

# **A G R E E M E N T**

BETWEEN

**THE CORPORATION OF THE DISTRICT OF SAANICH**

AND

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

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL NO. 374**

**JANUARY 1, 2007 - DECEMBER 31, 2011**

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**C.U.P.E. WAGE SCHEDULE A**

**C.U.P.E. WAGE SCHEDULE B**

THIS AGREEMENT entered into this 30<sup>th</sup> day of August, 2007.

BETWEEN:

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

OF THE FIRST PART

AND:

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

OF THE SECOND PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 374  
(hereinafter called the "Union")

OF THE THIRD PART

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

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

AND WHEREAS the Canadian Union of Public Employees, Local 374 is a "Trade Union" within the meaning of said Code;

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

AND WHEREAS the parties have carried out collective bargaining and have reached agreement as hereinafter expressed;

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



## **ARTICLE 1: DEFINITIONS**

- 1:01 Party: means any of the parties signatory to this Agreement.
- 1:02 Employee: means any person defined as such by the Labour Relations Code who is employed in one of the categories listed below (Sections 1:03 through 1:06 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 an established position listed in the Wage 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 Employee: is an employee occupying an established position listed in the Wage Schedules attached hereto, who has successfully completed the requirements of the probationary period and who works less than full-time, but not less than one-half ( $\frac{1}{2}$ ) normal full-time hours.
- 1:05 Regular Seasonal Employee: is an employee occupying an established position listed in the Wage Schedules attached hereto, who has successfully completed the requirements of the probationary period and who works less than full-time, but not less than one-half ( $\frac{1}{2}$ ) the normal full-time work schedule in any twelve (12) month period. One-half ( $\frac{1}{2}$ ) the normal full-time work schedule in any twelve (12) month period shall be nine hundred and ten (910) hours in a position where the daily full-time hours are seven (7), nine hundred and seventy-five (975) hours in a position where the daily full-time hours are seven and one-half ( $7\frac{1}{2}$ ) or one thousand and forty (1,040) hours in a position where the daily full-time hours are eight (8).

### **NOTE:**

- (a) It is understood that once an employee achieves regular part-time or regular seasonal employee status, a reduction in the work available in a following year shall not result in the loss of regular status.
- (b) Regular seasonal employees shall revert to auxiliary status should they choose to work less than half of a normal full-time work schedule over a six month period. Where the Employer reduces the hours available to a regular seasonal employee, said employee may invoke Article 15: Lay Off, Recall and Bumping.
- 1:06 Auxiliary Employee: means an employee of the bargaining unit not employed as a regular employee and may be employed for, but limited to:
- (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 of less than one (1) year duration, compassionate leave, educational leave or other leaves;
- (b) non-repetitive projects of less than one (1) year duration;
- (c) work of an emergency nature;

- (d) less than one-half ( $\frac{1}{2}$ ) the normal full-time work schedule per year.

1:07 Determining Status of Regular Seasonal and Auxiliary Employees

The parties agree to the following criteria for the ongoing determination of employee status:

- (a) An auxiliary employee shall not be laid off, terminated, or denied an opportunity to work if the reason is to deny the employee access to benefits and/or regular status.
- (b) The Employer shall, wherever it is reasonable to do so, make available to current regular part-time, regular seasonal and auxiliary employees, additional hours of work in accordance with their accumulated seniority before recruiting other auxiliary or new employees. The criteria for consolidating hours of work shall be overall operational effectiveness. This provision shall not nullify the job posting provisions of Article 14.
- (c) Notwithstanding section (b), regular part-time and seasonal employees employed in the Aquatics Sections of the Recreation Division, 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 classification in which the employee is presently employed.
- (d) An employee may combine one or more positions to determine status.
- (e) If an auxiliary employee achieves accumulated hours equivalent to one-half ( $\frac{1}{2}$ ) of a normal full-time work schedule per year in any consecutive twenty-four (24) month period, a biannual review shall be conducted to determine whether regular seasonal status shall be granted. This review shall be conducted as a function of the Labour/Management Committee. The review shall consider whether there will continue to be sufficient hours to support such status.
- (f) An employee may seek a determination of their employment status (regular seasonal or auxiliary) through the grievance procedure if not satisfied that fair consideration was given in the review.
- (g) The employer may hire an auxiliary employee where a business case can be made for such a designation and the circumstances are in accordance with the Collective Agreement.

1:08 Probationary Employee: is an employee who has not successfully completed the requirements of the probationary period pursuant to Article 13:02.

1:09 Regular Part-time Employee Benefits

- (a) Regular part-time employees shall be covered by all provisions of the Collective Agreement that apply to a regular full-time employee except that the level of vacation and sick leave benefits shall be pro-rated on the basis of hours actually worked. Credit for these benefits shall be calculated once they start regular employment, or once yearly on January 1st of each year.
- (b) Statutory holiday entitlement for regular part-time employees shall be determined on the basis of the following formula;

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

Divided by 20

- (c) If the employee has returned from maternity, parental or adoption leave in the 30 day period immediately prior to the statutory holiday, entitlement shall be determined on the basis of the following formula;

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

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

1:10 Auxiliary Employee Terms and Conditions of Employment

- (a) At the time of hire, an auxiliary employee shall receive notice in writing from the Employer of the nature of his employment, expected duration of employment, classification and rate of pay.
- (b) An auxiliary employee shall be covered by all provisions of the Collective Agreement except as amended below:
  - (i) An auxiliary employee shall be paid eleven percent (11%) of his gross earnings added to each pay cheque in lieu of Vacation (Article 19), Statutory Holidays (Article 20), Sick Leave (Article 21) and Benefit Plans (Article 30).

Effective January 1, 2008, the auxiliary employee in lieu amount shall be increased to eleven and one half percent (11.5%) of his gross earnings.

Effective January 1, 2009, the auxiliary employee in lieu amount shall be increased to twelve percent (12%) of his gross earnings.

Effective January 1, 2010, the auxiliary employee in lieu amount shall be increased to twelve and one half percent (12.5%) of his gross earnings.

Effective January 1, 2011, the auxiliary employee in lieu amount shall be increased to thirteen (13%) of his gross earnings.

- (ii) An auxiliary employee shall have his auxiliary hours accumulated for the purpose of determining seniority, pursuant to Article 13:03.
  - (iii) An auxiliary employee who has not performed work for the Employer for a period of twelve (12) consecutive months shall lose all accumulated auxiliary seniority.
- (c) An auxiliary employee shall serve a probationary period equal in length of time to the hourly equivalent to that of a regular full-time employee.
- (d) An auxiliary employee with the hourly equivalent of six (6) or more months service, immediately prior to being appointed as a regular employee, shall receive all benefits of the Collective Agreement, including Article 18:04, upon commencement of the appraisal period.

For example: An auxiliary employee working a standard forty (40) hour work week would serve a probationary period of one thousand and forty hours (1,040), an auxiliary employee working a standard thirty-seven and one-half (37½) hour work week would serve a probationary period of nine hundred and seventy-five (975) hours, and an auxiliary employee working a standard thirty-five (35) hour work week would serve a probationary period of nine hundred and ten (910) hours.

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

#### 1:11 Regular Seasonal Employee Benefits

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

- (a) The level of vacation and sick leave benefits shall be pro-rated on the basis of hours actually worked. Credit for these benefits shall be calculated once employees start regular employment, or once yearly on January 1st of each year, with the calculation of the yearly credit for the next twelve (12 ) month period being based upon the hours actually worked during the previous twelve (12) month qualification period, divided by the full-time hours normally available during that period. The above notwithstanding, no regular seasonal employee shall receive statutory holiday entitlement while on lay off.

- (b) Statutory holiday entitlement for regular seasonal employees shall be determined on the basis of the following formula;

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

Divided by 20

- (c) 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 holiday entitlement as a regular full-time employee, but while on lay off, shall not receive any statutory holiday entitlement.
- (d) If the employee has returned from maternity, parental or adoption leave in the 30 day period immediately prior to the statutory holiday, entitlement shall be determined on the basis of the following formula;

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

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

- 1:12 Without Limiting Generality, Inside Staff: refers to those positions identified as such in wage schedules.
- 1:13 Without Limiting Generality, Outside Staff: refers to those positions identified as such in wage schedules.
- 1:14 Call Out: refers to an unscheduled return to work by an employee after completion of his normal work day (work shift).
- 1:15 Standby: refers to a scheduled period of time, outside of an employee's normal work day or work week, when the regular full-time or regular part-time employee remains available to report for duty on a call out basis.
- 1:16 Continuous Operations: refers to those facilities, services or functions which operate on a continuous basis, or at times outside the normal work day (work shift).
- 1:17 Plural or Feminine Terms

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

1:18 Bargaining Unit Work: includes all duties currently defined in job descriptions which under normal circumstances are the responsibility of the Municipality and which any department or section currently carries out.

## **ARTICLE 2: MANAGEMENT RIGHTS**

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

## **ARTICLE 3: UNION RECOGNITION**

### 3:01 Bargaining Agent

The Employer recognizes the Canadian Union of Public Employees, Local 374, as the exclusive bargaining agent for those bargaining unit employees covered by this Agreement.

### 3:02 Bargaining Unit

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

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

## **ARTICLE 4: UNION SECURITY AND CHECK-OFF**

### 4:01 Union Membership

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

### 4:02 Union Dues

- (a) Commencing on the first pay period following their date of employment, the Employer shall deduct from every employee all dues, initiation fees and/or assessments levied in accordance with the Union Constitution and By-laws, as authorized in writing by the employee.

- (b) Deductions shall be made from each payroll and shall be forwarded to the Treasurer of the Union when practicable, not later than the 15th day of the following month, accompanied by a list of the names and gross pay of all employees from whose wages deductions have been made under this Article.

4:03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall provide a record of, or print on the T-4 slip, the total amount of union dues deducted on behalf of each dues payee, by check-off, during the previous year.

4:04 Record of Employment on Termination

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

**ARTICLE 5: NO STRIKES OR LOCKOUTS**

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

5:02 During the term of this Agreement, there shall be no lockouts by the Employer, or any person acting on behalf of the Employer; nor shall there be any strike, or withdrawal of services, on the part of the Union or any of the employees.

**ARTICLE 6: NO OTHER AGREEMENT/REPRESENTATION**

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

**ARTICLE 7: NO DISCRIMINATION**

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

## **ARTICLE 8: NEW EMPLOYEES**

### 8:01 Copies of Agreement

The Employer agrees to acquaint new employees with the fact that an Agreement between the parties is in effect, and with the conditions of employment set out in Article 4, dealing with Union Security, and Deduction of Union Dues.

### 8:02 Producing the Agreement

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

### 8:03 Notification to Union

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

### 8:04 Union Orientation

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

## **ARTICLE 9: CORRESPONDENCE**

9:01 All correspondence between the parties arising out of this Agreement, or incidental hereto, shall pass to and from the Municipal Administrator, or his delegate, and a designate of C.U.P.E. Local 374 (Saanich), with a copy to the President of the Local.

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

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

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



## **ARTICLE 10: MUNICIPAL COUNCIL MINUTES**

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

## **ARTICLE 11: GRIEVANCE PROCEDURE**

### 11:01 Definition

For purposes of this Agreement, the term grievance shall mean any difference between the parties, or the Employer and any employee, concerning the interpretation, application, operation, alleged violation of the Agreement or any other dispute, including any question as to whether a matter is arbitrable. All grievances shall be dealt with progressively in the following manner without stoppage of work, or refusal to perform work, except where otherwise specifically permitted by the Statutes of British Columbia.

### 11:02 Procedure

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

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

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

#### 11:03 Extension of Time Limits

The parties may by mutual agreement, in writing, extend the time limits mentioned above, provided such extension is requested prior to the expiry of the time allowed.

#### 11:04 Policy Grievance

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

#### 11:05 Deviation from the Grievance Procedure

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

### **ARTICLE 12: ARBITRATION**

#### 12:01 Appointment of an Arbitration Board

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

#### 12:02 Powers of Arbitration Board

- (a) The Arbitration Board shall hear the parties and render an award within fifteen (15) days from the time the Chairperson is appointed and shall commence its proceedings within forty-eight (48) hours after the Chairperson is appointed. The time limits fixed by this procedure may be extended by mutual consent of the parties.

- (b) The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it.
- (c) The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board shall be made within ten (10) days after the hearing, if practical in the Board's opinion, and shall be final, binding and enforceable on all parties. The Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any written decision which it deems just and equitable.
- (d) Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson, within five (5) days of receipt of the decision, to reconvene the Board to clarify the decision.

#### 12:03 Cost of Arbitration

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

#### 12:04 Expedited Arbitration

- (a) The parties may, by mutual agreement, refer to this Expedited Arbitration process any outstanding grievance filed at arbitration.
- (b) The parties shall mutually agree upon a single arbitrator who shall be appointed to hear the grievance and render a decision within two (2) working days of the hearing. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (c) An expedited arbitration decision respecting any matter shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter (with the exception of discipline which may remain on an employee file).
- (d) All settlements of expedited arbitration cases, prior to hearing, shall be without prejudice.
- (e) Notwithstanding (a) above, either party may remove from the expedited arbitration process any matter at any time prior to hearing and forward the matter through the arbitration process established pursuant to Article 12.
- (f) Neither party shall use lawyers to represent them.
- (g) All presentations shall be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.

- (h) The parties shall equally share the costs of the fees and expenses of the Arbitrator.
- (i) Neither party shall appeal a decision of an expedited arbitration.

### **ARTICLE 13: SENIORITY**

#### 13:01 Definition

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

#### 13:02 Probationary Period

- (a) All newly hired regular employees shall serve a probationary period:
  - (i) not exceeding six (6) consecutive months for regular full-time employees, or in the case of regular part-time employees, a period of time equal in length to the hourly equivalent to that of a full-time employee in Pay Grade 1, up to and including Pay Grade 15; including all employees on Schedule B;
  - (ii) not exceeding twelve consecutive months, or its hourly equivalent, for employees in all other Pay Grades;

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

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

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

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

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

#### 13:03 Auxiliary Employee Seniority

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

NOTE: After completion of the auxiliary probationary period, an auxiliary employee's seniority (hours worked) shall be considered no different than seniority of a regular employee in filling posted vacancies.

#### 13:04 Seniority Lists

The Employer shall maintain current seniority lists for employees showing each employee's seniority standing. Where two (2) or more employees have the same seniority date, their relative seniority standing shall be determined on the basis of their application dates. The Employer shall provide copies to the Union quarterly. Past service in temporary hours of work shall be accrued and recorded for the purposes of this Collective Agreement. Such hours of work, and hours of work as an auxiliary employee, shall be maintained by the Employer for the purposes of Article 14, Posting and Filling of Vacancies.

#### 13:05 Loss of Seniority

- (a) An employee shall lose seniority in the event:
  - (i) the employee is terminated for cause and is not reinstated;
  - (ii) the employee resigns;

- (iii) the employee has been laid off from employment for longer than twelve (12) consecutive months, or fails to accept recall under Subsection 15:09 (b), or fails to report on the date and time required when recalled.
- (b) A regular employee who resigns and is immediately employed as an auxiliary employee shall retain their cumulative hours of service. These hours shall be credited for the purpose of seniority in accordance with clause 13.03.

#### 13:06 Transfer Out of Bargaining Unit

Employees shall not be transferred or promoted out of the bargaining unit without their consent. Such employees shall retain the seniority they have acquired up to the date of leaving the unit, but shall not continue to accumulate seniority for periods of service outside the unit. When an employee is transferred or promoted out of the bargaining unit, he shall retain the right to return for a period of twelve (12) months and upon returning, he shall bump into a position consistent with his previously accumulated seniority, with the relative qualifications, experience, skill and ability on the basis of Section 15:04, provided such position is not higher than his former bargaining unit position. Junior employees displaced as a result shall likewise be eligible to bump.

### **ARTICLE 14: POSTING AND FILLING VACANCIES**

#### 14:01 Posted Vacancies

- (a) Where a regular vacancy occurs, or a new regular position is established, the Employer shall post a vacancy notice for a minimum period of eight (8) working days. The notice shall show a closing date for accepting applications and shall include information relevant to the position (nature of position, wage rate, whether testing will be conducted). The job description relevant to the posting shall be available on the intranet, with a copy provided to any employee upon request. All vacancies advertised externally shall include a note indicating that the vacancy is a CUPE Local 374 position. No applications dated after the closing date shall be accepted. All applications shall be in writing. If an appointment has not been made within sixty (60) calendar days from the closing date of the posting the Union shall be advised in writing of the reason for the delay.
- (b) The Union will be advised in writing within three (3) months of a regular vacancy occurring if the position is not being filled.
- (c) Temporary vacancies shall not be posted under this Article, except temporary vacancies that will exceed two (2) months shall be posted. Postings under this Article may be waived by mutual agreement of the parties.

- (d) A temporary vacancy shall be defined as any vacancy of an established position of two (2) months or greater, or a non-established work assignment of two (2) months or greater.

14:02 Factors Considered in Filling Posted Vacancies

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

Notwithstanding the above, preference shall be given to the most senior outside employee who applies for the position provided that the senior employee possesses the qualifications, experience, skill and ability to perform the work in question. This provision shall only apply to those outside classifications in Pay Grades one (1) through five (5) on Wage Schedule A.

- (b) Unsuccessful interview applicants may request a meeting with the interview panel chairperson to discuss their interview results.
- (c) All determinations of qualifications, experience, skill and ability that are relative to the requirements of the job shall be made by the Employer. Whether such determinations were made in a fair and equitable fashion shall be subject to the grievance/arbitration procedures under this Agreement.
- (d) In any arbitration pursuant to Subsection (c), if the Union is first able to demonstrate that the senior employee (griever) presently has the qualifications, experience, skill and ability, that are relative to the requirements of the job in question, the Employer must then establish that such qualifications, experience, skill and ability, that are relative to the requirements of the job, are not equal to those possessed by the successful applicant.

- (e) A regular employee applying for a posted vacancy, who lacks the formal educational or technical certification required in the position, shall not be rejected solely on that basis if he is judged by the Employer as having sufficient experience, skill and ability to otherwise satisfactorily perform the work in question, provided always that such employee is currently enrolled in an appropriate course of study or is, in some other fashion acceptable to the Employer, currently preparing to achieve the necessary certification and provided further that the employee can be expected to achieve such certification within a period of time deemed reasonable by the Employer. In such circumstances, the Employer shall consider the employee as having already achieved the required certification at the time of the promotional competition. The employee shall compete for the vacancy on this basis and, if successful in winning that competition over other applicants on the basis of Subsection (a) above, he shall be awarded the position contingent upon successful achievement of such certification within the time limit established by the Employer for that purpose. If the employee fails to achieve such certification within this time period, the employee shall revert to his former position.
- (f) Credit shall not be given for experience gained in an acting capacity which was gained immediately prior to a posting for the position in question. Experience gained at other times may be a factor considered in filling a posted vacancy.
- (g) The Union will be advised three (3) working days prior to Bargaining Unit interviews, and is responsible for having an observer present if the Union so wishes. The observer shall be granted time off with pay to attend the interview, which shall be cost-shared between the parties fifty percent (50%) each.

#### 14:03 Applications by Employees

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

#### 14:04 Appraisal Period

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



14:05 Annual Written Appraisals

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

14:06 Return to Former Position

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

14:07 On-the-Job Training

- (a) When, in the Employer's opinion, operational requirements both warrant and permit, and when it is practical from a financial perspective to do so, the Employer shall endeavour to provide on-the-job training to employees within the municipal organizational structure during normal working hours. The purpose of this training shall be primarily to maximize flexibility when assigned day-to-day work within a department and, secondly, to provide enhanced opportunity for employees to advance within their own departments as vacancies occur therein.
- (b) Employees may submit a written request which will be forwarded to their supervisor. The employer shall respond in writing within thirty (30) days.
- (c) Additional Employer considerations, when selecting employees for training under this clause, shall be as follows in rank order:
  - (i) the present and future operating needs and efficiency of the department and/or work unit involved;
  - (ii) the relationship between an eligible employee's current work and the training to be offered;
  - (iii) the capabilities and past performance of the employees considered for training; and
  - (iv) seniority.

- (d) Training of a more general nature or interdepartmental nature, and/or of interest to one or more employees in a given section, division, or department, may also be offered by the Employer under this clause. Such training shall always meet the basic criteria set out in Sections (a), (c) and (e).
- (e) Training under this clause shall not be provided solely to enable employees to obtain the qualifications or experience required in order to qualify for higher paid positions.

## **ARTICLE 15: LAY OFF, RECALL AND BUMPING**

### 15:01 Definition

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

### 15:02 Temporary Lay Off

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

### 15:03 Lay Off Order

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

Auxiliary employees are to be laid off before regular employees and regular employees are recalled before auxiliary employees.

15:04 Bumping Rights

- (a) Within ten (10) working days after being notified under Sections 15:03 or 15:13 that they occupy a position designated for lay off, those regular employees who are not to be retained in that position and department shall be given opportunity to exercise their seniority, vis-a-vis more junior employees, by indicating their desire to bump into any given position on the basis of Subsections (i) and (ii) below, provided always that the bumping employee has the required qualifications, experience, skill and ability, that are relative to the requirements of the job to perform the work in question. All determinations of qualifications, experience, skill and ability shall be made by the Employer in a fair and equitable fashion. Failure to bump into one of the desired position(s), when given the opportunity under Section 15:04, shall result in the affected employee being laid off and placed on the recall list.
  - (i) firstly, the most junior employee occupying a classification in a lateral pay grade; or failing that
  - (ii) the most junior employee occupying a classification in the next, or each subsequent lower, pay grade.
- (b) Upward bumping is not permitted under this Article. Regular part-time employees may only bump other regular part-time employees.
- (c) When an employee bumps a more junior employee in accordance with this Article, he shall be placed at the new pay grade.

15:05 Notice of Lay Off

- (a) The Employer shall provide written notice to regular part-time and regular full-time employees who do not bump a more junior employee in accordance with Section 15:04 and who, as a result, are to be laid off and placed on the recall list, two (2) calendar weeks prior to the effective date of their lay off. Employees who have completed three (3) years' continuous service shall receive additional notice of one (1) calendar week, and for each subsequent completed year of continuous service, an additional one (1) calendar week, to a maximum total of eight (8) calendar weeks' notice. If the employee is not given an opportunity to work the applicable notice period, he shall be paid for that portion of the notice period during which work was not made available.
- (b) Notwithstanding 15:05 (a), the Employer shall provide written notice to a regular seasonal employee who does not bump a more junior employee in accordance with Section 15:04 and who, as a result, is to be laid off and placed on the recall list, one (1) calendar week prior to the effective date of lay off.

If the employee is not given an opportunity to work the notice period, he shall be paid for that portion of the notice period during which work was not made available.

15:06 Appraisal Period

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

15:07 Severance Pay

Within the three (3) working days of being notified of lay off under Section 15:05, and as an alternative to either bumping a more junior employee in accordance with Section 15:04, or working the notice period and being laid off and placed on the recall list, the affected employee may elect to resign and take severance pay in lieu of the balance of the notice period received and outstanding at the time of making such election; and by so electing, not work the balance of such notice period. Employees who elect to take severance pay under Section 15:07, shall be finally and conclusively terminated in all respects and shall not have recall or other rights under this Agreement.

15:08 Recall List

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

15:09 Recall Rights

- (a) Laid off regular employees on the recall list may make application, on the same basis as active employees, for regular full-time and regular part-time vacancies posted under Section 14:01. Laid off regular employees on the recall list, who do not apply for posted vacancies, shall receive no consideration when such vacancies are filled on the basis of Section 14:02.

- (b) If the regular full-time or regular part-time vacancy is not filled under Subsection (a), and in accordance with Section 15:10 below, the Employer shall then attempt to recall a former regular employee on the recall list having the required qualifications, experience, skill and ability, relative to the requirements of the job, to perform the work in question, before offering employment to a new employee. All determinations of qualifications, experience, skill and ability, that are relative to the requirements of the job, shall be made by the Employer in a fair and equitable fashion.
- (c) In no event shall the Employer be required to re-employ any former employee who has been laid off and who remains on the recall list for longer than twelve (12) months.

15:10 Recall Procedures

- (a) It shall be the responsibility of laid off regular employees on the recall list to maintain their current telephone number and postal address with Personnel Services. When filling regular vacancies under Subsection 15:09 (b), and before offering employment to a new employee, the Employer shall attempt to contact a laid off regular employee on the recall list having the required qualifications, experience, skill and ability, relative to the requirements of the job, to perform the work in question, at the telephone number so provided, to instruct the employee of the date and time to report for work. Contact includes leaving a message at the telephone number so provided by the employee. Failure to report on the date and time required, or to contact the Employer as provided under Subsection (b) below, will constitute one of the rights of refusal as provided for under Subsection (d) below.
- (b) The date and time to report may be extended by a maximum of ten (10) working days upon the approval of the Employer, should the employee have extenuating personal circumstances which make it impossible to report as required, provided always that the operational requirements of the Employer permit.
- (c) Employees on the recall list shall notify the Employer when they are to be temporarily away, to provide a temporary phone number and address where the Employer will be able to contact them during such absence.
- (d) Employees shall have the right to refuse two (2) recalls to employment during their twelve (12) month recall period before losing their recall rights.

15:11 Status While on Recall List

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

15:12 Lay Offs Beyond the Control of the Employer

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

15:13 Special Placement

- (a) When operational requirements permit, an employee who is disabled or, as a result, is permanently unable to perform his normal job duties may, through mutual agreement of the parties on an individual case by case basis, be permitted to bump into any given position provided the said disabled or infirmed employee has the qualifications, experience, skill and ability, that are relative to the requirements of the job, provided such position is occupied by a junior employee and provided that no upward bumping shall be permitted under this Article.
- (b) Employees receiving special placement under this Article shall be paid the rate for the job into which they bump and shall serve an appraisal period not exceeding six (6) calendar months in the new position. Nothing in this Article in any way prejudices the Employer's right to terminate employees for culpable or non-culpable reasons.

**ARTICLE 16: HOURS OF WORK**

16:01 Work Week

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

- (b) The normal full-time work week in the Recreation Division shall consist of any five (5) consecutive working days.

#### 16:02 Work Day

- (a) Inside Staff

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

- (b) Outside Staff

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

- (c) Recreation Staff

The normal full-time work shift for Recreation Division employees shall consist of either seven (7), seven and one-half (7½) or eight (8) hours per day. There shall be a minimum one-half (½) hour unpaid meal break at intervals that will result in no employee working longer than five (5) consecutive hours without a break. Any variation to the meal break will be done in accordance with Article 16:03.

#### 16:03 Variation of Working Times

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

#### 16:04 Irregular Schedules

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

16:05 Rest Periods and Meal Breaks

Each employee shall be entitled to one (1) fifteen (15) minute paid rest period in each half of a shift of three (3) or more hours duration.

The Employer shall ensure that each employee has an unpaid meal break of at least one-half (1/2) hour, at intervals that will result in no employee working longer than five (5) consecutive hours without a meal break.

16:06 Reporting Pay

- (a) With the exception of Sections (b) and (c), employees reporting for work but not being put to work, shall be paid for two (2) hours. Employees who commence work shall receive not less than four (4) hours pay, unless discharged for cause.
- (b) Auxiliary employees in the Recreation Division who report for work shall receive not less than two (2) hours pay, unless discharged for cause.
- (c) Instructors who report for work or auxiliary employees in the Recreation Division attending scheduled staff meetings shall receive a minimum of one (1) hour pay, unless discharged for cause. For the purpose of this clause the following positions are considered to be instructors;

- Program Attendant I
- Program Attendant II
- Instructor I
- Instructor II
- Instructor III
- Program Assistant – Recreation
- Aquatic Instructor I
- Aquatic Instructor II
- Aquatic Instructor III
- Childminder
- Youth Leader I

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

16:07 Continuous Operations

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



16:08 Scheduling of Shifts in Continuous Operations

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

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

16:09 Temporary Shut Downs - Recreation Centres

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

16:10 Hours Free From Work

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

**ARTICLE 17: OVERTIME**

17:01 Definition

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

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

17:02 Overtime Rates

The following overtime rates shall apply:

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

NOTE: Auxiliary and regular seasonal employees shall be scheduled to work Saturday at straight time in Solid Waste Services before calling in regular full-time Equipment Operator III's at overtime rates.

17:03 Saturday and Sunday Work

With the exception of work performed as part of scheduled shifts in continuous operations, regular employees shall not be required to work overtime on Saturdays or Sundays, except in cases of emergency.

17:04 Time Off in Lieu of Overtime

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

17:05 Standby

- (a) A regular employee designated by the Employer to be on standby, at a time or times other than his regular working hours, shall be paid the following premiums:
  - (i) Twenty (20) hours pay at Chargehand rate of pay for each week in which the employee was on standby; and
  - (ii) Eight (8) hours pay at Charge Hand II rate of pay for each statutory holiday in which the employee was on standby.
  - (iii) For the purposes of (I) above, the regular employee on standby shall be on call from 4:30 p.m., Friday through the week until 8:00 a.m. the following Friday.

- (iv) When the standby person goes out on a call they shall be paid at the Chargehand II rate of pay.
- (v) For the Recreation Division six (6) hours pay at Pay Grade 15 for each weekend in which the employee was on standby. For the purposes of this clause the weekend shall be from 4:30 p.m. Friday through until 8:00 a.m. the following Monday.
- (b) In the Parks and Public Works Divisions there will be eight (8) regular full-time employees who shall be placed on a roster that is rotated on a weekly basis. These employees shall be appointed by the Employer through a posting based upon its operational needs, seniority considered, from among the group of employees who, in the Employer's opinion, possess the necessary qualifications, experience, skill and ability, relative to the requirements of the job, to perform the work which might arise while on standby. Those employees so appointed after posting shall be rotated on a regular basis so that the standby work is distributed among them in a fashion deemed equitable by the Employer.
- (c) Any employee required by the Employer to carry and to respond to communication devices such as, but not limited to, cell phones, electronic mail via computers, pagers or mobile radios outside their regular work schedule shall be paid as per (a) above.
- (d) A regular employee in the Information Technology Division designated by the Employer to be on standby, at a time or times other than his regular working hours, shall be paid the following premiums:
  - (i) Six (6) hours pay at Pay Grade 20 for each weekend in which the employee was on standby. For the purposes of this clause, the weekend shall be from 4:30 p.m., Friday through the weekend until 8:00 a.m. the following Monday.
  - (ii) Three (3) hours pay at Pay Grade 20 for any evening in which the employee was on standby. For the purposes of this clause, the evening shall be from 4:30 p.m. to 8:00 a.m. the next morning.
  - (iii) Eight (8) hours pay at Pay Grade 20 for each statutory holiday in which the employee was on standby.
  - (iv) When the standby person goes out on a call or resolves a technical problem, he shall be paid Pay Grade 20 or his regular rate of pay, whichever is higher.

- (v) These employees shall be appointed by the Employer based upon its operational needs, from among the group of employees who, in the Employer's opinion, possess the necessary qualifications, experience, skill and ability, relative to the requirements of the job, to perform the work which might arise while on standby. Those employees so appointed shall be rotated on a regular basis.
- (vi) An employee shall be designated on standby on registration weekends of the Recreation Services Department and other weekends only when unusual operational needs require it.

17:06 Call Out

- (a) The first occurrence of a call out outside of normal working hours will be calculated on a two (2) hour minimum basis at the appropriate overtime rate commencing at the end of a regular shift (eg. 4:30 p.m.), travelling time to be included.
- (b) Within the two (2) hours of the first call out assignment, any other assignments within this period cannot be charged.
- (c) If more than one (1) call out occurs during the shift (i.e. 4:30 p.m. to 8:00 a.m.), the pay will be calculated on the basis of actual time worked at the appropriate overtime rate; travelling time to be included.
- (d) During the week, a call out assignment between 12:00 midnight and 6:30 a.m. shall be calculated on a three (3) hour minimum. An assignment between 6:30 a.m. and the start time of the Section concerned shall be calculated on actual time worked at the appropriate overtime rate.
- (e) Over the weekend, the three (3) hour minimum shall apply within the time periods listed:

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

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

**ARTICLE 18: WAGES AND ALLOWANCES**

18:01 Schedules A and B

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

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

18:02 Service Pay

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

18:03 Pay While Relieving in Higher Rated Positions

- (a) An employee who is temporarily appointed by the Employer to perform the duties of a higher paying position shall receive the standard hourly rate for the position for all time spent in the higher paid position.
- (b) An employee shall be deemed to be covered by all provisions of this collective agreement even when the higher position is outside the bargaining unit. Overtime calculations shall be based upon the regular C.U.P.E. wage for the position the employee occupies and Article 17 (Overtime) shall apply.

18:04 Premium Pay

- (a) All employees shall receive an hourly premium of sixty cents (\$0.60), in excess of their normal wage, for time actually working in direct contact with raw sewage, hot asphalt or MIP.
- (b) All employees shall receive an hourly premium of sixty cents (\$0.60), in excess of their normal wage, for time actually working in direct contact with garbage, provided such contact is not part of their normal job duties.
- (c) All Pesticide or Herbicide Sprayer Operators shall receive an hourly premium of one dollar and fifty cents (\$1.50) per hour, in excess of their normal wage, when they are actually performing such work.
- (d) All employees directed to clean up excrement/fecal matter (human or otherwise), bodily fluids (blood, vomit, urine), diapers or obnoxious hazards (hypodermic needles) shall receive an hourly premium of sixty cents (\$0.60), in excess of their normal wage, for time actually spent working in direct contact with such materials. This premium will be paid provided these duties are not part of their normal job duties.
- (e) Building Service Workers directed to clean jail cells shall be paid an hourly premium of sixty cents (\$0.60), when they are actually performing such work.

- (f) Employees working in ditches or sewers, surface drains, watermains or laterals, where the mean depth below the average ground level is 2.4 metres or greater, or working at heights exceeding 7.6 metres above the average ground level shall receive an hourly premium of sixty cents (\$0.60) in excess of their normal wage for time actually spent working in these conditions. The average depth to be determined by the Director of Engineering (or his designate) who shall, if conditions are met, authorize payment. It is the responsibility of the chargehand to advise his supervisor that conditions meet the criteria to apply the premium. Only those employees working in the ditch will receive the premium.
- (g) Effective January 1, 2008, premiums outlined in Article 18.04 (a), (b), (d), (e) and (f) shall be increased to sixty-five cents (\$0.65).

Effective January 1, 2009, premiums outlined in Article 18.04 (a), (b), (d), (e) and (f) shall be increased to seventy cents (\$0.70).

Effective January 1, 2010, premiums outlined in Article 18.04 (a), (b), (d), (e) and (f) shall be increased to seventy-five cents (\$0.75).

#### 18:05 First Aid Allowance

- (a) An employee required by their job description to possess an Occupational First Aid Certificate or when designated by the employer to maintain a valid Occupational First Aid Certificate and act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance:

Level II OFA Certificate - fifty dollars (\$50.00) bi-weekly

Level III OFA Certificate - sixty dollars (\$60.00) bi-weekly

Effective January 1, 2008 the premiums for OFA Level II shall be increased to fifty-five dollars (\$55.00) bi-weekly and for OFA Level III shall be increased to sixty-five dollars (\$65.00) bi-weekly.

Effective January 1, 2009 the premiums for OFA Level II shall be increased to sixty dollars (\$60.00) bi-weekly and for OFA Level III shall be increased to seventy dollars (\$70.00) bi-weekly.

Effective January 1, 2010 the premiums for OFA Level II shall be increased to sixty-five dollars (\$65.00) bi-weekly and for OFA Level III shall be increased to seventy-five dollars (\$75.00) bi-weekly.

- (b) The cost for certification and re-certification including the cost of the required medical and paid time off work to attain such shall be borne by the Employer for those employees required to hold a valid Level II or Level III Occupational First Aid Certificate.

- (c) Any employee designated by the employer to achieve and maintain a valid Occupational First Aid Certificate Level II or Level III, but is not required by his job description to use the certificate, shall be paid forty dollars (\$40.00) per month in addition to his normal pay. If called upon to relieve a First Aid Attendant, he shall receive the forty dollars (\$40.00) monthly premium or the pro-rated portion of the regular First Aid Attendant allowance, whichever is greater.

18:06 Shift Differential

- (a) With the exception of positions listed on Schedule B but excluding Food and Beverage Hosts and Facility Attendants, when the major portion of an employee's shift falls between the hours of 4:00 p.m. and 12:00 midnight, a shift differential of sixty cents (\$0.60) per hour will be paid for all hours worked. When the major portion of such employee's shift falls between the hours of 12:00 midnight and 8:00 a.m., a shift differential of seventy cents (\$0.70) per hour will be paid for all hours worked.

Effective January 1, 2008 the afternoon shift premium shall be increased to sixty-five cents (\$0.65) per hour and the night shift premium shall be increased to seventy-five cents (\$0.75) per hour.

Effective January 1, 2009 the afternoon shift premium shall be increased to seventy cents (\$0.70) per hour and the night shift premium shall be increased to eighty cents (\$0.80) per hour.

Effective January 1, 2010 the afternoon shift premium shall be increased to seventy-five cents (\$0.75) per hour and the night shift premium shall be increased to eighty-five cents (\$0.85) per hour.

- (b) The above notwithstanding, shift differential is earned only when an employee is actually working, and is not applied when overtime premiums are being paid.

18:07 Portal to Portal

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

18:08 Allowance for Tools

- (a) Where determined by the Employer that Journeymen be required to have their own tools as a condition of employment, the Employer shall pay a tool allowance at the rate of twenty-five cents (\$0.25) per straight time hour paid for the purchase of new tools and equipment owned by the employees and used in the performance of their duties.

- (b) The Employer shall provide funding for replacement of tools that are worn out, broken or stolen. Replacement will be made by producing the worn or broken tools, or proving the tool was stolen. Replacement shall be with tools of equal quality.

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

18:09 Professional Associations and Permits (Effective January 1, 2008)

- (a) Regular employees who have passed their probationary period who are required by the Employer to maintain membership in a professional association as a condition of their employment or to hold and maintain accreditation or permits shall be reimbursed such costs upon presentation of proof of payment.
- (b) Where a medical examination is required to maintain a professional driver's license as a condition of employment, the Employer shall reimburse such medical costs upon presentation of proof of payment.
- (c) Regular employees who work in the Recreation Division and who are required to periodically re-certify their qualifications shall be reimbursed such costs upon successful re-certification.

**ARTICLE 19: VACATION**

19:01 Entitlement

- (a) In the first calendar year of service (January 1st to December 31st), vacation shall be granted to regular employees on the basis of one and one-quarter (1 $\frac{1}{4}$ ) working days (or equivalent in hours) for each month, or portion of a month greater than one-half, worked before December 31st. Regular employees commencing employment after September 1st of any year, shall be granted vacation pay from their starting date until December 31st of that year.
- (b) Vacation with pay shall be granted to other regular employees as follows:
  - (i) after the first (1st) year of service and up to the end of the fourth (4th) year of service: fifteen (15) days (or equivalent in hours) vacation per annum.
  - (ii) beginning the fifth (5th) year of service and up to the end of the eighth (8th) year of service: eighteen (18) days (or equivalent in hours) vacation per annum.
  - (iii) beginning the ninth (9th) year of service and up to the end of the twelfth (12th) year of service: twenty three (23) days (or equivalent in hours) vacation per annum.



- (iv) beginning the thirteenth (13th) year of service and up to the end of the sixteenth (16th) year of service: twenty five (25) days (or equivalent in hours) vacation per annum.
  - (v) beginning the seventeenth (17th) year of service and up to the end of the twenty second (22nd) year of service: twenty eight (28) days (or equivalent in hours) vacation per annum.
  - (vi) beginning the twenty third (23rd) year of service and up to the end of the twenty seventh (27th) year of service: thirty (30) days (or equivalent in hours) vacation per annum.
  - (vii) beginning the twenty eighth (28th) year of service and thereafter, thirty three (33) days (or equivalent in hours) vacation per annum.
- (c) The yearly vacation entitlement set out in Subsection (b) above shall be advanced to employees on January 1<sup>st</sup> of each year of service. However, should the employment of such employee terminate for any reason before the yearly vacation entitlement advanced on this basis has been earned in that year, an adjustment shall be made to the employee's final cheque(s) to repay such advance, if necessary.

#### 19:02 Work on a Vacation Day

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

#### 19:03 Sick Leave or Bereavement Leave during Vacation

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

## **ARTICLE 20: STATUTORY HOLIDAYS**

### 20:01 Entitlement

Regular employees shall be paid for the following statutory holidays:

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

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

### 20:02 Statutory Holiday Falling During Annual Vacation

When a statutory holiday falls or is celebrated during a regular employee's annual vacation period, the employee shall be granted another day (shift) off with pay in lieu, at a time mutually agreeable to the employee and the Employer.

### 20:03 Statutory Holiday Falling on a Rest Day

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

### 20:04 Work on a Statutory Holiday

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

### 20:05 Continuous Operation Employees

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

### 20:06 Auxiliary Employee Entitlement

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

## **ARTICLE 21: SICK LEAVE**

### 21:01 Definition

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

- (a) An employee who commences an action or makes a claim against a third party for damages relating to an injury or illness for which the employee was paid sick leave benefits shall include in his claim, a claim for wage loss equal to the sick leave benefits so paid or projected to be paid, and the cost to the Municipality of continuing benefits coverage for the duration of such absence. It is the responsibility of the employee to notify his legal representative of this Article.
- (b) Where such claim is made to the courts, the employee or his representative shall request the presiding judge, or judge and jury, to specify the amount of any award which is attributable to the wage loss claim.
- (c) Where a voluntary settlement with the third party is contemplated for an amount which is less than the full sick leave benefits paid, the employee shall first obtain the approval of the Municipality, which approval shall not be unreasonably withheld. Such voluntary settlement shall specify the amount of the settlement which is attributable to the wage loss claim.
- (d) The employee shall reimburse the Municipality to the extent such wage loss is recovered from the third party, less those legal fees certified by the employee's legal counsel as being attributable to proving the wage loss claim.

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

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

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

#### 21:02 Entitlement

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

- (a) During the first twelve (12) months of service: one (1) day for each completed month of service.
- (b) Upon completion of one (1) year of service and up to and including the fifth (5th) year of service: twelve (12) days per year.
- (c) Upon completion of the fifth (5th) year of service and up to and including the fifteenth (15th) year of service: eighteen (18) days per year.
- (d) Upon completion of the fifteenth (15th) year of service and each completed year of service thereafter: twenty-four (24) days per year.
- (e) The yearly sick leave entitlement set out in Subsections (b) through (d) above shall be advanced to employees on January 1st of each year of service. However, should the employment of such employee terminate for any reason before the yearly sick leave entitlement advanced on this basis has been earned in that year, an adjustment shall be made to the employee's final cheque to repay such advance, if necessary.

#### 21:03 Proof of Illness

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

#### 21:04 Sick Leave Accrual

The unused sick leave entitlement shall accrue and be available to regular employees, as provided in Section 21:02, at the rate of one hundred percent (100%) during the first fifteen (15) years of employment, but in the sixteenth (16th) year and each year thereafter, the amount of accrual shall be fifty percent (50%) of the unused entitlement. The maximum accrual allowable to one employee shall be one hundred and thirty (130) days.

#### 21:05 Sick Leave Payout

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

21:06 Special Disability Fund

- (a) The Special Disability Fund is intended to provide for absences due to sickness or disability when a regular employee has applied for benefits under the Long Term Disability Plan but does not have sufficient sick leave in his personal accrual to cover the required five (5) month LTD waiting period.
- (b) The Special Disability fund shall be operated as follows:
  - (i) The fund shall contain a maximum total number of days at the start of each calendar year (January 1) which is no less than one (1) day times (X) the number of regular employees on roll as of that date. If on January 1 of any year, the total number of days in the Fund is less than that which would result from the above calculation, each regular employee with five (5) or more years of service shall then contribute one (1) day to the Fund from their personal sick leave accrual for that year. Should the total accumulation in the Fund be exhausted during any calendar year, no other allotments will be available until the commencement of the subsequent calendar year.
  - (ii) Allocations from the Fund will be made by the Employer upon receipt of written recommendation from a Joint Union/Management Committee established for that purpose consisting of two (2) representatives of both the Employer and the Union.
  - (iii) Allocations from the Fund shall only be made to regular employees who have completed six (6) months of continuous employment, who are sick or disabled and who have applied for benefits under the Long Term Disability Plan.
  - (iv) The allocations from the Fund are intended to cover some or all of the required five (5) month LTD waiting period when the sick or disabled employee has insufficient days in his personal sick leave accrual to cover all of such period. The Union/Management Committee shall be responsible for deciding the number of days, if any, which any employee may receive from the Fund but, in no event, shall any employee be eligible to receive more days than are required for that employee to begin receipt of his LTD payments.

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

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

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

22:02 Article 22:01 notwithstanding, regular employees under the direction of the Saanich Rehabilitation Committee will earn vacation, sick leave and statutory holidays while engaged in an approved rehabilitation program.

### **ARTICLE 23: JOB EVALUATION**

#### 23:01 Purpose

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

#### 23:02 Joint Maintenance Committee

A Joint Job Evaluation Maintenance Committee (hereinafter referred to as the Committee) shall be established with up to four (4) representatives of the Employer and up to four (4) representatives of the Union appointed by the Saanich Union Executive. Each party shall appoint a Co-chairperson of the Committee. There shall be a minimum of two union representatives present at all meetings of this Committee.

#### 23:03 Changed Duties and Responsibilities

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

The following procedures shall be followed:

- (a) If an incumbent(s)/Union believe that the job description for their position does not accurately reflect the duties and responsibilities, they shall request a job description review through their immediate Manager. The incumbent(s)/union will identify in writing any discrepancies between the assigned duties and the job description content and forward to their immediate Manager for review and discussion. If the Manager and Department Head agree that changes are required, in consultation with Human Resources, the duties will be incorporated into the job description. The effective date of the changes will be the date the Department Head approves and signs the revised job description. If the Department Head or Manager disagrees with the proposed changes, the employee will be advised in writing of the reasons, with a copy to the Union.
- (b) The incumbents(s)/Union or the Supervisor/Employer may request a job evaluation review by completing and submitting a Job Evaluation Questionnaire available from Human Resources. The incumbent(s)/Union shall forward the questionnaire to the incumbent's Supervisor and Department Head for comments and signatures. The incumbent shall also forward a copy of the questionnaire to Human Resources. The Supervisor/Employer must submit the completed questionnaire, along with an updated job description, to Human Resources, within twenty (20) working days of the date the employee signed the questionnaire.
- (c) Upon receipt of a completed Job Evaluation Questionnaire, the Committee shall proceed to gather accurate, up-to-date information on the job. The gathering of information may involve the interviewing of incumbent(s) and/or supervisors and/or visits to the job site, if requested.
- (d) Where it has been determined that there has been a significant change, the Committee shall meet to rate each sub-factor of the job, and to establish a new rating for the job and advise the incumbent(s) and/or supervisor of its decision. Where, in the opinion of the Committee, another job description better reflects the duties and responsibilities as identified in the questionnaire, the Committee shall recommend to the Department Head that the incumbent(s) be reclassified. The Department Head shall determine within twenty (20) working days from the date of the review whether to reclassify the incumbent(s). The rating of the job shall determine the pay grade for the job. Within twenty (20) working days from the date of the initial notification by the Committee, the incumbent(s)/Union or the Supervisor/Employer may submit a one-time appeal only if a consensus could not be reached by the Committee.
- (e) If the job is rated at a pay grade higher than the existing pay grade, the incumbent's rate of pay shall be adjusted retroactive to the date the Job Evaluation Questionnaire was submitted. If the questionnaire is submitted after twenty (20) working days of the date the employee signed the questionnaire, the retroactive date will be the date the employee signed the questionnaire. All general wage increases negotiated from time to time shall be calculated upon the higher of the revised or previously existing job rate.

- (f) Decisions of the Committee are not grievable except where the incumbent(s)/Union or Supervisor/Employer establishes that one or more members of this Committee stood in conflict. However, in the case of an error in rating or assessment the Committee shall review the position.
- (g) When a review is made of several related jobs in a work unit simultaneously, the resulting pay grades shall be paid to the incumbents effective the date the questionnaire was submitted. In the event that the pay rate of a job decreases as the result of the new rating, the incumbent shall maintain his current pay grade and shall receive all general wage increases negotiated from time to time.

#### 23:04 New Jobs

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

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



### 23:05 Settlement of Disagreements

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

If, after meeting with the two (2) advisors, the Committee remains unable to agree upon the matter in dispute, the Co-chairpersons shall advise, in writing, the Union and the Employer of this fact within fifteen (15) working days.

- (b) Subsequently, either party may, by written notice to the other party, refer the dispute to a single Arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an Arbitrator.
- (c) The Arbitrator shall decide the matter upon which the Committee has been unable to agree and his decision shall be final and binding on this Committee, the Employer, the Union and all affected employees. The Arbitrator shall be bound by the Job Evaluation Program and shall not have the power to modify or amend any of its provisions. The jurisdiction of the Arbitrator shall be limited to the matter in dispute, as submitted by the parties.
- (d) The Employer and the Union shall be the parties to the Arbitration Hearing and shall have the right to present evidence and argument concerning the matter in dispute. The Arbitrator shall have the powers of an Arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence as deemed necessary by the Arbitrator.
- (e) Neither party shall use lawyers to represent them at the Arbitration Hearing.
- (f) The Arbitrator's fees and expenses shall be borne equally between the parties.
- (g) The time limits contained in this Article may be extended by mutual agreement of the parties.

### 23:06 Periodic Review

Using a process established by the Committee, the Committee shall annually review job descriptions and ratings of at least twenty percent (20%) of the jobs to ensure the accuracy and integrity of the program.

The resulting pay grade shall be paid to the incumbent effective the date the Committee has completed the rating of a job. In the event that the pay rate of a job decreases as the result of the new rating, the incumbent shall maintain his current pay grade and shall receive all general wage increases negotiated from time to time. Within twenty (20) working days from the date of the initial notification by the Committee, the incumbent(s)/Union or the Supervisor/Employer may submit a one-time appeal only if a consensus could not be reached by the Committee.

#### 23:07 Schedule B Positions

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

#### 23:08 Positions to be Posted

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

### **ARTICLE 24: NEW OR REVISED CLASSIFICATIONS**

#### 24:01 Job Descriptions

The Employer agrees to draft job descriptions for all positions for which the Union is the bargaining agent, which shall be the recognized job descriptions. Where any such position changes sufficiently to warrant a revised description, or the Employer creates a new regular position, a new or revised description shall be prepared by the Employer and forwarded to the Union. This job description shall not be finalized by the Employer until thirty (30) days have elapsed following the Union's receipt of such description to allow opportunity for the Union to discuss such job description with the Employer.

### **ARTICLE 25: BEREAVEMENT LEAVE**

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

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

#### **ARTICLE 26: JURY AND COURT WITNESS DUTY**

26:01 Regular or auxiliary employees, subpoenaed to serve as a member of a jury, shall receive their regular pay for absence on regularly scheduled days of work, provided that the employee pays to the Employer all remuneration received for performing jury duty on those days and provided further, that the employee reports to work before or after fulfilling such duty on those days, when it is practical to do so.

26:02 Regular or auxiliary employees subpoenaed to attend court as a witness, except where the employee's private affairs have caused such court appearance, shall receive their regular pay for absence on regularly scheduled days of work, provided that the employee pays to the Employer all remuneration received for performing such witness duty on those days.

#### **ARTICLE 27: LEAVE OF ABSENCE, UNION OFFICIALS**

##### 27:01 List of Union Officials

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

##### 27:02 Leave for Union Business

- (a) Official representatives of the Union, to the maximum numbers listed below, shall be granted time off with pay when meeting official representatives of the Employer for the purpose of:
  - (i) Settling a grievance that has not been referred to a third party or to arbitration: to a maximum of three (3) Union appointees.
  - (ii) Labour/Management Committee meetings: to a maximum of four (4) Union appointees.
  - (iii) Joint Committees established under the terms of this Agreement: to a maximum of two (2) Union appointees.
  - (iv) Negotiating of a renewal or revision to this Agreement: when the official paid representation from the Union shall be a maximum of five (5) Union appointees.
- (b) Official representatives of the Union shall be granted leaves of absence without pay for the purpose of attending meetings, or transacting other business, in connection with matters affecting members of the bargaining unit.

- (c) All applications for leave of absence to conduct Union business under this Article, whether with or without pay, shall be granted only upon application to and upon receiving permission from the Municipal Administrator, or his delegate. The Union shall provide reasonable notice prior to the commencement date of leave under this Article.
- (d) When leave without pay is granted under Subsection (b), the Employer shall not make a deduction from the regular salary or the benefits of the employee(s) involved, provided the Union reimburses the Employer the amount of the salary and benefit costs within thirty (30) days of the invoicing date by the Employer.

#### 27:03 Emergency Union Business

One (1) Union official, as named in Section 27:01, shall be allowed time off without pay to attend to emergency Union business arising at the operations of an Employer other than the District of Saanich, but under certification to Local 374, on short notice to a supervisory official designated by the Municipal Administrator, provided such time off does not disrupt normal operations.

#### 27:04 Full-time Union Business

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

### **ARTICLE 28: MATERNITY AND ADOPTION LEAVE**

#### 28:01 Maternity Leave

A pregnant employee shall qualify for maternity leave in accordance with the following:

- (a) An employee making application not later than four (4) weeks prior to the commencement of the leave of absence shall be granted pre-and post-natal maternity leave not in excess of a total of seventeen (17) weeks.

- (b) It is incumbent upon the employee to provide evidence of the expected date of confinement at least six (6) weeks in advance. It is also the employee's responsibility to provide written medical evidence of health during pregnancy while still at work, if requested to do so by the Employer.
- (c) If the employee returns to work immediately after the expiry of the authorized leave, she will retain her former position without loss of available benefits. Vacation pay shall be pro-rated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid. The employee is to provide one (1) month's notice confirming the date of return to work. Application for extension of this maternity leave may be made to the Employer.
- (d) The employee shall be deemed to have resigned if an application to return to employment is not made or she does not commence re-employment on the dates agreed in Section (c) above. Resignation will be effective on the scheduled date of return to work under Section (c) above.
- (e) Medical complications of pregnancy will be covered by the sick leave provisions while the employee remains at work.

#### 28:02 Parental Leave

With six (6) weeks written notice, an employee (male or female) shall receive unpaid leave of absence of up to thirty-five (35) consecutive weeks of parental leave without loss of position or benefits.

In the cases of a natural mother, parental leave can commence immediately following the end of the maternity leave, unless the Employer and the employee agree otherwise. In the case of the natural father, the leave may commence following the birth of the child and within the fifty-two (52) week period after the birth.

#### 28:03 Adoption Leave

An employee shall be permitted leave of absence, without pay, for a maximum period of seventeen (17) weeks, for the purpose of adopting a child without loss of position or benefits. The provisions of Sections 28:01 (c) and (d) shall apply. The employee shall be required to furnish proof of adoption.

In addition, an employee who is the adoptive mother or the adoptive father shall be entitled to up to thirty-five (35) consecutive weeks of parental leave without loss of position or benefits. Parental leave can commence following the adoption and within the fifty-two (52) week period after the date the adopted child comes into the care and custody of the mother or father.

28:04 Supplemented Employment Insurance Benefits

A regular full-time, regular part-time or regular seasonal employee (if maternity leave occurs during her regular work season) on maternity leave or a mother on adoption leave, shall be paid as follows:

- (a) Ninety-five percent (95%) of the employee's current salary for the first two (2) weeks of the leave.
- (b) Thereafter, the difference between ninety-five percent (95%) of the current salary and the amount of Employment Insurance maternity benefits payable to the employee, for a period of thirty (30) weeks.
- (c) In the event that a birth or adoption occurs in a same-sex relationship then if an employee is the primary caregiver (stay-at-home parent) such employee shall be deemed to be a birth/adoptive mother and be entitled to the provisions of this clause.

**ARTICLE 29: LEAVE OF ABSENCE**

29:01 General Leave

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

29:02 Sports Competitions

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

29:03 Education Leave

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

29:04 Benefits While on Approved Leave of Absence

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

29:05 Leave With Pay for Qualification Exams

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

29:06 Leave for Taking Training Courses

- (a) An employee shall be granted leave without loss of their regular rate of pay when authorized by the Employer to attend a course during their shift.
- (b) An employee directed by the Employer to travel beyond the Greater Victoria area, outside of their normal hours of work, to attend a technical training course shall be compensated up to a maximum of three (3) hours to the course and up to a maximum of three (3) hours from the course at the regular rate of pay. Compensation may be taken in pay or time off. The Employer shall give reasonable consideration to requests that compensation be in the form of time off rather than in wages subject to the efficient services and operations of the Employer. The Employer and the employee shall arrive at mutually satisfactory arrangements for such time off.

**ARTICLE 30: BENEFIT PLANS**

30:01 Medical Services Plan

The Employee shall contribute one hundred percent (100%) of the monthly cost of a regular employee's participation in the B.C. Medical Services Plan, following completion of six (6) months of service, or the hourly equivalent.

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

30:02 Extended Health Benefits

- (a) The Employer shall contribute one hundred percent (100%) of the monthly cost of a regular employee's participation in the Extended Health Benefits Plan, following completion of six (6) months of service or the hourly equivalent. Extended Health Benefits include vision care, providing one hundred percent (100%) reimbursement towards the cost of the purchase of one (1) pair of eyeglasses every two (2) years for each regular employee and his dependents, to a maximum cost of four hundred dollars (\$400.00) per pair; hearing aids, to a maximum of two thousand dollars (\$2,000.00) every five (5) years; listed paramedical practitioners, shall be to a maximum amount of five hundred dollars (\$500.00) per calendar year for each practitioner; smoking cessation aids; bi-annual eye exams; Bluenet, an unlimited lifetime maximum and a \$25.00 annual deductible.

Effective January 1, 2008 an employee or eligible dependent shall be entitled to apply the four hundred dollars (\$400.00) for eyeglasses (each two years) to laser eye surgery.

- (b) Coverage under Extended Health Care is provided in conjunction with government-sponsored plans or programs, and is based on the presumption that the services or supplies currently payable under these plans will not be reduced or eliminated. If coverage of a service or supply under any government-sponsored plan or program is reduced or eliminated, the expenses which cease to be covered shall be subject of negotiation between the parties as to their disposition.

#### 30:03 Dental Plan

- (a) The Employer shall contribute one hundred percent (100%) of the monthly cost of a regular employee's participation in the Dental Plan, following completion of six (6) months of service or the hourly equivalent. The Dental Plan shall provide for payment of one hundred percent (100%) of claims under Plan "A" (basic service), fifty percent (50%) under Plan "B" (prosthetic appliance and crown and bridge procedures), and a maximum lifetime benefit of one thousand five hundred dollars (\$1,500.00) for each eligible employee and each eligible dependent under Plan C (Orthodontics).
- (b) Effective January 1, 2008, Plan C (Orthodontics) will be increased to a maximum lifetime benefit of two thousand dollars (\$2,000.00) for each eligible employee and each eligible dependent.
- (c) Effective January 1, 2010, Plan C (Orthodontics) will be increased to a maximum lifetime benefit of two thousand five hundred dollars (\$2,500.00) for each eligible employee and each eligible dependent.

#### 30:04 Group Life Insurance

- (a) Regular employees, following completion of six (6) months of service or the hourly equivalent, shall participate in the Group Life Insurance Plan as a condition of employment. Each participating employee shall have basic life insurance coverage in the amount of two times (2X) such employee's annual salary, rounded upwards to the next higher thousand, to a maximum principle amount of two hundred thousand dollars (\$200,000), and accidental death and dismemberment coverage as defined in the plan, in addition to any optional benefits offered by the Trustees of the Capital Area Benefit Trust as each employee desires.
- (b) The Employer shall pay sixty percent (60%) of the cost of the premiums of the life insurance and accidental death and dismemberment coverage, and the employee shall contribute the remaining forty percent (40%). However, all premiums for optional/additional benefits shall be borne solely by the employee.



30:05 Municipal Pension Plan

- (a) Regular employees hired after August 1, 1996, shall commence contribution to the Municipal Pension Plan on the first (1st) of the month following the date of hire.
- (b) The Employer may temporarily rehire retired former employees, at its discretion, provided such rehiring does not prejudice promotions in less senior positions.
- (c) Subject to the qualifying provision contained in the Pension (Municipal) Act and regulations, the Employer agrees to participate in such contributions as are necessary to extend pensionable service of a member covered by this Agreement, up to a maximum of six (6) months. The extension represents that time served by the employee in a probationary capacity with the Employer which has not before been considered as pensionable service. Such benefit may be paid upon retirement from active service with the Employer and shall be subject to the following:
  - (i) An employee must have a vested interest in the Municipal Pension Plan and to have reached the minimum age of retirement or thirty (30) years of service to qualify.
  - (ii) Any member of the Union who wishes to take advantage of this benefit shall give at least three (3) month's notice in advance of the contemplated retirement date and make such other arrangements as may be necessary at that time regarding his own portion of the additional contribution.
  - (iii) The cost of the increased benefits, as defined by the Chief Executive Officer, Pension Corporation, shall be shared fifty percent (50%) by the employee and fifty percent (50%) by the Employer, as per Section 9 (1) (b) of the Pension (Municipal) Act.
- (d) A newly hired regular employee, who has within the previous thirty (30) days participated in the Superannuation Plan under the Pension (Municipal) Act or other reciprocal plan, shall be immediately enrolled in the Plan, provided the new hire has not withdrawn their previous contributions.

30:06 Death Benefit

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

30:07 Severance Pay

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

30:08 Retirement Counselling

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

30:09 Long Term Disability Plan

- (a) The Employer and the Union shall participate in the Long Term Disability Plan provided under the joint GVLRA/CUPE LTD Trust, or its successor trust when applicable, pursuant to the Trust Agreement executed by Trustees, which Trust Agreement may be amended from time to time by the Trustees.
- (b) All regular employees shall participate in this LTD Plan as a condition of continued employment. The required contributions for this coverage shall be as determined and amended from time-to-time by the Trustees and shall be shared equally by each employee through payroll deduction and the Employer (50% each), provided that in no event shall the total cost of such coverage exceed three percent (3%) of the total payroll for basic CUPE wages. Should the current benefits prove impossible to maintain for this three percent (3%) maximum in accordance with accepted actuarial accounting methods, the benefits shall be amended by the Trustees so that the three percent (3%) cost is maintained.
- (c) The terms and conditions of this LTD Plan shall be as determined and amended from time-to-time by the Trustees, but in no event shall these benefits provide for other than the following, provided such benefits can be maintained for the total cost of three percent (3%) of payroll:
  - (i) A benefit level of sixty percent (60%) of the disabled employee's regular monthly earnings in effect on the date of disability, reduced by certain amounts received by and payable to the employee from other sources during the period of disability.
  - (ii) Effective October 1, 2007, a benefit level of seventy percent (70%) of the disabled employee's regular monthly earnings in effect on the date of disability, reduced by certain amounts received by and payable to the employee from other sources during the period of disability.

- (iii) A definition of disability which permits an employee to become eligible for benefits when completely unable to engage in his normal occupation for the first twenty-four (24) months of disability; and thereafter, when he is unable to engage in any occupation or employment for which he is reasonably qualified or may reasonably become qualified.
- (iv) A seventeen (17) week qualification period from the date of disability, during which no benefit is payable under the plan.
- (d) All claims for LTD coverage shall be adjudicated and administered by a carrier selected for such purposes by the Trustees. The terms of the Trust Agreement and Plan Documents as applicable shall apply to all matters not specifically addressed in this Article. Should a conflict arise between this Article and any of the above documents, this Article shall always apply.

### 30:10 Benefits While on Long Term Disability

- (a) An employee, during the qualification period, as well as while in receipt of Long Term Disability benefits, shall be considered to be on approved leave of absence. Such an employee, including one engaged in rehabilitation employment with the Employer, shall continue to be covered by the provisions of the Medical Services Plan, Extended Health Plan, Group Life Insurance and Dental Plan. While in receipt of Long Term Disability payments, contributions to Superannuation shall be waived and such status shall be reported to the Commissioner for Superannuation.
- (b) For recipients on Long Term Disability benefits, the premium cost-sharing for the above plans shall remain for the first two (2) years while on long term disability after which the benefit premium costs shall be shared fifty percent (50%) employee paid and fifty percent (50%) employer paid for the entire duration of their eligibility for long term disability benefits.
- (c) The GVLRA/CUPE Long Term Disability Trust may examine possible options to improve health and welfare benefit entitlements and make such recommendations to the parties to this agreement the trustees deem appropriate.

### 30:11 Workers' Compensation Supplement

- (a) When a regular employee suffers an occupational injury approved by the Workers' Compensation Board under the Workers' Compensation Act, the employee's normal salary shall be continued for a period of not more than eight (8) calendar weeks, or until the status of the Workers' Compensation Board payment changes to disability pension, or other Workers' Compensation settlement, whichever occurs first.

- (b) All monies payable to an employee by way of compensation for loss of wages under the said Act shall be paid to the Employer by the Workers' Compensation Board. In return, the Employer shall pay the employee the full amount of his wages to which he would have been otherwise entitled, but for disability suffered or incurred by the employee, subject to the above maximum time limitation of eight (8) calendar weeks.
- (c) Beginning with the ninth (9th) calendar week of disability, the Employer shall limit the amount paid to the employee to the amount of funds received from the Workers' Compensation Board. All benefits shall continue to be maintained in accordance with the provisions of the Collective Agreement.

### 30:12 Early Retirement

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

### 30:13 Disposition of Employment Insurance Rebate

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

### 30:14 Employee Assistance Program

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

### 30:15 Same Sex Relationships

An employee who co-habits with a person of the same sex, and who promotes such person as a spouse (partner), and who has done so for a period of not less than two (2) years will be eligible to have that person covered as a spouse for purposes of Medical Services, Extended Health and Dental Benefits and leaves related to family matters. This coverage includes dependents of the employee's same sex spouse.

30:16 Portability of Previous Employer's Benefit Plans

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

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

30:17 Survivor Benefit

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

**ARTICLE 31: TECHNOLOGICAL CHANGE**

31:01 The Union recognizes the right of the Employer to introduce technological change for the purpose of improving operating efficiency.

31:02 Where a technological change is to be implemented which (a) affects the terms and conditions, or security of employment of a significant number of employees to whom the Collective Agreement applies; and (b) alters significantly the basis upon which the Collective Agreement was negotiated, the Employer shall give a minimum of ninety (90) days written notice of such change to the Union.

31:03 Within fifteen (15) days from the date of such notice, the Employer and the Union shall form an ad hoc technological change committee, consisting of two (2) members from each side, to discuss and resolve, if possible, all matters pertaining to the proposed change.

31:04 When a requirement exists for a significant change in skill level of employees, the Employer agrees to provide, subject to the employees' abilities, training and sufficient time in order that affected employees may acquire the skills necessitated by the change.

31:05 Where the introduction of such technological change results in an employee becoming redundant, the above committee shall include in its discussions, opportunities for retraining, transfer, or the matter of severance pay for such employee.

31:06 Where the committee is unable to resolve a dispute arising from the technological change, the matter shall be resolved, without stoppage of work, in accordance with the Grievance/Arbitration procedure established in this Agreement.

## **ARTICLE 32: OCCUPATIONAL HEALTH AND SAFETY**

### **32:01 Mutual Cooperation**

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

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

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

### **32:03 Occupational Health and Safety Committees**

The parties agree to establish Occupational Health and Safety Committees in accordance with the Workers' Compensation Board Regulations.

### **32:04 Toilet Facilities**

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

### **32:05 Clothing**

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

32:06 Alcohol and Drug Rehabilitation

The Employer will continue to actively utilize the services of established alcohol and drug abuse organizations. Any constructive proposals to achieve improvements in the results will be welcome.

32:07 Dry Cleaning

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

32:08 Safety Footwear Allowance

- (a) A boot allowance of eighty dollars (\$80.00) per annum shall be paid to Waterworks Meter Readers, and suitable caps and badges shall be provided by the Employer.
- (b) For regular employees who have passed their probationary period, the Employer shall contribute eighty dollars (\$80.00) annually towards the purchase of footwear required by Workers' Compensation Board Regulations.

32:09 Video Display Terminals

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

- (a) A pregnant employee shall have the option not to continue monitoring video display terminals which use cathode ray tubes.
- (b) 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, an employee shall be placed on unpaid leave of absence until she qualifies for maternity leave.
- (c) In the event an alternate work assignment is not available and the employee is placed on unpaid leave of absence, the Employer shall continue to pay the Employer portion of the health and welfare benefits set out in Article 30:01, 30:02, 30:03, 30:04 and 30:09 should the employee elect to continue such coverage.

32:10 Immunization

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

### **ARTICLE 33: SEXUAL AND PERSONAL HARASSMENT**

- 33:01 The Employer and the Union recognize the right of employees to work in an environment free from sexual/personal harassment and agree to cooperate in attempting to resolve, in a confidential manner, all complaints of sexual/personal harassment which may arise in the work place. The complainant and the alleged harasser and any witnesses or coworkers interviewed, shall be advised they have the right to have a Union representative present at all meetings.
- 33:02 For purposes of this Agreement, sexual harassment shall be defined as any sexually oriented practice which undermines an employee's health or job performance, or endangers an employee's employment status or potential.
- 33:03 For the purposes of this Agreement, personal harassment shall be defined as any behaviour consisting of offensive comments or actions which demean, belittle, or intimidate an individual or causes personal humiliation or undermines an employee's health or job performance, or endangers an employee's employment status or potential, except that this clause shall not be used to circumvent the disciplinary and/or performance appraisal procedures. This Article relates to interpersonal relationships only.
- 33:04 Cases of sexual/personal harassment shall be considered as discrimination and, if not resolved on a confidential basis pursuant to Section 33:01 above, shall be eligible to be processed as a grievance. In cases of sexual harassment, an Arbitration Board shall have the power to transfer or discipline any person found guilty of sexually harassing an employee.

### **ARTICLE 34: CONTRACTING OUT**

- 34:01 All subcontractors of the Employer shall provide wages which are at least equal to those specified in this Agreement, when work of a similar or same nature is performed. For the purpose of this Article, the term "wages" shall mean unloaded wages as listed in the Wage Schedules attached to this Agreement.
- 34:02 The Employer agrees that no regular employee shall be laid off and placed on the recall list, and fail to be recalled or otherwise terminated, as a result of contracting out of bargaining unit work normally performed by regular employees.
- 34:03 All subcontractors must meet Workers' Compensation Board safety standards as set down by the Workers' Compensation Board.

### **ARTICLE 35: EMPLOYEE RECORDS**

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



## **ARTICLE 36: DISCIPLINE**

### 36:01 Discipline

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

### 36:02 Union Notification

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

## **ARTICLE 37: REHABILITATION AND RETRAINING PROGRAM**

- 37:01 (a) The Employer and the Union agree to establish and jointly administer a Rehabilitation and Retraining Program for employees who are permanently partially disabled and unable to carry out their full pre-disability duties.
- (b) The purpose of the Program is to assist a disabled employee in returning to his former position or another position with this employer or some other employer.

- (c) The Program may augment other programs available through, for example, the Workers' Compensation Board and the Long Term Disability Plan.
- (d) The Employer agrees to consider making reasonable modifications to buildings, structures and equipment, purchase special equipment and alter job duties and procedures, with the purpose of allowing a disabled worker an opportunity to return to his former, or some other, position with the Employer.
- (e) The Employer and the Union may mutually agree to waive the posting procedures to place a disabled regular employee in a vacant position.

#### **ARTICLE 38: MULTI-EMPLOYER AGREEMENT**

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

38:02 For purposes of collective bargaining, ratification of the collective agreement and strike or lock-out, employees of the District and the Police Board shall be considered as one entity under the certification of C.U.P.E. Local 374.

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

#### **ARTICLE 39: VOLUNTEERS**

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

#### **ARTICLE 40: BULLETIN BOARDS**

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

## **ARTICLE 41: TERM OF AGREEMENT**

### 41:01 Term

This Agreement shall be in effect from and including January 1, 2007, to and including December 31, 2011, and shall continue in effect from year-to-year thereafter, subject to the right of either party, within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining, with a view to the conclusion of a renewal or revision of this Agreement, or a new Agreement.

### 41:02 Continuation Clause

Should either party give written notice to the other party in accordance with Section 41:01, this Agreement shall thereafter continue in full force and effect, until the Union shall commence a legal strike or the Employer shall commence a legal lock-out, or the parties shall conclude a renewal or revision of this Agreement, or a new Agreement.

### 41:03 Section 50, Labour Relations Code

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

### 41:04 Retroactivity

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

**ARTICLE 42: LETTERS OF UNDERSTANDING**

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

- |                                |   |
|--------------------------------|---|
| Letter of Understanding No. 1  | Student Employment Programs   |
| Letter of Understanding No. 2  | Job Sharing   |
| Letter of Understanding No. 3  | Auxiliary Employee Call Lists   |
| Letter of Understanding No. 4  | Supplemental Unemployment Benefit Plan -<br>Apprenticeship Training                         |
| Letter of Understanding No. 5  | Recreation Employee Call List   |
| Letter of Understanding No. 6  | Work Week for Recreation Division Secretaries   |
| Letter of Understanding No. 7  | Hours of Work - Grandfathered Employees   |
| Letter of Understanding No. 8  | Facility Operations On Call Employees   |
| Letter of Understanding No. 9  | Self Directed Hours of Work   |
| Letter of Understanding No. 10 | Refuse Collectors Work Schedule - Same Day Refuse<br>Collection                             |
| Letter of Understanding No. 11 | Statutory Holidays in Continuous Operations - Facility<br>Operations Employees              |
| Letter of Understanding No. 12 | Recognition of Chief Constable as "Employer"<br>Representative for the Saanich Police Board |

IN WITNESS WHEREOF the parties hereto have caused this Collective Agreement to be executed this 30<sup>th</sup> day of August, 2007 in the District of Saanich, Province of British Columbia.

FOR THE EMPLOYER:

THE SEAL OF THE CORPORATION OF THE DISTRICT OF SAANICH

was hereunto affixed in the presence of:



MAYOR

  
MUNICIPAL CLERK

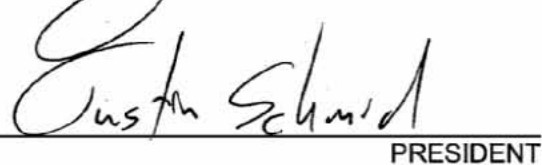
FOR THE UNION:

SEALED WITH THE SEAL OF CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 374

in the presence of:



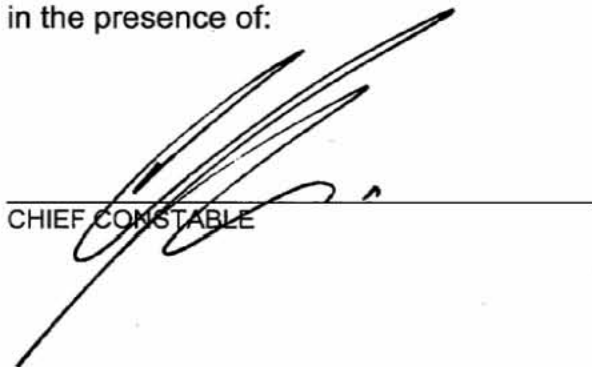
CHAIR, NEGOTIATING COMMITTEE

  
PRESIDENT

FOR THE POLICE BOARD:

SIGNED, SEALED AND DELIVERED BY THE SAANICH POLICE BOARD

in the presence of:

  
CHIEF CONSTABLE

**LETTER OF UNDERSTANDING NO. 1**

BETWEEN:

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

AND:

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

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 374  
(hereinafter referred to as the "Union")

**Student Employment Programs**

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

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

**LETTER OF UNDERSTANDING NO. 2**

BETWEEN:

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

AND:

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

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 374  
(hereinafter referred to as the "Union")

**Job Sharing**

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

Definitions

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

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

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

Job Sharing Arrangement

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

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

- Job Sharing Proposal

The job sharing proposal shall contain:

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



**LETTER OF UNDERSTANDING NO. 3**

BETWEEN:

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

AND:

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

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 374  
(hereinafter referred to as the "Union")

**Auxiliary Employee Call Lists**

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

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

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

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

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

**LETTER OF UNDERSTANDING NO. 4**

BETWEEN:

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

AND:

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

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 374  
(hereinafter referred to as the "Union")

**Supplemental Unemployment Benefit Plan - Apprenticeship Training**

1. The following groups of employees are covered by the plan. Regular employees who:
  - (a) have passed their probationary or appraisal period;
  - (b) have been selected for an approved apprenticeship program; and
  - (c) are successful in said program.
2. The plan is to supplement the employment insurance benefits received by workers for temporary unemployment caused by attending classes/courses for training.
3.
  - (a) Employees must prove that they have applied for and are in receipt of employment insurance benefits in order to receive payment under the plan.
  - (b) Supplemental Unemployment Benefits are payable for a period during which an employee is not in receipt of Employment Insurance if the only reason for non-receipt is that the claimant is serving the two week Employment Insurance waiting period.
4.
  - (a) The benefit level paid under this plan is set at 95% of the employees' regular weekly earnings.
  - (b) In any week, the total amount of Supplemental Unemployment Benefit payments and the weekly rate of Employment Insurance benefits will not exceed 95% of the employee's weekly earnings.
  - (c) This Supplemental Unemployment Benefit will be paid for 16 weeks maximum.

5. (a) The duration of the plan is from January 1, 2002 to December 31, 2004.
5. (b) The employer will inform the Human Resources Development Centre in writing of any changes to the plan within thirty (30) days of the effective date of the change.
6. Employees do not have a right to Supplemental Unemployment Benefit payments except for supplementation of Employment Insurance benefits for the unemployment period as specified in the plan.
7. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.
8. Those employees who are on an employer approved apprenticeship program in excess of 30 days as a condition of employment shall accrue vacation and sick leave credits during the course of the program. These credits will be credited to the employee's bank upon completion of the program.

**LETTER OF UNDERSTANDING NO. 5**

BETWEEN:

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

AND:

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

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 374  
(hereinafter referred to as the "Union")

**Recreation Employee Call List**

1. The Employer shall establish an employee call list which shall apply for the purposes of contacting Recreation Division employees who work less than a full-time work schedule.
2. The Employer shall place the names of these employees in separate job function call lists at each site based upon the accumulated hours of work and their status. The lists shall be updated prior to the drafting of new schedules or quarterly, whichever is appropriate.
3. The Employer shall set up clearly definable program periods within the year. These program periods and actual shifts may vary between facilities or work units. Prior to the upcoming seasonal or program periods of operation, all these employees are expected to indicate which time blocks they are available to work. The Employer will compile a seniority call list based upon availability for call in work during those time blocks.
4. An employee who refuses two (2) calls for work during a particular time block without reasonable cause shall have his name moved to the bottom of the call list for that time block for the duration of the program period for that call list. An employee who refuses three (3) calls for work during a particular time block without reasonable cause shall have his name removed from the call list for that time block for the duration of the program period. Actions by the Employer under this Letter are subject to the grievance procedure.

5. When an employee is needed to work a shift that does not occur more than twice in that program period, the Employer shall first consider individuals on the call list, who in the opinion of the Employer, have the qualifications, experience, skill and ability relative to the requirements of the job to perform the work in question, starting with the most senior employee on the list and working downward. In the case of shifts which occur more than twice in the program period, the Employer shall follow their normal scheduling procedures. A record shall be kept by the Employer of the time and date of all calls for shift replacement made under this Letter for a minimum of a two (2) month period.
6. The employee is responsible for securing his own replacement using the call list, starting with the most senior employee on the list and working downward. The employee shall then submit a tracking form forty-eight (48) hours in advance of a shift change to the Employer. If this tracking form is not submitted within forty-eight (48) hours, the Employer may refuse the shift change. Employees who require a replacement within four (4) hours of shift commencement may find a replacement without using the call list, however, if this occurs more than once for a particular employee in a particular season, there shall be a review by the Employer and the Union.
7. A telephone call to the employee's last telephone number(s), maximum of two (2), as on file with the Employer, shall represent a "call" under this Letter. A message should be left in the case of the employee not being home, where possible. If there is no immediate answer, the next employee will be called until the shift is filled. If an employee cannot be contacted or is not prepared to accept the shift in question, they shall be bypassed, moving to the next employee in rank order having the required qualifications, experience, skill and ability relative to the requirements of the job.

**LETTER OF UNDERSTANDING NO. 6**

BETWEEN:

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

AND:

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

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 374  
(hereinafter referred to as the "Union")

**Work Week for Recreation Division Secretaries**

The parties agree that the following employee is grandfathered in a work week that is Monday to Friday. New employees hired as Secretaries in the Recreation Division may be required to work five day shifts that include Saturday and/or Sunday.

Ellen Nason, Cedar Hill Recreation Centre Secretary

**LETTER OF UNDERSTANDING NO. 7**

BETWEEN:

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

AND:

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

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 374  
(hereinafter referred to as the "Union")

**Hours of Work - Grandfathered Employees**

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



**LETTER OF UNDERSTANDING NO. 8**

BETWEEN:

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

AND:

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

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 374  
(hereinafter referred to as the "Union")

**Facility Operations On Call Employees**

The parties agree as follows:

1. This Letter of Understanding relates to regular seasonal and auxiliary employees who are hired by a Department or Division other than Facility Operations, but who are available for and want on call work in Facility Operations during all or part of the year.
2. Such regular seasonal or auxiliary employees must meet the following qualifications for the position as follows:
  - (a) Building Service Worker I
    - Grade 11 and completion of Custodial Services Program I and II.
    - Sufficient physical strength to perform the work and stamina to work varying shifts.
    - Valid Class 5 BC Driver's Licence.
    - Clean criminal record check.

(b) Building Service Worker II

In addition to the requirements for the Building Service Worker I:

- Building Service Worker II (Arena) - Valid Refrigeration Operators Certificate.
- Building Service Worker II (Pool) - Valid Pool Operators I and II qualifications.

3. Regular seasonal employees who meet these qualifications will be put on the bottom of the regular seasonal call in list appropriate to their classification and auxiliary employees who meet these qualifications will be put on the bottom of the auxiliary call in list appropriate to their classification; until they meet the following requirements:
  - (a) Building Service Worker I
    - Four hundred and fifty hours custodial experience, from on-the-job experience or outside relevant experience.
  - (b) Building Service Worker II
    - Four hundred and fifty hours custodial experience, either as a Building Service Worker I or Building Service Worker II.
4. Once an employee attains the requirements found in 3(a) or 3(b), they will be placed on the appropriate call in lists in their seniority order.

**LETTER OF UNDERSTANDING NO. 9**

BETWEEN:

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

AND:

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

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 374  
(hereinafter referred to as the "Union")

**Self-Directed Hours of Work**

The parties agree as follows:

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

1. Classifications:

Program Technician  
Programmer I  
Programmer II  
Programmer III

2. The reason for this letter of understanding is to provide employees with the flexibility to self-determine their hours of work yet still provide management with an Aalert@ tracking system to aid an employee with managing their workload when needed. The employer representative (Section Manager) approval is not required for those instances requiring work over the normal 35 hours a week which add up over a work cycle to less than 21 hours. Once an employee's extra work adds up to more than 21 hours in a work cycle, the employee must meet with the Section Head to set up a specific monitored work cycle. Wherever possible, employees shall make every effort to reschedule their work to allow accomplishment of all irregular tasks while remaining within a thirty-five (35) hour work week.
3. Once an employee's extra work adds up to more than 21 hours in a work cycle, the employee must meet with the Section Head to set up a plan to take the time over 21 hours off within eight weeks of incurring it for Program Technicians and Programmer I's and twelve weeks of incurring it for Programmer II's and III's. The employees must endeavor to have less than 21 hours accrued whenever possible.
4. The employee will schedule and self-manage his/her workload and schedule to meet operational requirements and expectations over a work cycle. Program Technicians and Programmer I's shall be covered by a 280 hour, eight (8) week

work cycle. Programmer II and III's shall be covered by a 420 hour, twelve (12) week work cycle.

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

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

**LETTER OF UNDERSTANDING NO. 10**

BETWEEN:

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

AND:

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

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 374  
(hereinafter referred to as the "Union")

**Refuse Collectors Work Schedule - Same Day Refuse Collection**

The parties agree as follows:

1. Pursuant to Article 16:03(a), Variation of Working Times, the Employer shall change the regular work week for regular full-time employees employed as Equipment Operator III - Refuse and Foreman - Solid Waste Collection, as well as any other employee (i.e. regular or auxiliary) awarded a posted temporary full-time Equipment Operator III - Refuse or Foreman Refuse position, to a nine day work cycle over a two week period. Unless otherwise amended by this letter of understanding, the provisions of the collective agreement shall apply to such employees assigned to work the nine day refuse collection schedule.
2. The regular bi-weekly work schedule shall consist of a work week of five (5) consecutive working days, Monday to Friday inclusive, followed by a work week of four (4) consecutive working days, Tuesday to Friday inclusive. Where a Monday is scheduled as a regular day off, such day shall be considered as a Saturday equivalent for the purpose of overtime.
3. The regular work day shall consist of eight (8) consecutive hours commencing at 7:00 a.m. with an unpaid period of one-half (½) hour for a meal break.
4. The regular bi-weekly work schedule may include being scheduled to work on the statutory holidays listed in Article 20, Statutory Holidays, except for Christmas Day, Boxing Day and New Year's Day. There are eight (8) such statutory holidays on which an employee may be scheduled to work. The parties agree that Articles 20:02, 20:03 and 20:04 are amended to have no application to the eight (8) statutory holidays as these are considered compensated in the regular bi-weekly work schedule, and shall be worked at straight time.

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

**LETTER OF UNDERSTANDING NO. 11**

BETWEEN:

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

AND:

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

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 374  
(hereinafter referred to as the "Union")

**Statutory Holidays in Continuous Operations - Facility Operations Employees**

The parties agree as follows:

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

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

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

**LETTER OF UNDERSTANDING NO. 12**

BETWEEN:

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

AND:

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

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 374  
(hereinafter referred to as the "Union")

**Recognition of Chief Constable as "Employer" representative  
for the Saanich Police Board**

The parties agree as follows:

1. The parties have agreed in clause 38.01 that the Employer for employees working within the Saanich Police Department shall mean the Saanich Police Board.
2. For the purpose of the authority exercised by the Municipal Administrator in clauses 9.01, 11.02 (c), 27.02 (c), 27.03, 29.01, the Saanich Police Board has designated the Chief Constable for employees of the Saanich Police Department.
3. The parties hereby agree that, in the clauses specified in paragraph 2 above, that the words "the Chief Constable" shall be inserted immediately following "the Municipal Administrator". Clause 11.02 (c) shall be modified to read "Police Department – senior representatives of the Employer means the Chief Constable".