

# MEMORANDUM OF SETTLEMENT

BETWEEN:

**GREATER VICTORIA LABOUR RELATIONS ASSOCIATION ON BEHALF OF THE  
CAPITAL REGIONAL DISTRICT  
&  
CUPE LOCAL 1978**

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**THIS MEMORANDUM OF SETTLEMENT IS ENTERED INTO THIS 14<sup>TH</sup> DAY OF AUGUST 2018 BY THE APPOINTED BARGAINING REPRESENTATIVES OF THE GREATER VICTORIA LABOUR RELATIONS ASSOCIATION ON BEHALF OF THE CAPITAL REGIONAL DISTRICT AND THE BARGAINING REPRESENTATIVES OF CUPE LOCAL 1978.**

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

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

*“Paddy Bradley”*

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PADDY BRADLEY, EXECUTIVE DIRECTOR  
GREATER VICTORIA LABOUR RELATIONS  
ASSOCIATION

*“Rick Illi”*

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RICK ILLI, PRESIDENT  
CUPE LOCAL 1978

*“Bob Lapham”*

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BOB LAPHAM, CHIEF ADMINISTRATIVE  
OFFICER  
CAPITAL REGIONAL DISTRICT

*“Tom Benjamin”*

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TOM BENJAMIN, VICE-PRESIDENT  
CUPE LOCA, 1978

*“Chris Neilson”*

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CHRIS NEILSON, SENIOR HR MANAGER  
CAPITAL REGIONAL DISTRICT

*“Jody Watson”*

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JODY WATSON, BARGAINING CHAIR  
CUPE LOCAL 1978

*“Mary Stock”*

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MARY STOCK, HR MANAGER  
CAPITAL REGIONAL DISTRICT

*“James Kroening”*

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JAMES KROENING  
CUPE LOCAL, 1978

*“John McPhee”*

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JOHN MCPHEE  
CUPE LOCAL 1978

*“Graziella Schaerer-Martin”*

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GRAZIELLA SCHAERER-MARTIN  
CUPE LOCAL, 1978

**1. PREVIOUS CONDITIONS**

All of the terms and conditions of the Collective Agreement commencing January 1, 2014 and expiring December 31, 2016 shall continue to apply except as specifically varied below.

**2. EFFECTIVE DATE OF CHANGES**

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

**3. TERM OF AGREEMENT**

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

**4. WAGE INCREASES**

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

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

*NOTE: It is understood by the Parties that the retroactive wage increase effective January 1, 2017 and January 1, 2018 shall be paid to those employees who have retired, resigned, terminated or otherwise left the service of the Employer.*

**5. ALL MATTERS AGREED THROUGH COLLECTIVE BARGAINING**

**The Parties agree to amend the terms of the Collective Agreement in the following areas as set out below:**

Change “grandfathered” to “**grandparented**” throughout the agreement, including:

Clause 19.01 Entitlement

Clause 19.03 Sick Leave Accrual

Letter of Understanding No.1 ~~Grandfather~~ **Grandparent** Provisions – Sick Leave Accrual

Change the title page of the document from “Agreement” to “**Collective Agreement**”

## 1.05 AUXILIARY EMPLOYEE

- (i) Auxiliary employee means an employee of the bargaining unit not employed as a regular employee and may be employed for:
  - (a) relief of a regular employee on vacation leave, sick leave, ~~maternity leave,~~ long-term disability of less than one (1) year duration, workers' compensation, 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 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 employees.

## ARTICLE 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) *through (j) current contract language*
  - (k) In lieu of health and welfare entitlements, vacation entitlements, statutory holiday pay, sick leave and such benefits, an auxiliary employee will receive ~~thirteen percent (13%)~~ **fourteen percent (14%)** of their gross wage earnings. ~~Effective January 1, 2016 in lieu of health and welfare entitlements, vacation entitlements, statutory holiday pay, sick leave and such benefits, an auxiliary employee will receive fourteen percent (14%) of their gross wage earnings (basic wages plus overtime).~~
  - (n) An auxiliary employee ~~relieving a regular employee in an~~ **assigned to work a full-time or part-time shift schedule assignment** in excess of three (3) continuous months shall receive the entitlements of Article 14 .04- Shift Differential, Article 22 - Jury and Court Witness Duty and Article 21.01 - Compassionate Leave.

*(l) and (m) current contract language*

- (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; ~~and Article 25.08 - Video Display Terminals~~) shall apply to auxiliary employees.

#### **4.01 Copies of 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 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 ~~distribute a copy to all employees.~~ **make the Agreement available to all employees on the intranet site and make copies available for distribution.**

**Note:** *It would be the intention of the Parties to print a limited number (e.g. 500) Collective Agreements to ensure availability for distribution.*

#### **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 agreement is demoted, suspended and/or terminated for cause.**

### **ARTICLE 7 GRIEVANCE PROCEDURE**

#### **7.02 Procedure**

- (i) Step 1: *through (iii) Step 3; current contract language*
- (iv) Step 4: If settlement is not reached through the foregoing procedures, the grievance may be referred to an Arbitration Board. When either Party requests that a grievance be submitted to arbitration, such request shall be to the other Party, in writing, within ten (10) working days of the last meeting provided at Step 3.

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

### **8.02 Powers of an Arbitrator or Arbitration Board**

- (i) The **Arbitrator/Arbitration Board** ~~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 Chairman shall be the decision of the Board. The decision of the Board shall be made within ten (10) days after the hearing and shall be final, binding and enforceable on all Parties. The Board shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any written decision which it deems just and equitable.
- (iii) Should the Parties disagree as to the meaning of the **Arbitrator/Arbitration Board's** decision, either Party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

## 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".

## ARTICLE 25, MATERNITY AND PARENTAL LEAVE

*NOTE: The following language replaces in its entirety Article 25, Maternity, Parental and Adoption Leave*

### ARTICLE 25.08, VIDEO DISPLAY TERMINALS

- ~~(i) Pregnant employees shall have the option not to continue monitoring video display terminals which use cathode ray tubes.~~
- ~~(ii) When a pregnant employee chooses not to monitor such video display terminals, if other work is available at the same or lower level, she may be assigned to such work. Where a work assignment of this nature is not available a regular employee shall be placed on unpaid leave of absence until she qualifies for maternity leave.~~
- ~~(iii) In the event an alternate work assignment is not available and the employee is placed on unpaid leave of absence, the Employer shall continue to pay the Employer portion of the health and welfare benefits set out at Articles 26.01, 26.02, 26.05, and 26.10, should the employee elect to continue such coverage.~~

## ARTICLE 26, BENEFIT PLANS

### 26.01 Medical Services Plan and Extended Health Benefits

- (i) The District shall contribute eighty percent (80%) of the monthly cost of the Medical Services Plan of British Columbia and of the Extended Health Benefits Plan under the trusteeship of the Capital Area Benefit Advisory Group for regular employees, provided that the employee agrees to contribute the remaining twenty percent (20%) of both plans by payroll deduction.
- (ii) The Extended Health Benefit coverage shall include:
  - (a) *through (c) current contract language*
  - (d) ~~Effective October 2, 2014~~ hair pieces and wigs for chemotherapy and alopecia patients payable to a maximum of five hundred dollars (\$500.00) per twenty-four (24) months.

*Remainder of the clause current contract language*

### ARTICLE 26.05 DENTAL PLAN

The Employer shall maintain a dental plan for regular employees under the trusteeship of the Capital Area Benefit Advisory Group, which shall provide for payment of one hundred percent (100%) of claims under Plan "A" (basic services), fifty percent (50%) under Plan "B" (prosthetic appliance and crown and bridge procedures) and fifty percent (50%) under Plan "C" (Orthodontics to a maximum lifetime benefit of two thousand five hundred dollars (\$2,500.00) for each eligible employee and eligible dependent). ~~Effective January 1, 2012~~ Plan A (basic services) shall include composite (white) fillings on all teeth.

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

### 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 ~~in writing~~.
- ~~(iii) In an effort to expedite pay review requests, the Employer, through the Human Resources Department, shall complete all pay reviews within the ninety (90) days of the employee's request under section (i) and (ii) and will present its findings to the Union President and/or Vice-President. If the Union (President and/or Vice-President) and Employer agree with the pay review, it will be implemented in accordance with (vi) below. Should the parties not agree on the pay review, the request will be forwarded to the Classification and Pay Review Committee in (iv) below.~~
- (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 ~~employee's request~~ **being submitted to it under section (i)** ~~under section (i) or (ii)~~ and present its findings. If the parties are unable to reach agreement as a result of such pay review, the matter may be resolved by arbitration under this Agreement.
- (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 ~~was were~~ first received.

## **ARTICLE 33 NO DISCRIMINATION**

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



justification to those matters as expressed in the ~~Human Rights Act.~~ **Human Rights Code.**

#### **35.04 PROTECTIVE CLOTHING**

- (i) *current contract language*
- (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, ~~or~~ rubber gloves **or puncture resistant gloves**

#### **ARTICLE 35.05 SAFETY FOOTWEAR**

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

## **ARTICLE 40 LETTERS OF UNDERSTANDING**

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

Letter No. 1 – Grandfather Provisions – Sick Leave Accrual **RENEW**

Letter No. 2 – Government Funded Salary Sharing **RENEW**

Letter No. 3 – Auxiliary Employee Troubleshooter **RENEW**

Letter No. 4 - Fitness Instructor – Aerobics **RENEW**

Letter No. 5 - Re-Employment of Auxiliary Employee **RENEW**

Letter No. 6 – Employee and Family Assistance Plan **RENEW**

Letter No. 7 - Utility Operator Program – Integrated Water Services **REVISED**

Letter No. 8 - Time Off in Lieu (TOIL) **RENEW**

Letter No. 9 - Continuous Operations – RCMP Operational Communications  
Centre **AS AMENDED**

Letter of Understanding – Hours of Work – Night Shift Maintenance Workers:  
Panorama Recreation – **RENEW**

**NEW - Letter of Understanding – First Nations Engagement**

**NEW - Letter of Understanding – Enhanced Employment and Operational Opportunities**

## **SCHEDULE A**

Update Schedule A – Classification Titles and Wage Rates

- Update expired schedules

## **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 work week shall consist of five (5) working days, Monday to Friday inclusive.

## Housekeeping

- (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 work-day.

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:

- (i a) Letting tenants who are locked out of their units back in;
- (ii b) Clearing blocked drains, toilets, sinks or bathtubs;
- (iii c) Showing suites without an appointment made at least twelve (12) hours in advance, or
- (iv 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.

~~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.~~

- (iv) For each consecutive four (4) hours worked during a work day, Caretakers are entitled to a paid rest break of fifteen (15) minutes.
- (v) Variance to Regular Work Week and Work Day:

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**

*Effective the first day of the month following ratification, the wage rate provided to Caretakers will be based on the following principles:*

- a) *3 step increments, with increments in accordance with the principles outlined in Article 16 as follows:*
- b) *Top step (Step 3) will be based on the rate of \$26.00 per hour (quoted in 2018 rates)*
- c) *Step 2 will be \$25.00 per hour (quoted in 2018 rates)*
- d) *Step 1 will be \$24.00 per hour (quoted in 2018 rates)*
- e) *General wage increases will apply*

CARETAKERS		
Effective	General Wage Increase	\$
January 1, 2014	1.75%	\$21.66
January 1, 2015	1%	\$21.88
July 1, 2015	1%	\$22.10
January 1, 2016	2%	\$22.54

**6. ~~Standby (Articles 13.04 and 13.05 to apply)~~**

~~Definition: Standby time shall be defined as a scheduled period of time outside of an employee's normal work day when that employee is required to remain available for duty on a call-out basis.~~

- ~~(i) Weekdays: A standby Caretaker shall be compensated two (2) hours of straight time pay (not TOIL) per day for the period of 6:00 am to 6:00 pm Monday to Friday~~

- (ii) ~~Weekdays: A standby Caretaker shall be compensated two (2) hours of straight time pay (not TOIL) per day for the period of 6:00 pm to 6:00 am~~
- (iii) ~~Weekend: A standby Caretaker shall be compensated two (2) hours of straight time pay (not TOIL) per twelve hour shift from 6:00 pm Friday to 6:00 am Monday~~
- (iv) ~~A caretaker who responds to a call-out outside their normal working hours shall be compensated at straight time pay *and/or TOIL* for work performed until a forty (40) hour work week is attained. Following forty (40) hours in any week, overtime rates shall apply at the rate of time and one-half pay *and/or TOIL*.~~
- (v) ~~A standby caretaker may request the caretaker assigned to the building to respond to the call-out, if available.~~

**7. ~~Annual Vacations (Article 17 to apply)~~**

- (i) ~~Vacation Year: For the purposes of this Appendix, annual vacation shall be earned, computed and taken on a calendar year basis.~~
- (ii) ~~Paid annual vacations for regular employees shall be as follows:~~
  - (a) ~~In the first calendar year of service a prorated vacation entitlement based upon time actually worked in the year as a percentage of ten (10) working days.~~
  - (b) ~~In the second (2<sup>nd</sup>) year of service, and up to and including the fourth (4<sup>th</sup>) year of service, fifteen (15) days' vacation per annum.~~
  - (c) ~~In the fifth (5<sup>th</sup>) year of service, and up to and including the eighth (8<sup>th</sup>) year of service, eighteen (18) days' vacation per annum.~~
  - (d) ~~In the ninth (9<sup>th</sup>) year of service, *and up to and including the sixteenth (16<sup>th</sup>) year of service*, twenty-three (23) days' vacation per annum.~~
  - (e) ~~*In the seventeenth (17<sup>th</sup>) year of service, and thereafter, twenty-eight (28) days' vacation per annum.*~~
- (iii) ~~A Caretaker shall submit vacation requests, in writing, to the Employer. The scheduling of such vacation days shall be by the mutual agreement of the Employer and the Caretaker.~~

**8. ~~Sick Leave (Article 19 to apply)~~**

~~In cases of illness, regular employees, who have completed six (6) months of continuous service, shall be granted sick leave with pay in accordance with the following schedule:~~

- (i) ~~During the first calendar year of service: one (1) day for each completed month of service commencing upon satisfactory completion of six (6) months of continuous service.~~
- (ii) ~~Upon completion of the first calendar year of service and thereafter: twelve (12) days per year.~~

- (ii) ~~The unused sick leave entitlement shall accrue and be available to Caretakers as provided above at the rate of one hundred percent (100%) during the first five (5) years of employment; at the rate of fifty percent (50%) of the unused entitlement from the sixth (6<sup>th</sup>) and each year thereafter, to a maximum accrual allowance of eighty-five (85) days.~~

~~The Employer reserves the right to require satisfactory proof of illness before any sick leave is granted.~~

## **9. 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, he/she shall be compensated as set out in the Standby provision set out ~~above~~ **in Article 13.04 and 13.05.**

## **10. ~~Effect of Absence on Sick Leave, Vacations and Statutory Holidays (Article 20 to apply)~~**

~~Caretakers shall not earn vacation, sick leave and statutory holidays while they are on:~~

- (i) ~~An unpaid leave of absence in excess of thirty (30) consecutive days~~
- (ii) ~~Worker's Compensation in excess of ninety (90) consecutive days.~~

**(Article 26 apply to benefits; maintain LTD requirements for Resident Caretakers)**

## **11. ~~Health & Welfare Benefits Long Term Disability: Resident Caretakers~~**

~~A Caretaker shall be entitled to coverage under the Medical Services Plan and Extended Health Care Plan as set out at Article 26.01 of the CRD/CUPE Local 1978 collective agreement, coverage under the Dental Plan set out at Article 26.05 of the collective agreement, Group Life Insurance set out at Article 26.02 of the collective agreement, Effective Date of Coverage as set out at Article 26.06 and Long-Term Disability as set out at Article 26.10 of the collective agreement, coverage under death benefits set out at Article 26.04 of the collective agreement, maintenance of benefit coverage set out at Article 26.07 of the collective agreement, coverage of same sex partners set out at Article 26.08 of the collective agreement, coverage to attend pre-retirement seminar set out at Article 26.09 of the collective agreement. However, it~~ **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.**

**12. Leave of Absence**

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

~~13. Municipal Pension Plan: (Article 26 applies)~~

~~An employee who is eligible pursuant to the terms and conditions of the Municipal Pension Plan, shall participate in the Plan.~~

~~14. Business Telephone:~~

~~In the event the Employer requires a telephone/answering machine/fax/modem or such communications equipment in a Caretaker's suite, or off-site residence, for business purposes, the Employer shall supply such equipment and pay for the operation of such equipment. It is understood that such equipment remains the property of the Employer and shall be utilized for the Corporation's business except for reasonable personal use by a Caretaker provided any long distance charges and taxes are reimbursed by the Caretaker to the Employer.~~

~~15. Utilities:~~

~~Upon initial move-in by a Caretaker into an on-site suite assigned by the Corporation, the cost of connections of existing hydro and/or natural gas shall be borne by the Employer by reimbursement to the employee upon production of appropriate receipts.~~

**16. Seniority and Job Postings**

*(Articles of main provisions of Collective Agreement to apply)*

**Layoffs**

- ~~(i) Seniority shall be defined as the straight time hours worked as a Caretaker retroactive to their last date of hire. (Note: The Employer shall design a seniority list to ensure appropriate ranking to June 30/98. To date there is no record of hours worked).~~
- (ii) Lay-off 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.
- ~~(iii) When filling a posted Caretaker vacancy, the qualifications, experience, skill and ability of the candidates shall be considered. When these factors are relatively equal among applicants for the position, the Caretaker having the greatest seniority shall receive preference.~~
- ~~(iv) In the event the Employer posts or advertises a job vacancy that requires an employee to reside in an on-site suite, the posting or advertisement shall clearly state this requirement.~~
- ~~(v) Any Caretaker who is moved directly from the CRHC to a position within the CRD shall receive credit for CRHC service with respect to vacation~~



~~entitlement and the Caretaker shall also retain any unused sick days earned at CRHC.~~

- ~~(vi) The parties agree that employees employed as Caretakers shall be entitled to compete for posted regular vacancies within the Capital Regional District (Employer) pursuant to the provisions of Article 10, Posting and Filling of Vacancies.~~

~~If the Caretaker is the successful applicant then the employee shall be entitled to port into the new position their seniority and their length of service for the purpose of sick leave and vacation entitlements.~~

*Note: the above is provided on the following:*

*Of the current 15 Caretakers*

- *14 Caretakers will be moved to regular full-time*
- *1 of the 14 regular full-time Caretaker roles will be eliminated via attrition*
- *1 Caretaker role will be immediately eliminated*

*Caretakers will be assigned to projects as operationally required.*

*\* It is agreed that any Caretaker who chooses not to immediately change to full-time hours will do so for no more than 6 months following the date of ratification, at that point the requirement will be for full-time work.*

## **17. 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:

- |                   |                       |   |
|-------------------|-----------------------|---|
| (i)               | Article 5.02          | Union- Management Committee                                   |
| <del>(ii)</del>   | <del>Article 9</del>  | <del>Seniority</del>  |
| <del>(iii)</del>  | <del>Article 10</del> | <del>Posting and Filling Vacancies</del>                      |
| (iv)              | Article 11            | Layoffs, Recall and Bumping                                   |
| (v)               | Article 12            | Hours of Work   |
| (vi)              | Article 13            | Overtime, <b>except for 13.04 and 13.05</b>                   |
| (vii)             | Article 15            | Wages/Salaries and Allowances, <b>except for 15.04</b>        |
| <del>(viii)</del> | <del>Article 17</del> | <del>Annual Vacations</del>                                   |
| (ix)              | Article 18            | Statutory Holidays, <b>except for 18.01</b>                   |
| <del>(x)</del>    | <del>Article 19</del> | <del>Sick Leave</del>   |
| (xi)              | Article 27            | New and Revised Classifications                               |
| (xii)             | Article 40            | Letters of Understanding, <b>except for LOU #6 and LOU #8</b> |

## **~~18. Housing Allowance~~**

~~A Resident Caretaker who is required, as a condition of employment, to reside in a project shall receive a monthly allowance of four hundred dollars (\$400.00). For each project assigned in addition to the foregoing, a Resident Caretaker shall receive an additional fifty dollars (\$50.00) per month per project.~~

~~A Caretaker who does not reside in a Corporation housing unit as a condition of employment shall receive a monthly allowance of fifty dollars (\$50.00) for each project assigned to the Caretaker.~~

~~It is understood by the parties that this allowance is compensation in consideration of a Resident Caretaker responding to the needs of the tenants or physical structures of the Resident Caretaker's project after the Caretaker's normal work day during the weekdays, without claim for any other form of compensation (e.g. a call-out) except as set out in Section 6(iv).~~

## **19. Mileage Vehicle Allowance**

- (i) When a Caretaker is required to use their personal vehicle in carrying out their Caretaker duties, the Caretaker shall receive ~~sixty dollars (\$60.00)~~ per project per month **the 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.

~~NOTE: Auxiliary caretakers, as per existing practice, will continue to receive the Vehicle Allowance as provided in Article 15.04 of the CRD Collective Agreement.~~

### *Housekeeping*

~~20. The following full-time Caretaker shall not have his employment status changed from full-time to part-time without his consent: Arthur Goss.~~

## **APPENDIX A-1 (Caretakers)**

### **8. Sick Leave**

Adjust numbering from (i) (ii) (ii) to (i) (ii) (iii)

## **APPENDIX B – AUXILIARY RECREATION DEPARTMENT EMPLOYEES**

*Introduction and points 1 through 8 current contract language*

### **Note:**

- ~~1. The hourly rate of the Aquatic Worker I in the 2007-2010 collective agreement shall be deleted; and~~
- ~~2. the Aquatic Worker I (above) shall receive the Aquatic Worker II wage rate effective the date of ratification; and~~
- ~~3. The Aquatic Worker II (above) shall receive the current Aquatic Worker III wage rate effective the date of ratification.~~

## **APPENDIX "C" - WATER DEPARTMENT**

### **ARTICLE 6.06 FIRST AID ATTENDANT PREMIUMS**

~~The Designated First Aid Attendant and the Backup First Aid Attendant will receive a premium of sixty-five dollars (\$65.00) bi-weekly.~~

*Covered under Clause 15.05 – First Aid Allowance*

*Renumber the remainder of Article 6*

### **ARTICLE 9, RETIREMENT GRATUITY**

~~9.01 The provisions of Article 9.02 below shall apply only to employees who were in the employ of the Greater Victoria Water District on or before January 1, 1984, or retire before December 31, 2014, and have remained continuously employed and retired from the employment of the Capital Regional District.~~

~~9.02 Normal retirement ages shall conform to those of the Municipal Pension Plan. Except for just cause, the Employer shall not retire an employee prior to the maximum retirement age unless at their request and the request is submitted in writing to the Employer. Where it is in the best interests of the Employer, retirement age of an employee may be extended over a maximum retirement age. An employee shall receive as a gratuity a sum equal to one (1) month salary or wage at the rate the employee was receiving at the date of retirement.~~

## APPENDIX "C" - WATER DEPARTMENT

### ARTICLE 10, VACATION ENTITLEMENTS

#### 10.01 Choice of Vacation Entitlements

- (a) — ~~Effective for the calendar year 2000 and thereafter rRegular employees shall be entitled to annual vacation entitlements set out in Article 17, Annual Vacations.~~
- (b) — ~~In addition, within sixty (60) days of the date of ratification of the Local 598 Memorandum of Settlement (1999), existing employees must apply in writing to be grandparented under the annual vacation entitlements set out below in Articles 10.02 through 10.04. Such an employee may, in the future, elect to irrevocably choose the entitlements of Article 17, Annual Vacations.~~
- (c) — ~~Effective March 15, 2014, these Articles 10.02 through 10.04 shall become redundant and of no further force and effect.~~

#### 10.02 Length of Vacation

~~Annual vacation with pay is earned monthly and shall be granted as follows:~~

- (a) — ~~In the first (1st) calendar year of service: one and one-quarter (1 1/4) days for each full month of service.~~
- (b) — ~~Beginning the second (2nd) calendar year of service and up to the end of the eighth (8th) calendar year of service: three (3) weeks' vacation.~~
- (c) — ~~Beginning the ninth (9th) calendar year of service and up to the end of the sixteenth (16th) calendar year of service: four (4) weeks' vacation.~~
- (d) — ~~Beginning the seventeenth (17th) calendar year of service and up to the end of the twenty-fifth (25th) calendar year of service: five (5) weeks' vacation.~~
- (e) — ~~Beginning the twenty-sixth (26th) calendar year of service and onward: six (6) weeks' vacation.~~
- (f) — ~~A partial month of service shall be pro-rated.~~

#### 10.03 Vacation Conditions

- (a) — ~~The calendar year for vacation purposes is January 1 to December 31.~~
- (b) — ~~Annual vacation is earned monthly during the year and shall be credited to a permanent employee on January 1st of that year.~~
- (c) — ~~Vacations shall be granted by the Employer when the employee can best be relieved and the duties fulfilled by another employee in accordance with operational needs.~~
- (d) — ~~A probationary employee shall not be entitled to schedule vacation time during their probationary period.~~
- (e) — ~~An employee shall utilize a minimum of two (2) weeks' vacation in any calendar year.~~

- ~~(f) An employee may bank up to two (2) weeks' vacation by carrying it forward to the next calendar year, provided banked vacation does not exceed two (2) weeks at any time.~~
- ~~(g) Upon termination of employment, vacation entitlement taken, but not earned, shall be reconciled with other payroll items on the employee's final pay out.~~
- ~~(h) For purposes of determining vacation entitlement, service with a member municipality of the Employer shall count as service with the Employer provided continuity of service is established.~~
- ~~(i) Notwithstanding (f) above, the vacation time generated and credited by the implementation of the common anniversary date as outlined in (a) above, shall be scheduled in accordance with (c) above.~~

#### 10.04 Vacation Bonus

~~Forty percent (40%) over and above regular vacation time will be granted if taken during the period of December 1st to March 15th inclusive. However, to be eligible for this vacation bonus, applications for annual vacation during the December 1st to March 15th period must be received by the Employer before October 31st.~~

## LETTER OF UNDERSTANDING #7

### 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 UO 2 classification.

##### 2. Utility Operator 2

UO 2 – Progression to UO 2 would be based on a minimum of one (1) year, full time equivalent, CRD UO 1 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 UO 2 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 UO 3 Classification.

3. Utility Operator 3

UO 3 – Progression from UO 2 to UO 3 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 UO 3 experience and EOCP Level 2 Certification (Water Distribution 2 or Wastewater Collection 2 or Wastewater Treatment 2 or Water Treatment 2) will progress to UO 4 Classification.

4. Utility Operator 4

UO 4 – UO 4 classification requires special training or certification plus a minimum of 7 years, full time equivalent, CRD UO experience. Within the UO 4 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.

## LETTER OF UNDERSTANDING #9

Continuous Operations – RCMP Operational Communications Centre

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. through H. current contract language*

### I. Statutory Holidays

1. Statutory Holidays shall be as defined in Article 18.01. For regular full time employees working on continuous operations, ~~eleven (11)~~ **twelve (12)** Statutory Holidays shall be the equivalent to ~~eight-eight (88)~~ **ninety six (96)** hours to be calculated and scheduled as statutory holiday time off throughout the calendar year by mutual agreement of the divisional manager and employee. Regular part time employees shall be entitled to a pro-rata portion of the ~~eight-eight (88)~~ **ninety six (96)** hours.

*Remainder of LOU #9 current contract language*



**NEW - LETTER OF UNDERSTANDING**  
**RE: FIRST NATIONS ENGAGEMENT**

The Parties agree to enter into meaningful dialogue during the term of this Agreement with regards to matters pertaining to the Collective Agreement with regards to the engagement of First Nations Communities within the region.

A Union Management Committee will be created consisting of three (3) members of the Union and three (3) members of the Employer, and shall commence meetings within six (6) months following the date of ratification.

## **NEW - LETTER OF UNDERSTANDING**

### **RE: ENHANCED EMPLOYMENT AND OPERATIONAL OPPORTUNITIES**

The Parties recognize that as service delivery expectations of our public and communities change and as operational requirements are aligned to these expectations that such may result in challenges pertaining to greater flexibility in hours of work and the need to ensure a resilient and highly aligned workforce.

To that end, the Parties agree to establish a Joint Committee consisting of the CUPE Local 1978 President, Local Chair and a Union Representative, and the CRD Chief Administrative Officer, the Senior Human Resources Manager and a General Manager.

The purpose of this committee will be to engage in discussions on where opportunities may exist to modify operations through work averaging arrangements, earned time-off arrangements, and related issues.

With the overarching expectation that efficient and effective operational requirements are maintained or improved, discussions shall include, but not necessarily be limited to: the regularization of auxiliary staff through the creation of new regular full time and/or part time positions; modifying work days, hours of work, and/or schedules to specifically create additional regular opportunities and enhanced service delivery to our public.

The Committee shall meet within two months of the date of ratification of this Agreement in order to address those matters outlined above.

If the Committee makes recommendations to amend the Collective Agreement respecting the foregoing, such recommendations may be implemented during the term of the Collective Agreement upon ratification by the Greater Victoria Labour Relations Association and the Union.

## RENEW - LETTER OF UNDERSTANDING

### Hours of Work – Night Shift Maintenance Workers: Panorama Recreation

The Parties agree to renew this Letter originally dated December 14<sup>th</sup>, 2007 with the following housekeeping change:

11. The statutory holiday compensation or time-in-lieu for a regular full-time employee will not exceed a total of ~~88~~ **96** hours (~~11~~ **12** statutory holidays at 8 hours per day) in a calendar year.