

COLLECTIVE AGREEMENT

The Capital Regional District

And

**Canadian Union of
Public Employees
Local 1978**



Making a difference...together



January 1, 2022 - December 31, 2024

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COLLECTIVE AGREEMENT

BETWEEN:

THE CAPITAL REGIONAL DISTRICT
(hereinafter called the "District" or "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1978
(hereinafter called the "Union")

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

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

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

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

NOW THEREFORE the Parties agree with each other as follows:

ARTICLE 1, DEFINITIONS

1.01 Party

Means either of the Parties signatory to this Agreement.

1.02 Employee

Means any person defined as such by the *Labour Relations Code of British Columbia* who is employed in one (1) of the categories listed below (Articles 1.03 through 1.06 inclusive), save and except those persons excluded from the bargaining unit by mutual agreement of the Parties.

1.03 Regular Full-Time Employee

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

1.04 Regular Part-Time and Regular Seasonal Employee

- (i) Is an employee occupying a position listed in the Wage/Salary Schedule(s) attached hereto, who has successfully completed the requirements of the probationary period and who works less than a full-time regular employee, yet at least one half (½) the normal fulltime work schedule per year.

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

- (ii) Regular part-time employees who are working an established schedule shall be offered, in order of seniority, additional available hours of work (which do not conflict with their existing schedule) over auxiliary employees provided such work is within their department, program area, work site and job in which the employee presently works.
- (iii) The foregoing provision of clause (ii) above shall not apply to caretakers, employees employed in recreation facilities, or auxiliary employees scheduled to work on statutory holidays.

1.05 Auxiliary Employee:

- (i) Auxiliary employee means an employee of the bargaining unit not employed as a regular employee and may be employed for:
 - (a) relief of a regular employee on vacation leave, sick leave, workers' compensation, compassionate leave, education leave or other leaves of less than one (1) year duration.
 - (b) notwithstanding clause 1.05 (i) (a) **relief of a regular employee on long-term disability for a duration up to 24 months, or** relief of a regular employee on maternity leave and parental leave.
 - (c) non-repetitive projects of less than one (1) year duration. However, in the event the employment is extended beyond the one (1) year period, at the one (1) year anniversary date the employee shall be converted to regular status pursuant to Article 1.03 or 1.04 above.
 - (d) work of an emergency nature.
- (ii) Auxiliary employees include employees who work less than regular part-time and regular seasonal employees.

1.06 Probationary Employee

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

1.07 Regular Part-Time and Regular Seasonal Employee Benefits

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

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

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

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

1.08 Auxiliary Employee Terms and Conditions of Employment

- (i) At the time of hire an auxiliary employee shall receive notice in writing from the Employer of the nature of their employment, expected duration of employment, classification and rate of pay.
- (ii) Other articles of this Agreement notwithstanding, an auxiliary employee shall not be entitled to the terms and conditions of this Agreement, save and except as follows:
 - (a) the definition of an "auxiliary employee " as set out in Article 1.05.
 - (b) the Union Security and Check-off provisions set out at Article 3.01 - Union Membership, Article 3.02 - Union Dues, and Article 3.03 - Dues Receipts.
 - (c) the receipt of a copy of the Collective Agreement as set out at Article 4.01 (ii).
 - (d) the provisions of the grievance and arbitration procedures of Article 7 and Article 8.
 - (e) Article 9.02 (ii) and (iii) shall apply to auxiliary employees. An auxiliary employee shall have their auxiliary service accumulated for purposes of regular seniority pursuant to Article 9.03.

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

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

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

- (f) the Posting and Filling of Vacancies provisions of Applications by Auxiliary employees at 10.03, and Factors Considered in Filling Posted Vacancies at Articles 10.02 (i), 10.02 (ii) and 10.02 (iii).
- (g) the Irregular Work Schedules provision at Article 12.05, the Reporting Pay provision at Article 12.08, and the Meal Breaks provision at Article 12.09.
- (h) the Overtime Rates provisions of Article 13.01 and the Call-Out provisions at 13.04.
- (i) An auxiliary employee employed in classifications listed in Schedules "A1" and "A2" shall be paid not less per hour than the equivalent of the established rate for the position. Article 15.01 - Schedules "A1", "A2", and "B" shall apply to auxiliary employees.
- (j) An auxiliary employee shall be eligible for a salary increment upon completion of the hourly equivalent of twelve (12) months' work of a regular employee (one thousand eight hundred twenty (1820) hours for a thirty-five (35) hour/week employee or two thousand and eighty (2080) hours for a forty (40) hour/week employee) and the provisions of Article 16.01 - Earned Increments shall apply to auxiliary employees.
- (k) In lieu of health and welfare entitlements, vacation entitlements, statutory holiday pay, sick leave and such benefits, an auxiliary employee will receive fourteen per cent (14%) of their gross wage earnings. **All auxiliary employees shall be entitled to five (5) paid sick days per year upon completion of ninety (90) days of employment. Employees working less than full-time hours shall receive their average day's pay in accordance with the *BC Employment Standards Act*.**
- (l) the Pay While Relieving in a Higher Rated Position provision of Article 15.02 shall apply to auxiliary employees however the allowable compensation set out at Article 15.02 (i) (b) shall be solely Step 1 of the new position.
- (m) the provisions of Article 15.05 - First Aid Allowance.

- (n) An auxiliary employee assigned to work a full-time or part-time shift schedule in excess of three (3) continuous months shall receive the entitlements of Article 14 - Shift Differential, Article 22 - Jury or Court Witness Duty and Article 21.01 - Compassionate Leave.
 - (o) the provisions of Article 23.05 – Benefit Trust Leave, 24.01 - List of Union Officials, Article 24.02 Leave for Union Business and Article 24.04 - Leave for Full-Time Union Duties.
 - (p) the Article 25, Maternity, Parental and Adoption Leave provisions (except Article 25.05 (i) - Benefits, Article 25.06 - Supplementary Employment Insurance Benefits, and Article 25.07 – Seniority) shall apply to auxiliary employees.
 - (q) the provision of Article 26.03 - Municipal Pension Plan eligibility shall apply to auxiliary employees.
 - (r) the provision of Article 27 – New and Revised Classifications.
 - (s) the provision of Article 30 - No Strikes or Lockouts.
 - (t) the provisions of Article 31 - No other Agreements.
 - (u) the provision of Article 33 - No Discrimination, Article 34 - Sexual and Personal Harassment and Article 37 – Personnel Files.
 - (v) the provisions of Article 35.01 - Mutual Co-operation, Article 35.02 - Hazardous Substances and Article 35.04 - Protective Clothing shall apply to auxiliary employees.
 - (w) the provisions of Article 39 Indemnification.
- (iii) An auxiliary employee, who is the successful applicant for a posted regular vacancy, shall be returned to their former auxiliary status should the employee prove unsatisfactory in or be unable to perform the duties of the position. Hours worked in the regular position shall be added to their auxiliary hours upon return to their auxiliary status.
 - (iv) Time and one-half (1½x) shall be paid for each hour worked by an auxiliary employee who works on a statutory holiday.
 - (v) The District shall maintain a list showing the hours worked for all auxiliary employees. This list shall be updated in January of each year and shall be provided to the Union.

1.09 Inside Staff

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

1.10 Outside Staff

Refers to those employees who are generally engaged in non-office supervisory

positions, skilled, semi-skilled or unskilled labouring occupations.

1.11 Volunteer

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

1.12 Continuous Operations

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

1.13 Call-out

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

1.14 Standby

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

ARTICLE 2, UNION RECOGNITION

2.01 Bargaining Agent

The Employer recognizes the Canadian Union of Public Employees, Local 1978, as the exclusive bargaining agent for those bargaining unit employees covered by this Agreement.

2.02 Bargaining Unit

This Agreement shall apply to all employees coming within the bargaining unit for which the Union has been certified and shall include all employees of the Capital Regional District Board, or those Commissions established by Bylaw of the Board, and those employees of the Capital Region Housing Corporation. This Agreement shall not apply to the following:

- (i) Employees of the District excluded by the definition of "Employee" in Part 1 of the *Labour Relations Code of British Columbia*.
- (ii) Employees occupying positions which have been excluded from the bargaining unit by mutual agreement between the District and the Union, or by ruling of the Labour Relations Board.
- (iii) The following persons employed by the Capital Region Housing Corporation, as defined in Appendix "A": maintenance employees, temporary or part-time rental agents.

- (iv) Employees working on watershed roads and logging operations who are not members of the United Steelworkers or who are exempted specifically from membership in that Union will be covered by this Agreement.
- (v) Employees working on watershed roads may be members of either the United Steelworkers or CUPE 1978 dependent on suitability and availability, and at the discretion of the District.

2.03 Capital Region Housing Corporation

Those employees of the Capital Region Housing Corporation, who by mutual agreement of the Parties have not been excluded from the bargaining unit by Article 2.02 (iii) above, shall be entitled to only those benefits and conditions of this Agreement which are not specifically excluded or amended by Appendix "A" attached hereto. Where any conflict arises between Appendix "A" and any other Article of this Agreement, Appendix "A" shall take precedence.

2.04 Bulletin Boards

The Employer will allow Union bulletin board space in mutually agreed work areas.

ARTICLE 3, UNION SECURITY AND CHECK-OFF

3.01 Union Membership

All employees shall, as a condition of employment, become members of the Union and shall maintain their membership in good standing.

3.02 Union Dues

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

3.03 Dues Receipts

At the same time that Income Tax (T4) slips are made available, the Employer shall provide a record, or print on the T4 slip, the total amount of Union dues deducted on behalf of each dues payee, by check-off, during the previous year.

3.04 Record of Employment on Termination

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

3.05 Recognition and Rights of Stewards

- (i) The Employer recognizes the Union's right to select stewards to represent employees.
- (ii) A steward or union representative shall obtain the permission of **their**

immediate supervisor before leaving **their** work to perform **their** union duties. Such permission shall not be unreasonably withheld. On resuming **their** normal duties, the steward or union representative, shall notify **their** supervisor.

- (iii) The duties of stewards may include:
 - (a) investigation of complaints of an urgent nature,
 - (b) investigation of grievances and assisting an employee in presenting a grievance in accordance with the grievance procedure,
 - (c) attending joint meetings of the Employer and the Union.

ARTICLE 4, NEW EMPLOYEES

4.01 Copies and Printing the Agreement

- (i) The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in Article 3 dealing with Union security, the deduction of Union dues and assessments.
- (ii) New employees shall receive a link to the Collective Agreement, or upon request be presented with a copy of this Agreement by the Employer on commencing employment. The cost of printing the Agreement is to be shared equally by the Employer and the Union.
- (iii) Upon renewal of the Collective Agreement, the Employer shall make the Agreement available to all employees on the intranet site and make copies available for distribution.

4.02 Notification to the Union

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

ARTICLE 5, UNION-MANAGEMENT COMMITTEE AND CORRESPONDENCE

5.01 Correspondence

Correspondence between the District and the Union arising out of this Agreement shall pass to and from the Chief Administrative Officer and the President of the Union. The Employer agrees to notify the Union in writing within seven (7) working days when an employee covered by this Collective Agreement is demoted, suspended and/or terminated for cause, **retires or resigns**.

5.02 Union-Management Committee

- (i) A Union-Management Committee shall be established consisting of the President of the Union, plus two (2) other representatives appointed by the Union; and the Chief Administrative Officer **or designate who is a member of the Executive Leadership Team**, plus two (2) other representatives appointed by the Employer. One (1) Employer and one (1) Union representative shall be appointed as co-chairpersons and shall alternate in presiding at meetings.
- (ii) The Committee shall direct its attention to discussing matters of the following nature, excluding always matters forming the subject of a grievance under this Agreement:
 - (a) Public and community relations;
 - (b) Improved operating efficiency and service to the public;
 - (c) Remedying conditions that could lead to grievances or deteriorating relations between the Employer/Management and the Union/Employees (but not specific grievances);
 - (d) Staff training and development;
 - (e) Other matters mutually agreed to by the Parties.
- (iii) The Union-Management Committee shall meet at least three (3) times each year, or more frequently upon the request of either Party. The Committee shall make all reasonable efforts to meet within two (2) weeks of a request being made by either Party.
- (iv) Each Party shall submit, for the agenda, those items it wishes to discuss at least one (1) week prior to the committee meeting.

ARTICLE 6, CAPITAL REGIONAL DISTRICT BOARD MINUTES

- 6.01 A copy of the adopted minutes of regular Capital Regional District Board meetings and committees, as appropriate, shall be provided to the Union upon its request.

ARTICLE 7, GRIEVANCE PROCEDURE

7.01 Definition

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

7.02 Procedure

- (i) Step 1: Within fifteen (15) working days from the date of the incident prompting the grievance, the employee shall discuss the matter with their immediate **manager**, as designated by the District. If the employee so desires, a Union steward may be present during the discussions at this step.
- (ii) Step 2: If no settlement is reached at Step 1, the aggrieved employee shall submit the grievance in writing to **their** department head through the Union, within ten (10) working days of the discussion provided at Step 1. The recipient shall meet with the employee and Union steward, or other representative of the Union, within ten (10) working days of the receipt of the grievance, in an attempt to reach a satisfactory settlement. **A written response shall be provided within ten (10) working days of the meeting.**
- (iii) Step 3: If no settlement is reached at Step 2, a meeting shall be scheduled to take place between the senior representatives of the Union and Management within ten (10) working days of the **Step 2 reply**. Either Party may be represented by a person employed by the organization to which it is affiliated at meetings held at this step. **A written response shall be proved within ten (10) working days of the meetings.**
- (iv) Step 4: If settlement is not reached through the foregoing procedures, the grievance may be referred to arbitration. When either Party requests that a grievance be submitted to arbitration, such request shall be submitted to the Party in writing within ten (10) working days of the **written response** provided at Step 3.

7.03 Extension of Time Limits

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

7.04 Policy Grievances

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

7.05 Grievable Disciplinary Action

Disciplinary action grievable by an employee shall include written censures, letters of reprimand, and adverse reports. An employee shall be given a copy of any such

document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in **their** file, **they** shall be entitled to recourse through the grievance procedures and the eventual resolution thereof shall become part of **their** personnel record.

7.06 Employee Appraisal Forms

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

7.07 Union Representation

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

7.08 Deviation from the Grievance Procedure

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

ARTICLE 8, ARBITRATION PROCEDURES

8.01 Appointment of an Arbitrator or Arbitration Board

- (i) When either Party requests that a grievance be submitted to arbitration pursuant to Article 7.02 (iv), the matter will be submitted to a single Arbitrator who is mutually agreeable to both Parties.
- (ii) Either Party may elect to have the matter referred to an Arbitration Board consisting of one (1) representative selected by the District and one (1) representative selected by the Union shall be appointed within five (5) working days after such written request for arbitration has been received.

- (iii) The two (2) Arbitrators so selected shall meet immediately after their appointment and shall select a Chair of the Arbitration Board. If they are unable to agree upon selection of a Chair within five (5) working days, the Collective Agreement Arbitration Bureau for the Province of British Columbia shall appoint a Chair.

8.02 Powers of an Arbitrator or Arbitration Board

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

8.03 Cost of Arbitration

Each of the Parties shall bear the expense of the Arbitrator appointed by it, and the Parties shall jointly bear the expense of the Chair of the Arbitration Board.

8.04 Reinstatement After Dismissal or Suspension

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

8.05 Expedited Arbitration

- (i) The Parties may, by mutual agreement, refer to this Expedited Arbitration process any outstanding grievance filed at arbitration.
- (ii) The Parties shall mutually agree upon a single Arbitrator who shall be appointed to hear the grievance and render a decision within two (2) working days of the hearing. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (iii) An expedited arbitration decision respecting any matter shall be of no

precedential value and shall not thereafter be referred to by the Parties in respect of any other matter (with the exception of discipline which may remain on an employee file).

- (iv) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (v) Notwithstanding (i) above, either Party may remove from the expedited arbitration process any matter at any time prior to hearing and forward the matter through the arbitration process established pursuant to Article 8.01. In such an event, time limits shall not act as a bar to the grievance proceeding to arbitration.
- (vi) All presentations shall be short and concise and are to include a comprehensive opening statement. The Parties agree to make limited use of authorities during their presentations.
- (vii) The Parties shall equally share the costs of the fees and expenses of the Arbitrator.
- (viii) Neither Party shall appeal a decision of an expedited arbitration.
- (ix) Neither Party shall retain lawyers from external law firms to represent them in an expedited arbitration hearing.

ARTICLE 9, SENIORITY

9.01 Definition

- (i) For purposes of this Agreement, seniority shall be defined as the length of continuous service with the District as a regular employee, including the probationary period, provided that regular part-time and regular seasonal employees shall accumulate seniority on the basis of their hours actually worked. "Hours worked" shall include all paid straight time hours, hours compensated while on WorkSafeBC benefits, the LTD qualification period and while receiving LTD benefits, Union leaves, jury and court witness duty, leave for education and training purposes, and maternity, parental and adoption leave.
- (ii) Seniority shall apply on a bargaining unit basis, except where otherwise Collective Agreement mutually agreed by the District and the Union.
- (iii) Regular employees shall continue to accumulate seniority while on WorkSafeBC Benefits.
- (iv) Auxiliary employees on WorkSafeBC Benefits shall receive credit for those scheduled hours that have been compensated by WorkSafeBC. The auxiliary employee shall provide substantiation from WorkSafeBC for the claim for hours to be credited.

9.02 Probationary Period

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

9.03 Auxiliary Employee Seniority

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

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

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

9.04 Seniority Lists

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

9.05 Transfer out of Bargaining Unit

- (i) Employees shall not be transferred or promoted out of the bargaining unit without their consent. Such employees shall retain the seniority they have acquired up to the date of leaving the unit but shall not continue to

accumulate seniority for periods of service outside the unit. When an employee is transferred or promoted out of the bargaining unit, the employee shall retain the right to return and upon returning, the employee shall bump into a position consistent with **their** previously accumulated seniority, qualifications, experience, skill and ability on the basis of Article 11.03, provided such position is not higher than **their** former bargaining unit position. Junior employees displaced as a result shall likewise be eligible to bump.

- (ii) Employees transferred or promoted pursuant to this Article shall be appointed for a period of time not to exceed two (2) calendar years, unless extended by mutual agreement of the Union and the Employer.

9.06 Loss of Seniority

A regular employee shall lose seniority in the event:

- (i) The employee is terminated for cause and is not reinstated.
- (ii) The employee resigns.
- (iii) The employee has been laid off from regular employment for longer than twelve (12) consecutive months, or fails to accept recall under Article 11.06 (ii), or fails to report on the date and time required when recalled.

ARTICLE 10, POSTING AND FILLING OF VACANCIES

10.01 Posted Vacancies

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

10.02 Factors Considered in Filling Posted Vacancies

- (i) The following factors shall receive consideration when filling posted vacancies: qualifications, experience, skill, and ability. When these factors

are equal among applicants for the position, the employee from among this group having the greatest seniority shall receive preference.

- (ii) All determinations of qualifications, experience, skill, and ability shall be made by the Employer. Whether such determinations were made in a fair and equitable fashion shall be subject to the grievance/arbitration procedures under this Agreement.
- (iii) In any arbitration pursuant to section (ii) above, if the Union is first able to demonstrate that the senior employee (grievor) presently has the qualifications, experience, skill, and ability to do the job in question, the Employer must then establish that such qualifications, experience, skill and ability are not equal to those possessed by the successful applicant.
- (iv) Notwithstanding 10.02 (i) above, preference shall be given to the most senior outside (eight [8] hours of work per day) 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 apply only to those outside classifications in pay bands one (1) through five (5) plus the classification of Parks Maintenance Worker 2 of pay band six (6) of Schedules "A1" and "A2" as referenced in **those** Schedules.
- (v) A regular employee applying for a posted vacancy who lacks the formal educational or technical certification required in the position shall not be rejected solely on that basis if **they are** judged by the Employer as having sufficient experience, skill, and ability to otherwise satisfactorily perform the work in question, provided always that such employee is currently enrolled in an appropriate course of study or is in some other fashion acceptable to the Employer currently preparing to achieve the necessary certification and provided further that the employee can be expected to achieve such certification within a period of time deemed reasonable by the Employer. In such circumstances, the Employer shall consider the employee as having already achieved the required certification at the time of the promotional competition. The employee shall compete for the vacancy on this basis and, if successful in winning that competition over other applicants on the basis of section (i) above, **they** shall be awarded the position contingent upon successful achievement of such certification within the time limit established by the Employer for that purpose. If the employee fails to achieve such certification within this period, the employee shall revert to **their** former position.
- (vi) In filling any posted vacancy on the basis of this section, a current regular employee having the required qualifications, experience, skill and ability to do the work in question will be given first consideration over an external applicant.

10.03 Applications by Auxiliary Employees

- (i) Auxiliary employees shall be eligible to apply for any vacancy posted under

this Article and filled on the basis of Article 10.02. Provided always that the qualifications, experience, skill, and ability of the auxiliary employee to perform the work in question is equal to that of an external applicant, the auxiliary employee shall receive preference.

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

10.04 Appraisal Period

- (i) In the event that a currently employed regular employee is transferred or promoted and thereafter proves unsatisfactory or unable to perform the duties of a new position to the satisfaction of the District, the employee shall have the right, during this first or an extended appraisal period, to revert, without loss of seniority, to **their** former position, classification and pay rate.
- (ii) In all such cases of transfer or promotion, the initial appraisal period shall be three (3) months, which period may be extended for an additional three (3) months through mutual agreement of the Parties.

10.05 Disclosure of Documents

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

10.06 Union Notification of Successful Applicant

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

10.07 On the Job Training

- (i) When, in the Employer's opinion, operational requirements both warrant and permit and when it is practical from a financial perspective to do so, the Employer shall endeavour to provide on-the-job training to employees within their own functional work units during normal working hours. The purpose of this training shall be primarily to maximize flexibility when assigning day-to-day work within the work unit and/or department and, secondly, to provide enhanced opportunity for employees to advance within their own departments as permanent vacancies occur therein.
- (ii) Additional Employer considerations when selecting employees for training under this Article shall be as follows in rank order:
 - (a) The present and future operating needs and efficiency of the department and/or work unit involved;

- (b) the relationship between an eligible employee's current work and the training to be offered;
 - (c) the capabilities and past performance of the employees considered for training, and;
 - (d) seniority.
- (iii) Training of a more general nature or of interest to a number of employees in a given work unit or department may also be offered by the Employer under this Article. Such training shall always meet the basic criteria **set out** in the first sentence of Subsection (i) above, with employees being selected for such training on the basis of Subsection (ii) above.
 - (iv) Training under this Article shall in no event take place between departments and shall not be provided solely to enable employees to obtain the qualifications or experience required **to** qualify for higher paid positions. For purposes of this Article, "functional work units" shall be defined as smaller work units within a given department which, for purposes of training, are considered distinct for functional or operational reasons by the Employer.

ARTICLE 11, LAYOFFS, RECALL AND BUMPING

11.01 Definition

Consistent with the following Articles, a layoff shall be defined as the loss by a regular employee of the opportunity to work in the position **they** currently occupy as a result of either:

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

11.02 Layoff Order

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

11.03 Bumping Rights

- (i) Where a regular employee has received notice that **they are** not to be retained in the classification and department designated for layoff under Article 11.02, such employee may exercise **their** right to bump an employee of lesser seniority and transfer laterally into another job classification in the

same department and at the same pay grade level, or alternatively into a job classification at a lower pay grade level, in the same department. An employee's right to bump another employee of lesser seniority shall depend on **their** having the qualifications, experience, skill and ability to perform the work in question. The decision regarding an employee's suitability, as above, for transfer shall be made by the Employer and whether such determination was made by the Employer in a fair and equitable fashion shall be subject to the grievance procedure.

- (ii) Where a regular employee has received notice of layoff and such employee chooses to exercise **their** bumping rights under section (i), such election shall be made within three (3) working days of the date of receipt of such notice.
- (iii) Where a regular employee has received notice of layoff and where such employee occupies a job classification which is comparable to other departments, the right to bump an employee of lesser seniority shall be extended on an interdepartmental basis, as outlined in section (i) above.
- (iv) Upward bumping is not permitted under this Article, except where an employee's position has been re-evaluated to a lower pay grade and the employee did not bump another employee at that time, upward bumping shall be permitted the next time a layoff occurs to that employee and only to a position in their former higher pay grade. Regular part-time employees may only bump other regular part-time employees.
- (v) When an employee bumps a more junior employee in accordance with this Article, **they** shall be placed at the same increment step for the new wage grade as **they** occupied before so bumping.

11.04 Appraisal Period

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

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

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

11.05 Recall List

Regular employees laid off under this Article 11, and not bumping a more junior

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

11.06 Recall Rights

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

11.07 Recall Procedures

- (i) It shall be the responsibility of laid-off regular employees on the recall list to maintain their current telephone number and postal address with the District's Human Resource Department. When filling regular vacancies under Article 11.06 (ii), and before offering employment to new employees, the Employer shall attempt to contact a laid-off regular employee on the recall list having the required qualifications, experience, skill and ability to perform the work in question, at the telephone number so provided, to instruct the employee of the position available, the rate of pay, other requirements of the position, the location, the date and time to report for work. Failing personal contact, the Employer shall send by courier a letter to the employee's current address as provided to the Employer by the employee. Should the Employer be unable to contact the employee within ten (10) working days from the postal registration date, or should the employee either not accept the recall, or fail to report on the date and time required, the employee shall, subject to section (iv) below, lose all rights to recall.

- (ii) The date and time to report may be extended by a maximum of ten (10) working days upon the approval of the Employer, should the employee have extenuating personal circumstances which make it impossible to report as required, provided always that the operational requirements of the Employer permit.
- (iii) Employees who are otherwise eligible for recall but, as a result of illness or temporary disability are unable to report for work, shall be "bypassed". Employees on the recall list shall notify the Employer when they are to be temporarily away to provide a temporary phone number and address where the Employer shall be able to contact them during such absence.
- (iv) Employees shall have the right to refuse two (2) recalls to employment during their twelve (12) month recall period before losing their recall rights.
- (v) The above sections notwithstanding, when it is not feasible to wait the ten (10) working days to contact the employee who is eligible for recall or to wait for such employee to report, the Employer reserves the right to hire other than the eligible employee on a temporary basis, until the eligible employee reports for work pursuant to this Article.

11.08 Status While on Recall List

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

11.09 Temporary Layoffs

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

11.10 Special Placement

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

11.11 Notice of Layoff

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

ARTICLE 12, HOURS OF WORK

12.01 Workweek

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

12.02 Workday

- (i) The normal regular full-time workday for inside staff shall consist of seven (7) hours per day between 8:30 a.m. and 4:30 p.m., **or by mutual agreement between the Employer and employee 7:00 a.m. and 6:00 p.m.** inclusive of a one (1) hour **or one-half (½) hour** unpaid meal break.
- (ii) The normal regular full-time workday for outside staff shall consist of eight (8) hours per day between 8:00 a.m. and 4:30 p.m., **or by mutual agreement between the Employer and employee 7:00 a.m. and 6:00 p.m.** inclusive of a one-half (½) hour unpaid meal break.

12.03 Variation in Normal Working Hours

Where a workday or workweek is to be varied from that set out above, the District shall notify the Union in writing giving details of the proposed change. Any variation shall be by mutual agreement of the District and the Union and shall be in writing. **The agreement cannot be unreasonably withheld.**

12.04 Continuous Operations

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

12.05 Irregular Work Schedules

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

- (i) Unless agreed otherwise between the District and the Union, overtime rates shall apply for all work in excess of seven (7) hours in a day for inside staff and eight (8) hours in a day for outside staff.
- (ii) Employees are entitled, within each eight (8) week cycle, to the equivalent number of days of rest as those provided to a regular full-time employee. Overtime rates shall be paid for work on a scheduled day of rest. Where an employee is to be scheduled for more than five (5) consecutive days of work at straight-time rates, the District shall seek approval from the Union prior to requiring the employee to work such shift arrangement.
- (iii) Total straight-time hours worked in any eight (8) week cycle shall not exceed two hundred **and** eighty (280) hours for inside staff or three hundred **and** twenty (320) hours for outside staff without overtime rates being paid.

In those instances where a workday or workweek is to be varied from that set out above, the District shall notify the Union in writing giving details of any proposed changes.

12.06 Staggered Hours

Staggered hours of work may be implemented, for specifically predetermined periods of time in various departments, **divisions** or work groups, following consultation and approval of the Chief Administrative Officer and the Union.

12.07 Notice of Shift Change

- (i) In the event a regular employee's normal shift schedule is changed, the Employer will endeavour to give twenty-four (24) hours' notice of such change.
- (ii) When such notice is not given, the employee shall receive a premium of seventy-five cents (75¢) per hour in addition to **their** regular basic pay for work performed on the first shift of the schedule to which **they were** changed.
- (iii) The above notwithstanding, this Article does not apply to emergency situations.

12.08 Reporting Pay

- (i) Unless notified to the contrary prior to leaving home to report for scheduled work, an employee shall be paid for two (2) hours work at the regular rate.
- (ii) An employee reporting for and commencing work on a scheduled shift shall be paid not less than four (4) hours at the regular rate, unless discharged for cause or stopped by bad weather, in which instance the employee shall

be paid for time worked, with a minimum of two (2) hours.

- (iii) On any day that an auxiliary employee commences work, the employee shall be paid a minimum of two (2) hours at the regular rate.

12.09 Meal Breaks

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

12.10 Rest Breaks

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

12.11 Job-Sharing

- (i) The number of job-sharing units (pairings) shall be limited to a maximum total of eight (8). Those departments where job-sharing is to be permitted shall be identified by the Chief Administrative Officer or **their** delegate.
- (ii) Each job-sharing unit (pairing) shall require the approval of the Chief Administrative Officer, or **their** delegate, before being implemented.
- (iii) There shall be no extra costs to the Employer as a result of implementing or maintaining any job-sharing unit (pairing).
- (iv) The two employees involved in each job-sharing unit (pairing) shall share the wages, benefits and conditions provided under the Collective Agreement, to a combined maximum which is the same as if one employee occupied that position. Where it is impossible to split a benefit or condition between the two employees, one or both of the employees shall be required to pay the additional costs incurred by the Employer in making that benefit or condition available to both.
- (v) In order to institute a job-sharing unit (pairing), voluntary acceptance by the incumbent currently occupying that position is required. The other member of the pairing shall be selected by the Employer with the primary consideration being compatibility. It is understood that job-sharing units (pairings) shall not necessarily be posted and employees seeking to be involved should make their interest known in writing to the Human Resource Department.
- (vi) When one member of a job-sharing unit (pairing) is absent (e.g., sick leave, vacation, etc.) the other member of that unit (pairing) shall make every reasonable effort to cover for such absence by working full-time, rather than employ a temporary replacement when full-time coverage is required by the Employer.

- (vii) When both incumbents or the Employer wishes to discontinue the combined assignment, the incumbent longest in the shared position shall be given preference over the junior incumbent in filling the full-time position. The junior incumbent shall be either laid off or "bump" a more junior employee in accordance with Article 11 of the Collective Agreement, on the same basis as any other regular part-time employee.

ARTICLE 13, OVERTIME

13.01 Overtime Rates

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

13.02 Saturday and Sunday Work

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

13.03 Time-off in Lieu of Overtime

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

13.04 Call-Out

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

13.05 Standby

- (i) Employees who are designated as being on standby shall receive an allowance equal to two (2) hours pay at their regular rate for each eight (8) hour shift of standby duty.

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

ARTICLE 14, SHIFT DIFFERENTIAL

Regular employees, probationary employees or auxiliary employees working full-time shifts in excess of three (3) continuous months, who are employed on afternoon or graveyard shifts shall receive a shift differential in the amount of seventy-five cents (75¢) per hour while working the afternoon shift (4:00 p.m. to midnight) and eighty-five cents (85¢) per hour while working the graveyard shift (midnight to 8:00 a.m.). This shift differential shall apply only for straight time hours actually worked.

ARTICLE 15, WAGES/SALARIES AND ALLOWANCES

15.01 Schedule "A1", "A2" and "B"

- (i) The salaries and wages to be paid shall be as set forth in Schedules "A1", "A2" and "B" appended hereto, which schedules are attached to and form part of this Agreement.
- (ii) The Employer shall not increase the rate of pay of any employee beyond that set out in this Collective Agreement without the mutual agreement of the Union and such mutual agreement shall not be unreasonably withheld.

15.02 Pay While Relieving in a Higher Rated Position

- (i) When a regular employee is appointed by the Employer to perform the full duties of any higher paid position than **their** own:
 - (a) Outside staff, as defined in Article 1.10, shall receive the rate for the higher position for the time spent in such higher position, subject to section (ii) below.
 - (b) Inside staff, as defined in Article 1.09, shall receive the minimum

salary for the higher position, or an amount equal to one (1) increment above the employee's regular salary, whichever is the greater, for the total of the time spent in the higher position, subject to section (ii) below.

- (ii) In the event that an employee does not perform the full duties of the higher position, a pay adjustment in an amount determined by the Chief Administrative Officer prior to commencing such duties when it is practical to do so, shall be made to compensate for the additional responsibilities assumed which adjustment shall not be less than one (1) increment above the employee's regular salary.
- (iii) It is the desire of the Parties that pay for relieving in a higher rated position should, when operational requirements permit, be limited to a maximum period of six (6) consecutive months.

15.03 Service Pay

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

15.04 Vehicle Allowance

When an employee utilizes their personal vehicle for business purposes, they shall be reimbursed for vehicle expenses at the **greater of the Government of Canada's greater-than-five-thousand (5,000)-kilometres Reasonable Allowance Rate or the Employer's mileage reimbursement rate policy** per kilometre driven.

15.05 First Aid Allowance

- (i) An employee who is required by the Employer to hold a valid Level 2 Occupational First Aid Certificate shall be paid **seventy dollars (\$70.00)** bi-weekly.
- (ii) **Effective February 23, 2023, an employee who is required by the Employer to hold a valid Level 3 Occupational First Aid Certificate shall be paid seventy-five dollars (\$75.00) bi-weekly.**
- (iii) The cost of certification and re-certification and paid time off work to write examinations to attain the certificate shall be borne by the Employer for those regular employees required to hold valid Occupational First Aid Certificates.

15.06 Pesticide Sprayer Allowance

An employee who possesses the Integrated Pest Management certification shall receive an allowance of **one dollar and fifty cents (\$1.50)** per hour when required to apply pesticides, in addition to their regular rate of pay.

15.07 Professional Fees and Dues

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

15.08 Aquatic Re-certification

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

ARTICLE 16, SALARY INCREMENTS

16.01 Earned Increments

- (i) It is expressly agreed, while Schedule "A1" provides a minimum and maximum salary, annual increments of all regular employees are to be earned before they are paid. The decision as to whether a salary increment has been earned shall rest with the District, based upon a recommendation of the department head, division head or section supervisor responsible for the employee's area of work.
- (ii) If an employee feels aggrieved with regard to the matter of annual increments, it shall be the responsibility of such employee to forward in writing to the Union the reason for such grievance. If the Union feels the employee concerned has a justifiable complaint and notifies the District, and where the complaint is not resolved through discussion, then the matter shall be processed through the grievance procedure, as set forth in Article 7.
- (iii) An auxiliary employee who is the successful applicant for a posted regular vacancy or converted to regular status shall have their previous time worked in the same position credited for the purpose of increments.

16.02 Normal Increments

Upon completion of the first twelve (12) months of service and subject to the provision of Article 16.01, the first salary increment applicable under Schedule "A1" shall be granted. Thereafter, salary increments shall continue to be granted after serving a minimum of twelve (12) months at the previous step, in accordance with Article 16.01.

16.03 Effect of Lateral Transfers on Increments

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

16.04 Effect of Promotion on Increments

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

16.05 Re-employment Within Six Months

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

ARTICLE 17, ANNUAL VACATIONS

17.01 Entitlement

Paid annual vacations for regular employees shall be as follows:

- (i) In the first calendar year of service: a prorated vacation entitlement based upon time actually worked in the year as a percentage of fifteen (15) working days. Employees commencing employment prior to September 1st may elect to take time-off with pay, or alternatively receive a cash payment, for all annual vacations earned prior to December 31st. Where an employee elects to take the cash payment, such payment will be made after December 31st. Where an employee elects to take time-off, such time must be taken before December 31st. All employees commencing employment after August 31st shall be paid vacation pay at the rate of six per cent (6%).
- (ii) In the first (1st) year of service as defined in Article 17.03, and up to the end of the fourth (4th) year of service - fifteen (15) days' vacation per annum.
- (iii) In the fifth (5th) year of service as defined in Article 17.03, and up to end of the eighth (8th) year of service - eighteen (18) days' vacation per annum.
- (iv) In the ninth (9th) year of service as defined in Article 17.03, and up to the end of the **twelfth (12th)** year of service - twenty-three (23) days' vacation per annum.
- (v) **In the thirteenth (13th) year of service as defined in Article 16.03, and up to the end of the sixteenth (16th) year of service - twenty-five (25) days' vacation per annum.**
- (vi) In the seventeenth (17th) year of service as defined in Article 17.03, and up to the end of the twenty-fourth (24th) year of service - twenty-eight (28) days' vacation per annum.
- (vii) In the twenty-fifth (25th) year of service and thereafter as defined in Article 17.03, and up to the end of the twenty-ninth (29th) year of service - thirty (30) days' vacation per annum.
- (viii) In the thirtieth (30th) year of service and thereafter as defined in Article 17.03, and each year thereafter - thirty-three (33) days' vacation per annum.

17.02 Termination of Employment

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

17.03 Vacation Year

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

17.04 Accrual of Vacation

- (i) With the approval of the Chief Administrative Officer, a regular employee may accrue a portion of **their** current annual vacation entitlement. Employees in their first (1st) to tenth (10th) calendar year of service may accrue up to five (5) working days, while employees in their eleventh (11th) and all subsequent calendar years of service may accrue up to ten (10) working days. All requests for accrual of annual vacation should be submitted to the Human Resource Department through the appropriate department head, division head, or s before November 30th of each year, in order that full consideration may be given to such request before year-end.
- (ii) Any unused earned vacation, not accrued under this provision, will be taken prior to the end of the calendar year, or if agreed to by the District within a reasonable duration thereafter as deemed suitable by the District. Only in exceptional circumstances, and as may be agreed to by the Chief Administrative Officer, will unused vacation be paid out at the end of the calendar year.

ARTICLE 18, STATUTORY HOLIDAYS

18.01 Entitlement

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

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

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

18.02 Work on a Statutory Holiday

Where a regular or probationary employee is scheduled to work on a statutory

holiday, **they** shall be compensated at the rate of double time (2x) for all hours worked on such day and be given a day off with pay in lieu of the holiday.

18.03 Statutory Holidays Falling During Annual Vacation

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

18.04 Statutory Holiday Falling on a Regular Scheduled Rest Day

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

ARTICLE 19, SICK LEAVE

19.01 Entitlement

- (i) In cases of illness, regular employees shall be granted sick leave with pay in accordance with the following schedule:
 - (a) During the first calendar year of service: one (1) day for each completed month of service to be topped up in accordance with the *BC Employment Standards Act* as may be applicable.
 - (b) Upon completion of the first calendar year of service and up to and including the fifth (5th) year of service: twelve (12) days per year.
 - (c) Upon completion of the fifth (5th) calendar year of service and up to and including the fifteenth (15th) year of service: eighteen (18) days per year.
 - (d) Upon completion of the fifteenth (15th) calendar year of service and each completed year of service thereafter: twenty-four (24) days per year.
 - (e) The yearly sick leave entitlements set out in sections (a) through **(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.
- (ii) All auxiliary employees shall be entitled to five (5) paid sick days per year upon completion of 90 days of employment. Employees working**

less than full-time hours shall receive their average day's pay in accordance with the *BC Employment Standards Act*.

19.02 Proof of Illness

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

19.03 Sick Leave Accrual

With the exception of those regular employees who were actively employed on June 7, 1984, and who are eligible for the "grandparent" provisions pursuant to Letter of Understanding No.1, the unused sick leave entitlement shall accrue and be available to employees as provided in Article 19.01, at the rate of one hundred per cent (100%) during the first five (5) years of employment; at the rate of sixty-six and two-thirds per cent (66 2/3%) from the sixth (6th) year to and including the fifteenth (15th) year of employment, but in the sixteenth (16th) year and each year thereafter, the amount of accrual shall be fifty per cent (50%) of the unused entitlement. The maximum accrual allowance to one (1) employee shall be one hundred and thirty (130) days.

19.04 Sick Leave Pay-out

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

19.05 Subrogation

An employee who receives wage loss benefits from a court action shall reimburse the Employer (at the rate paid out) for benefits received under Article 19 (Sick Leave) up to the amount of:

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

If eligible for receipt of reimbursement from a court action, the sick leave shall be restored to the amount of reimbursement remitted by the employee.

19.06 Sick Leave During Vacation

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

Employer in order for the employee to be eligible for sick leave benefits.

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

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

20.02 Regular employees shall not earn vacation, sick leave and statutory holidays while they are on:

- (i) paid sick leave longer than six (6) consecutive months;
- (ii) Long-Term Disability Plan;
- (iii) unpaid leave in excess of thirty (30) consecutive days (calculated from the first day of absence of the leave from work with statutory holiday entitlements determined by the *BC Employment Standards Act*);
- (iv) Workers Compensation in excess of ninety (90) consecutive days.

ARTICLE 21, COMPASSIONATE LEAVE

21.01 Regular employees will normally be granted compassionate leave with pay for the purposes of grieving as follows:

- (i) death of a family member (family member includes spouse, common-law spouse, and same-sex spouse, parents, children, **stepchildren**, stepparents, **siblings**, in-laws, grandparents, grandchildren, foster parents, **guardian**, foster children, or any other relative who has been living at the same residence as the employee) - up to three (3) days.
- (ii) the Employer may also authorize reasonable travel time with pay to a maximum of two (2) additional days in instances where such time is deemed appropriate **because** of the location where the employee shall be attending the funeral.
- (iii) other than the compassionate leave mentioned above, employees may be granted leave with pay for short periods to attend a funeral or act as a pallbearer – up to one-half (½) day per year.

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

21.03 Compassionate Leave While on Vacation

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

Compassionate Leave, while the employee is on annual vacation.

ARTICLE 22, JURY OR COURT WITNESS DUTY

- 22.01 (i) Where a regular employee, regular probationary or auxiliary employee has been selected to serve as a juror or ordered to appear as a witness in any court action, **they** shall be granted leave of absence (**for scheduled work shifts**) for such purpose.
- (ii) Except where the court action is occasioned by such employee's private affairs, the leave of absence shall be with pay **pro-rated based on regular full-time hours**, provided that the employee turns over to the District any monies received for such service, other than normal expenses.

ARTICLE 23, GENERAL AND OTHER LEAVE

23.01 General Leave

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

23.02 Leave for Training

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

23.03 Personal, Emergency and Family Leave

- (i) A regular employee shall in each calendar year be entitled to utilize up to a maximum of three (3) paid workdays for the purposes of personal leave (such as, but not limited to, marriage of employee; wedding of the employee's child; birth or adoption of the employee's child except while on maternity, parental or adoption leave; citizenship), household or domestic emergency and family illness leave.
- (ii) Such leave shall apply only on the workday on which the situation occurs, and provided the Employer is open for business.
- (iii) An employee shall get prior approval for the leave from the Employer and schedule the leave to meet operational requirements.
- (iv) In the event of an emergency or unforeseeable occurrence the employee shall notify their supervisor of their absence as soon as practical.
- (v) The Employer reserves the right to seek a satisfactory reason for the leave.

23.04 Benefit Trust Leave

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

ARTICLE 24, LEAVE OF ABSENCE UNION OFFICIALS

24.01 List of Union Officials

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

24.02 Leave for Union Business

- (i) All applications for leave of absence to conduct Union business, whether with or without pay, shall be granted only upon application to, and upon receiving permission from the Chief Administrative Officer, or such other management person as designated by the Chief Administrative Officer.
- (ii) Not more than three (3) official representatives of the Union shall be granted time-off without loss in regular salary/wages when meeting with official representatives of the District for the purpose of:
 - (a) Settling a grievance that has not been referred to a third party or to arbitration,
 - (b) Union/Management Committee meetings,
 - (c) Safety Committee meetings,
 - (d) Reclassification meetings,
 - (e) Joint Committees specifically established under the terms of the Memorandum of Agreement.
- (iii) Not more than four (4) official representatives of the Union shall be granted time-off without loss in regular salary/wages when meeting with official representatives of the District while negotiating the renewal or revision of this Collective Agreement, where the matters in dispute have not been referred to any third party.
- (iv) Official representatives of the Union shall be granted leaves of absence without salary or benefits for the purpose of attending meetings or transacting other business in connection with matters affecting members of the bargaining unit.
- (v) The Union shall provide the District with reasonable notice prior to the commencement of any leave granted under this Article 24.02.
- (vi) When leave without pay is granted under section (iv), the District shall not make a deduction from the regular salary or the benefits of the employee(s) on leave provided the Union reimburses the District the amount of the salary

and benefit costs within thirty (30) days of the invoicing date by the District.

24.03 Public Office Leave

- (i) The Employer shall grant unpaid leave of absence without loss of seniority so that an employee may stand as a candidate for a federal, provincial, or municipal elective public office up to and including eight (8) weeks provided written notice is given to the Employer a minimum of two (2) weeks in advance of the effective date of the leave.
- (ii) An employee elected to a full-time public office shall be granted unpaid leave of absence for their term of office. During such leave of absence, seniority, benefits, and entitlements shall be frozen and shall not continue to accrue or be utilized by that elected employee.
- (iii) An employee elected or appointed to a public office, which is not of a full-time nature, may be granted time off work without pay subject to:
 - (a) written application being made to the Employer a minimum of five (5) days in advance; and,
 - (b) the unpaid leave of absence shall be taken in a minimum of one (1) day blocks unless otherwise agreed to by the Employer; and,
 - (c) the aggregate of unpaid leave of absence shall not exceed ten (10) working days in any calendar year to conduct business or thirty (30) days if serving as Mayor or Chairperson. By mutual agreement of the Parties, this leave may be extended.
 - (d) a request for extended leave shall not be unreasonably withheld.
- (iv) An employee who obtains such leave of absence pursuant to (ii) above must return to work with the Employer within thirty (30) calendar days after completion of public office.

24.04 Leave for Full-Time Union Duties

- (i) An employee who has been offered a temporary or full-time position with the Canadian Union of Public Employees, the British Columbia Federation of Labour, or the Canadian Labour Congress shall be granted unpaid leave of absence without loss of seniority for the term of their appointment.
- (ii) An employee elected to a full-time **Local** Union office shall be granted unpaid leave of absence **without loss of seniority** for their term of office.
- (iii) A request for such leaves shall be provided to the Employer in writing a minimum of thirty (30) days prior to the effective date of the leave.
- (iv) If the Union requests an extension to the leave, then such request shall be made in writing to the Chief Administrative Officer (or designate) at least

one (1) month in advance. The request must be discussed as soon as possible between the Chief Administrative Officer (or designate) and Union Representative.

- (v) In the event that an auxiliary employee fills the vacated position, and it is extended beyond one (1) year, the auxiliary conversion provisions of the Collective Agreement shall not apply.
- (vi) **Union leaves under 24.04 (ii) will be an unpaid leave of absence with a minimum term of one (1) calendar year. There will be no cost to the Employer as a result of the leave of absence. The Employer will maintain regular pay and bill the Union for the costs of the employee's salary and benefits to a maximum of three (3) employees. If the Union member is part-time or auxiliary, and the leave is greater than their normal work hours, the Employer will pay the employee for the full length of the leave requested by the Union up to that of a full-time employee, with any adjustment to entitlements as a result of the greater number of hours to be paid out. The Employer will bill the Union for these days and related costs as noted above.**
- (vii) **Union leaves under 24.04 (i) will be an unpaid leave of absence. On mutual agreement the Employer will maintain regular pay and bill the Union for the costs of the employee's salary and benefits. There will be no cost to the Employer as a result of the leave of absence. If the Union member is part-time or auxiliary, and the leave is greater than their normal work hours, on agreement the Employer will pay the employee for the full length of the leave requested by the Union up to that of a full-time employee, with any adjustment to entitlements as a result of the greater number of hours to be paid out. The Employer will bill the Union for these days and related costs as noted above.**

ARTICLE 25, MATERNITY AND PARENTAL LEAVE

25.00 Definitions

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

25.01 Length of Leave

(i) **Maternity Leave**

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to **sixty-one (61)** consecutive weeks of

parental leave, all without pay. The parental leave must immediately follow the maternity leave. In the event the birthing parent dies or is totally disabled, an employee who is a parent of the child shall be entitled to both maternity and parental leave without pay.

(ii) Parental Leave

The non-birthing parent, including an adoptive parent shall be entitled to up to **sixty-two (62)** consecutive weeks of parental leave without pay. The employee shall take the leave within **seventy-eight (78)** weeks of the child's birth or date the child comes within the care and custody of the employee.

(iii) Extensions - Special Circumstances

An employee shall be entitled to extend leave without pay where a physician certifies:

- (a) the birth parent as unable to return to work for medical reasons related to the birth.
- (b) the parent is unable to return to work because the child suffers from a physical, psychological, or emotional condition requiring an additional period of parental care.

(iv) Maximum Allowable Leave

It is understood that the maximum allowable leave or combination of leave entitlements pursuant to this Article shall be **seventy-eight (78)** continuous weeks **plus any other additional leave pursuant to 25.01 (v)**.

(v) Additional Parental Leave

The Employee is entitled to any Additional Parental Leave as outlined in the BC Employment Standards Act.

25.02 Notice Requirements and Commencement of Leave

- (i) An employee who requests parental leave **for the adoption or caring of a child** shall be required to provide proof of adoption or birth of the child.
- (ii) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. In the case of adoption of a child, the employee shall provide as much notice as possible.
- (iii) Where the duties of a pregnant employee cannot reasonably be performed because of the pregnancy, an appropriate accommodation shall be explored between the Parties prior to the Employer requiring the pregnant employee to commence maternity leave before **their** scheduled leave. In

such cases the employee's previously scheduled leave will not be affected.

- (iv) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (v) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (vi) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

25.03 Return to Work

On resuming employment an employee shall be reinstated to their previous position or a comparable position if their previous position has been eliminated, and for the purposes of pay increments and benefits, referenced in 25.05 herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

25.04 Sick Leave

- (i) An employee who suffers any illness or disability prior to commencing maternity leave shall be entitled to sick leave benefits.
- (ii) An employee while on maternity leave or parental leave shall not be entitled to sick leave benefits during the period of leave.
- (iii) Notwithstanding section (ii), an employee on maternity leave or parental leave who has notified the Employer of their intention to return to work pursuant to Articles 25.02 (iv) and (v) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

25.05 Benefits

- (i) MSP, Dental, EHB and Group Life Insurance benefits shall continue uninterrupted during the period the employee is on maternity or parental leave and the employee shall make arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost shared.
- (ii) Pension contributions will cease during the period of the leave unless the employee makes arrangements pursuant to the provisions of the Municipal

Pension Plan **upon return.**

25.06 Supplementary Employment Insurance Benefits

- (i) The SEIB Plan is intended to supplement the Employment Insurance benefits received by an employee while they are temporarily unable to work as a result of giving birth.
- (ii) **Birthing parents**—who are entitled to maternity leave **as provided for in Article 25 of the Collective Agreement** and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (iii) Subject to the approval of the Employment Insurance Commission, **non-birthing** parents who, due to the death or total disability of the **birthing parent**, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (iv) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and one hundred per cent (100%) of their gross weekly earnings and is paid for the first seventeen (17) weeks **of leave** provided the employee continues to receive Employment Insurance benefits.
- (v) Should an employee resign prior to the expiration of their maternity or parental leave or fail to remain in the active employ of the Employer for at least six (6) months after their return to work, the Employer shall recover monies paid pursuant to the SEIB Plan on a pro-rated basis.
- (vi) The Plan meets the requirements of Section 38 of the *Employment Insurance Regulations (SOR 96/332)* specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (vii) Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time an employee is receiving benefits. Under this SEIB Plan the Employer does not guarantee any specific level of earnings but rather is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any payback arising from changes to or the application of the tax regulations.

25.07 Seniority

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

ARTICLE 26, BENEFIT PLANS

26.01 Medical Services Plan and Extended Health Benefits

- (i) The District shall contribute eighty per cent (80%) of the monthly cost of the Medical Services Plan of British Columbia and of the Extended Health Benefits Plan under the trusteeship of the Capital Area Benefit Advisory Group for regular employees, provided that the employee agrees to contribute the remaining twenty per cent (20%) of both plans by payroll deduction.
- (ii) The Extended Health Benefit coverage shall include:
 - (a) vision care providing for full reimbursement towards the cost of the purchase of **prescription** eyeglasses or laser eye surgery every two (2) years for each regular employee and **their** dependents to a maximum cost of four hundred dollars (\$400.00) per pair or surgery;
 - (b) charges for routine eye examinations every two (2) calendar years when performed by a Physician or legally authorised optical provider to a maximum cost of **one hundred and twenty-five dollars (\$125.00)**.
 - (c) hearing aids to a maximum of three thousand **five hundred** dollars (**\$3,500.00**) every five (5) years.
 - (d) hair pieces and wigs for chemotherapy and alopecia patients payable to a maximum of five hundred dollars (\$500.00) per twenty-four (24) months.
 - (e) an unlimited lifetime maximum;
 - (f) Bluenet; and
 - (g) no deductible.

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

26.02 Group Life Insurance

- (i) All regular employees shall participate in the District's Group Life and Accident Insurance Plan, under the trusteeship of the Capital Area Benefit Advisory Group, as a condition of employment. Each employee shall be entitled to insurance coverage equal to two times (2x) annual salary to a maximum principal amount of insurance of two-hundred and twenty-five thousand dollars (\$225,000), with adjustments being made on an individual basis to correspond with changes in annual salary. Effective January 1, 2012, the insurance coverage shall be equal to three times (3x) annual

salary rounded upwards to the next higher thousand. The District agrees to pay eighty (80%) per cent of the cost of such coverage and the employee shall pay the remaining twenty per cent (20%) of the cost. The District shall pay eighty (80%) per cent of the premium of Group Life Insurance for spouses and dependent children as defined in the Plan in the principal amount of five thousand dollars (\$5,000) and two thousand dollars (\$2,000), respectively.

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

26.03 Municipal Pension Plan

- (i) All newly hired regular employees shall participate under the Municipal Pension Plan, subject to the terms and conditions of such Plan, from their initial date of hire as a regular employee.
- (ii) A newly hired employee, who was previously participating under the Municipal Pension Plan or a reciprocal plan, shall immediately be enrolled in the Plan, provided the new hire has not withdrawn their previous contributions and provided the break in service of the employee is thirty (30) calendar days or less.
- (iii) Auxiliary employees, who become eligible subject to the terms and conditions of the *Pension Benefits Standards Act*, may participate in the Plan.
- (iv) The District may rehire on an auxiliary basis superannuated employees provided such re-hirings do not prevent the promotion of employees from less senior positions.
- (v) An employee who prior to April 1, 2007, had purchased from the Municipal Pension Plan the time served by the employee in a probationary period with their current employer (which had not before been considered as pensionable service) shall be reimbursed fifty per cent (50%) of the purchase cost by their employer upon the employee producing the receipt and provided the employee has reached the minimum retirement age.

26.04 Death Benefits

- (i) In the event of death of any regular employee who had been employed by the District continuously for two (2) years, the District shall pay to the payroll direct deposit bank account of such employee a sum equal to one (1) month's salary or wages calculated at the rate to which **they were** entitled at the date of **their** death, such sums to be in addition to any salary or wages accrued to the credit of such employee at the time of **their** death.

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

26.05 Dental Plan

The Employer shall maintain a dental plan for regular employees under the trusteeship of the Capital Area Benefit Advisory Group, which shall provide for payment of one hundred per cent (100%) of claims under Plan "A" (basic services), fifty per cent (50%) under Plan "B" (prosthetic appliance and crown and bridge procedures) and fifty per cent (50%) under Plan "C" (Orthodontics to a maximum lifetime benefit of two thousand five hundred dollars (\$2,500.00) for each eligible employee and eligible dependent). Plan A (basic services) shall include composite (white) fillings on all teeth.

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

26.06 Effective Date of Benefit Coverage

It is understood that a regular employee's initial benefit coverage in the Medical Services, Dental, Extended Health, Group Life Insurance and Accidental Death and Dismemberment benefit plans will come into effect on the first day of the month following their date of hire or their appointment to regular status.

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

26.07 Maintenance of Benefit Coverage

A regular employee, while on temporary layoff or unpaid leave of absence of up to six (6) months shall continue to maintain their coverage in the Medical Services Plan, Dental, Extended Health, Group Life Insurance, Accidental Death and Dismemberment and Long-Term Disability benefit plans by paying one hundred per cent (100%) of the costs of the premiums beginning the first day of the month following that in which the layoff or leave occurs.

Additionally, an employee who is eligible for WorkSafeBC benefits may maintain their enrolment in the benefit plans by paying their share of the premium costs.

26.08 Common-law Relationships

An employee who co-habits with a person, and who promotes such person as a "spouse" (partner), and who has done so for a period of not less than **one (1)** year, 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 spouse.

26.09 Pre-Retirement Seminar

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

26.10 Long-Term Disability Plan

- (i) The Employer and the Union shall participate in the Long-Term Disability Plan provided under the joint GVLRA/CUPE LTD Trust, or its successor trust when applicable, pursuant to the Trust Agreement executed by Trustees representing the Union and the Greater Victoria Labour Relations Association on behalf of the Employer effective January 1, 1987, which Trust Agreement may be amended from time to time by the Trustees.
- (ii) All regular employees shall participate in this LTD Plan as a condition of continued employment. The required contributions for this coverage shall be as determined and amended from time to time by the Trustees and shall be shared equally by each employee through payroll deduction and the Employer (50% each), provided that in no event shall the total cost of such coverage exceed three per cent (3%) of the total payroll for basic CUPE wages. Should the current benefits prove impossible to maintain for this three per cent (3%) maximum in accordance with accepted actuarial accounting methods, the benefits shall be amended by the Trustees so that the three per cent (3%) total cost is maintained.
- (iii) The terms and conditions of this LTD Plan shall be as determined and amended from time to time by the Trustees, but in no event shall these benefits provide for other than the following, provided such benefits can be maintained for the total cost of three per cent (3%) of payroll:
 - (a) A benefit level of seventy per cent (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.
 - (a) A definition of disability which permits an employee to become eligible for benefits when completely unable to engage in **their** normal occupation for the first twenty-four (24) months of disability; and thereafter, when **they are** unable to engage in any occupation or employment for which **they are** reasonably qualified or may reasonably become qualified.
 - (c) A seventeen (17) week qualification period from the date of disability during which no benefit is payable under the Plan.
- (iv) All claims for LTD coverage shall be adjudicated and administered by a carrier selected for such purposes by the Trustees. The terms of the Trust Agreement and Plan Documents as applicable shall apply to all matters not specifically addressed in this Article. Should a conflict arise between this Article and any of the above documents, this Article shall always apply.

- (v) Benefits While on Long-Term Disability
- (a) An employee must make application for Long-Term Disability benefits while on an extended sick leave and prior to the completion of the qualification period, and that if the employee is accepted for Long-Term Disability benefits that the employee shall commence Long-Term Disability upon completion of the qualification period.
 - (b) An employee during the qualification period and while in receipt of Long-Term Disability benefits shall be considered to be on approved leave of absence. Such an employee, including one engaged in rehabilitation employment with the Employer, shall continue to be covered by the provisions of the Medical Services Plan, Extended Health Plan, Group Life Insurance and Dental Plan. While in receipt of Long-Term Disability payments, contributions to the Municipal Pension Plan shall be waived and such status shall be reported to the Plan.
 - (c) For recipients on Long-Term Disability benefits the eighty/twenty (80/20) premium cost sharing for the above plans shall remain for the first two (2) years while on Long Term Disability after which the access to such benefits ceases unless the Long-Term Disability recipient opts to continue benefit coverage by assuming the full premium costs of such benefits.

Effective January 1, 2008, for recipients on Long-Term Disability benefits the eighty/twenty (80/20) premium cost sharing for the above plans shall remain for the first two (2) years while on long term disability after which the benefit premium costs shall be shared fifty per cent (50%) by the Employer and fifty per cent (50%) by the recipient for the duration of their claim.
 - (d) Seniority shall continue to accrue while on Long-Term Disability.
 - (e) The GVLRA/CUPE LTD Trust may examine possible options to improve health and welfare benefit entitlements and make such recommendations to the Parties to this Agreement as the Trustees deem appropriate.
 - (f) Notwithstanding anything in this Article, the Employer and the Union recognize that eligibility for and entitlement to Long-Term Disability benefits shall be as set out in the Plan document.

ARTICLE 27, NEW AND REVISED CLASSIFICATIONS

27.01 Job Descriptions

The Employer agrees to draw up Job Descriptions for all positions for which the Union is the bargaining agent which shall be the recognized description. Where any such position changes sufficiently to warrant a revised description, or the Employer creates a new position, a new or revised description shall be prepared

by the Employer and forwarded to the Union. This description shall not be finalized by the Employer until thirty (30) days have elapsed following the Union's receipt of such description to allow opportunity for the Union to discuss such description with the Employer.

27.02 Pay Reviews

- (i) Where the work of a position changes sufficiently to warrant a reclassification, the employee, or the Union, involved may request a review of the pay rate for such position in writing, including providing the full details, using the approved questionnaire, to support the request to the Employer's Manager(s) of the operation. In a spirit of ensuring timely information is presented for pay review, the Employer shall review the details of the request and forward to the Human Resources Department and the Union for review by the Classification and Pay Review Committee within ninety (90) days of receipt. The Human Resources Department will advise the Joint Chairs of the Classification and Pay Review Committee of requests as received.
- (ii) Where a new position is established by the Employer, the rate of pay for such new position shall be established by the Employer for a period of six (6) months. The employee(s) involved, or the Union, may request a review of this pay rate in writing and accordance with (i) above following the completion of this six (6) month period.
- (iii) The Classification and Pay Review Committee (as set out in Article 27.03 below) shall complete the requested pay review within ninety (90) days of the request being submitted to it under section (i) and present its findings. If the Parties are unable to reach agreement as a result of such pay review, the matter may be resolved by arbitration under this Agreement.
- (iv) Pay reviews and arbitrations conducted pursuant to this Article shall be based primarily upon internal comparison to other positions contained in this Collective Agreement, with such internal comparison to be based, unless the Parties otherwise agree, primarily on the job evaluation plan and applicable weightings (which shall be deemed to be an Appendix to this Agreement) previously agreed to by the Parties.
- (v) When a position changes sufficiently to warrant a reclassification and a different rate of pay results, such different rate shall be paid retroactively to the date the request and all details for review were first received.

27.03 Classification and Pay Review Committee

- (i) The Employer and the Union mutually agree to establish a joint committee for the purpose of reviewing matters related to the reclassification and re-evaluation of existing positions. Such committee shall consist of not more than three (3) representatives from either the Employer or the Union. The Classification and Pay Review Committee shall:

- (a) screen and review written submissions and supporting documentation related to requests for the reclassification or re-evaluation of a specific job or series of job classification;
 - (b) discuss the merits of each case and where possible reach agreement on the matter under review;
 - (c) notify the employee(s) of the Committee's decision with regard to the final disposition of **their** case.
- (ii) The Employer and the Union agree to jointly undertake any necessary research requested to assist with the final adjudication of each case.

27.04 Salary Protection

- (i) An employee whose position was grandparented upon implementation of job evaluation / pay equity shall maintain their existing rate of pay and shall receive all general wage increases for the duration of the current Collective Agreement while such employee remains in their current position.
- (ii) An employee, whose position has been re-evaluated downward as a result of an evaluation initiated after the date of ratification of this Agreement to a pay grade below that pay grade presently received by the employee, shall be “blue-circled”.
- (iii) For the purposes of this Article, “blue-circled” means that the employee shall continue to receive fifty per cent (50%) of the negotiated wage increases applicable to the employee’s re-evaluated position until the wage rate of the employee’s position equals or exceeds the wage rate being received by the employee.

27.05 Positions to be Posted

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

27.06 Job Evaluation Plan Part of Collective Agreement

The Joint Gender-Neutral Weighted Point Job Evaluation Plan as agreed between the Employer and the Union forms part of this Collective Agreement as an Appendix.

ARTICLE 28, TECHNOLOGICAL CHANGE

28.01 The Union recognizes the right of the Employer to introduce technological change for the purpose of improving operating efficiency.

28.02 Where a technological change is to be implemented which (i) affects the terms and

conditions, or security of employment of a significant number of employees to whom the Collective Agreement applies; and (ii) alters significantly the basis upon which the Collective Agreement was negotiated, the Employer shall give a minimum of ninety (90) days' written notice of such change to the Union.

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

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

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

ARTICLE 29, SUB-CONTRACTORS

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

ARTICLE 30, NO STRIKES OR LOCKOUTS

30.01 During the term of this Agreement there shall be no lockouts by the Employer, or any person acting on behalf of the Employer; nor shall there be any strike, or withdrawal of services, on the part of the Union or any of the employees. The District shall not request, require or direct employees within this unit to perform work resulting from legal strikes which would normally be performed by those on strike, nor shall the employees within this unit be required to cross any legal Union picket line resulting from a legal strike as defined in the **BC Labour Relations Code**, and such employee shall be deemed to be on unpaid leave.

ARTICLE 31, NO OTHER AGREEMENTS

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

ARTICLE 32, MANAGEMENT RIGHTS

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

ARTICLE 33, NO DISCRIMINATION

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

ARTICLE 34, SEXUAL AND PERSONAL HARASSMENT

34.01 Sexual Harassment

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

34.02 Personal Harassment

- (i) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree to cooperate in attempting to resolve complaints of personal harassment which may arise in the workplace.
- (ii) For the purposes of this Article:
- (a) Personal harassment is generally a pattern of behaviour consisting of offensive comments, bullying or actions that serve to demean, belittle or intimidate an employee(s) or cause personal humiliation;
- (b) Personal harassment may include conduct related to unlawful discrimination under the **BC Human Rights Code**;
- (c) Personal harassment does not include reasonable management

activities to direct and manage the work force, including counseling, performance management and corrective discipline.

- (iii) Cases of personal harassment shall, if not resolved, be eligible to be processed as a grievance.

ARTICLE 35, OCCUPATIONAL HEALTH AND SAFETY

35.01 Mutual Co-operation

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

35.02 Hazardous Substances

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

35.03 Occupational Health and Safety Committee

The Parties agree to establish an Occupational Health and Safety Committee per the WorkSafeBC Regulations. One of the functions of this committee shall be to promote occupational health and safety in the workplace.

35.04 Protective Clothing

- (i) The District shall maintain an adequate supply of protective clothing for use by employees when such clothing is either required by the District or is required under WorkSafeBC regulations. Protective clothing, where required, shall be of a nature appropriate for the work being performed and will be supplied in appropriate sizes for the employees.
- (ii) The District agrees to furnish the following protective equipment and safety wearing apparel to designated employees. Such equipment and apparel shall be replaced upon presentation of the damaged or worn-out item:
 - (a) Safety helmets or hard hats
 - (b) Goggles, safety glasses or face shields
 - (c) Respirators and/or dust masks
 - (d) Rubber boots and rain gear
 - (e) Leather, rubber or puncture resistant gloves

35.05 Safety Footwear

For regular employees who have passed their probationary period, the Employer shall contribute one hundred dollars (\$100.00) annually towards the purchase of safety footwear where required by Worker's Compensation Regulations.

ARTICLE 36, CONTRACTING OUT

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

ARTICLE 37, PERSONNEL FILES

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

37.02 An employee shall have the right to make copies of any material contained in their personnel record.

ARTICLE 38, TERM OF AGREEMENT

38.01 Term

This Agreement shall be in effect from and including, January 1, 2022, to and including December 31, 2024, and shall continue in effect from year to year thereafter, subject to the right of either Party, within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, to require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Agreement, or a new Agreement.

38.02 Continuation Clause

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

38.03 Section 50 Excluded

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

ARTICLE 39 INDEMNIFICATION

39.01 Employees shall be indemnified against claims for damages in accordance with the Employer's Indemnification bylaw (No. **3804**) including any amendments which shall be attached to and form part of this Agreement.

39.02 Any dispute regarding the application of the Indemnification bylaw to an employee shall be processed through the grievance procedure.

ARTICLE 40, LETTERS OF UNDERSTANDING

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

- Letter No. 1 - Government Funded Salary Sharing
- Letter No. 2 - Auxiliary Employee Troubleshooter
- Letter No. 3 - Fitness Instructor - Aerobics
- Letter No. 4 - Re-Employment of **Laid-off** Auxiliary Employees
- Letter No. 5 - Employee and Family Assistance Plan
- Letter No. 6 - Utility Operator Program – Integrated Water Services
- Letter No. 7 - Time Off in Lieu (TOIL)
- Letter No. 8 - Hours of Work – Night Shift Maintenance Workers: Panorama Recreation
- Letter No. 9 - Core Area Wastewater Treatment and Conveyance Operations**
- Letter No. 10 - Alternative Work Concept**

IN WITNESS WHEREOF the Parties hereto have caused this Collective Agreement to be executed this 28th day of September in the year 2023, in the City of Victoria, Province of B.C.

FOR THE EMPLOYER

FOR THE UNION

“Kevin Murdoch”

“Tom Benjamin”

Board Chair, GVLRA

President, CUPE Local 1978

“Chris Coleman”

“John Hicks”

Board Director, GVLRA

Bargaining Chair, CUPE Local 1978

Julie Bradley”

“James Brenay”

Executive Director, GVLRA

Bargaining Representative,
CUPE Local 1978

APPENDIX "A" - CAPITAL REGION HOUSING CORPORATION

This Appendix is attached to and forms part of the Collective Agreement between the Capital Regional District and Canadian Union of Public Employees, Local 1978. This Appendix applies only to those employees of the Capital Region Housing Corporation who are not specifically excluded from the bargaining unit under Article 2.02 (iii) of the Collective Agreement. The terms of the Collective Agreement apply to applicable employees of the Housing Corporation who are covered by this Appendix, save and except as hereinafter amended. Where a conflict arises between this Appendix and any Article of the Collective Agreement, this Appendix shall take precedence.

1. Jurisdiction

For the purpose of work jurisdiction, the District and the Union agree that the Capital Region Housing Corporation is a separate and unique employer from the Capital Regional District. The work of the Housing Corporation is the sole jurisdiction of the Housing Corporation. Employees of the Regional District have no proprietary right nor claim to any work performed by employees of the Housing Corporation.

2. Definitions

- (i) When the following terms or titles appear in any Article of the Collective Agreement applicable to the Housing Corporation, the following terms or titles shall be substituted therefore when applying such Articles to the Housing Corporation.
 - (a) Housing Corporation for "District" or "Department"
 - (b) Housing Corporation for "Employer"
 - (c) Appendix "A" for "Agreement" or "Collective Agreement"
 - (d) Capital Region Housing Corporation for "Capital Regional District Board".

3. Union Recognition

The following Housing Corporation's excluded employees are defined solely for purposes of Article 2.02 (iii) of the Collective Agreement.

- (i) "Maintenance employee" refers to those employees of the Housing Corporation who perform general maintenance and repairs, or capital alterations and improvements at housing projects administered by the Housing Corporation.
- (ii) "Temporary and part-time rental agent" refers to those employees of the Housing Corporation who are hired on an auxiliary basis to assist in the rent-up of housing projects administered by the Housing Corporation.

4. Hours of Work

The following applies only to employees of the Housing Corporation covered by this Appendix:

Article 12 of the Collective Agreement notwithstanding, employees of the Housing Corporation shall work irregular or staggered hours between the hours of 7:00 a.m. and 9:30 p.m. when operations of the Corporation necessitate. Overtime rates shall not apply to such irregular or staggered hours during the employee's normal workweek (Monday-Friday). Employees expected to work irregular or staggered hours on weekends shall, if practicable, be given at least twenty-four (24) hours' notice in advance of such work and overtime rates shall apply for such weekend work.

5. Overtime

The following provision applies only to employees of the Housing Corporation covered by this Appendix.

Article 13 of the Collective Agreement notwithstanding, overtime rates shall not apply to employees of the Housing Corporation who work irregular or staggered hours during the normal week (Monday-Friday) pursuant to section 4 of Appendix "A". Overtime rates shall apply to irregular or staggered hours of work performed on weekends in accordance with section 4 of Appendix "A", when such work is not part of a continuous operations schedule.

6. Sub-Contractors

The following applies only to the Capital Region Housing Corporation:

Article 29 of the Collective Agreement notwithstanding, all sub-contractors of the Housing Corporation shall provide wages which are at least equal to those specified in this Agreement when the sub-contractor is performing work on a regular basis, except when the Municipal Non-Profit Housing Program requirements prohibit.

APPENDIX A - 1 (CARETAKERS)

This Appendix A-1 is attached to, and forms part of Appendix “A” - Capital Region Housing Corporation as established in the Collective Agreement between the Capital Regional District and the Canadian Union of Public Employees, Local 1978.

This Appendix A-1 applies only to Caretakers working in the Capital Region Housing Corporation and establishes all the terms and conditions of employment applying to Caretakers. It is understood that the terms and conditions of the Collective Agreement apply to such Caretakers unless expressly excluded by this Appendix A-1. In the event any conflict arises between this Appendix A-1 and any provision of the Collective Agreement, then this Appendix A-1 shall apply.

1. Jurisdiction:

For the purposes of work jurisdiction, the District and the Union agree that the Capital Region Housing Corporation is a separate and unique Employer from the Capital Regional District. The work of the Housing Corporation is the sole jurisdiction of the Housing Corporation. Employees of the Regional District have no proprietary rights nor claim to any work performed by employees of the Housing Corporation.

2. Caretaker Definition

“Caretaker” refers to those employees of the Housing Corporation who perform general caretaking duties at housing projects administered by the Housing Corporation.

If the duties of any Caretaker(s) changes significantly during the term of the Agreement, the Parties shall meet to discuss the effect of such changes, including the appropriate wage rate. Any dispute in this area may be submitted to the grievance procedure.

3. Probationary Period

Newly hired caretakers shall serve a probationary period as set out in Article 9.02 (Regular Caretakers) or Article 1.08 (ii) (e) (Auxiliary Caretakers) of the Agreement between the Capital Regional District and the Union.

4. Hours of Work

- (i) A Caretaker shall be advised of the expected hours of work to be provided at the time of hire or at the time of assignment to a new or different complex(es).
- (ii) A Caretaker’s regular workweek shall consist of five (5) working days, Monday to Friday inclusive.
- (iii) A Caretaker’s range of normal hours of work shall be between the hours of 7:00 a.m. and 6:00 p.m. Monday to Friday. These normal hours shall be posted for the attention of the tenants.

The Parties agree that a Caretaker may be required to work hours to ensure that core business hours (8:00 a.m. to 5:00 p.m.) are covered, ensuring that operational and tenant needs are best maintained. However, a regular full-time Caretaker has the discretion to schedule and perform the requirements of their job between the hours of 7:00 a.m. and 9:00 p.m. Monday to Friday, to a maximum of forty (40) hours per week. Likewise, a regular part-time Caretaker has the discretion to schedule and perform the requirements of their job between such hours. (For example: to meet the needs of a project(s), a full-time Caretaker may choose to work two (2) hours in the morning, four (4) hours in the afternoon, and a further two (2) hours in the evening prior to 9:00 p.m.).

Resident Caretakers will conduct a security check at the Caretaker's home complex before 9:00 p.m. The check may take place at the end of the Caretaker's normal workday.

It is further understood that Resident Caretakers are excluded from overtime (TOIL) for nuisance and disturbance disruptions which do not constitute scheduled overtime or legitimate emergencies.

Nuisance and disturbance disruptions shall not include:

- (a) Letting tenants who are locked out of their units back in;
- (b) Clearing blocked drains, toilets, sinks or bathtubs;
- (c) Showing suites without an appointment made at least twelve (12) hours in advance, or
- (d) Showing suites after 8:00 p.m.

Further, it is clarified that:

Subject to section 4(v), Resident Caretakers have no obligation to remain on site or to respond to (unless voluntarily) the Corporation's business, during their scheduled time off. Resident Caretakers have no responsibilities to fulfill overtime or emergency conditions beyond that of any other CUPE member.

Resident Caretakers will have no obligation to respond in person to a situation in a Corporation facility that in their opinion represents a threat to their physical safety.

- (iv) For each consecutive four (4) hours worked during a workday, Caretakers are entitled to a paid rest break of fifteen (15) minutes.
- (v) Variance to Regular Workweek and Workday:
To accommodate residential move-ins and move-outs, the Employer may require a Caretaker to work on a Saturday or Sunday for which the Caretaker shall receive time off in lieu (TOIL) on an hour per hour basis with a one (1) hour minimum.

- (vi) The Employer may request a Caretaker to be available when inclement weather is forecast and shall be compensated according to Standby rates. Such a request shall not be unreasonably declined by a Caretaker.
- (vii) TOIL
A Caretaker may accumulate up to five (5) days of TOIL which must be taken within six (6) months of being earned. Scheduling of this paid leave shall be by mutual agreement between the Caretaker and the Employer. Time off in lieu shall not be carried beyond a calendar year-end (December 31) and may be paid out in cash by the Employer at year-end.

5. Wage Rates

Caretakers' wage rates are shown as Pay Grade H01 in Schedule A1.

6. Statutory Holidays

- (i) Statutory holidays established in Article 18.01 of the CRD / CUPE Local 1978 Collective Agreement shall apply to Caretakers.
- (ii) If a Caretaker is required to work on a Statutory Holiday, **they** shall be compensated as set out in the Standby provision set out in Article 13.04 and 13.05.

7. Long-Term Disability: Resident Caretakers

It is understood that a Resident Caretaker shall vacate the caretaker suite as soon as practical after receiving a formal reply to an application for LTD and, in any event, the Caretaker shall move out within two (2) months of making such application. It is further understood that when a Resident Caretaker applying for LTD is required to vacate the caretaker suite, the Employer will endeavour to offer alternate acceptable housing, if available, within the Housing Corporation's portfolio of suites.

8. Leave of Absence

Employer is willing to consider circumstances where paid and unpaid leave of absence may be granted.

9. Layoffs

Layoff of Caretakers shall be in reverse order of seniority with the most junior Caretaker being laid off first, provided always that the remaining Caretakers have the qualifications, experience, skill and ability to perform the on-going work.

10. CRD/CUPE Local 1978 Provisions that do not apply

It is agreed and understood by the Parties that the following provisions of the CRD/CUPE Local 1978 Collective Agreement shall not apply to Caretakers as such issues are addressed in this Appendix or do not apply to Caretakers:

- | | |
|--|---|
| <ul style="list-style-type: none"> (i) Article 11 (ii) Article 12 (iii) Article 13 (iv) Article 15 | <ul style="list-style-type: none"> Layoffs, Recall and Bumping Hours of Work Overtime, except for 13.04 and 13.05 Wages / Salaries and Allowances, except for 15.04 |
|--|---|

- (v) Article 18 Statutory Holidays, except for 18.01
- (vi) Article 27 New and Revised Classifications
- (vii) Article 40 Letters of Understanding, except for LOU #5 and LOU #7

11. Vehicle Allowance

- (i) When a Caretaker is required to use their personal vehicle in carrying out their Caretaker duties, the Caretaker shall receive a vehicle allowance as provided in Article 15.04.
- (ii) Personal vehicles referred to in (i) will be properly equipped, registered, insured, licensed and capable of, in all weather conditions, safely ensuring that the Caretaker is able to carry out their caretaker duties.
- (iii) **The Employer shall reimburse a Caretaker the difference between the cost of insuring a vehicle for travel to-and-from work, and business use.**

APPENDIX "B" - AUXILIARY RECREATION DEPARTMENT EMPLOYEES

This Appendix is attached to and forms part of the Collective Agreement between the Capital Regional District and the Canadian Union of Public Employees, Local 1978.

This Appendix applies only to auxiliary employees working in the Capital Regional District's Recreational Departments (excluding regional parks, except waterfront lifeguards are included) and establishes all the terms and conditions of employment (salaries and wages, hours of work and other conditions) of such employees.

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

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

Aquatic Worker I

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

Aquatic Worker II

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

APPENDIX “C” - WATER DEPARTMENT

This Appendix is attached to and forms part of the Collective Agreement between the Capital Regional District and the Canadian Union of Public Employees, Local 1978. This Appendix applies only to those employees employed in the Water Department which formerly was the Greater Victoria Water District (and formerly CUPE, Local 598). The terms of the Collective Agreement shall apply to employees of the Water Department save and except as hereinafter amended. Where a conflict arises between this Appendix “C” and any Article of the Collective Agreement, this Appendix “C” shall take precedence.

ARTICLE 1, HOURS OF WORK

1.01 Hours

The normal working day shall consist of eight (8) hours between 7:00 a.m. and 5:00 p.m. (one-half (½) hour for lunch included). The normal working week shall consist of five (5) normal working days between 7:00 a.m. Monday and 5:00 p.m. Friday. The above hours may be varied by mutual agreement of the Employer and the Union.

1.02 Water Disinfection Plant Operators

- (a) The work week shall be consecutive days of work, Sunday through Saturday, and shall average forty (40) hours per week on an annualized basis. Weekly wages paid shall be forty (40) hours pay at straight time rates.
- (b) The Water Disinfection Plant Foreman shall prepare and post the work schedule for Water Disinfection Plant Operators. The work schedule shall be subject to the approval of the Employer.
- (c) The hours of work for the Water Disinfection Plant Foreman shall be governed by Article 1.01 Hours.
- (d) Where the Water Disinfection Plant Operators work a twelve (12) hour a shift schedule, such period shall include a paid meal period.
- (e) Water Disinfection Plant Operators required to work on a Statutory Holiday, as defined in Article 18.01, shall receive payment of wages of the day’s pay plus double time (2x) the regular rate. For the purposes of this section a twelve (12) hour shift schedule shall mean a day.
- (f) Water Disinfection Plant Operators who are called in and required to perform work on their scheduled day of rest shall be paid at the rate of time and one-half (1½x) for the first three (3) hours worked, and double (2x) time for any additional hours worked on the first rest day. Where Water Disinfection Plant Operators are required to perform work on the immediately succeeding rest day, all hours worked on that second day of rest shall be paid at double (2x) rates. Where Water Disinfection Plant Operators are required to perform work on any subsequent rest days, they shall be paid at rate and one-half (1½x) for the first three (3) hours worked and double time (2x) for any additional hours worked.

- (g) Water Disinfection Plant Operators working the afternoon/graveyard shift on a twelve (12) hour shift schedule shall be paid the higher premium for the full shift.

1.03 Technical Staff Hours

Employees working in the Engineering and Planning Division and in the Water Quality Control Division (except Water Disinfection Plant Operators) shall work an average of thirty-five (35) hours per week. The normal working day shall consist of seven (7) hours between the hours of 7:00 a.m. and 5:00 p.m. **or by mutual agreement between the Employer and employee between 7:00 a.m. and 6:00 p.m.** While the Parties to this Agreement recognize that the Employer has the sole right to determine the hours of operation, both Parties recognize that it may be mutually beneficial to have flex-time arrangements for certain operations.

Employees on flex-time schedules may propose their own work schedules choosing their own starting and finishing times, the length of their lunch period and the days in which they attend work, provided that an average of one hundred and forty (140) hours are worked in a four (4) week period, and provided that approval is received from the Employer in advance for the proposed work schedule.

Once a work schedule has been approved, it may not be changed without the mutual agreement of the employee(s) and the supervisor directly affected by the schedule.

When an agreed-to schedule for flex-time hours is being worked, overtime rates shall apply for hours worked over and above the normal daily scheduled hours.

1.04 Fleet Maintenance

Notwithstanding Article 1.01 above, for the purposes of equipment overhaul or preventative maintenance upon five (5) **workdays'** notice the Employer may vary the shifts and workweek of such employees of the Fleet Services Division pursuant to the following:

- (a) The normal hours of work shall be eight (8) consecutive hours per day (a paid one-half (½) hour for lunch included) and forty (40) hours per week.
- (b) The normal workweek shall consist of five (5) consecutive **workdays**, Monday to and including Friday.
- (c) Shift times shall be three o'clock p.m. (3:00) to eleven o'clock p.m. (11:00).
- (d) The afternoon shift premium of seventy-five cents (75¢) per hour shall apply to the entire eight (8) hour shift.
- (e) A designated chargehand shall receive an additional thirty cents (30¢) per hour premium for the afternoon shift. In the event a designated chargehand is working in the watershed the premium shall be fifty cents (50¢) per hour instead of thirty cents (30¢) per hour.
- (f) While working in the watershed on maintenance duties of any equipment,

an afternoon shift employee shall be paid an additional premium of one dollar and fifty cents (\$1.50) per hour.

- (g) An employee on staff prior to February 1, 1992, may refuse to work this afternoon shift and shall remain on normal hours of work subject to the following provision.
- (h) In the event a minimum of two (2) journeyman mechanics do not elect to work the afternoon shift, and after consultation with the Union, the Employer shall designate two such employees to work the afternoon shift.

1.05 Clerical Hours

- (a) The normal workday shall consist of seven (7) hours between 8:00 a.m. and 5:00 p.m. (minimum **one half (½)** hour lunch period not included) **or by mutual agreement between the Employer and employee between 7:00 a.m. and 6:00 p.m.**
- (b) The normal work week shall consist of five (5) such days, Monday to Friday inclusive.

1.06 Clerical Hours (Modified Work Schedule)

- (a) The Parties to this Agreement recognize the Employer has the sole right to determine the hours of operation and may approve a modified work schedule. When a work schedule has been approved it shall not be changed except by mutual agreement of the employee and their immediate supervisor.
- (b) Clerical staff may propose their own starting and finishing times, the length of the lunch period, and the days in which they attend work, provided that an average of one hundred and five (105) hours are worked in a three (3) week period, and provided that:
 - (1) the normal work week shall be Monday to Friday, and
 - (2) the normal workday shall be between 8:00 a.m. and 5:00 p.m. **or by mutual agreement between the Employer and employee between 7:00 a.m. and 6:00 p.m.** and
 - (3) the lunch period shall be a minimum of one-half (½) hour.
- (c) Overtime rates in accordance with those set out in Article 13.01, shall apply for hours worked over the modified work schedule.
- (d) When a modified work schedule is being worked, the scheduled day off may be changed subject to a pressing operational need. Where it becomes necessary for the employee to work on the scheduled day off, arrangements will be made to reschedule the day off to a later date agreeable to the employee and the Employer within the following three (3) week period. An employee who has made personal commitments for the day such as travel arrangements or hotel bookings, may refuse to work on their scheduled day off.

ARTICLE 2, TRAVELLING TIME AND BUS DRIVING TIME

2.01 Goldstream Watershed - Travelling Time

Seventeen dollars (\$17.00) per day PROVIDED employees are away from the yard for a period of nine and one-half (9 ½) hours.

2.02 Sooke Lake and Charters Creek Watersheds - Travelling Time

Twenty-two dollars (\$22.00) per day PROVIDED employees are away from the yard for a period of ten (10) hours or more.

2.03 Bus Driving Time

- (a) Bus driving time shall be one and three-quarters (1¾) hours to Sooke Lake and one and one-quarter (1¼) hours to Goldstream. This includes pre and post trip inspection time.
- (b) Bus drivers shall be responsible for scheduling their departure from the yard so as to arrive at the work site no later than five (5) minutes prior to the start of the work shift and shall leave the work site no earlier than the end of the full work shift.

2.04 Definitions - Goldstream, Sooke and Charters Creek Watersheds

- (a) For the purpose of this section, the Goldstream Watershed shall be defined as all that land owned by the Employer and included in the area known as the Greater Victoria Water Supply area, situated to the south and east of the north and west boundaries of Lot 63, Malahat Land District.
- (b) The Sooke Lake Watershed shall be defined as all that land owned by the Employer and included in the area known as the Greater Victoria Water Supply area, situated to the north and west of the north and west boundaries of Lot 63, Malahat Land District.
- (c) The Charters Creek Watershed shall be defined as all lands owned by the Employer contained within the boundaries of Section 21, Otter Land District and Plan 2675 right-of-way which includes the treatment plant area and water supply lines.

ARTICLE 3, DIRTY WORK BONUS

3.01 Dirty work bonus shall only be paid in the following circumstances:

- (a) All applications of hot or cold tar,
- (b) All work performed while inside pipes,
- (c) All welding/cutting of galvanized material,
- (d) All rock drilling and/or blasting.
- (e) Caulking lead joints.
- (f) Initial power washing of vaults and cleanout of debris associated with power washing.
- (g) Where additional ventilation is needed and respirator equipment is required

to be worn while working inside vaults.

To be eligible under (f) or (g) above, the Waterworks Superintendent must give approval for the Dirty Work Bonus to apply prior to any work being initiated, such approval shall not be unreasonably withheld.

- 3.02 The bonus for dirty work shall be one (1) hour additional pay when two (2) hours or less dirty work is performed in one (1) working day or; two (2) hours additional pay when more than two (2) hours is performed in one (1) working day or; three (3) hours additional pay when more than eight (8) hours is performed in one (1) working day.

ARTICLE 4, HEAVY CONSTRUCTION ALLOWANCE

- 4.01 One (1) hour pay per day shall be paid to any employee for laying and construction of any new pipe jobs where the size of the pipe is equal to or larger than twenty-four inches (24") outside diameter, provided one (1) full day is worked.
- 4.02 One (1) hour pay per day shall be paid to the operator of any equipment of more than 10,000 kg gross weight working on Goldstream, Sooke Lake, Charters, Council, Deception and Leech watersheds, but exclusive of the Goldstream gravel pit and pipe yard, provided one (1) full day is worked. Article 4.01 or 4.02 shall apply but not both at the same time. This clause only applies to the following:
- Any shovel operator (over 10,000 kg)
 - Any truck operator (over 10,000 kg)
- 4.03 An aggregate of one full working day accumulated by an employee who sporadically works on the sites described in Article 4.01 and 4.02 above shall entitle the employee to the additional one (1) hour allowance.

ARTICLE 5, ELECTRICAL PERMITS

Where, pursuant to provincial statute or regulation, the Employer maintains an annual electrical permit or licence, the Employer shall reimburse the designated electrical journeyman for fees required to renew the required contractor license held by the employee.

ARTICLE 6, SAFETY AND PROTECTIVE CLOTHING

6.01 Unsafe Working Conditions

- (a) No employee shall carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment when that employee has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.
- (b) Pursuant to section (a) an employee who refuses to carry out a work process or operate a tool, appliance or equipment shall forthwith report the circumstances of the unsafe condition to **their** supervisor.

- (c) The supervisor receiving a report made under section (b) shall forthwith investigate the matter and:
 - (1) ensure that any unsafe condition is remedied without delay; or
 - (2) if in **their** opinion the report is not valid **they** shall so inform the employee who made the report.
- (d) When the procedure under section (c) does not resolve the matter and an employee continues to refuse to carry out a work process, the supervisor shall investigate the matter in the presence of the employee who made the report and in the presence of:
 - (1) Union representative of the Occupational Health and Safety committee; or,
 - (2) an employee who is selected by the Union.
- (e) When the investigation under section (d) does not resolve the matter and an employee continues to refuse to carry out a work process or operate a tool, appliance or equipment, both the supervisor, and the Union shall forthwith notify an officer of WorkSafeBC who shall investigate that matter without undue delay and issue whatever orders **they** deem necessary.
- (f) No employee shall be subject to disciplinary action because **they have** acted in compliance with this provision or an order made by an officer of the Board.
- (g) The employee shall be given temporary assignment to alternative work at no loss in pay to the employee until the matter in section (a) is resolved and such temporary assignment shall not be deemed to constitute disciplinary action.

6.02 Pay for Injured Employees

This Article shall apply to all employees employed by the Employer (Water Services) up to and as of December 31, 2007. Such employees shall be “grandparented” and remain entitled to the provisions of this Article for the duration of their employment.

Effective January 1, 2008, all newly hired employees affected by Appendix “C” (Water) shall be subject to WorkSafeBC payments as established by WorkSafeBC statutes and regulations (meaning the same entitlements as all other employees of the Capital Regional District) and the provisions of this Article shall not apply to such newly hired employees.

- (a) An employee who sustains a work-related injury during working hours and is required to leave for medical treatment or is sent home as a result of such injury, shall receive payment for the remainder of that shift at the employee's regular rate of pay without deduction from accrued sick leave.
- (b) From the first day of lost time until the WorkSafeBC accepts the claim and pays wage loss payments directly to the Employer, the employee will receive sick leave benefits at one hundred per cent (100%) of earnings until

they utilize **their** accumulated sick leave entitlement.

- (c) When the Employer receives the wage loss payments from WorkSafeBC, the Employer will reduce the pay to the injured employee to seventy-five per cent (75%) of gross earnings less the employee's share of premium payment for **Extended Health and Dental** Benefits, Pension Plan and Union Dues.
- (d) The twenty-five per cent (25%) of wages paid to the employee over and above the WorkSafeBC portion will be reimbursed to the Employer by the employee for the days that WorkSafeBC has accepted liability and the employee's sick leave bank shall be credited for those days used as sick leave accordingly.

6.03 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident occurring on the Employer's property or while at work, shall be at the expense of the Employer, provided transportation expenses are not covered by WorkSafeBC.

6.04 First Aid Kits

A WorkSafeBC approved First Aid Kit shall be supplied by the Employer for each mobile unit operated by or used for transporting employees.

6.05 Covered Trucks

All trucks used for transportation of employees shall be covered.

6.06 Coveralls

The Employer will supply clean coveralls, free of charge to employees who are required to perform work for maintenance, repair and operational purposes and/or where exposure to adverse elements is routine while performing their regular duties.

- (a) Wearing of coveralls is mandatory for maintenance employees who are working in areas in view of the public.
- (b) Coveralls will be cleaned on a regular basis by the Employer at no cost to the employee.
- (c) Worn or damaged coveralls will be replaced by the Employer at no charge to the employee upon return of the coveralls to the Employer.
- (d) Coveralls shall be signed out to employees and shall remain the property of the Employer.
- (e) employees are responsible for the safekeeping, care and return of the coveralls issued and signed out to them.

6.07 Personal Protective Equipment and Clothing

- (a) The Employer shall provide employees with personal protective equipment as required by WorkSafeBC Regulations including the following protective clothing and items:
 - (1) Rain gear (includes pants, coat, hat, hip boots and knee boots);
 - (2) Gloves;
 - (3) Hard hats;
 - (4) Hearing protection;
 - (5) Respiratory equipment.
- (b) Items listed in (a) above shall be issued to employees subject to the terms and conditions outlined below:
 - (1) All personal protective equipment and protective clothing issued to an employee free of charge by the Employer must be signed for by the employee.
 - (2) Personal protective equipment and/or protective clothing shall remain the property of the Employer.
 - (3) employees issued personal protective equipment and/or protective clothing are responsible and will be held accountable for the safe-keeping, care and return to the Employer of equipment listed in (a) above.
 - (4) The Employer shall provide the employee with locker space and a lock, as deemed necessary by the supervisor, for storage and safe keeping of personal protective equipment and/or protective clothing which has been supplied by the Employer.
 - (5) Personal protective equipment and/or protective clothing issued to the employee, which has become worn or damaged and needs to be replaced must be presented to Stores before a replacement issue will be made.
 - (6) Employees who fail to return personal protective equipment and/or protective clothing issued to them shall be liable for the cost of all items not returned. The Employer shall have the right to deduct such costs from the employee's earnings.

6.08 Return of Employer Property

Upon leaving employment, each employee shall return all Employer property which has been signed out by the employee during the course of employment. Failure to return such property may result in the Employer recovering either the property or its cost through its legal means.

ARTICLE 7, GENERAL CONDITIONS

7.01 Emergency Call

It is agreed that for emergency repairs outside of working hours, employees and/or crews will turn out, not as a mandatory requirement, but because it is expected of employees working for a utility operation.

7.02 Tool Replacement

A tradesperson or apprentice required to supply their own hand tools shall have broken and worn tools replaced by the Employer with ones of equal quality. The Employer shall provide theft and fire insurance on an employee's tools while in the Employer's premises and vehicles. If new equipment requires new or specialized hand tools such tools shall be provided by, with ownership retained by, the Employer.

ARTICLE 8, FIRE FIGHTING AND CONDITIONS

8.01 Fire Conditions

Where fire conditions necessitate, employees engaged in forestry work shall go on early shift with working hours similar to those permanently engaged in such work and Article 14, Shift Differential, shall apply.

SCHEDULE A1

7 hr/day plus 8 hr/day as noted in (a)

Jan 1, 2022 (\$0.25 + 3.24%) / Jan 1, 2023 (4%) / Jan 1, 2024 (3%)

<u>Pay Grade</u>	<u>Classification Title</u>	<u>Year</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
01		2022	22.51	23.38	24.33
		2023	23.41	24.32	25.30
		2024	24.11	25.05	26.06
02		2022	23.38	24.33	25.28
		2023	24.32	25.30	26.29
		2024	25.05	26.06	27.08
03		2022	24.33	25.28	26.28
		2023	25.30	26.29	27.33
		2024	26.06	27.08	28.15
04	Clerk 1 Operations Assistant	2022	25.28	26.28	27.27
		2023	26.29	27.33	28.36
		2024	27.08	28.15	29.21
04a	*Facility Attendant				
05	Clerk/Receptionist Kennel Assistant	2022	26.28	27.27	28.30
		2023	27.33	28.36	29.43
		2024	28.15	29.21	30.31
05a	*Facility Maintenance Worker 1				
06	Clerk 2 Clerk Typist 2	2022	27.27	28.30	29.31
		2023	28.36	29.43	30.48
		2024	29.21	30.31	31.39
07	Clerk 3 Clerk Typist 3 Data Entry Clerk Receptionist Technical Assistant	2022	28.30	29.31	30.33
		2023	29.43	30.48	31.54
		2024	30.31	31.39	32.49
08	Accounting Clerk 1 Clerk 4 Clerk Typist 4 Program Assistant Water Quality Technical Assistant - Lab/Sampling	2022	29.31	30.33	31.34
		2023	30.48	31.54	32.59
		2024	31.39	32.49	33.57
08a	Clerk 4 Electronics Technician 1 Facility Maintenance Worker 2				
09	Accounting Clerk 2 Administrative Secretary 1 Clerk 5 Clerk Typist 5 Park Patrol Officer Water Quality Technical Assistant – Aquatic Ecology	2022	30.33	31.34	32.36
		2023	31.54	32.59	33.65
		2024	32.49	33.57	34.66

SCHEDULE A1

7 hr/day plus 8 hr/day as noted in (a)

Jan 1, 2022 (\$0.25 + 3.24%) / Jan 1, 2023 (4%) / Jan 1, 2024 (3%)

<u>Pay Grade</u>	<u>Classification Title</u>	<u>Year</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
09a	Clerk 5 Facility Maintenance Worker 3 Recycling Program Assistant				
10	Accounting Clerk 3	2022	31.34	32.36	33.37
	Administrative Clerk 1	2023	32.59	33.65	34.70
	Administrative Secretary 2	2024	33.57	34.66	35.74
	Animal Care Officer				
	IT Technician				
	Kennel Master				
	Print Services Technician				
	Program Technician				
	Receptionist – Team Lead				
	Water Sampling Technician 1				
10a	Administrative Clerk 1 Program Technician				
11	Accounting Clerk 4	2022	32.36	33.37	34.40
	Administrative Clerk 2	2023	33.65	34.70	35.78
	Administrative Secretary 3	2024	34.66	35.74	36.85
	Assistant Environmental Technician				
	Cycling Coordinator				
	Research Assistant				
12	Accounting Clerk 5	2022	33.37	34.40	35.38
	Administrative Clerk 3	2023	34.70	35.78	36.80
	Administrative Secretary 4	2024	35.74	36.85	37.90
	Assistant Bylaw Enforcement Officer				
	Building Inspector 1				
	Lab Technician				
	Park Naturalist 2				
	Technical Services Technician 1				
	Technician				
12a	Facility Maintenance Coordinator Facility Maintenance Worker 4 Technician				
13	Administrative Assistant	2022	34.40	35.38	37.67
	Administrative Coordinator 1	2023	35.78	36.80	39.18
	Asset Maintenance Technician	2024	36.85	37.90	40.36
	Demand Management Assistant				
	Environmental Technician 1				
	GIS Technician				
	Information Technician 1				
	Property Manager 1				

SCHEDULE A1

7 hr/day plus 8 hr/day as noted in (a)

Jan 1, 2022 (\$0.25 + 3.24%) / Jan 1, 2023 (4%) / Jan 1, 2024 (3%)

<u>Pay Grade</u>	<u>Classification Title</u>	<u>Year</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
	Recreation Program Coordinator 1				
	Senior Accounting Clerk				
	Senior Administrative Secretary				
	Watershed Technologist 1				
13a	Administrative Coordinator 1				
	Landfill Technician				
	Warehouse Coordinator				
	Information Technician 1				
14	Administrative Coordinator 2	2022	35.38	37.67	40.12
	Bylaw Enforcement Officer 1	2023	36.80	39.18	41.72
	Computer Support Technician	2024	37.90	40.36	42.97
	Draftsperson 2				
	Engineering Technician 1				
	Environmental Technician 2				
	Financial Analyst 1				
	Information Technician 2				
	Laboratory Technician 2				
	Planning Assistant				
	Property Manager 2				
	Recreation Program Coordinator 2				
	Senior Park Naturalist				
	Technician – Local Services				
	Water Sampling Technician 2				
14a	Maintenance Management Coordinator				
	Park Maintenance Leadhand				
	Asset Integration Technician				
15	Administrative Officer 1	2022	37.67	40.12	42.72
	Assistant Property Officer	2023	39.18	41.72	44.43
	Bylaw Enforcement Officer 2	2024	40.36	42.97	45.76
	Environmental Science Officer 1				
	Finance Officer 2				
	Financial Analyst 2				
	GIS Technologist				
	Information Technician 3				
	Park Planning Assistant 1				
	Policy Analyst				
	Property Manager 3				
	Recreation Program Coordinator 3				
	Watershed Technologist 2				
	Web Technician				
	Information Management Analyst				
15a	Building Services Coordinator		Park Technician		
	Electronic Technician 2		Senior Operator 2		
	Facility Maintenance Supervisor				

SCHEDULE A1

7 hr/day plus 8 hr/day as noted in (a)

Jan 1, 2022 (\$0.25 + 3.24%) / Jan 1, 2023 (4%) / Jan 1, 2024 (3%)

<u>Pay Grade</u>	<u>Classification Title</u>	<u>Year</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
16	Administrative Officer 2	2022	40.12	42.72	45.48
	Business System Support Technician	2023	41.72	44.43	47.30
	Building Inspector 2	2024	42.97	45.76	48.72
	Database Analyst				
	Draftsperson 3				
	Engineering Technician 2				
	Environmental Science Officer 2				
	Finance Officer 3				
	Financial Analyst 3				
	Information Technician 4				
	Laboratory Coordinator				
	Planning Assistant 2				
	Programmer/Analyst				
	Recreation Program Coordinator 4				
	Senior Bylaw Enforcement Officer				
	System Support Technician				
	Technical Services Technician 2				
Payroll Coordinator					
16a	Park Operations Team Lead				
	Purchaser				
	Senior Operator 3 Team Lead				
	Senior Park Maintenance Worker				
	Supervisor Weigh Scales				
	Facilities Maintenance & Operation Supervisor				
17	Administrative Officer 3	2022	42.72	45.48	48.40
	Application Development Analyst	2023	44.43	47.30	50.34
	Aquatic Ecology Technician 3	2024	45.76	48.72	51.85
	Building Plumbing Inspector				
	Demand Management Coordinator				
	Engineering Technician 3				
	Environmental Analyst				
	Environmental Contaminants Officer				
	Financial Analyst 4				
	GIS Technologist 2				
	Information Technician 5				
	Park Facility Coordinator				
	Planning Analyst				
	Planning Assistant 3				
	Property Systems Officer				
Senior Property Manager					
Senior Water Sampling Technician					
Technical Services Technician 3					

SCHEDULE A1

7 hr/day plus 8 hr/day as noted in (a)

Jan 1, 2022 (\$0.25 + 3.24%) / Jan 1, 2023 (4%) / Jan 1, 2024 (3%)

<u>Pay Grade</u>	<u>Classification Title</u>	<u>Year</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
17a	Electronic Technician 3 Industrial Automation Technician Integrated O&M Planner & Scheduler Park Operations Supervisor Supervisor Hartland Maintenance & Operations				
18	Building Inspector 3 Business Systems Analyst Chief Draftsperson Engineering Technician 4 Environmental Science Officer 3 Planner Research Planner Senior Financial Officer Senior CAD/GIS Technologist Systems Analyst Technical Services Technician 4 Web Development Analyst Program Coordinator Senior Information Management Analyst Supervisor Business System Support	2022 2023 2024	45.48 47.30 48.72	48.40 50.34 51.85	51.52 53.58 55.19
18a	Electronics Technologist Field Supervisor Wastewater Operations Field Supervisor Water Operations Field Supervisor Water/Wastewater Field Supervisor Mechanical Waterworks/Wastewater Supervisor				
19	Database Administrator Engineer 3 Engineering Technician 5 Environmental Science Officer 4 Financial Advisor Network Analyst Senior Project Coordinator Senior Technical Services Technician Systems Officer Senior Developer Analyst	2022 2023 2024	48.40 50.34 51.85	51.52 53.58 55.19	54.86 57.05 58.76
19a	Supervisor Technical Services Field Supervisor, Scada & Controls Field Supervisor Electrical & Instrumentation				
20	Engineer 4 Local Services Coordinator Senior Environmental Science Officer Senior GIS Administrator Senior Financial Advisor	2022 2023 2024	51.52 53.58 55.19	54.86 57.05 58.76	58.16 60.49 62.30

SCHEDULE A1

7 hr/day plus 8 hr/day as noted in (a)

Jan 1, 2022 (\$0.25 + 3.24%) / Jan 1, 2023 (4%) / Jan 1, 2024 (3%)

<u>Pay Grade</u>	<u>Classification Title</u>	<u>Year</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
21	Architect 5	2022	54.86	58.16	61.60
	Engineer 5	2023	57.05	60.49	64.06
	Senior Planner	2024	58.76	62.30	65.98
	Transportation Planner				
22		2022	58.16	61.60	65.27
		2023	60.49	64.06	67.88
		2024	62.30	65.98	69.92
H01	Caretaker - CRHC	2022	26.55	27.65	28.74
		2023	27.61	28.76	29.89
		2024	28.44	29.62	30.79

* NOTE: Article 10.02 (iv) applies

SCHEDULE A2

8 hrs/day

Jan 1, 2022 (\$0.25 + 3.24%) / Jan 1, 2023 (4%) / Jan 1, 2024 (3%)

<u>Pay Grade</u>	<u>Classification Title</u>	<u>Jan.1, 2022 (\$0.25 + 3.24%) Rate</u>	<u>Jan.1, 2023 (4%) Rate</u>	<u>Jan.1, 2024 (3%) Rate</u>
01		24.33	25.30	26.06
02		25.28	26.29	27.08
03	*Environmental Outreach Assistant *Park Attendant	26.28	27.33	28.15
04	*Assistant Park Naturalist Cashier *Landfill Attendant – Compost *Recycling Worker	27.27	28.36	29.21
05	Cashier Receptionist *Landfill Attendant *Park Maintenance Worker 1 *Water Serviceperson *Waterworks/Wastewater Serviceperson	28.30	29.43	30.31
06	*Park Maintenance Worker 2 Recreation Assistant Senior Aquatic Worker Weigh Scale Attendant – Compost	29.31	30.48	31.39
07	Local Utility Operator 1 Park Maintenance Worker 3 Recreation Program Assistant Utility Operator 1 Environmental Outreach Coordinator Landfill Attendant 1	30.33	31.54	32.49
08	Park Maintenance Worker 4 Park Naturalist 1 Program Assistant 1	31.34	32.59	33.57
09	Assistant Head Waterfront Lifeguard Equipment Operator 1 Household Hazardous Waste Attendant Local Utility Operator 2 Stewardship & Diversion Attendant Weigh Scale Attendant 1	32.36	33.65	34.66

8 hrs/day

Jan 1, 2022 (\$0.25 + 3.24%) / Jan 1, 2023 (4%) / Jan 1, 2024 (3%)

<u>Pay Grade</u>	<u>Classification Title</u>	<u>Jan.1, 2022 (\$0.25 + 3.24%) Rate</u>	<u>Jan.1, 2023 (4%) Rate</u>	<u>Jan.1, 2024 (3%) Rate</u>
10	Assistant Park Carpenter Assistant Park Technician Head Lifeguard/Instructor Head Waterfront Lifeguard Program Assistant 2 Utility Operator 2 Weigh Scale Attendant 2 Program Technician Maintenance Worker	33.37	34.70	35.74
11	Assistant Greenskeeper Equipment Operator 2 Landfill Maintenance Worker Mechanic 1 Park Maintenance Worker 5 Warehouse Worker Maintenance Worker - Depot Purchasing Assistant	34.40	35.78	36.85
12	Meter Reader Program Assistant 3 Recycling Supervisor	35.38	36.80	37.90
13	Equipment Operator 3 Greenskeeper Mechanic 2 Utility Operator 3	37.67	39.18	40.36
14	Equipment Maintenance Supervisor Mechanic 3 - Heavy Duty	40.12	41.72	42.97
15	Utility Operator 4 Utility Operator 4/Heavy Equipment Operator Water Treatment Operator	42.72	44.43	45.76
16	Electrician 1 Local Utility Operator, Team Lead PRV/CV Mechanic Utility Operator, Team Lead Watershed Technologist 3 Welder Mechanic 4	45.48	47.30	48.72

8 hrs/day

Jan 1, 2022 (\$0.25 + 3.24%) / Jan 1, 2023 (4%) / Jan 1, 2024 (3%)

<u>Pay Grade</u>	<u>Classification Title</u>	<u>Jan.1, 2022 (\$0.25 + 3.24%) Rate</u>	<u>Jan.1, 2023 (4%) Rate</u>	<u>Jan.1, 2024 (3%) Rate</u>
17	Electrician 2 Industrial Mechanic Senior Heavy Duty Mechanic	48.40	50.34	51.85
18	Electrical & Instrumentation Team Lead Field Supervisor, Water Operations Field Supervisor, Water Treatment Operations Electrician 3	51.52	53.58	55.19
19		54.86	57.05	58.76
20		58.16	60.49	62.30
21		61.60	64.06	65.98
22		65.27	67.88	69.92

* NOTE: Article 10.02 (iv) applies

SCHEDULE B

8 hrs/day

Jan 1, 2022 (\$0.25 + 3.24%) / Jan 1, 2023 (4%) / Jan 1, 2024 (3%)

<u>Pay Grade</u>	<u>Classification Title</u>	<u>Jan.1, 2022 (\$0.25 + 3.24%) Rate</u>	<u>Jan.1, 2023 (4%) Rate</u>	<u>Jan.1, 2024 (3%) Rate</u>
B01	Program Assistant	15.95	16.59	17.09
B02	BusPerson/Catering Attendant Child Minder Concession Worker Skate Shop Attendant	15.95	16.59	17.09
B03	Lounge Attendant Program Instructor 1 Skate Patrol	16.39	17.05	17.56
B04	Program Instructor 2 Program Monitor	18.23	18.96	19.53
B05	Aquatic Worker 1 Program Instructor 3	20.90	21.74	22.39
B06	Aquatic Worker 2 Program Instructor 4 Waterfront Lifeguard	22.20	23.09	23.78
B07	Program Instructor 5	24.94	25.94	26.72
B08	Instructional Team Leader 1	27.48	28.58	29.44
B09	Instructional Team Leader 2	30.08	31.28	32.22

LETTER OF UNDERSTANDING #1

BETWEEN:

THE CAPITAL REGIONAL DISTRICT
(hereinafter referred to as the "Employer")

AND

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

Government Funded Salary Sharing

The Parties agree as follows:

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

- (1) Persons employed under the government program shall be employed as auxiliary employees as defined in the Collective Agreement. Posting requirements will be waived by the Union if stipulated in the senior government guidelines.
- (2) The work involved in such projects would not have directly resulted in the recall to regular employment of any laid off regular employee currently on the recall list.
- (3) Each project application will be presented to the Union at least thirty (30) days prior to the deadline for the application to allow adequate time for review and/or consultation between the Parties. This limit may be reduced by mutual agreement.
- (4) That such projects comply with the provisions of the Collective Agreement between the Capital Regional District and CUPE Local 1978.
- (5)
 - (a) That such projects provide new employment opportunities and do not displace existing jobs or regular or auxiliary employees.
 - (b) That the task involved in such projects is not one which has been done or could reasonably be expected to be undertaken by existing employees within the foreseeable future.
- (6) That the rates of pay and working conditions not specifically covered by the Collective Agreement between the Capital Regional District and CUPE Local 1978 are negotiated.
- (7) That no changes are made to projects after they have been approved by the Union without the agreement of the Union.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed this 28th day of September in the year 2023, in the City of Victoria, Province of B.C.

FOR THE EMPLOYER

FOR THE UNION

“Kevin Murdoch”

Board Chair, GVLRA

“Tom Benjamin”

President, CUPE Local 1978

“Chris Coleman”

Board Director, GVLRA

“John Hicks”

Bargaining Chair, CUPE Local 1978

Julie Bradley”

Executive Director, GVLRA

“James Brenay”

Bargaining Representative,
CUPE Local 1978

LETTER OF UNDERSTANDING #2

BETWEEN

THE CAPITAL REGIONAL DISTRICT
(hereinafter referred to as the "Employer")

AND

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

Auxiliary Employee Trouble-shooter

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

(2) All recommendations of the Auxiliary Trouble-shooter appointed under this Letter shall be binding unless the Parties mutually agree otherwise.

(3) Procedure

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

(a) investigate the difference, and

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

(4) Primary Function:

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

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

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed this 28th day of September in the year 2023, in the City of Victoria, Province of B.C.

FOR THE EMPLOYER

FOR THE UNION

“Kevin Murdoch”

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CUPE Local 1978

LETTER OF UNDERSTANDING #3

BETWEEN:

THE CAPITAL REGIONAL DISTRICT
(hereinafter referred to as the "Employer")

AND:

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

Fitness Instructor - Aerobics

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

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

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed this 28th day of September in the year 2023, in the City of Victoria, Province of B.C.

FOR THE EMPLOYER

FOR THE UNION

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"James Brenay"

Executive Director, GVLRA

Bargaining Representative,
CUPE Local 1978

LETTER OF UNDERSTANDING #4

BETWEEN:

THE CAPITAL REGIONAL DISTRICT
(hereinafter referred to as the "Employer")

AND:

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

Re-employment of Laid-off Auxiliary Employees

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

Eligibility for Re-employment

(1) Seasonal Auxiliary Employees

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

(2) Special Projects Auxiliary Employees

- (a) The auxiliary employee shall have completed their auxiliary probationary period pursuant to Article 1.08 (ii)(e) in a satisfactory manner, and

- (b) eligibility for re-employment shall be confined to the department, program area and job category from which the employee is laid off on the basis of total hours worked, and
- (c) the normal job posting requirements (Article 10.01(iii)) related to re-employment shall be waived where the work assignment is expected to be more than three (3) months, and
- (d) re-employment in the former department, program area and job category shall be applicable where the auxiliary employee accepts **auxiliary** employment in another department of the District, **provided such employment in another department does not constitute an additional layoff.**

(3) Recreation Auxiliary Employees

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

(4) General

Where questions related to an employee’s eligibility for re-employment arise within any department and where such questions go unresolved the grievance procedure set in Article 7 of the Collective Agreement shall apply.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed this 28th day of September in the year 2023, in the City of Victoria, Province of B.C.

FOR THE EMPLOYER

FOR THE UNION

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“James Brenay”

Bargaining Representative,
CUPE Local 1978

LETTER OF UNDERSTANDING #5

BETWEEN:

THE CAPITAL REGIONAL DISTRICT
(hereinafter referred to as the "Employer")

AND:

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

Employee and Family Assistance Plan

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

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed this 28th day of September in the year 2023, in the City of Victoria, Province of B.C.

FOR THE EMPLOYER

FOR THE UNION

“Kevin Murdoch”

“Tom Benjamin”

Board Chair, GVLRA

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Bargaining Chair, CUPE Local 1978

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“James Brenay”

Executive Director, GVLRA

Bargaining Representative,
CUPE Local 1978

LETTER OF UNDERSTANDING #6

BETWEEN:

THE CAPITAL REGIONAL DISTRICT
(hereinafter referred to as the "Employer")

AND:

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

Utility Operator Program – Integrated Water Services

The Parties agree that this Letter of Understanding is attached to and forms part of the Collective Agreement and remains in full force and effect for the term of the current Collective Agreement.

A. Purpose

1. The purpose of this Letter of Understanding is to outline the Utility Operator (UO) Program with Integrated Water Services. This program captures both water and wastewater Utility Operations and builds upon and replaces the CRD Water Maintenance Operator program which serves as this UO program's foundation.
2. The effective date of the Utility Operator Program implementation is January 1, 2014.
3. Where a conflict arises between this Letter of Understanding and the Collective Agreement, the terms of this Letter of Understanding shall apply, unless the Parties mutually agree otherwise.

B. Positions Affected

The Parties agree that the Utility Operator (UO) Program covers employees working on the following systems:

Water Supply and Distribution:

- Regional Water Supply System
- Juan de Fuca Water Distribution System
- Saanich Peninsula Water System

Wastewater Collection and Wastewater Treatment:

- Core Area Wastewater System
- Saanich Peninsula Wastewater System

and Salt Spring Island and Pender Island **Water and Wastewater Operations.**

C. Program Principles

The Utility Operator Program recognizes a progression of Environmental Operator Certification Program (EOCP) certificate and CRD experience with a goal and commitment to ensure Utility Operators are trained and certified with the ability to develop skills in their area of focus as well as gain experience in different operating areas, facilities and disciplines. The EOCP certification(s) is based on operational needs related specifically to the focus and discipline of the position.

1. Utility Operator 1

UO1: A Minimum of a Grade 12 and one-year related experience required. Employees upon completion of one (1) year, full-time equivalent, CRD UO1 experience and with a BC EOCP Level 1 Certification (Water Distribution 1, Wastewater Collection 1, Wastewater Treatment 1, or Water Treatment 1) will progress to UO2 classification.

2. Utility Operator 2

UO2 – Progression to UO2 would be based on a minimum of one (1) year, full-time equivalent, CRD UO1 experience plus a:

- Water Distribution 1 or;
- Wastewater Collection 1 or;
- Wastewater Treatment 1 or;
- Water Treatment 1 Certification.

Only employees with three (3) years, full-time equivalent, CRD UO2 experience and BC EOCP Level 2 Certification (Water Distribution 2 or Wastewater Collection 2 or Wastewater Treatment 2 or Water Treatment 2) will progress to UO3 Classification.

3. Utility Operator 3

UO3 – Progression from UO2 to UO3 in addition to a minimum of 4 years, full-time equivalent, CRD experience would also require:

- an EOCP Water Distribution 2 or;
- Wastewater Collection 2 or;
- Wastewater Treatment 2 or;
- Water Treatment 2 Certification.

Only employees with three years, full-time equivalent, CRD UO3 experience and BC EOCP Level 2 Certification (Water Distribution 2 or Wastewater Collection 2 or Wastewater Treatment 2 or Water Treatment 2) will progress to UO4 Classification.

4. Utility Operator 4

UO4 – UO4 classification requires special training or certification plus a minimum of 7 years, full-time equivalent, CRD UO experience. Within the UO4 classification there may be requirement for special training or additional certification.

It is understood that from time to time, to ensure operational needs continue to be

maintained, vacancies may be posted at more senior Utility Operator levels (e.g., UO3 or UO4) in observance with Article 10.02(v). Applicants will have their EOCP certifications and years of experience recognized for this purpose.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed this 28th day of September in the year 2023, in the City of Victoria, Province of B.C.

FOR THE EMPLOYER

FOR THE UNION

“Kevin Murdoch”

“Tom Benjamin”

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CUPE Local 1978

LETTER OF UNDERSTANDING #7

BETWEEN:

THE CAPITAL REGIONAL DISTRICT
(hereinafter referred to as the "Employer")

AND:

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

Time Off in Lieu of Overtime (TOIL)

The Parties agree that this Letter of Understanding is attached to and forms part of the Collective Agreement and remains in full force and effect for the term of the current Collective Agreement.

1. Purpose

The purpose of this Letter of Understanding is to give guidance and consistent application in managing requests for time off in lieu (TOIL) leave, and to ensure compliance with the Collective Agreement.

2. Procedure

Requests for TOIL shall be given reasonable consideration, based on the following:

- (a) Requests for TOIL apply to regular employees only.
- (b) Reasonable consideration shall be given to requests for TOIL, including its accumulation and its scheduling, subject to the maintenance of efficient services and operations and the Employer and employee arriving at mutually satisfactory arrangements for time-off.
- (c) Employees may continue to accumulate TOIL throughout a calendar year provided that the TOIL bank does not, at any time, exceed the hours of the employee's normal work week.
- (d) Time worked on a statutory holiday, which is subsequently approved to be taken as TOIL, and a day in lieu of a statutory holiday will not be considered as part of the accumulations/allocations noted above.
- (e) TOIL **not** used in the calendar year in which it is earned **may be carried forward to the subsequent calendar year. This carried-forward time shall be considered inclusive of the TOIL bank referred to in Part**

2 (c) for that subsequent calendar year.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed this 28th day of September in the year 2023, in the City of Victoria, Province of B.C.

FOR THE EMPLOYER

FOR THE UNION

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“James Brenay”

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Bargaining Representative,
CUPE Local 1978

LETTER OF UNDERSTANDING #8

BETWEEN:

THE CAPITAL REGIONAL DISTRICT
(hereinafter referred to as the "Employer")

AND:

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

Hours of Work – Night Shift Maintenance Workers: Panorama Recreation

Recognizing that service delivery continues to be paramount, the Parties agree that the hours of work of the maintenance department employees at Panorama Recreation (hereafter referred to as "night shift maintenance department employees") on the night shift shall work a varied shift under the following conditions:

1. This shall apply to **regular full-time, part-time and auxiliary** employees working on shifts up to ten (10) hours as required.
2. Night shift maintenance department employees shall work four (4) days per week, ten (10) hours per shift.
3. Employees on the night shift varied workweek will be paid straight time pay for the ten (10) hours of work per shift and, in accordance with Article 13 of the CRD/CUPE Local 1978 Agreement, overtime rates shall apply for all work performed by such employees in excess of ten (10) hours in any shift, or forty (40) hours in any workweek.
4. For night shift maintenance department employees who may be eligible to receive shift differential as outlined in Article 14.01, the graveyard shift premium shall apply to the entire night shift but not to exceed 8:00 a.m. This shift differential shall apply only for straight time hours actually worked.
5. As is standard practice, the calculation of vacation entitlement, sick leave entitlement, and all other leaves of absences which are normally calculated on an eight (8) hour workday shall be converted to hours and shall be taken on the basis of hours. For example:
 - a regular full-time employee who is entitled to eighteen (18) vacation days per year shall have those days converted to 144 hours (18 days at 8 hours per day) and that employee shall be entitled to take 14.4 10-hour days of vacation.

- a regular full-time employee who may be eligible to receive up to three (3) days of compassionate leave shall have those days converted to 24 hours or 2.4 10-hour shifts.
6. Statutory holidays shall be as defined in Article 18.01, and statutory holiday pay shall be compensated on the basis of eight (8) hours of pay for regular full-time staff. If their total hours for the year do not equate to 2080 hours, the shortfall will need to be topped up with TOIL, vacation pay or leave without pay.
 7. Should a statutory holiday fall on an employee's scheduled day of rest, Article 18.04 shall apply.
 8. Should an employee work on a statutory holiday, Article 18.02, shall apply. For the payment of time, it is recognized that a statutory holiday day is defined as a 24-hour period commencing at 12:00 a.m. on the day as outlined in Article 18.01. For example: an employee who is scheduled to work from 10:00 p.m. to 8:00 a.m., with a statutory holiday commencing at 12:00 a.m., shall be paid as follows: straighttime rates for the two (2) hour period of 10:00 p.m. – 12:00 a.m. and overtime rates for the eight (8) hour period 12:00 a.m. – 8:00 a.m., plus an eight (8) hour day in lieu.
 9. The statutory holiday compensation or time-in-lieu for a regular full-time employee **one hundred and four (104) hours (thirteen (13) statutory holidays at eight (8) hours per day) in a calendar year.**

10. All other conditions of the Collective Agreement will apply.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed this 28th day of September in the year 2023, in the City of Victoria, Province of B.C.

FOR THE EMPLOYER

"Kevin Murdoch"

Board Chair, GVLRA

"Chris Coleman"

Board Director, GVLRA

"Julie Bradley"

Executive Director, GVLRA

FOR THE UNION

"Tom Benjamin"

President, CUPE Local 1978

"John Hicks"

Bargaining Chair, CUPE Local 1978

"James Brenay"

Bargaining Representative,
CUPE Local 1978

LETTER OF UNDERSTANDING #9

BETWEEN:

**THE CAPITAL REGIONAL DISTRICT
(hereinafter referred to as the "Employer")**

AND:

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

Core Area Wastewater Treatment and Conveyance Operations

The Parties agree that Core Area Wastewater Treatment Utility Operators and Wastewater Treatment Utility Operator Team Leads working on the new plant and conveyance system, defined below as the "Operations" shall be varied under the following conditions:

A. Plant and Conveyance System Affected ("Operations")

It is the CRD's intent that the Operations will be staffed by new positions. The Operations comprise the following elements of the new wastewater system being built to comply with federal regulations by December 31, 2020:

- Mcloughlin Point Wastewater Treatment Plant and Marine Outfall;
- Residuals Solids Conveyance Line (conveying sludge from the Mcloughlin Point Wastewater Treatment Plant to the Residuals Treatment Facility at Hartland Landfill) and Centrate Conveyance Line (conveying liquid removed from sludge at the Residuals Treatment Facility and leachate from the Hartland Landfill to the Marigold Pumpstation, for further conveyance to Mcloughlin Point Wastewater Treatment Plant); and
- Pumpstations associated with the Residuals Solids and Centrate Conveyance Lines.

For clarity, the following facilities are not currently deemed part of these new operations, and the current CRD positions working at these operations are not impacted:

- Residuals Solids Conveyance Line (conveying sludge from the Mcloughlin Point Wastewater Treatment Plant to the Residuals Treatment Facility at Hartland Landfill) and Centrate Conveyance Line (conveying liquid removed from sludge at the Residuals Treatment Facility and leachate from the Hartland Landfill to the Marigold Pumpstation, for further conveyance to Mcloughlin Point Wastewater Treatment Plant);
- Pumpstations associated with the Residuals Solids and Centrate Conveyance Lines;

- the reconstructed Macaulay Pumpstation, new Macaulay Forcemain and Marine Outfall, the reconstructed Clover Point Pumpstation, new Clover Forcemain and Marine Outfall;
- the reconstructed Craigflower Pumpstation;
- the Arbutus Attenuation Tank; and
- the remaining existing Core Area Conveyance facilities and infrastructure.

B. Positions Affected

1. The parties agree that the following positions are encompassed by the Letter of Understanding:
 - Wastewater Treatment Utility Operators
 - Wastewater Treatment Utility Operator, Team Leads

C. Scheduling Principles

1. All schedules shall be based upon cycles of eight (8) consecutive weeks.
2. The eight (8) week cycle shall provide for three hundred twenty (320) straight time hours of work for regular full-time employees, thus averaging forty (40) straight time hours of work each week and prorated accordingly for regular part-time employees.
3. For regular full-time employees, a minimum of two (2) consecutive days of rest will be provided within each consecutive seven (7) day period. Within each eight (8) week cycle, regular part-time and auxiliary employees are entitled to the equivalent number of days of rest as those provided to a regular full-time employee.
4. The work schedules shall provide for up to seven (7) days coverage (Sunday through Saturday) by employees.
5. The work schedules shall provide for up to twenty-four (24) hour coverage each day by employees.
6. The Employer shall best ensure to schedule shifts by the use of Regular Shifts such to maintain the principle of three hundred and twenty (320) hours in an eight (8) week cycle. In the event that in any eight (8) week cycle, a regular full-time, regular part-time, regular seasonal or auxiliary employee filling a temporary full-time position, is scheduled to work in excess of three hundred twenty (320) straight-time hours (as may occur in certain twelve [12] hour shift schedules) then the excess straight-time hours shall be banked, as shift leveling, and taken as straight time off work scheduled by mutual agreement of the employee and the divisional manager or designate.

D. Shift Schedule

- 1. As needed to maintain operational requirements, twelve (12) hour shifts will apply (based on full-time shift schedules).**
- 2. Rest and Meal Breaks**

The Shift Schedule shall include rest breaks outlined in Article 12.10. Meal breaks within the Shift Schedule shall be as follows:

- Twelve (12) hour shift: one (1) hour paid meal break.**

While operational requirements may necessitate that meal breaks be taken at the workstation while working, as best as possible the Employer shall endeavour to provide the Employees time away from their work station for their meal break.

E. Overtime

Overtime rates shall be paid for all hours worked in excess of the regular shift at the rate of time and one-half (1½x) the regular rate of pay for the first three (3) hours and two (2x) times the regular rate thereafter.

F. Shift Differential

Regular employees, probationary employees or auxiliary employees working full-time shifts in excess of three (3) continuous months shall be paid a shift differential as follows:

- Staff working the afternoon/graveyard shift on a twelve (12) hour shift schedule shall be paid the higher shift differential premium for the full shift.**

G. Vacation

The annual vacations outlined in Article 17 shall be based on one (1) week of vacation equating to forty (40) hours:

- Fifteen (15) days' vacation shall equate to one hundred twenty (120) hours.**
- Eighteen (18) days' vacation shall equate to one hundred forty-four (144) hours.**
- Twenty-three (23) days' vacation shall equate to one hundred eighty-four (184) hours.**
- Twenty-five (25) days' vacation shall equate to two hundred (200) hours.**
- Twenty-eight (28) days' vacation shall equate to two hundred twenty-four (224) hours.**

- Thirty (30) days' vacation shall equate to two hundred forty (240) hours.
- Thirty-three (33) days' vacation shall equate to two hundred sixty-four (264) hours.

H. Statutory Holidays

1. In the event that the number of recognized Statutory Holidays change, as recognized in Article 18.01, each Statutory Holiday shall be the equivalent for a regular full-time employee, prorated for regular part time employees.
2. In the event a regular or probationary employee is scheduled to work on a statutory holiday the employee shall receive payment of wages of the day's pay plus double time (2x) the regular rate. In the event an auxiliary employee is scheduled to work on a statutory holiday the payment shall be in accordance with Article 1.08 (iv).
3. For the payment of time, it is recognized that a Statutory Holiday is defined as a 24-hour period commencing at 12:00 a.m. For example: an employee who is scheduled to work from 7:00 p.m. to 7:00 a.m., with a statutory holiday commencing at 12:00 a.m. in the middle of their shift, shall be paid as follows: straight time rates for the five (5) hour period of 7:00 p.m.-12:00 a.m. and overtime rates for the seven (7) hour period 12:00 a.m. – 7:00 a.m.

I. Sick Leave

The sick leave outlined in Article 19 shall be based on one (1) day of sick leave equating to eight (8) hours:

- Twelve (12) days of sick leave shall equate to ninety-six (96) hours.
- Eighteen (18) days of sick leave shall equate to one hundred forty-four (144) hours.
- Twenty-four (24) days of sick leave shall equate to one hundred ninety-two (192) hours.
- An employee's maximum cumulative sick leave shall be one thousand forty (1040) hours.

IN WITNESS WHEREOF the Parties hereto have caused this Letter of Understanding to be executed this 28th day of September in the year 2023, in the City of Victoria, Province of B.C.

FOR THE EMPLOYER

FOR THE UNION

“Kevin Murdoch”

“Tom Benjamin”

Board Chair, GVLRA

President, CUPE Local 1978

“Chris Coleman”

Board Director, GVLRA

“John Hicks”

Bargaining Chair, CUPE Local 1978

Julie Bradley”

Executive Director, GVLRA

“James Brenay”

**Bargaining Representative,
CUPE Local 1978**

LETTER OF UNDERSTANDING #10

BETWEEN:

THE CAPITAL REGIONAL DISTRICT
(hereinafter referred to as the "Employer")

AND:

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

Alternative Work Concept

The Parties agree that this Letter of Understanding is attached to and forms part of the Collective Agreement and remains in full force and effect for the term of the current Collective Agreement:

- An alternative work agreement is an arrangement that allows regular full-time employees to work:
 - a set modified workweek of 4 day X10 hour shifts for outside employees; or
 - flex time with additional time to be banked and taken as paid time off at a future, and mutually agreeable, time for inside employees.
- Only full-time regular employees are entitled to apply for an alternative work agreement and participation is voluntary.
- Outside workers may only apply for a modified workweek arrangement.
- Inside employees may only apply for a flex time arrangement.
- Except where ad hoc, employees who have an arrangement to work from home are not entitled to apply for an alternative work agreement.
- Alternative work agreements may be implemented in a department/division/work group by mutual agreement between an employee, their Manager, and with the approval of the General Manager.
- Where operationally feasible, flex schedules and modified workweeks shall be approved on an individual basis by the Manager and General Manager.

- There shall be no additional cost to the Employer, reduction in service to the public or decrease in operational efficiency as a result of an alternative work agreement.
- Any additional time worked under an alternative work agreement is not considered overtime.
- Employees will complete the applicable CRD application form and submit it to their Manager.

Alternative work agreements will be recorded in writing, with a copy provided to the Union, and will be governed by the following principles:

- Rest periods as per Article 12.09 and 12.10 shall be maintained.
- Flex time worked and taken off will be entered into the payroll system.
- Each agreement shall contain a cancellation period of thirty (30) days for either party.
- An alternative work agreement may require group participation of the majority of eligible employees within a work group, depending on operational requirements.
- An alternative work agreement may need to be suspended temporarily for operational reasons due to emergencies or unforeseen circumstances or the workload of a particular department/division/work group. As much notice as possible will be provided, recognizing some emergent or urgent circumstances may require more limited notice.

All modified workweek arrangements shall include the following provisions:

1. The details of the modified workweek, including the earned time off (“ETO”) being taken.
2. Vacation, sick leave and all other leaves of absences will be calculated on the actual number of extended hours that the employee was expected to work on that day.
3. On workweeks where a statutory holiday falls, the work schedule will revert to the standard workweek of five (5) days per week, eight (8) hours per shift.
4. ETO is not earned while an employee is on extended sick leave in excess of ten (10) working days, on WorkSafeBC, Long-Term Disability, or maternity and parental leave.

5. In circumstances that require urgent action or where operational conditions require, the employer may require an employee work on an ETO day off provided that another day is granted within one (1) month or as soon as possible thereafter.
6. ETO days are to be used as scheduled and will not be paid out.

All flex time arrangements shall include the following provisions:

1. A minimum of one-half ($\frac{1}{2}$) hour to a maximum of one (1) additional hour per day may be worked, in half-hour ($\frac{1}{2}$) increments, and banked as flex time.
2. In order to bank flex time, employees must actually work all of the regular hours of work that day.
3. Additional time worked must be an extension of the regular working hours and may be worked during the usual lunch break, provided a minimum of one-half ($\frac{1}{2}$) hour break is maintained.
4. Flex time is not to be used to replace overtime.
5. Employees with flex time arrangements may take no more than two (2) consecutive days off using their banked flex time.
6. Employees can only bank a maximum of 21 hours of flex time at any one time.
7. Flex time that is banked will be paid out upon termination of employment but will not be paid out under any other circumstances.
8. Employees who have flex time banked and transfer to a department/ division/ work group without a flex time arrangement shall maintain their flex bank and be permitted to schedule accrued flex time off at a mutually agreeable time.

IN WITNESS WHERE OF the Parties hereto have caused this Letter of Understanding to be executed this 28th day of September in the year 2023, in the City of Victoria, Province of B.C.

FOR THE EMPLOYER

“Kevin Murdoch”

Board Chair, GVLRA

FOR THE UNION

“Tom Benjamin”

President, CUPE Local 1978

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“James Brenay”

**Bargaining Representative,
CUPE Local 1978**