

notified of the premium reduction, which shall be disposed of in a manner mutually agreeable to the parties. If there is no agreement of the disposition of the premium rebate, the matter shall be submitted to arbitration in accordance with the terms of this Agreement and the relevant regulations of Human Resources Development Canada.

30:14 Employee Assistance Program

Permanent employees, following completion of six (6) months of service or the hourly equivalent, shall participate in the Employee Assistance Program as a condition of employment. Each participating employee shall share the cost of the premium with the Employer contributing sixty percent (60%) of the cost of the premiums and the employee contributing the remaining forty percent (40%).

30:15 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.

30:16 Portability of Previous Employer's Benefit Plans

A newly hired permanent employee shall be eligible to immediately enrol in the Medical Services Plan, Extended Health Benefit Plan, Dental Plan, Group Life Insurance Plan and the Long Term Disability Plan, provided:

- (a) they were previously employed by a municipal employer in the Capital Regional District immediately prior to being hired; and
- (b) they were previously enrolled in such plans and will not have a break in benefit coverage; and
- (c) they continue to maintain their benefit plan coverage during their probationary period and pay one hundred percent (100%) of the costs of the premiums for such coverage.

30:17 Survivor Benefit

Upon the death of a permanent 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.

ARTICLE 31: TECHNOLOGICAL CHANGE

- 31:01 The Union recognizes the right of the Employer to introduce technological change for the purpose of improving operating efficiency.
- 31:02 Where a technological change is to be implemented which (a) affects the terms and conditions, or security of employment of a significant number of employees to whom the Collective Agreement applies; and (b) 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.
- 31:03 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 side, to discuss and resolve, if possible, all matters pertaining to the proposed change.
- 31:04 When a requirement exists for a significant change in skill level of employees, the Employer agrees to provide, subject to the employees' abilities, training and sufficient time in order that affected employees may acquire the skills necessitated by the change.
- 31:05 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.
- 31:06 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 32: OCCUPATIONAL HEALTH AND SAFETY

32:01 Mutual Cooperation

The Employer and the Union agree to cooperate in improving the occupational health and safety of employees and in educating employees and supervisors in proper safety practices and procedures. There shall be no discrimination or penalty when employees comply with the Occupational Health and Safety Regulation.

32:02 Hazardous Materials (W.H.M.I.S.)

The Employer agrees to maintain the Workplace Hazardous Materials Information System in accordance with the Workers' Compensation Board Industrial Health and Safety Regulations.

32:03 Occupational Health and Safety Committees

The parties agree to establish Occupational Health and Safety Committees in

accordance with the Workers' Compensation Board Regulations.

32:04 Toilet Facilities

Wherever possible, the Employer shall provide suitable toilet facilities on the job, for outside construction crews working in built-up residential areas.

32:05 Clothing

- (a) Coveralls, rubber boots, hearing protection, hard hats and gloves will be issued when, in the opinion of the Parks and Public Works Occupational Health and Safety Committee, or the Director of Engineering, or her/his designate, or the Director of Parks, Recreation and Community Services, or her/his designate, they are required because of the extraordinary nature of the regular duties performed.
- (b) A minimum of one shirt and one pair of shorts for lifeguards shall be provided by the Employer for Recreation Division employees required to wear uniforms on duty. The Employer shall be responsible for replacing uniforms as required due to normal wear and tear or damage. Cleaning is the responsibility of the employee.
- (c) Permanent Facility Operations employees will receive a minimum of two (2) shirts on commencement of employment. Casual employees will receive one (1) shirt if requested. The Employer shall be responsible for replacing uniforms as required due to normal wear and tear or damage. Cleaning is the responsibility of the employee.

32:06 Alcohol and Drug Rehabilitation

Support for alcohol and drug rehabilitation will be provided by the Employer through the Employee and Family Assistance Program and the Long Term Disability Plan, as are appropriate.

32:07 Dry Cleaning

The Employer shall have the uniforms of the Pound employees dry cleaned at no cost to the employee, as required.

32:08 Safety Footwear Allowance

- (a) A boot allowance of one hundred dollars (\$100.00) per annum shall be paid to Waterworks Meter Readers, and suitable caps and badges shall be provided by the Employer.
- (b) For permanent employees who have passed their probationary period, the Employer shall contribute one hundred dollars (\$100.00) annually towards the purchase of footwear required by Workers' Compensation Board Regulations.

32:09 Immunization

All permanent employees whose duties bring them into contact with garbage, sewage (including storm) and first-aid attendants shall, if requested by the employee, be immunized against Hepatitis A and B at the Employer's expense.

ARTICLE 33: SEXUAL AND PERSONAL HARASSMENT

33:01 The Employer and the Union recognize the right of employees to work in an environment free from sexual/personal harassment and agree to cooperate in attempting to resolve, in a confidential manner, all complaints of sexual/personal harassment which may arise in the work place. The complainant and the alleged harasser and any witnesses or co-workers interviewed, shall be advised they have the right to have a Union representative present at all meetings.

33:02 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.

33:03 For the purposes of this Agreement, personal harassment shall be defined as any behaviour consisting of offensive comments or actions which demean, belittle, or intimidate an individual or causes personal humiliation or undermines an employee's health or job performance, or endangers an employee's employment status or potential, except that this clause shall not be used to circumvent the disciplinary and/or performance appraisal procedures. This Article relates to interpersonal relationships only.

33:04 Cases of sexual/personal harassment shall be considered as discrimination and, if not resolved on a confidential basis pursuant to Section 33:01 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.

ARTICLE 34: CONTRACTING OUT

34:01 All subcontractors 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. For the purpose of this Article, the term "wages" shall mean unloaded wages as listed in the Wage Schedules attached to this Agreement.

34:02 The Employer agrees that no permanent employee shall be laid off and placed on the recall list, and fail to be recalled or otherwise terminated, as a result of contracting out of bargaining unit work normally performed by permanent employees.

34:03 All subcontractors must meet Workers' Compensation Board safety standards as set down by the Workers' Compensation Board.

ARTICLE 35: EMPLOYEE RECORDS

35:01 Each employee shall be entitled to receive upon request, a record of her/his sick leave standing and a copy of any performance appraisal or disciplinary action which is added to her/his personnel file in the office of Human Resources.

ARTICLE 36: DISCIPLINE

36:01 Discipline

- (a) An employee may be subject to immediate dismissal or suspension for just cause.
- (b) Meetings which take place with an employee, where disciplinary action is to be taken, shall have a shop steward present.
- (c) When an employee is disciplined in writing by the Employer, the letter shall contain full disclosure of the reasons, grounds for action and/or penalty, with a copy to the Union.
- (d) In cases of discharge and/or suspension, the burden of proof of cause shall rest with the Employer. In a subsequent grievance proceeding or arbitration hearing, evidence shall be limited to the grounds stated in the discharge/suspension notice to the employee.
- (e) The Employer shall give every reasonable consideration to a request in writing from an employee to remove from her/his personnel file any written letter of discipline. Any disciplinary document may be removed at the discretion of the Employer, provided a minimum of twenty-four (24) months has elapsed from the date of issuance, and there has been no further disciplinary action affecting the employee. Performance appraisals are not disciplinary documents.

36:02 Union Notification

The Union shall be notified of all dismissals, suspensions and discipline of employees within two (2) working days of such dismissal, suspension, or discipline unless the discipline is verbal in which case the presence of a Shop Steward shall be considered union notification.

ARTICLE 37: REHABILITATION AND RETRAINING PROGRAM

37:01 The Employer and the Union accept their mutual obligation to accommodate individuals with disabilities and to work closely with both the disabled employees and with those employees who will be affected by an accommodation.

- (a) The Employer and the Union agree to each appoint one representative to assist employees who are permanently disabled and unable to carry out their full pre-disability duties.

- (b) The representatives will assist disabled employees in returning to her/his former position or another position that they are qualified and capable of filling.
- (c) The representatives will follow established principles of medical accommodation in order to promote a safe return to work for disabled employees.
- (d) The parties agree that employees requiring a Duty to Accommodate who possess the requisite qualifications, skills and ability will be placed in a vacant position without a posting.
- (e) When operational requirements permit, an employee who is disabled or, as a result, is permanently unable to perform her/his normal job duties may, through mutual agreement of the parties on an individual case by case basis, be permitted to bump into any given position provided the said disabled or infirmed employee has the qualifications, experience, skill and ability, that are relative to the requirements of the job, provided such position is occupied by a junior employee and provided that no upward bumping shall be permitted under this Article.
- (f) Employees receiving special placement under this Article shall be paid the rate for the job into which they bump and shall serve an appraisal period not exceeding six (6) calendar months in the new position. Nothing in this Article in any way prejudices the Employer's right to terminate employees for culpable or non-culpable reasons.

ARTICLE 38: MULTI-EMPLOYER AGREEMENT

38:01 The parties hereto recognize and agree that wherever the word "Employer" is used in the Collective Agreement or any Letter of Understanding attached hereto, it shall mean the Corporation of the District of Saanich in relation to the employees of the District and it shall mean the Police Board in relation to those employees working within the Saanich Police Department who are included within the certification of the Union.

38:02 For purposes of collective bargaining, ratification of the collective agreement and strike or lock-out, employees of the District and the Police Board shall be considered as one entity under the certification of C.U.P.E. Local 2011.

38:03 For purposes of seniority accrual and its application, the District and Police Department operations shall be considered as one bargaining unit.

ARTICLE 39: VOLUNTEERS

39:01 The Employer shall not use volunteers to perform the established duties of bargaining unit employees.

ARTICLE 40: BULLETIN BOARDS

40:01 The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union and the Employer shall have the right to post notices of meetings, or such other notices as may be of interest to the employees.

ARTICLE 41: TERM OF AGREEMENT

41:01 Term

This Agreement shall be in effect from and including January 1, 2020, to and including December 31, 2021, 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, 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.

41:02 Continuation Clause

Should either party give written notice to the other party in accordance with Section 41:01, 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 lock-out, or the parties shall conclude a renewal or revision of this Agreement, or a new Agreement.

41:03 Section 50, Labour Relations Code

Subsection 2 and 3 of Section 50 of the Labour Relations Code of British Columbia shall be inoperative and shall not be applicable to this Agreement.

41:04 Retroactivity

- (a) Following negotiations, within thirty (30) days of the acceptance by both parties of the terms and conditions of an Agreement, the legal Agreement will be executed by the official representatives of the two parties.
- (b) Retroactive pay shall be paid at the earliest date practical, and not later than thirty (30) calendar days following the date of the signing of this Agreement.

ARTICLE 42: LETTERS OF UNDERSTANDING

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

- | | |
|--------------------------------|---|
| Letter of Understanding No. 1 | Student Employment Programs |
| Letter of Understanding No. 2 | Job Sharing |
| Letter of Understanding No. 3 | Casual Employee Parks and Public Works Call Lists |
| Letter of Understanding No. 4 | Recreation Employee Call List |
| Letter of Understanding No. 5 | Hours of Work - Grandfathered Employees |
| Letter of Understanding No. 6 | Self-Directed Hours of Work |
| Letter of Understanding No. 7 | Refuse Collectors Work Schedule - Same Day Refuse Collection |
| Letter of Understanding No. 8 | Statutory Holidays in Continuous Operations - Facility Operations Employees |
| Letter of Understanding No. 9 | Article 30.11 Workers Compensation Supplement, Article 28.04 Supplemented Employment Insurance Benefits |
| Letter of Understanding No. 10 | Review of the Implementation of the Memorandum of Settlement Dated November 28th, 2019 |
| Letter of Understanding No. 11 | Seniority |

IN WITNESS WHEREOF the parties hereto have caused this Collective Agreement to be executed this 4 day of March, 2021 in the District of Saanich, Province of British Columbia.

FOR THE EMPLOYER:

FOR THE UNION:

THE SEAL OF THE CORPORATION OF
THE DISTRICT OF SAANICH

SEALED WITH THE SEAL OF
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2011

was hereunto affixed in the presence of:


in the presence of:



Mayor



Chair, Negotiating Committee



Municipal Clerk




President

FOR THE POLICE BOARD:

SIGNED, SEALED AND DELIVERED BY
THE SAANICH POLICE BOARD

in the presence of:



Chief Constable

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING NO. 1

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the "Employer")

AND:

THE POLICE BOARD OF THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2011
(hereinafter referred to as the "Union")

Student Employment Programs

During the life of the current Collective Agreement, that the official signing officers of the Union will sign jointly with the Employer, any application by the Employer to a senior government to enable the Employer to receive senior government assistance in salary sharing for seasonal employment of students, provided the participation in such plan does not directly result in the lay off or failure to recall permanent employees and provided further that:

- (1) Persons employed under the government plan shall be employed as Casual employees as defined in Section 1:06 of the Collective Agreement and in accordance with an established job description.
- (2) The tasks involved in such projects are not ones which could reasonably be expected to be undertaken by existing permanent employees within the foreseeable future.
- (3) The Union, through the Labour-Management Committee, shall be provided with all Government Funded Program information, including the rates of pay.
- (4) Each project application will be presented to the Union, through the Labour-Management Committee, where possible, at least two (2) weeks prior to the deadline for the application, to allow adequate time for review and/or consultation between the parties. If necessary a special meeting of the Labour-Management Committee shall be called to assess such applications.
- (5) No changes will be made to projects after they have been approved, without consulting Labour-Management Committee.

LETTER OF UNDERSTANDING NO. 2

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the "Employer")

AND:

THE POLICE BOARD OF THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2011
(hereinafter referred to as the "Union")

Job Sharing

On approval by the Employer, a permanent full-time position may be shared as defined below:

Definitions

"Job sharing proposal" is a document, initiated by two employees, which outlines their request to become part-time employees, and recommends how the duties of a position previously performed by one full-time employee, can be divided to accommodate their request.

"Job sharing arrangement" is where two part-time employees perform the duties of a position previously performed by one full-time employee.

"Partners" are part-time employees participating in a job sharing arrangement.

Job Sharing Arrangement

- A job sharing proposal must be filled out by the two requesting employees, and presented to the Manager of Human Resources or her/his delegate for consideration, with a copy to the Union.
- All job sharing proposals shall come from involved employees, not the Employer.
- Eligible partners must be:
 - (a) qualified for the position to be shared;
 - (b) be a Permanent employee;
 - (c) at the same classification or higher than the position being shared;
 - (d) in the same or higher pay grade;
 - (e) in the event that the conditions in (c) and (d) are not met, then the eligible partner must be selected as a result of a posting.

- The Employer or either partner may terminate the job share arrangement.
- The original incumbent always retains the rights to the full position.
- If the original incumbent terminates employment, the position shall be posted full-time.
- If the original incumbent terminates the arrangement by wanting to take the job back full-time, the displaced partner retains the right to bump according to Article 15:04.
- The displaced partner may not bump into the re-established full-time position that has resulted from the terminated job share.
- If the second partner terminates the arrangement, the original incumbent retains the full position. The original incumbent, at her/his option, may enter into another sharing arrangement. If the latter is the case, then a posting shall take place to fill the vacant partnership.
- If both partners are new to the position, then the senior partner shall be deemed the original incumbent.
- Both partners shall be covered by all provisions of the Collective Agreement that apply to a permanent part-time employee.
- If either partner vacates the arrangement due to being successful in a bid for a competition, the arrangement shall be deemed terminated.
- The Employer may, due to operational requirements, increase one partner's work hours up to full-time to cover the other's absence. This shall not be a permanent change of hours.
- Job Sharing Proposal

The job sharing proposal shall contain:

- A written statement signed by both partners requesting part-time employment in order to job share as outlined in the proposal;
- A description of how the job duties and responsibilities may be shared;
- Details on what arrangements the partners will make to share necessary information with each other, with clients, with colleagues, and with the supervisor;
- A proposal of how workload priorities will be determined by the partners on an ongoing basis;
- The preferred work schedule of each partner.

LETTER OF UNDERSTANDING NO. 3

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the "Employer")

AND:

THE POLICE BOARD OF THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2011
(hereinafter referred to as the "Union")

Casual Employee Parks and Public Works Call Lists

The Employer shall establish one (1) Casual employee Call List which shall apply for purposes of contacting Casual employees to work in the Parks and the Public Works Divisions.

The Employer shall place the names of individuals it is willing to consider for casual employment in the Parks and the Public Works Divisions on the Call List in rank order based upon the hours of work they have previously accumulated. This list shall be updated every week. When any individual has not worked for the Municipality for twelve (12) months her/his name shall be removed from the list and should the Municipality subsequently re-employ her/him, s/he shall be required to commence a new accumulation of hours for purposes of the list. The Employer also reserves the right to add to and remove names from the list at any time without restriction, with written notice to the individual and the Union within five (5) working days. Actions by the Employer under this Letter are subject to the grievance procedure.

When the Employer requires casual employees in the Parks or the Public Works Division, it shall first consider individuals on the Call List who, in the opinion of the Employer, have the qualifications, experience, skill and ability relative to the requirements of the job to perform the work in question, starting with the top name on the list and working downward.

A telephone call to the person's last telephone number(s), maximum two (2), as on file with the Employer, between the hours of 6:00 a.m. to 8:30 a.m., and 2:30 p.m. to 4:00 p.m. shall represent a "call" under this Letter, it being understood that any individual shall not be called more than once for any work assignment in one work day. If any individual cannot be contacted or is not prepared to accept the work in question, s/he shall be bypassed, with the Employer moving to the next person in rank order having the required qualifications, experience, skill and ability that are relative to the requirements of the job. A record shall be kept by the Employer of the time and date of all calls made under this Letter. A person who refuses three (3) calls shall have her/his

name removed from the list.

It is understood that any individual may request the Employer to temporarily remove her/his name from the list for a specified period and when, in the opinion of the Employer, the circumstances of such individual warrants and operational requirements permit, this request shall be granted. After completion of this approved leave, s/he shall have her/his name reinstated on the list in its appropriate ranking.

LETTER OF UNDERSTANDING NO. 4

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the "Employer")

AND:

THE POLICE BOARD OF THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2011
(hereinafter referred to as the "Union")

Recreation Employee Call List

1. The Employer shall establish separate employee call lists for Aquatics, Building Service Works, Reception and Cashiers, which shall apply for the purposes of contacting Recreation Division employees who work less than a full-time work schedule.
2. The Employer shall place the names of these employees in separate job function call lists at each site based upon the accumulated hours of work. The lists shall be updated prior to the drafting of new schedules or quarterly, whichever is appropriate.
3. The Employer shall set up clearly definable scheduling periods within the year as set out in Article 16:08. These scheduling periods and actual shifts may vary between facilities or work units. Prior to the upcoming seasonal or program scheduling periods, all these employees are expected to indicate which days / hours they are available to work. The Employer will compile a seniority call list based upon availability for call in work during those scheduling periods.
4. An employee who refuses two (2) calls for work during a particular scheduling period without reasonable cause shall have her/his name moved to the bottom of the call list for the duration of that scheduling period. An employee who refuses three (3) calls for work during a particular scheduling period without reasonable cause shall have her/his name removed from the call list for the duration of that scheduling period. Actions by the Employer under this Letter are subject to the grievance procedure.
5. When an employee is needed to work a shift, the Employer shall first offer the shift to permanent part-time employees who, in the opinion of the Employer, have the qualifications, experience, skill and ability relative to the requirements of the job to perform the work in question, in accordance with Article 16:08 (c) and (d). A record shall be kept by the Employer of the time and date of all calls for shift

replacement made under this Letter for a minimum of a two (2) month period.

NOTE: Shifts that would result in overtime for an employee will not be offered without specific approval of the manager or designate.

6. The employee is responsible for securing her/his own replacement in accordance with (5) above if s/he determines that s/he is unable to work a shift 14 calendar days or less from the start of the shift. The employee will find a replacement using the call list, starting with the most senior employee on the list and working downward. The employee shall then submit a tracking form forty-eight (48) hours in advance of a shift change to the Employer. If this tracking form is not submitted within forty-eight (48) hours, the Employer may refuse the shift change. Employees who require a replacement within four (4) hours of shift commencement may find a replacement without using the call list, however, if this occurs more than once for a particular employee in a particular season, there shall be a review by the Employer and the Union.
7. A telephone call to the employee's last telephone number(s), maximum of two (2), as on file with the Employer, shall represent a "call" under this Letter. A message should be left in the case of the employee not being home, where possible. If there is no immediate answer, the next employee will be called until the shift is filled. If an employee cannot be contacted or is not prepared to accept the shift in question, pursuant to (4) above, they shall be bypassed, moving to the next employee in rank order having the required qualifications, experience, skill and ability relative to the requirements of the job.

LETTER OF UNDERSTANDING NO. 5

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the "Employer")

AND:

THE POLICE BOARD OF THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2011
(hereinafter referred to as the "Union")

Hours of Work - Grandfathered Employees

The parties agree that those employees who hold positions identified as continuous operations to which they were appointed prior to the date of ratification are grandfathered in their current hours of work, unless the posting to which they applied indicated hour/shifts were subject to change.

LETTER OF UNDERSTANDING NO. 6

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the "Employer")

AND:

THE POLICE BOARD OF THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2011
(hereinafter referred to as the "Union")

Self-Directed Hours of Work

The parties agree as follows:

For the term of this collective agreement, the parties agree to implement a voluntary self-directed hours plan based on the following criteria and guidelines for certain classifications of employees in the Recreation Division:

1. Classifications:

Program Technician
Programmer I
Programmer II
Programmer III

2. The reason for this letter of understanding is to provide employees with the flexibility to self-determine their hours of work yet still provide management with an "alert" tracking system to aid an employee with managing their workload when needed. The employer representative (Section Manager) approval is not required for those instances requiring work over the normal 35 hours a week which add up over a work cycle to less than 21 hours. Once an employee's extra work adds up to more than 21 hours in a work cycle, the employee must meet with the Section Head to set up a specific monitored work cycle. Wherever possible, employees shall make every effort to reschedule their work to allow accomplishment of all irregular tasks while remaining within a thirty-five (35) hour work week.

3. Once an employee's extra work adds up to more than 21 hours in a work cycle, the employee must meet with the Section Head to set up a plan to take the time over 21 hours off within eight weeks of incurring it for Program Technicians and Programmer I's and twelve weeks of incurring it for Programmer II's and III's. The employees must endeavour to have less than 21 hours accrued whenever possible.

4. The employee will schedule and self-manage her/his workload and schedule to meet operational requirements and expectations over a work cycle. Program Technicians and Programmer I's shall be covered by a 280 hour, eight (8) week work cycle. Programmer II and III's shall be covered by a 420 hour, twelve (12) week work cycle.
5. Employees covered under this letter of understanding may work up to twelve (12) hours a day and may work in excess of thirty-five (35) hours per week without receiving payment for overtime. Overtime will be paid for hours worked in excess of: 280 hours for an eight (8) week cycle; 420 hours for a twelve (12) week cycle. Employees shall endeavour to have two consecutive days of rest every week wherever possible. Overtime will also be paid for any work performed on the second consecutive day of rest in the employee's basic work schedule, provided overtime is authorized in advance by the Facility Manager.
6. The employee will continue to be paid her/his regular salary bi-weekly, and any overtime pay will be reconciled and paid at the end of each work cycle (either eight week or twelve week, depending upon the employee's classification). It is the employee's responsibility to provide a written summary to the Section Head to be cc'd to the Director of Parks, Recreation and Community Services, or her/his designate, of any pending overtime for approval which is likely to be paid out at the end of the cycle, 30 days in advance of the end of their particular 8 or 12 week work cycle. However failing to do so will not prejudice their right to be paid appropriately for this time.
7. Upon mutual agreement between the Section Manager and employee, any overtime worked may be banked at the appropriate rates and scheduled as time off in lieu of payment at a mutually agreeable time.
8. The union will be advised, in a timely manner, in writing of the names, positions, departments and basic work schedules of employees participating. Upon request, a written record of the hours worked by each employee during a work cycle will be provided to the Union.
9. Where this Letter of Understanding is silent or there is a dispute about its application, the parties will meet to attempt to resolve the dispute. Failing resolution, the terms of the collective agreement will apply.
10. The department may end the application of this Letter of Understanding to an individual employee in a designated classification by providing thirty (30) days written notice to the affected employee and Union. An employee may end the application of this Letter of Understanding to their position by providing thirty (30) days written notice to their facility manager and the Union.
11. Either party may terminate the provisions of this Letter of Understanding by providing thirty (30) days written notice to the other.
12. The work arrangements implemented under this Letter of Understanding constitute a Variation of Working Hours agreement under Article 16.03 of the collective agreement. All other articles of the collective agreement remain effect

unless explicitly altered by this letter of understanding.

Upon expiration, this Letter of Understanding will be null and void and cease to have any effect in the absence of express mutual agreement between the parties in writing to extend its effect.

LETTER OF UNDERSTANDING NO. 7

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the "Employer")

AND:

THE POLICE BOARD OF THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2011
(hereinafter referred to as the "Union")

Refuse Collectors Work Schedule - Same Day Refuse Collection

The parties agree as follows:

1. Pursuant to Article 16:03(a), Variation of Working Times, the Employer shall change the regular work week for Permanent full-time employees employed as Equipment Operator III - Refuse and Foreman - Solid Waste Collection, as well as any other employee (i.e. Permanent or casual) awarded a posted temporary full-time Equipment Operator III - Refuse or Foreman Refuse position, to a nine day work cycle over a two week period. Unless otherwise amended by this letter of understanding, the provisions of the collective agreement shall apply to such employees assigned to work the nine day refuse collection schedule.
2. The regular bi-weekly work schedule shall consist of a work week of five (5) consecutive working days, Monday to Friday inclusive, followed by a work week of four (4) consecutive working days, Tuesday to Friday inclusive. Where a Monday is scheduled as a regular day off, such day shall be considered as a Saturday equivalent for the purpose of overtime.

Effective January 2013, the one Monday off that was previously scheduled as a straight time work day (referred to as the "claw back day") will no longer be required. Work performed on this day shall be compensated in accordance with paragraph 2 above.

3. The regular work day shall consist of eight (8) consecutive hours commencing at 7:00 a.m. with an unpaid period of one-half (½) hour for a meal break.
4. The regular bi-weekly work schedule may include being scheduled to work on the statutory holidays listed in Article 20, Statutory Holidays, except for Christmas Day, Boxing Day and New Year's Day. There are nine (9) such statutory holidays on which an employee may be scheduled to work. The parties agree that Articles 20:02, 20:03 and 20:04 are amended to have no application to the

nine (9) statutory holidays as these are considered compensated in the regular bi-weekly work schedule, and shall be worked at straight time. When Christmas Day, Boxing Day and New Year's Day occur on what would be a scheduled Monday off, there will be no additional compensation in the form of wages or time off.

5. Permanent full-time employees (as well as other employees who are awarded a posted temporary full-time position) shall be paid a regular bi-weekly wage based on their hourly rate times eighty (80) hours.
6. It is the intention of the Employer, the Union and the refuse employees to work cooperatively to reduce work-related injuries and accidents.
7. A Solid Waste sub-committee of the Labour Management Committee shall be established comprised of two (2) representatives appointed by each party. The sub-committee shall only concern itself with solid waste issues arising out of this letter of understanding. Disputes over solid waste issues that are not resolved by the sub-committee shall be referred to the Labour Management Committee and are subject to the grievance and arbitration procedures of the collective agreement.
8. The Employer agrees to review its cost figures to better reflect the cost of refuse collection services in order to provide and retain solid waste services to multi-unit housing complexes.
9. Should the employer consider contracting out any of the solid waste services that are being carried out by members of the bargaining unit, the Union shall be notified in writing as to what is under consideration and shall afford the Union a reasonable opportunity to respond before any decision to contract-out is made. The Employer shall provide the Union with all pertinent information it has that may assist the Union in its response.
10. The parties agree that this Agreement shall be reviewed annually for the purpose of improving or refining service levels.

LETTER OF UNDERSTANDING NO. 8

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the “Employer”)

AND:

THE POLICE BOARD OF THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the “Employer”)

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2011
(hereinafter referred to as the “Union”)

Statutory Holidays in Continuous Operations - Facility Operations Employees

The parties agree as follows:

This letter of understanding is to clarify and formalize the method of calculating statutory holidays for Facility Operations employees who work nonstandard hours in a continuous operation. Calculations are based on the standard weekly hours of work for the work group which is thirty seven and a half (37½) hours.

The following three scenarios address the agreed upon method of calculating and recording statutory time:

1. **Statutory day worked:** When an employee works on a statutory day, s/he is paid straight time for the shift and banks actual hours worked at time and a half (1.5). E.g. 9.5 hrs worked x 1.5 = 14.25 hrs overtime banked.
2. **Statutory day not worked on regular scheduled work day:** When an employee takes the statutory day off s/he receives the day off with regular day’s pay. E.g. receives regular salary for the pay period with no time banked or withdrawn.
3. **Statutory day falls on regular scheduled day off:** When the statutory day falls on a regularly scheduled day off the employee shall receive banked time equal to the daily equivalent of a standard work week regardless of their normal weekly schedule. For example, an employee who works a 37.5 hour week would receive seven and a half (7.5) hours banked time even if they worked a four day schedule composed of nine and a half (9.5) hour days or a six day schedule of six and one quarter (6.25) hour days. This remains consistent with the annual statutory entitlement of 82.5 hours for employees who work a regular week of 37.5 hours.

LETTER OF UNDERSTANDING NO. 9

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the "Employer")

AND:

THE POLICE BOARD OF THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2011
(hereinafter referred to as the "Union")

**Article 30:11 Workers' Compensation Supplement, and
Article 28:04 Cost of Supplemented Employment Insurance Benefits**

1. The parties agree that for the term of the collective agreement, Article 30:11 shall read as follows:

Article 30:11 Workers' Compensation Supplement

- (a) When a permanent employee suffers an occupational injury approved by the Workers' Compensation Board under the Workers' Compensation Act, ninety percent (90%) of the employee's normal salary shall be continued for a period of not more than eight (8) calendar weeks, or until the status of the Workers' Compensation Board payment changes to disability pension, or other Workers' Compensation settlement, whichever occurs first.
 - (b) All monies payable to an employee by way of compensation for loss of wages under the said Act shall be paid to the Employer by the Workers' Compensation Board. In return, the Employer shall pay the employee ninety percent (90%) of her/his wages to which s/he would have been otherwise entitled, but for disability suffered or incurred by the employee, subject to the above maximum time limitation of eight (8) calendar weeks.
 - (c) Beginning with the ninth (9th) calendar week of disability, the Employer shall limit the amount paid to the employee to the amount of funds received from the Workers' Compensation Board. All benefits shall continue to be maintained in accordance with the provisions of the Collective Agreement.
2. The parties agree that for the term of the collective agreement, and on a without precedent basis in respect of any future agreements, Article 28:04 shall read as follows:

Article 28:04 Cost of Supplemented Employment Insurance Benefits

- (a) The Employer shall pay the full costs of Supplemented Employment Insurance (EI) Maternity Benefits provided for in Article 28:03 (a) and Supplemented EI Parental Benefits for biological mothers provided for in Article 28:03 (b).
- (b) The Employer and the Union agree to share the costs of the Supplemented EI Parental Benefits in Article 28:03 (b) for all other eligible employees as follows:
 - (i) The Employer agrees to pay the first eight thousand four hundred dollars (\$8,400.00) of Article 28:03 (b) benefits provided to eligible employees in each calendar year (the “Employer’s Contribution”).
 - (ii) When the Employer’s Contribution has been exhausted through payments to eligible employees, the Employer shall provide an accounting of these payments to the Union and thereafter, the Employer and the Union shall equally share the actual costs of each employee’s Article 28:03(b) benefits for the remaining portion of that calendar year (“the “Shared Costs”).
 - (iii) The Parties acknowledge and agree that the cost savings, if any, realized by the Employer through the changes to the Article 30:11 and 28:03 made in this Letter of Understanding (the “Benefit Changes”) are intended by the parties to fund the Union’s portion of the Shared Costs under Article 28:04(b)(ii).
 - (iv) At the end of each calendar year, the Employer shall provide to the Union an accounting of the payments made to employees under Article 30:11 and Article 28:03, an accounting of the Employer’s cost savings, if any, realized by the Benefit Changes, and an accounting of the Union’s portion of the Shared Costs under Article 28:04(b)(ii).
 - a. If the Benefit Changes realize cost savings for the Employer less than the Union’s portion of the Shared Costs under Article 28:04(b)(ii) in any calendar year, the Employer shall invoice the Union for an amount equal to the portion of the Shared Costs under Article 28:04(b)(ii) minus the cost savings, if any, realized by the Benefit Changes. The Union shall pay the Employer the total amount invoiced within thirty (30) days of each invoice date.
 - b. If the Benefit Changes realize more cost savings for the Employer than required to fund the Union’s portion of the Shared Costs under Article 28:04(b)(ii) in any calendar year, the parties agree that the amount of extra cost savings in that calendar year shall be used to cover the Union’s portion of the Shared Costs under Article 28:04(b)(ii) in the following

year or thereafter, or as agreed to in writing between the parties.

3. It is understood that this Letter of Understanding is subject to ratification by the principals of the parties.

LETTER OF UNDERSTANDING No. 10

BETWEEN:

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 2011.
(hereinafter referred to as the "Union")

AND:

THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the "Employer")

AND:

THE POLICE BOARD OF THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the "Employer")

Review of the Implementation of the Memorandum of Settlement
Dated November 28th, 2019

WHEREAS the Parties created permanent positions from a number of casual positions (formerly known as auxiliary) as a result of LOU 12 in the 2016-19 Collective Agreement, and

WHEREAS incumbents who chose not to have their hours increased were grandfathered and the additional hours were offered to other RPTs or casuals until the incumbent left the position, and

WHEREAS the number and size of FTEs created was the minimum that could be guaranteed at the time of signing the above MOS, and

WHEREAS the scope was limited to certain positions,

Therefore the Parties agree:

1. to reconvene the sub-committee to meet by January 29, 2021 to review the implementation;
2. the Employer will assess the feasibility of using hours that become available when grandfathered employees (to be identified by the Parties at implementation) vacate their positions to combine with other positions, and provide that assessment to the sub-committee;
3. to review the positions considered through the initial process under LOU 12 of the 2016 – 2019 Collective Agreement to assess any opportunity to further increase the number and size of FTEs;
4. to review the viability of creating new permanent positions in areas outside of the original scope of the above-referenced MOS;

5. to review the impact of the changes to permanent full-time positions on the application of Article 16:09 Temporary Shut Downs – Recreation Centres; and
6. this Letter of Understanding will expire on completion of the 2021 review.

LETTER OF UNDERSTANDING No. 11

BETWEEN:

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 2011.
(hereinafter referred to as the "Union")

AND:

THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the "Employer")

AND:

THE POLICE BOARD OF THE CORPORATION OF THE DISTRICT OF SAANICH
(hereinafter referred to as the "Employer")

Seniority

WHEREAS the Collective Agreement between the parties, in Article 13.04 Seniority Lists, refers to both seniority date and hours of work;

WHEREAS the District of Saanich (the District) had provided seniority lists that included both seniority date from date of hire and "Life to Date" hours until the District moved to the current Human Resources Information System (HRIS);

WHEREAS after January 2020 the HRIS system could not be programmed to accurately calculate seniority date for permanent part time and casual employees; and

WHEREAS the system can correctly record a seniority date for permanent full time employees.

THEREFORE THE PARTIES AGREE as follows:

- (a) There will be two (2) seniority lists provided to the Canadian Union of Public Employees Local 2011 (the Union). One will reflect the seniority of permanent full time staff by date of hire seniority per Article 13:01 (month, day, year) and Life to Date seniority hours, and the second will reflect the seniority of permanent part time and casual employees in Life to Date seniority hours only.
- (b) Seniority lists will be provided on a quarterly basis after the first close of both bi-weekly pay periods and will also reflect the following:
 - Status, Name, Position, Department, most senior employee at the top, and the most junior employee at the bottom.
- (c) Seniority lists will list employees in descending order of seniority.
- (d) The seniority date of a permanent part-time or casual employee who gains a permanent full-time position will be calculated by taking their life to date seniority

hours, dividing them by the daily hours of their permanent position, and counting back the normal paid days (including vacation and statutory holidays) to identify a seniority date.

- (e) In the event that two (2) employees whose seniority is in hours and not dates compete for a posted position and in accordance with Article 14:02 Factors Considered in Filling Posted Vacancies, their scores relative to the requirements are considered equal, their seniority will be compared. Should their seniority be within 500 hours the Employer will verify the standard full-time daily hours of a full-time worker in the position most regularly performed by each employee and divide their seniority hours accordingly. The resulting number of full days of work for each employee will then demonstrate who is more senior.

Appendix A - Saanich Police Records Support Clerks Schedule

1. Hours of Work

The annual hours of work exclusive of meal periods taken away from the work place, but including vacation, shall be based on one thousand eight hundred and twenty (1,820) hours per twenty-six (26) pay periods, which is an equivalent to thirty-five (35) hours per week (7 days) for a full-time employee, as determined by the annual pay periods cut off each year. A draft schedule is set out below and consists of the following:

- (a) Two (2) four (4) week schedules (hereinafter will be known as the eight (8) week schedule) which will repeat six and a half (6.5) times per year;
- (b) The first four (4) week schedule will consist of a shift pattern averaging forty (40) hours per week; and
- (c) The second four week schedule will consist of a shift pattern averaging thirty (30) hours per week.

NOTE: The schedule repeats six and one-half (6.5) times per year, therefore two (2) years are required to achieve the annual one thousand eight hundred and twenty (1,820) hours average.

The shift pattern for RSC's shall be as follows:

1. An eight (8) day rotation consisting of two (2) consecutive day shifts of eleven (11) hours starting at 06:30, excluding a one (1) hour lunch period which may be taken as one break or two (2) half-hour breaks. This will be defined as a "Day Shift" and "Regular Hours" for a day shift shall be eleven (11) hours.
2. Day Shifts will be followed by two (2) consecutive night shifts of nine (9) hours starting at 18:30 or 20:30, excluding a one (1) hour lunch period, followed by four (4) consecutive days off duty. This will be defined as a "Night Shift" and "Regular Hours" for a night shift shall be nine (9) hours.

	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Total hours
Week 1	11 hour day	11 hour day	9 hour night	9 hour night				Weekly 40 hours Total 40 hours
Week 2		11 hour day	11 hour day	9 hour night	9 hour night			Weekly 40 hours Total 80 hours
Week 3			11 hour day	11 hour day	9 hour night	9 hour night		Weekly 40 hours Total 120 hours
Week 4				11 hour day	11 hour day	9 hour night	9 hour night	Weekly 40 hours Total 160 hours
Week 5					11 hour day	11 hour day	9 hour night	Weekly 31 hours Total 191 hours
Week 6	9 hour night					11 hour day	11 hour day	Weekly 31 hours Total 222 hours
Week 7	9 hour night	9 hour night					11 hour day	Weekly 29 hours Total 251 hours
Week 8	11 hour day	9 hour night	9 hour night					Weekly 29 hours Total 280 hours

NOTE: Two (2) RSC's will be assigned to each platoon. For example, one (1) RSC per platoon will start at 18:30 in week 1 and 20:30 in week 2 and one RSC will start at 20:30 in week 1 and 18:30 in week 2.

2. Overtime

With the exception of work performed as part of the shift schedule described above, overtime rates shall apply for employees covered under this agreement as follows:

- (i) All hours worked in excess of the regular hours per shift as defined above, shall be paid at the rate of time and one-half (1½ X) for the first three (3) hours and double time (2X) thereafter.
- (ii) Unless already compensated pursuant to Section 2(i) above, in the event that in any established pay period, an employee works in excess of the number of hours scheduled in that pay period, then the excess shall be compensated at time and one-half (1½ X) for the first three (3) hours and double time (2X) thereafter.
- (iii) Overtime earned pursuant to Section 2(i) or 2(ii) will be credited or paid out in the pay period in which it was earned.

3. Annual Vacation and Sick Leave

- (a) Articles 19 and 21 of the Agreement shall apply.
- (b) For the purpose of calculating Vacation Entitlement as per Article 19:01 and Sick Entitlement as per Article 21:02, one (1) day of vacation or sick leave shall be equal to seven (7) hours.
- (c) RSC's vacation and sick time shall be granted in accordance with the actual hours of the employee's scheduled hours on the day they are on vacation or sick.

4. Statutory Holidays

- (a) As remuneration in lieu of the Statutory Holidays listed in Article 20:01, whether occurring on a rest day or on a regular work-day, permanent RSC's shall be granted eighty-four (84) hours statutory leave with pay for each full calendar year (reduced pro-rata for service of less than one (1) year and for permanent part-time employees) on January 1st of the year.
- (b) Permanent RSC's, who, because of their regular shift, actually work on the day that a statutory holiday falls, shall receive time off at a later date at the rate of one and one-half (1½) times the number of hours worked on each such holiday.
- (c) Article 20:06 applies to casual employees working on a statutory holiday.

5. Shift Differential

Article 18:06 shall apply in its entirety.

6. Rest Breaks

Employees working day shifts shall be entitled to three (3) fifteen (15) minute paid rest breaks. Employees working night shifts shall be entitled to two (2) fifteen (15) minute paid rest breaks. Such breaks shall not be scheduled at the start or end of their shift.

7. Casual Terms and Conditions

Casual RSC's shall be deemed to be a "permanent" employee for the duration of the shift(s) they are working for the purposes of rest breaks and overtime.

8. Covering at Other Desks

Nothing precludes a permanent RSC from being assigned alternate duties during their shift. Where applicable, acting pay will be applied.

Appendix B - Saanich Police Court Administration Services Schedule

1. Hours of Work

The annual hours of work exclusive of meal periods taken away from the work place, but including vacation, shall be one thousand eight hundred and twenty (1,820) hours per twenty-six (26) pay periods, which is an equivalent to thirty-five (35) hours per week (7 days) for a full-time employee, as determined by the annual pay periods cut off each year. A draft schedule is set out below and consists of the following:

- (a) Two (2), two week rotating schedules (hereinafter will be known as the two (2) week schedule) which will repeat twenty six (26) times per year whereby shifts are Sunday - Thursday followed by Monday - Thursday OR Tuesday - Saturday followed by Tuesday to Friday;
- (b) One (1) of the two (2) rotating shift pattern averaging thirty eight (38) hours per week; and
- (c) The second week of the rotating shift pattern averaging thirty two (32) hours per week.

The shift pattern for Court Administration Services shall be as follows:

1. A fourteen (14) day rotation consisting of four (4) consecutive day shifts of eight (8) hours starting at 06:30, excluding a one (1) hour lunch period followed by four (4) consecutive days of eight (8) hours and one day of six (6) hours to ensure seventy (70) hours bi-weekly. This will be defined as a "Day Shift" and "Regular Hours" for a day shift shall be eight (8) hours. In the event that the Ministry of Attorney General, B.C. Prosecution Service determines the requirement for extended evening Bail Hearings, the hours may be subject to change to support the Bail Hearing process. If the subsequent change is concerning to either the Union or the Employer, the parties will reconvene to discuss.

Position	Week	Day 1 Sun	Day 2 Mon	Day 3 Tue	Day 4 Wed	Day 5 Thu	Day 6 Fri	Day 7 Sat	Total Hours
PLATOON A	Week 1	8	8	8	8	6			Weekly 38 hours
	Week 2		8	8	8	8			Weekly 32 hours
									Pay period Total 70 hours
PLATOON B	Week 1			8	8	8	8		Weekly 32 hours
	Week 2			8	8	8	8	6	Weekly 38 hours
									Pay period Total 70 hours
PLATOON C	Week 1			8	8	8	8	6	Weekly 38 hours
	Week 2			8	8	8	8		Weekly 32 hours
									Pay period Total 70 hours
PLATOON D	Week 1		8	8	8	8			Weekly 32 hours
	Week 2	8	8	8	8	6			Weekly 38 hours
									Pay period Total 70 hours

2. Overtime

With the exception of work performed as part of the shift schedule described above, overtime rates shall apply for employees covered under this agreement as follows:

- (i) All hours worked in excess of the regular hours per shift as defined above, shall be paid at the rate of time and one-half (1½ X) for the first three (3) hours and double time (2X) thereafter.
- (ii) Unless already compensated pursuant to Section 2(i) above, in the event that in any established pay period, an employee works in excess of the number of hours scheduled in that pay period, then the excess shall be compensated at time and one-half (1½ X) for the first three (3) hours and double time (2X) thereafter.
- (iii) Overtime earned pursuant to Section 2(i) or 2(ii) will be credited or paid out in the pay period in which it was earned.

3. Annual Vacation and Sick Leave:

- (a) Articles 19 and 21 of the collective agreement shall apply.
- (b) For the purpose of calculating Vacation Entitlement as per Article 19:01 and Sick Entitlement as per Article 21:02, one (1) day of vacation or sick leave shall be equal to seven (7) hours.

- (c) For the purpose of this LOU, Court Administration Services' vacation and sick time shall be granted in accordance with the actual hours of the employee's scheduled hours on the day they are on vacation or sick.
- (d) On a trial basis in 2020, permanent Court Administration Services staff shall submit their requests for annual vacation by February 28, 2020. Vacation requests shall be approved by March 31, 2020 based on seniority, operational requirements and reasonable consideration to all staff. Late requests shall be approved subject to coverage.

4. Statutory Holidays

- (a) As remuneration in lieu of the Statutory Holidays listed in Article 20:01, whether occurring on a rest day or on a regular work-day, permanent Court Administration Services shall be granted eighty-four (84) hours statutory leave with pay for each full calendar year (reduced pro-rata for service of less than one (1) year and for permanent part-time employees) on January 1st of the year.
- (b) Permanent Court Administration Services, who, because of their regular shift, actually work on the day that a statutory holiday falls, shall receive time off at a later date at the rate of one and one-half (1½) times the number of hours worked on each such holiday.
- (c) Article 20:06 applies to Casual employees working on a statutory holiday.

5. Rest Breaks

Employees working day shifts shall be entitled to two (2) fifteen (15) minute paid rest breaks. Such breaks shall not be scheduled at the start or end of their shift.

6. Casual Terms and Conditions

Casual Court Administration Services shall be deemed to be a "permanent" employee for the duration of the shift(s) they are working for the purposes of rest breaks and overtime.

7. Covering at Other Desks

Nothing in this LOU precludes a permanent Court Administration Services from being assigned alternate duties during their shift. Where applicable, acting pay will be applied.

C.U.P.E. Wage Schedule A

Key: **I** Inside (7 or 7.5 hr. work day); **O** Outside (8 hr. work day); **C** Continuous Ops (7, 7.5 or 8 hr. work day)

Pay Grade	Point Range	Key	Position	2020	2021
A	170-184			\$27.30	\$27.84
		C	BSW I	\$27.30	\$27.84
		C	Customer Service- Recreation	\$27.30	\$27.84
		C	Facility Operations & Rec Labourer	\$27.30	\$27.84
		I	OHS Students	\$27.30	\$27.84
		I	Student Engineering Technician	\$27.30	\$27.84
		I	Student GIS Technician	\$27.30	\$27.84
		O	Student Parks Technician	\$27.30	\$27.84
		I	Student Survey Technician	\$27.30	\$27.84
		O	Water Meter Reader	\$27.30	\$27.84
B	185-199			\$28.04	\$28.60
		O	Compost Attendant	\$28.04	\$28.60
		O	Labourer	\$28.04	\$28.60
		O	Stockperson	\$28.04	\$28.60
C	200-214			\$28.67	\$29.25
		O	Auto Parts Person	\$28.67	\$29.25
		I	Customer Service/File Clerk (Eng)	\$28.67	\$29.25
		O	Greenskeeper	\$28.67	\$29.25
		O	Parks Worker I	\$28.67	\$29.25
		I	Tax Clerk	\$28.67	\$29.25
D	215-229			\$29.31	\$29.90
		O	Assistant Utility Operator	\$29.31	\$29.90
		I	Building Maintenance Worker	\$29.31	\$29.90
		I	Business Licence Clerk	\$29.31	\$29.90
		I	Customer Service Representative	\$29.31	\$29.90
		I	Customer Service/File Clerk (Inspection)	\$29.31	\$29.90
		I	Facility Operations Clerk	\$29.31	\$29.90
		O	Maintenance Waste Collector	\$29.31	\$29.90
		O	Maintenance Worker I- St Ops	\$29.31	\$29.90
		O	Parks Refuse Collector	\$29.31	\$29.90
		I	Planning Assistant Clerk	\$29.31	\$29.90
		I	Printing and Mail Technician	\$29.31	\$29.90
		I	Records Maintenance Customer Ser	\$29.31	\$29.90
		E	230-244		
C	BSW II- Arena			\$30.11	\$30.71
C	BSW II- Pool			\$30.11	\$30.71
I	Committee Clerk Assistant			\$30.11	\$30.71
I	Community Engagement Assistant			\$30.11	\$30.71
I	Inspections Assistant / CS Clerk			\$30.11	\$30.71
I	Planning Clerk			\$30.11	\$30.71
O	Public Works Payroll Entry Clerk			\$30.11	\$30.71
C	Records Support Clerk			\$30.11	\$30.71
C	Recreation Receptionist			\$30.11	\$30.71
I	Revenue Clerk / Cashier			\$30.11	\$30.71
O	Sign Installer			\$30.11	\$30.71

C.U.P.E. Wage Schedule A

Key: **I** Inside (7 or 7.5 hr. work day); **O** Outside (8 hr. work day); **C** Continuous Ops (7, 7.5 or 8 hr. work day)

Pay Grade	Point Range	Key	Position	2020	2021
		I	Utility Clerk	\$30.11	\$30.71
		O	Utility Operator I	\$30.11	\$30.71
F	245-259			\$30.94	\$31.56
		C	Administrative Support-Police	\$30.94	\$31.56
		O	Arboriculture Worker	\$30.94	\$31.56
		O	Backhoe Operator	\$30.94	\$31.56
		I	Bylaw Clerk	\$30.94	\$31.56
		I	Emergency Program Secretary	\$30.94	\$31.56
		I	Fire Secretary	\$30.94	\$31.56
		I	FOI File Coordinator	\$30.94	\$31.56
		I	Information Technology Assistant	\$30.94	\$31.56
		I	Inspections Scheduling & Commercial Clerk	\$30.94	\$31.56
		O	Irrigation Technician II	\$30.94	\$31.56
		O	Leaf Truck Operator	\$30.94	\$31.56
		I	Office Assistant- Finance	\$30.94	\$31.56
		I	OHS Assistant	\$30.94	\$31.56
		O	Parks Clerk	\$30.94	\$31.56
		O	Parks Worker II	\$30.94	\$31.56
		I	Payroll Clerk I	\$30.94	\$31.56
		O	Public Works Clerk	\$30.94	\$31.56
		O	Public Works Financial Clerk	\$30.94	\$31.56
		O	Public Works Safety Clerk	\$30.94	\$31.56
		C	Recreation Clerk	\$30.94	\$31.56
		I	Recreation Program, Secretary	\$30.94	\$31.56
		O	Relief Clerk	\$30.94	\$31.56
		O	Sign Manufacturer	\$30.94	\$31.56
		I	Staff Development Assistant	\$30.94	\$31.56
		O	Tandem Operator	\$30.94	\$31.56
		O	Underground Services Clerk	\$30.94	\$31.56
G	260-274			\$32.46	\$33.11
		I	Accounts Payable Clerk	\$32.46	\$33.11
		C	BSW Lead Hand	\$32.46	\$33.11
		I	Committee Clerk	\$32.46	\$33.11
		I	Corporate Graphic Technician	\$32.46	\$33.11
		I	Engineering Extension Liaison	\$32.46	\$33.11
		I	Engineering Technician II	\$32.46	\$33.11
		O	Flail Mower Operator	\$32.46	\$33.11
		I	Graphic Designer	\$32.46	\$33.11
		I	Historical Files Clerk	\$32.46	\$33.11
		C	Information Records Clerk	\$32.46	\$33.11
		O	Irrigation / Spray Technician	\$32.46	\$33.11
		O	Maintenance Worker II - Paint Crew	\$32.46	\$33.11
		O	Maintenance Worker II - St Ops	\$32.46	\$33.11
		I	Planning Graphic Technician	\$32.46	\$33.11
		C	Program Technician	\$32.46	\$33.11
		O	Refuse Truck Operator	\$32.46	\$33.11
		I	Secretary - Risk Management	\$32.46	\$33.11

C.U.P.E. Wage Schedule A

Key: **I** Inside (7 or 7.5 hr. work day); **O** Outside (8 hr. work day); **C** Continuous Ops (7, 7.5 or 8 hr. work day)

Pay Grade	Point Range	Key	Position	2020	2021
		I	Senior Cashier	\$32.46	\$33.11
		I	Senior Office Assistant- Purchasing	\$32.46	\$33.11
		O	Storeskeeper	\$32.46	\$33.11
		I	Survey Technician	\$32.46	\$33.11
		O	Sweeper Operator	\$32.46	\$33.11
		O	Utility Locator	\$32.46	\$33.11
H	275-289			\$33.23	\$33.90
		I	Accounting Clerk	\$33.23	\$33.90
		I	Administrative Assistant - Finance	\$33.23	\$33.90
		O	Automotive Parts Clerk - Certified	\$33.23	\$33.90
		I	Development Aide	\$33.23	\$33.90
		C	Digital Evidence Technician	\$33.23	\$33.90
		I	Disclosure Administrator	\$33.23	\$33.90
		I	Payroll Clerk II	\$33.23	\$33.90
		I	Senior Revenue Clerk	\$33.23	\$33.90
		O	Utility Operator II	\$33.23	\$33.90
I	290-304			\$34.02	\$34.70
		I	Administrative Assistant - Lands	\$34.02	\$34.70
		I	Administrative Assistant - Uniform	\$34.02	\$34.70
		C	Building Service Worker II - Supervisor	\$34.02	\$34.70
		C	Building Services - Supervisor	\$34.02	\$34.70
		I	Buyer	\$34.02	\$34.70
		C	Court Administration Services	\$34.02	\$34.70
		C	CPIC Key User	\$34.02	\$34.70
		C	Exhibit/Property Control Coordinator	\$34.02	\$34.70
		I	IT Support Technician	\$34.02	\$34.70
		I	Land Records Coordinator	\$34.02	\$34.70
		O	Natural Areas Practitioner	\$34.02	\$34.70
		I	Plan Checker	\$34.02	\$34.70
		I	Senior Utility Clerk - Billing	\$34.02	\$34.70
		I	Senior Utility Clerk - Meters	\$34.02	\$34.70
J	305-319			\$34.79	\$35.49
		I	Administrative Assistant - Engineering	\$34.79	\$35.49
		I	Administrative Supervisor - Fire	\$34.79	\$35.49
		O	Administrative Supervisor - Parks	\$34.79	\$35.49
		O	Administrative Supervisor - Public Works	\$34.79	\$35.49
		I	Capital Budget Coordinator	\$34.79	\$35.49
		O	Certified Golf Course Mechanic	\$34.79	\$35.49
		O	Certified Painter	\$34.79	\$35.49
		O	Certified Parks Painter	\$34.79	\$35.49
		O	Irrigation Technician III	\$34.79	\$35.49
		I	Landscape Technician	\$34.79	\$35.49
		O	Parks Turf Technician	\$34.79	\$35.49
		I	Payroll Clerk III	\$34.79	\$35.49
		C	Quality Control Reader	\$34.79	\$35.49
		I	Senior Committee Clerk	\$34.79	\$35.49

C.U.P.E. Wage Schedule A

Key: **I** Inside (7 or 7.5 hr. work day); **O** Outside (8 hr. work day); **C** Continuous Ops (7, 7.5 or 8 hr. work day)

Pay Grade	Point Range	Key	Position	2020	2021
K	320-334			\$35.69	\$36.40
		I	Administrative Assistant - Planning	\$35.69	\$36.40
		C	Administrative Supervisor - Recreation	\$35.69	\$36.40
		O	Arborist	\$35.69	\$36.40
		I	Archives Specialist	\$35.69	\$36.40
		O	Certified Carpenter	\$35.69	\$36.40
		O	Certified Parks Carpenter	\$35.69	\$36.40
		O	Chargehand I - Paint Crew	\$35.69	\$36.40
		O	Chargehand I - Street Operations	\$35.69	\$36.40
		O	Chargehand- Solid Waste Services	\$35.69	\$36.40
		C	Coord of Volunteers Crime Prevention	\$35.69	\$36.40
		C	Coordinator of Volunteers - Recreation	\$35.69	\$36.40
		C	Facility Technician	\$35.69	\$36.40
		O	Horticulturalist	\$35.69	\$36.40
		O	Parks Construction Chargehand	\$35.69	\$36.40
		O	Parks Permit Coordinator	\$35.69	\$36.40
		I	Permit Coordinator	\$35.69	\$36.40
		I	Pound Inspector	\$35.69	\$36.40
		I	Prime Coordinator	\$35.69	\$36.40
		C	Programmer I	\$35.69	\$36.40
		I	Recreation Systems Specialist	\$35.69	\$36.40
		O	Urban Forestry Technician	\$35.69	\$36.40
		O	Utility Operator III	\$35.69	\$36.40
L	335-349			\$37.34	\$38.09
		I	Accounting Technician	\$37.34	\$38.09
		O	Arboriculture Inspector	\$37.34	\$38.09
		O	Assistant Superintendent	\$37.34	\$38.09
		I	Bylaw Enforcement Officer	\$37.34	\$38.09
		O	Certified Electrician	\$37.34	\$38.09
		O	Certified Electrician - Facility Ops	\$37.34	\$38.09
		O	Certified Mechanic	\$37.34	\$38.09
		O	Certified Parks Mechanic	\$37.34	\$38.09
		O	Certified Plumber & Gas Fitter	\$37.34	\$38.09
		O	Certified Pump Mechanic	\$37.34	\$38.09
		I	Engineering Technician III	\$37.34	\$38.09
		O	HVAC & Refrigeration Mechanic	\$37.34	\$38.09
		I	Licence Bylaw Officer	\$37.34	\$38.09
		I	Park Use Coordinator	\$37.34	\$38.09
		I	Project Coordinator	\$37.34	\$38.09
		I	Records Supervisor	\$37.34	\$38.09
		O	Street Operations Technician	\$37.34	\$38.09
		I	Surveyor	\$37.34	\$38.09
		I	Sustainability Planner	\$37.34	\$38.09
		I	Systems Analyst I	\$37.34	\$38.09
		O	Traffic Signal Technician	\$37.34	\$38.09

C.U.P.E. Wage Schedule A

Key: **I** Inside (7 or 7.5 hr. work day); **O** Outside (8 hr. work day); **C** Continuous Ops (7, 7.5 or 8 hr. work day)

Pay Grade	Point Range	Key	Position	2020	2021
M	350-364			\$38.98	\$39.76
		O	Assistant Supervisor - Parks	\$38.98	\$39.76
		I	Building/Plumbing Officials	\$38.98	\$39.76
		O	Chargehand II	\$38.98	\$39.76
		I	Claims Analyst	\$38.98	\$39.76
		I	Engineering Assets Technician	\$38.98	\$39.76
		I	Environmental Education Coordinator	\$38.98	\$39.76
		I	Environmental GIS Analyst	\$38.98	\$39.76
		I	Information and Privacy Analyst	\$38.98	\$39.76
		O	Instrumentation Technician	\$38.98	\$39.76
		I	Parks Stewardship Coordinator	\$38.98	\$39.76
		I	Planning Technician	\$38.98	\$39.76
		I	Supervisor - Inspections Administration	\$38.98	\$39.76
		I	Supervisor - Revenue Collection	\$38.98	\$39.76
		O	Utility Operator IV	\$38.98	\$39.76
		O	Utility Operator Technician	\$38.98	\$39.76
N	365-379			\$40.65	\$41.46
		O	Assistant Supervisor - Street Ops	\$40.65	\$41.46
		I	Communication Specialist	\$40.65	\$41.46
		O	Coordinator, Fleet Police Mechanic	\$40.65	\$41.46
		O	Senior Certified Mechanic	\$40.65	\$41.46
		I	Senior IT Technician	\$40.65	\$41.46
		I	Sr Planning Technician - Research	\$40.65	\$41.46
		I	Tech and Building Services Supervisor	\$40.65	\$41.46
		O	Utility Assistant Supervisor	\$40.65	\$41.46
O	380-394			\$42.18	\$43.02
		I	Emergency Program Specialist	\$42.18	\$43.02
		I	Engineering Technician IV	\$42.18	\$43.02
		I	Financial Analyst	\$42.18	\$43.02
		I	Marketing & Communication Specialist	\$42.18	\$43.02
		I	Procurement Specialist	\$42.18	\$43.02
		O	Traffic Signal Technician II	\$42.18	\$43.02
		I	Sr Planning Technician - Subdivision	\$42.18	\$43.02
		O	Superintendent	\$42.18	\$43.02
		O	Supervisor, Stores	\$42.18	\$43.02
		I	Systems Analyst II	\$42.18	\$43.02
		C	Technical Services Supervisor	\$42.18	\$43.02
P	395-409			\$43.34	\$44.21
		I	Agricultural and Food Security Planner	\$43.34	\$44.21
		I	Engineering GIS Analyst	\$43.34	\$44.21
		I	Environmental Planner	\$43.34	\$44.21
		I	OHS Prevention Coordinator	\$43.34	\$44.21
		I	Park Planner/Designer	\$43.34	\$44.21
		I	Records Coordinator	\$43.34	\$44.21
		I	Senior Bylaw Enforcement Officer	\$43.34	\$44.21
		O	Senior Instrumentation Technician	\$43.34	\$44.21
		I	Senior Plumbing Official	\$43.34	\$44.21

C.U.P.E. Wage Schedule A

Key: **I** Inside (7 or 7.5 hr. work day); **O** Outside (8 hr. work day); **C** Continuous Ops (7, 7.5 or 8 hr. work day)

Pay Grade	Point Range	Key	Position	2020	2021
		O	Supervisor - Parks	\$43.34	\$44.21
		O	Supervisor - Public Works	\$43.34	\$44.21
		I	Supervisor, Surveyor	\$43.34	\$44.21
Q	410-424			\$44.52	\$45.41
		I	Financial Systems Analyst	\$44.52	\$45.41
		O	Parks Development Review Coord	\$44.52	\$45.41
		C	Programmer II	\$44.52	\$45.41
		I	Research Planner	\$44.52	\$45.41
R	425-444			\$45.85	\$46.77
		I	Intermediate Business Analyst	\$45.85	\$46.77
		I	Sustainable Energy Specialist	\$45.85	\$46.77
		I	Engineering Technician V	\$45.85	\$46.77
		I	Archives Supervisor	\$45.85	\$46.77
		C	Programmer III	\$45.85	\$46.77
		I	Senior GIS Analyst	\$45.85	\$46.77
S	445-464			\$47.79	\$48.74
		I	Accountant	\$47.79	\$48.74
		I	Engineering Supervisor	\$47.79	\$48.74
		I	GIS Coordinator	\$47.79	\$48.74
		I	Land Agent	\$47.79	\$48.74
		I	Senior Building Official	\$47.79	\$48.74
		I	Senior Business Analyst	\$47.79	\$48.74
		I	Senior Business Analyst-Engineering	\$47.79	\$48.74
		I	Senior Environmental Planner	\$47.79	\$48.74
		I	Senior Sustainability Planner	\$47.79	\$48.74
		I	Systems Analyst III - Team Lead	\$47.79	\$48.74
T	465-484			\$49.23	\$50.21
		I	Planner	\$49.23	\$50.21
U	485-504			\$50.75	\$51.76
		I	Subdivision Coordinator	\$50.75	\$51.76
V	505-524			\$52.50	\$53.55
		I	Development Coordinator	\$52.50	\$53.55
W	525- 544			\$54.32	\$55.40
		I	Senior Planner	\$54.32	\$55.40

C.U.P.E. Wage Schedule B

Job Title	2020	2021
Kitchen Helper	\$14.66	\$15.20
Program Attendant I	\$14.66	\$15.20
Food & Beverage Server	\$15.45	\$15.76
Snack Bar & Beverage Cart Attendant	\$15.45	\$15.76
Skate Attendant	\$17.42	\$17.77
Childminder	\$17.42	\$17.77
Program Assistant	\$17.79	\$18.14
Preschool Assistant	\$17.79	\$18.14
Facility Host - Off Site Locations	\$17.79	\$18.14
Café Server I	\$19.92	\$20.32
Licensed Preschool Assistant	\$19.92	\$20.32
Exhibition Assistant	\$21.04	\$21.46
Instructor I	\$21.04	\$21.46
Program Attendant II	\$21.04	\$21.46
Program Leader I	\$21.31	\$21.73
Inclusion Program Leader	\$21.31	\$21.73
2nd Cook	\$21.31	\$21.73
Café Server II	\$21.91	\$22.35
Facility Attendant	\$21.91	\$22.35
Instructor II	\$22.84	\$23.29
Preschool Instructor	\$22.84	\$23.29
Aquatic Instructor II	\$23.17	\$23.64
Aquatic Instructor II/Lifeguard	\$23.17	\$23.64
Lifeguard	\$23.17	\$23.64
Aquatic Instructor III	\$24.04	\$24.52
1st Cook	\$24.06	\$24.54
Youth Leader II	\$24.06	\$24.54
Licensed Preschool Instructor	\$24.06	\$24.54
Ceramics Studio Technician - (Team Leader)	\$25.51	\$26.02
Team Leader	\$25.51	\$26.02
Instructor III	\$25.79	\$26.30

NOTE: These positions are based on an 8-hour work day and are continuous operations, with the exception of the permanent Team Leader, which is based on a 7-hour work day.

The parties agree that adjustments to Schedule B rates of pay and/or relocation of positions to Schedule A are subject to future discussion or negotiations.