

# **COLLECTIVE AGREEMENT**

Between

**THE CORPORATION OF THE CITY OF VICTORIA**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 50**

**JANUARY 1, 2021 TO DECEMBER 31, 2021**

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JOB EVALUATION PLAN (May 1997) (Updated July 2001)

## COLLECTIVE AGREEMENT

**BETWEEN:**

**THE CORPORATION OF THE CITY OF VICTORIA**  
(hereinafter referred to as the "Employer")

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 50**  
(hereinafter referred to as the "Union")

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

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

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

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

**NOW THEREFORE** the parties agree with each other as follows:

### **ARTICLE 1, DEFINITIONS**

#### **1.01 Party**

Means either of the parties signatory to this Agreement.

#### **1.02 Employee**

Means any person defined as such by the Labour Relations Code of British Columbia who is employed in one of the categories listed below (Articles 1.04 through 1.07 inclusive), save and except those persons excluded from the bargaining unit by mutual agreement of the parties.

#### **1.03 Bargaining Unit**

"Bargaining Unit" shall cover those employees employed by the City of Victoria described in the certification order issued by the Labour Relations Board on October 20, 2004 as "employees except for journeymen and apprentice carpenters, journeymen and apprentice electrical workers, firefighters, firefighter inspectors, a fire master mechanic and fire alarm dispatch operators.", including any amendments thereto.



#### **1.04 Regular Full-Time Employee**

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

#### **1.05 Regular Part-Time and Regular Seasonal Employee**

- (i) Is an employee occupying a position listed in the Wage/Salary Schedule(s) attached hereto, who has successfully completed the requirements of the probationary period and who works less than a regular full-time employee, yet at least one-half ( $\frac{1}{2}$ ) the normal full-time work schedule per year.

NOTE: 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.

- (ii) Regular part-time employees who are working an established schedule shall be offered, in order of seniority, additional available hours of work (which do not conflict with their existing schedule) over auxiliary employees provided such work is within their department, program area and job in which the employee presently works.
- (iii) It is agreed that clause (ii) above shall not apply to the Client Services Section of the Victoria Conference Centre, nor aquatic instructors at the Crystal Pool who require specialty skills training to provide the aquatic program.
- (iv) Regular seasonal employees who have not posted into a temporary vacancy, shall be offered work from the "spareboard" based on hours worked, over auxiliary employees in accordance with Letter of Understanding #8.

#### **1.06 Auxiliary Employee**

- (i) Auxiliary employee means an employee of the bargaining unit not employed as a regular employee and may be employed for:
  - (a) relief of a regular employee on vacation leave, sick leave, long-term disability of less than one (1) year duration, WorkSafe BC of less than one (1) year duration, compassionate leave, education leave or other leaves,
  - (b) notwithstanding article 1.06 (i) (a), relief of a regular employee on maternity leave, adoption and parental leave.

- (c) non-repetitive projects of less than one (1) year duration. However, in the event the employment is extended beyond the one (1) year period, at the one (1) year anniversary date the employee shall be converted to regular status pursuant to Article 1.04 or 1.05 above.
  - (d) work of an emergency nature.
- (ii) Auxiliary employees include employees who work less than regular part-time employees.

### **1.07 Probationary Employee**

Is any employee who has not successfully completed the requirements of the probationary period pursuant to Article 12.02 or Article 1.09 (ii) (h).

### **1.08 Regular Seasonal Employee / Regular Part-time Entitlements**

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

- (i) Vacation and sick leave entitlements shall be advanced on January 1<sup>st</sup> based on hours actually worked in the previous twelve months.
- (ii) Effective the date of conversion from auxiliary to regular seasonal or regular part-time status, vacation and sick leave entitlements shall be advanced on the basis of one-twelfth (1/12) of fifteen (15) working days per month.
- (iii) By January 31<sup>st</sup> of each subsequent year, a calculation of hours actually worked during the previous year shall determine earned vacation and sick leave entitlements for the current year.
- (iv) Regular seasonals working full weekly hours shall receive statutory holiday entitlements as a regular full-time employee when working full weekly hours.
- (v) Regular part-time shall receive statutory holiday entitlements based on their regular part-time hours of work.

## **1.09 Auxiliary Employee Terms and Conditions of Employment**

- (i) At the time of hire an auxiliary employee shall receive notice in writing from the Employer of the nature of their employment, expected duration of employment, classification and rate of pay.
- (ii) Other articles of this Agreement notwithstanding, an auxiliary employee shall not be entitled to the terms and conditions of this Agreement, save and except as follows:
  - (a) The definition of an “auxiliary employee” as set out in Article 1.06.
  - (b) The provisions of Article 3 – Union Recognition and the provisions of Article 4 – No other Agreements/Representation and the provision of Article 5 – No Strikes or Lockouts.
  - (c) The Union Security and Check-off provisions set out at Article 6.01 – Union Membership, Article 6.02 – Union Dues, Article 6.03 – Dues Receipts, Article 6.04 (i), (ii) and (iii) of Union Notification, and Article 6.06 Union Membership List.
  - (d) The provision of Article 7 – Human Rights.
  - (e) The receipt of a copy of the Collective Agreement as set out at Articles 8.01 and 8.02 (i). In addition, auxiliary employees hired to work in excess of three (3) continuous months shall be entitled to the provisions of Article 8.04 – Orientation and Article 8.05 – Indemnification.
  - (f) The provisions of the grievance and arbitration procedures of Article 11.
  - (g) Article 12.02 (ii), (iii), (iv) shall apply to auxiliary employees. An auxiliary employee shall have their auxiliary service accumulated for purposes of regular seniority pursuant to Article 12.03.
  - (h) Auxiliary employees shall serve a probationary period, equal in length of time to the hourly equivalent to that of a regular employee.

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

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

- (i) The Posting and Filling of Vacancies provisions of Applications by Auxiliary Employees at Article 13.02, Factors Considered in Filling Posted Vacancies at Articles 13.04 (i), 13.04 (ii) and 13.04 (iii), 13.04 (iv), 13.04(v) and 13.04(viii)(f), Portability at Benefits of Article 13.05, and Disclosure of Documents of Article 13.06.
- (j) The Rest Break provision at Article 15.05 and the Reporting Pay provision at Article 15.06 and the Hours Between Shifts provision at Article 15.08.
- (k) The Overtime Definition provision of Article 16.01, the Overtime Rates of Articles 16.02 (i) and (ii), the Standby provision at Article 16.04, and the Call-Out provisions at Article 16.06.
- (l) An auxiliary employee employed in classifications listed in Schedule "A" Outside, Schedule "A" Inside or Schedule "B" Inside shall be paid not less per hour than the equivalent of the established rate for the position. Article 18.01 Bi-Weekly Pay and Article 18.02 Schedules "A" and "B" shall apply to auxiliary employees.
- (m) In lieu of benefit plan entitlements, vacation entitlements, statutory holiday pay, sick leave and such benefits, an auxiliary employee will receive *fourteen percent (14%) of their gross wage earnings (basic wages plus overtime)*. *Effective December 31, 2019 in lieu of benefit plan entitlements, vacation entitlements, statutory holiday pay, sick leave and such benefits, an auxiliary employee will receive fifteen percent (15%) of their gross wage earnings (basic wages plus overtime)*.
- (n) The Shift Differential provisions of Article 15.10 and 15.11 shall apply to auxiliary employees.
- (o) The provisions of Article 18.15 – Substitution Pay, shall apply to auxiliary employees.

- (p) The provisions of Article 18.01(i) – Pay-days, Article 18.02 – Schedules "A" and "B", Article 18.04 – Certified Tradeperson's Allowance, Article 18.05 – Hot Asphalt, Article 18.06 – Spraying, Article 18.07 – Galvanized Welding, Article 18.08 – Danger Pay, Article 18.09 – Dirty Pay, Article 18.10 – First Aid Allowance, Article 18.11 – Tool Allowance, and Article 18.12 – Training Pay Allowance shall apply to auxiliary employees.
- (q) Time and one-half (1 ½) shall be paid for each hour worked by an auxiliary employee who works on a statutory holiday.
- (r) The provisions of Article 23, Job Evaluation shall apply to auxiliary employees.
- (s) The provisions of Article 24.01 – List of Union Officials and Article 24.02 – Leave for Union Business, and Article 26.03 – Leave for Full Time Union Duties shall apply to auxiliary employees.
- (t) An auxiliary employee shall receive the entitlements of Article 25.01, Jury and Court Witness Duty shall apply to auxiliary employees.
- (u) Leave entitlements of Article 26.04 (i) for courses, Article 26.05 – Leave to attend Union Meetings, Article 26.06 – Employer Meetings, Article 26.07 – Benefit Trust Leave, and Article 26.08 – Compassionate Leave shall apply to auxiliary employees.
- (v) The Article 27.01, Maternity, Parental and Adoption Leave provisions (except Article 27.05 (i) Benefits, Article 27.06 Supplementary Employment Insurance Benefits and Article 27.07, Seniority) shall apply to auxiliary employees.
- (w) Article 28.04 (iii) – Municipal Pension Plan.
- (x) All the provisions of Article 29 – Occupational Health and Safety and all of the provisions of Article 30, Protective Clothing shall apply to auxiliary employees.
- (y) Provisions of Article 31 – Discipline and Employee Records shall apply to auxiliary employees.

(z) Inside – Re-employment of Auxiliary Employees

The following shall set out the administrative guidelines applicable to the re-employment of auxiliary employees who have completed their probationary period.

1. Eligibility for re-employment will be confined to the department, program area and job category from which an employee is hired on the basis of total hours worked therein.
2. Normal job postings requirements related to re-employment will be waived where work assignments are greater than three (3) months.
3. Re-employment in a former department, program area and job category will not be applicable where an employee accepts employment in another City department.

- (iii) An auxiliary employee, who is the successful applicant for a posted regular vacancy, shall be returned to their former auxiliary status should the employee prove unsatisfactory in or be unable to perform the duties of the position. Hours worked in the position shall be added to their auxiliary hours upon return to their auxiliary status.

**1.10 Outside Position**

Means a position listed on the wage schedule entitled 'Schedule A Outside'.

**1.11 Inside Position**

Means a position listed on the wage schedules entitled 'Schedule A Inside' or 'Schedule B Inside'.

**1.12 Outside Employee**

Means an employee employed to perform the work in a position listed on 'Schedule A Outside'.

**1.13 Inside Employee**

Means an employee employed to perform the work in a position listed on 'Schedule A – Inside' or 'Schedule B – Inside'.

### **1.14 Plural or Feminine Terms**

Throughout this Agreement, wherever the masculine gender of singular number is used, it shall be construed as meaning the feminine gender or the plural number, or vice versa, as the context requires.

## **ARTICLE 2, MANAGEMENT RIGHTS**

**2.01** The management and direction of employees shall be vested in the City.

## **ARTICLE 3, UNION RECOGNITION**

**3.01** The Employer recognizes the Canadian Union of Public Employees, Local 50, as the exclusive bargaining agent for those bargaining unit employees covered by this Agreement.

**3.02** The Employer recognizes it is not the function of excluded employees to perform work which is performed by employees of the bargaining unit.

**3.03** The Union recognizes that excluded employees may perform work such as training, respond to an emergency, or work instruction.

**3.04** The Employer recognizes that the Union holds a certificate of bargaining authority as per Article 1.03 and issued by the Labour Relations Board for "employees except for journeymen and apprentice carpenters, journeymen and apprentice electrical workers, firefighters, firefighter inspectors, a fire master mechanic and fire alarm dispatch operators." The Employer agrees that when work is assigned to such employees as listed in Schedule "A" – Outside, Schedule "A" – Inside or Schedule "B" – Inside that such assignment shall be made recognizing the foregoing certification order and any subsequent amendment related thereto.

### **3.05 Community Based Projects**

- (i) The Union will be notified in writing of projects funded by the City to be carried out by community organizations, educational institutes or governments, which enhance the environment, quality of life or municipal property.
- (ii) In the event the Union considers the project would result in layoffs of bargaining unit employees the matter may be referred to the grievance procedure pursuant to this Collective Agreement.

## **ARTICLE 4, NO OTHER AGREEMENTS/REPRESENTATION**

- 4.01** No employee shall be required, or permitted, to make any written or verbal agreement with the City, or its representatives, which conflicts with the terms of this Agreement.
- 4.02** No employee, or group of employees, shall undertake to represent the Union at meetings with the City without proper authorization from the Union.

## **ARTICLE 5, NO STRIKES OR LOCKOUTS**

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

## **ARTICLE 6, UNION SECURITY AND CHECK-OFF**

### **6.01 Union Membership**

All present and future employees of the City shall remain in the employ of the City on the condition that they are members of the Union, or that they be acceptable by and acquire membership in the Union no later than five (5) days after completing one (1) month's continuous employment.

### **6.02 Union Dues**

The Employer shall each month deduct from each Union member and remit to the Union all Union dues, initiation fees and assessments levied in accordance with the Constitution and By-Laws of the Union. Union dues shall be deducted from the date of hire.

### **6.03 Dues Receipts**

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



#### **6.04 Union Notification**

- (i) The Union shall be notified of all dismissals, suspensions and discipline of employees, within two (2) working days of such dismissals, suspensions or discipline.
- (ii) The Union shall be notified of all hirings, change of employment status (including Article 12.05(iv)), all leaves in excess of three (3) calendar months pursuant to Articles 26.01, 26.02, 26.03 and 27, promotions and appointments pursuant to postings under Article 13.01, terminations, layoffs and recalls at the same time such written documents are issued to the affected regular employees by forwarding a copy to the Union.

In addition the Union shall be provided with a copy of the notice of auxiliary appointment set out at Article 1.09(i) and on a periodic basis the auxiliary authorization notices.

- (iii) It is understood that this provision shall not apply to regular employees affected by temporary layoffs, or work stoppages of three (3) working days or less, resulting from causes reasonably beyond the control of the Employer.

#### **6.05 Recovery of Debt of an Employee**

- (a) The Employer shall advise employees that upon their written request the Union shall be notified of any recovery of debt or overpayment to be undertaken by the Employer.
- (b) In the event an employee has received an overpayment of wages, benefits or sick leave entitlements, upon notice the employee will meet with the Employer to arrange a reasonable recovery of debt within ten (10) working days. The recovery shall be a minimum of five (5%) percent of gross bi-weekly earnings per pay period until such overpayment has been recovered in full.
- (c) In the event an employee has received an overpayment of vacation entitlements, the Employer shall reduce their annual vacation entitlement effective January 1<sup>st</sup> of the next year.

#### **6.06 Union Membership List**

From existing Employer records, an up-to-date membership list shall be provided to the Union every six (6) months. This list shall be in alphabetical order and include name, mailing address, postal code and phone number of all employees covered by this Collective Agreement. This information shall be provided to the Union on computer disk and is for Union business only.

## **6.07 Bulletin Boards**

The Employer shall provide suitable bulletin boards upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. These notice boards would be in addition to the ones currently located in the lunchrooms and main hallways at Public Works and Parks.

One secure (with lock) notice board will be placed where CUPE members work. The location of such notice boards will be noted in the Collective Agreement so CUPE members are aware of where Union information can be found.

These locations are:

Royal Athletic Park	City Hall
MacDonald Park	#1 Fire Hall
Topaz Park	Conference Centre
Beacon Hill Park	Crystal Pool
Vic West Park	Memorial Arena
Ross Bay Cemetery	City Hall (Finance)
City Hall (Engineering)	Parks Recreation and Community Development

Existing boards (without locks), with sections noted for Union information shall continue to be available. Arrangements for any additional boards shall be by mutual agreement.

## **ARTICLE 7, HUMAN RIGHTS**

### **7.01 Discrimination**

- (i) The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotions, transfers, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, physical handicap, national origin, political or religious affiliation, sex, sexual orientation, family status or marital status; nor by reason of their membership in the Union. This Article shall not apply to normal retirement in accordance with the Municipal Pension Plan.
- (ii) The application of the foregoing shall be subject to Section 13(4) of the Human Rights Code of B.C. that requires the test of bona fide and reasonable justification to those matters as expressed in the Human Rights Code.

## **7.02 Sexual Harassment**

- (i) The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment and agree to cooperate in attempting to resolve, in a confidential manner, all complaints of sexual harassment which may arise in the work place.
- (ii) Cases of sexual harassment shall be considered as discrimination and, if not resolved on a confidential basis pursuant to Article 7.02 (i) above, shall be eligible to be processed as a grievance. In cases of sexual harassment, an Arbitration Board, shall have the power to transfer or discipline any person found guilty of sexually harassing an employee.
- (iii) Sexual harassment shall be defined as any sexually oriented practice which undermines an employee's health, job performance or endangers an employee's employment status or potential.

Sexual harassment examples may include but are not limited to:

- (a) Engaging in a course of vexatious (annoying, irritating) comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome.
- (b) Sexual solicitation or advance or inappropriate touching and sexual assault.
- (c) A reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

## **7.03 Personal Harassment**

- (i) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree to cooperate in attempting to resolve complaints of personal harassment which may arise in the workplace.
- (ii) For the purposes of this Article:
  - (a) Personal harassment is generally a pattern of behaviour consisting of offensive comments, bullying or actions that serve to demean, belittle or intimidate an employee(s) or cause personal humiliation;
  - (b) Personal harassment may include conduct related to unlawful discrimination under the Human Rights Code;

- (c) Personal harassment does not include reasonable management activities to direct and manage the work force, including counseling, performance management and corrective discipline
- (iii) Cases of personal harassment shall, if not resolved, be eligible to be processed as a grievance.

## **ARTICLE 8, NEW EMPLOYEES**

### **8.01 Printing the Agreement**

The Union and the City desire that every employee be familiar with the provision of this Agreement and his rights and duties under it. For this reason, the City shall print sufficient copies of this Agreement within thirty (30) days of its execution.

### **8.02 Copies of Agreement**

- (i) Upon commencing employment, all newly hired employees shall receive a link to an electronic version of the Collective Agreement and / or upon request a printed copy of this Agreement from the City.
- (ii) The City shall provide sufficient copies of the Collective Agreement to each work area for distribution to all employees in the bargaining unit.
- (iii) The Union and the Employer agree to print the Collective Agreement in booklet form and each party shall pay one-half ( $\frac{1}{2}$ ) of the associated costs.

### **8.03 Orders and Regulations**

The City agrees that copies of all orders, regulations and instructions affecting any of the employees covered by this Agreement shall be left in the hands of the City Manager, for distribution as he deems necessary for the information of all employees.

### **8.04 Orientation**

Upon commencement of employment, a newly hired employee shall be advised by the employee's immediate supervisor of the name and work location of the shop steward.

Should the employee be scheduled to attend an orientation session provided by the City for new employees, the City may set aside up to one-half ( $\frac{1}{2}$ ) hour of such session for the Union to acquaint new employees to the duties, benefits, and obligations of membership and employment.

In the event no such session is available a Union representative shall be provided an opportunity to interview a new employee for fifteen (15) minutes.

#### **8.05 Indemnification**

- (i) Employees shall be indemnified against claims for damages in accordance with the Employer's Indemnification by-law (City of Victoria No. 87-196) including any amendments which shall be attached to and form part of this agreement.
- (iii) Any dispute regarding the application of the Indemnification by-law to an employee shall be processed through the grievance procedure.

### **ARTICLE 9, UNION-MANAGEMENT MEETINGS**

**9.01** With a view to maintaining harmonious relations and to facilitate administration of this Agreement, the parties agree to hold meetings to discuss any matters of mutual interest, provided that specific grievances as defined in Article 11 shall not be discussed. Such meetings are to be held every two months or with mutual agreement, on a more frequent basis. Such meetings are to be held within a reasonable time after a request by either party.

### **ARTICLE 10, CITY COUNCIL MINUTES AND CORRESPONDENCE**

- 10.01** Upon request, the Union will be placed as a recipient on the distribution list for the adopted minutes of regular City Council meetings and the budget provided such information is made available to the public.
- 10.02** All correspondence between the Employer and Union arising out of this Agreement, or incidental thereto, shall be mailed to the Union office addressed to the President and/or Corresponding Secretary of the Union.

### **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 or any alleged violation of the Agreement or any other dispute, including any question as to whether a matter is arbitrable. All grievances shall be finally and conclusively resolved in the manner provided in this Article without stoppage of work.

## 11.02 Procedure

- (i) Step 1:
  - (a) Within twenty (20) working days from the date of the incident prompting the grievance, the employee shall discuss the matter with his immediate supervisor, as designated by the Employer.
  - (b) If the employee so desires, a shop steward may be present during discussions at this stage.
  - (c) At this stage the employee (or shop steward) shall clearly advise the supervisor that the matter to be discussed is considered a grievance.
  - (d) After this meeting the supervisor shall advise the employee, in writing, of his decision affecting their Step 1 discussion as to whether the matter is resolved or the grievance is denied. A copy of this correspondence shall be provided to the Union.
  - (e) The foregoing twenty (20) day limit shall not include the actual period that an employee cannot be in communication with the Union or the Employer as a result of that employee's absence from work on sick leave or vacation.
- (ii) (a) Step 2: If no settlement is reached at Step 1, the aggrieved employee shall submit the grievance in writing to his designated departmental representative, within ten (10) working days of the discussion provided at Step 1. The recipient shall meet with the employee and shop steward, or other representative of the Union, within ten (10) working days of his receipt of the grievance, in an attempt to reach a satisfactory settlement. The Employer shall within ten (10) working days respond in writing to the grievance.
  - (b) Where a dispute is initiated over a competition or discipline, such grievance shall be processed commencing at Step 2, provided the grievance is submitted within twenty (20) working days from the date the incident prompting the grievance comes to the attention of the grievor.
- (iii) Step 3: If no settlement is reached at Step 2, a meeting shall occur between the senior representatives of the Union and the Management, within ten (10) working days of the last meeting at Step 2. Either party may be represented by a person employed by the organization to which it is affiliated at meetings held at this step. The Employer shall within ten (10) working days respond in writing to the grievance.

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

### **11.03 Extension of Time Limits**

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

### **11.04 Policy Grievances**

Where a dispute involving a question of general application or general interpretation of this Agreement occurs, the Employer has a grievance, or a grievance on discharge, Article 13.01 Posting and Filling of Vacancies, layoff or recall occurs, such grievances may be processed commencing at Step 3, provided the grievance is submitted within twenty (20) working days from the date the incident prompting the grievance comes to the attention of the grievor.

### **11.05 Appointment of an Arbitration Board**

- (i) The Board of Arbitration shall consist of one (1) representative of the Employer, one (1) representative of the Union and an impartial Chairman chosen by these representatives.
- (ii) Upon the matter being referred to arbitration pursuant to Article 11.02 (iv), the Employer and the Union shall, within five (5) working days, each name its representative to the Arbitration Board. Within five (5) days after the last representative has been named, the representatives shall name an impartial Chairman. Should they fail to do so, they shall jointly request the Labour Relations Board to select a Chairman.
- (iii) By mutual agreement of the parties a single arbitrator may be utilized in the place of the three person arbitration panel.

### **11.06 Powers of Arbitration Board**

- (i) The decision of the Arbitration Board shall be the decision of the majority of its members, and shall be made within ten (10) working days of the naming of a Chairman, or such longer periods as may be allowed by mutual agreement of the parties. The decision of the Board shall be final and binding.
- (ii) The Arbitration Board shall establish its own rules of procedure but shall give full opportunity to the parties to present evidence and make representations, and to afford the opposing party adequate opportunity to cross-examine witnesses.

### **11.07 Cost of Arbitration**

The expenses and compensation of the Chairman of the Arbitration Board and all expenses of the Board, as such, shall be borne by the parties, by dividing the cost equally.

### **11.08 Expedited Arbitration**

- (i) The parties may, by mutual agreement, refer to this expedited arbitration process any outstanding grievance filed at arbitration.
- (ii) The parties shall mutually agree upon a single arbitrator who shall be appointed to hear the grievance and render a decision within two (2) working days of the hearing. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (iii) An expedited arbitration decision respecting any matter shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter (with the exception of discipline which may remain on an employee's file).
- (iv) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (v) Notwithstanding (i) above, either party may remove from the expedited arbitration process any matter at any time prior to hearing and forward the matter through the arbitration process established pursuant to Article 11.02. In such an event, time limits shall not act as a bar to the grievance proceeding to arbitration.
- (vi) All presentations shall be short and concise, and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.



- (vii) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (viii) Neither party shall appeal a decision of an expedited arbitration.
- (ix) Neither party shall retain lawyers from external law firms to represent them in an expedited arbitration hearing.

#### **11.09 Deviation from the Grievance Procedure**

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

### **ARTICLE 12, SENIORITY**

#### **12.01 Definition**

For purposes of this Agreement, seniority shall be defined as the length of an employee's employment from the date of last hire, in a regular position, provided that regular part-time and regular seasonal employees shall accumulate seniority on the basis of their hours worked. "Hours worked" shall include all paid straight time hours, hours compensated while on WorkSafeBC benefits, the LTD qualification period and while receiving LTD benefits, Union leaves, jury and court witness duty, leave for education and training purposes, and maternity, parental and adoption leave. Regular employees shall not attain seniority until they have completed their probationary period, after which their seniority shall include the probationary period.

#### **12.02 Probationary Period**

- (i) All newly hired regular employees shall serve a probationary period not exceeding six (6) consecutive months from the date of hire, during which period such an employee may be terminated if he is unsatisfactory for any work related reason provided the employee has been given a bona fide trial period before termination.
- (ii) Notwithstanding (i) above, an employee who is the successful applicant for a posted regular vacancy shall have their time previously worked in the same position credited towards the probation period, subject to a minimum of three (3) consecutive months probation in the posted position.

- (iii) An employee who has been converted from auxiliary to regular status, without a posting, shall not serve a further probationary period.
- (iv) Auxiliary employees shall serve a probationary period as described in Article 1.09 (ii) (h) during which time the employee may be terminated if he is unsatisfactory for any work related reason provided the employee has been given a bona fide trial period before termination.

### **12.03 Auxiliary Employee Seniority**

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

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

Auxiliary employees on WorkSafeBC benefits or an ICBC claim receiving benefits due to an injury sustained while at work shall receive credit for those scheduled hours that have been compensated by WorkSafeBC or ICBC as a wage loss.

Employees shall be responsible for ensuring the Employer receives written notice of wage loss awards from ICBC. If the Employer does not receive the required written notice, the employee shall not receive credit for seniority hours as contemplated above.

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

### **12.04 Seniority Lists**

- (i) The Employer shall maintain a current seniority list for regular employees showing each employee's seniority standing. Where two or more employees commenced work on the same date, their relative seniority standing shall be determined on the basis of their application dates. The Employer shall provide copies to the Union upon request.
- (ii) Past service in casual or temporary hours of work shall be accrued and recorded for the purposes of this Collective Agreement. Such hours of work and hours of work as an auxiliary employee shall be maintained by the Employer for the purposes of Article 13, Posting and Filling of Vacancies. The Employer shall provide copies to the Union upon request.

## **12.05 Loss of Seniority**

A regular employee shall lose seniority in the event:

- (i) The employee is terminated for cause and is not reinstated.
- (ii) The employee resigns.
- (iii) The employee has been laid off from regular employment for longer than twelve (12) consecutive months, or fails to accept recall under Article 14.08 (ii), or fails to report on the date and time required when recalled.
- (iv) The employee elects in writing to change their employment status from that of a regular employee to that of an auxiliary employee.

## **12.06 Transfer out of Bargaining Unit**

- (i) Employees shall not be transferred or promoted out of the bargaining unit by the Employer to temporary or full time appointments in an exempt or other bargaining unit position without their consent.

Such employees shall retain the seniority they have acquired up to the date of leaving the bargaining unit but shall not continue to accumulate seniority during the temporary appointment.

Such employees shall retain the right to return to the bargaining unit and upon returning shall bump into a position consistent with their previously accumulated seniority, qualifications, experience, skill and ability on the basis of Article 14.03, provided such position is not higher than their former bargaining unit position. Junior employees displaced as a result shall likewise be eligible to bump.

- (ii) Employees transferred or promoted without posting pursuant to (i) above shall be appointed for a period of time not to exceed an accumulative total of one (1) year, unless extended by mutual agreement of the Union and the Employer.
- (iii) Accumulative totals pursuant to (ii) above will not include sick leave relief of three (3) days per incident or less and vacation relief not exceeding thirty (30) days per calendar year.

This Article does not apply to those employees who accept full-time employment outside of the bargaining unit in an exempt or different bargaining unit position.

## **12.07 Transfer of Inside Employee and Outside Employee Seniority**

In the event an outside employee is appointed to a full-time inside vacancy as per Article 13 or vice versa, upon the successful completion of their appraisal period, those employees shall be entitled to their original date of hire seniority for all purposes.

## **ARTICLE 13, POSTING AND FILLING OF VACANCIES**

### **13.01 Posted Vacancies**

- (i) Where a regular vacancy occurs, or a new regular position is established, the Employer shall post a vacancy notice for a minimum period of five (5) working days containing information relevant to the position (e.g. nature of position, pay rate or range, qualifications and experience required, etc.) and the successful candidate shall be appointed within sixty (60) days from the closing date of the posting.
- (ii) Temporary vacancies shall not be posted under this Article, save and except that temporary vacancies which the Employer anticipates will exceed three (3) months shall be posted. Temporary vacancies shall not exceed the time duration as posted and filled without mutual agreement between the Union and Employer.
  - (a) Temporary vacancies shall not exceed twenty-four (24) months;
  - (b) Temporary postings in excess of twelve (12) months shall state "Continuous Term".
- (iii) All posted or advertised vacancies shall include the following statement on the notice "This is a CUPE Local 50 position".
- (iv) A temporary vacancy caused by an employee being on long-term disability may be filled by an auxiliary, regular part time or regular seasonal employee, subject to conversion to regular status pursuant to Article 1.06(i)(a). The posting shall indicate that the term of the appointment is not known.

### **13.02 Applications by Auxiliary Employees**

- (i) Auxiliary employees shall be eligible to apply for any vacancy posted under this Article and filled on the basis of Article 13.04. Provided always that the qualifications, experience, skill and ability of the auxiliary employee to perform the work in question is equal to that of an external applicant, the auxiliary employee shall receive preference.

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

### **13.03 Appraisal Period**

- (i) When a currently employed regular employee is selected to fill a vacancy posted under Article 13.01, the employee shall serve an appraisal period not exceeding six (6) calendar months in the new position. During this period the employee shall be returned to their former position (or equivalent to their former position as mutually agreed between the Employer and the Union) and pay rate without a loss in seniority in the following circumstances:
  - (a) Should the Employer consider the employee to be unsatisfactory or unable to perform the duties of the new position, or
  - (b) Should the employee desire to return. In this instance, the employee shall retain the right to return to their former position (or equivalent to their former position as mutually agreed between the Employer and the Union) within the appraisal period of up to six (6) months provided their former position remains vacant and has not been permanently filled by a regular employee as a result of a competition.

Should the employee have been selected to fill an established position (occupied by a previous incumbent), the employee shall retain the right to return to their former position (or equivalent to their former position as mutually agreed between the Employer and the Union) for a period of three (3) months.

Should the employee have been selected to fill a newly created position (a position not previously filled by a regular employee), the employee shall retain the right to return to their former position (or equivalent to their former position as mutually agreed between the Employer and the Union) for a period of four (4) months.

Within five (5) work days of selecting an employee to fill a posted vacancy, the Employer may notify the Union in writing that the Employer will await the expiration of the time limits set out in (b) above before posting the successful candidate's old job and upon such notification Articles 13.01 (i) and (ii) shall not apply.

- (ii) Notwithstanding (i) above, a regular employee shall have their time previously worked in the same position credited towards the appraisal period in the posted vacancy, subject to a minimum of three (3) consecutive months appraisal in the posted position.

#### **13.04 Factors Considered in Filling Posted Vacancies**

- (i) When filling a posted vacancy for a regular position or a temporary vacancy which the Employer anticipates will exceed three (3) months, the following factors shall receive consideration when filling such posted vacancies: qualifications, experience, skill and ability. When these factors are equal among applicants for the position, the employee from among such group having the greatest seniority shall receive preference.
- (ii) Outside Vacancies
  - (a) A current outside employee having the required qualifications, experience, skill and ability to do the work in question will be given first consideration over an external applicant for Schedule A Outside vacancies.
  - (b) Notwithstanding 13.04 (i) above, preference shall be given to the most senior outside employee who applies for the position provided that the senior employee possesses the qualification, experience, skill and ability to do the work in question. This provision shall apply to all classifications as set out in Pay Group One (1) through Seven (7) of Schedule "A" Outside.
  - (c) If an employee appointed to a temporary vacancy in accordance with 13.04 (ii) (b) successfully posts into another temporary position prior to the end of their current temporary term, the employer may refer back to the original temporary post and fill competition, and offer the now vacated temporary term position to the next candidates in seniority order, to fill out the remaining term of the vacated temporary vacancy.
  - (d) For the purpose of filling a posted vacancy of all classifications in Pay Group Eight (8) through Twenty (20) in Schedule "A" Outside Article 13.04 (i) above shall apply.
- (iii) Inside Vacancies
  - (a) A current inside employee having the required qualifications, experience, skill and ability to do the work in question will be given first consideration over an external applicant for Schedule "A" Inside and Schedule "B" Inside vacancies.

- (b) Notwithstanding 13.04(i) above, preference shall be given to the most senior inside employee who applies for the position provided that the senior employee possesses the qualifications, experience, skill and ability to do the work in question. This provision shall apply to all classifications as set out in Pay Group One (1) through Three (3) of Schedule “A” Inside with the exception of Cashier – Recreation Services Position.

For the purpose of filling a posted vacancy for all classifications in Pay Group Four (4) through Twenty (20) in Schedule “A” – Inside and Schedule “B” – Inside Article 13.04 (i) above shall apply.

(iv) Determination Subject to Grievance

All determinations of qualifications, experience, skill and ability shall be made by the Employer. Whether such determinations were made in a fair and equitable fashion shall be subject to the grievance/arbitration procedures under this Agreement.

(v) Onus of Proof

In any arbitration pursuant to Subsection (i) above, if the Union is first able to demonstrate that the senior employee (grievor) presently has the qualifications, experience, skill and ability to do the job in question, the Employer must then establish that such qualifications, experience, skill and ability are not equal to those possessed by the successful applicant.

(vi) Achievement of Certification

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 the employee 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 the competition over other applicants on the basis of Subsection (i) or (ii) above, the employee shall be awarded the position contingent upon successful achievement of such certification with the time limit established by the Employer for that purpose. If the employee fails to achieve such certification within this period, the employee shall revert to their former position.

(vii) First Consideration

Subject to all other provisions of this Article, when filling a posted outside vacancy, first consideration shall be given to outside employees, and when filling a posted inside vacancy, first consideration shall be given to inside employees.

(viii) Relief Assignments

Within each section of each department and including all positions within the below designated pay groups the Supervisor shall maintain a list of regular employees willing to act in relief assignments predictably in excess of five (5) continuous work days yet of less than three (3) months' duration.

The designated Pay Groups for Schedule "A" Outside are one through seven and for Schedule "A" Inside one through six.

In the event such an assignment becomes available the most senior employee shall be offered the work provided:

- (a) The senior employee possesses the qualifications, experience, skill and ability to do the work in question.
- (b) The employee being assigned to relieve is willing to do so.
- (c) The work assignment would not result in an operational deficiency of the work group that would have been performed by the employee who could receive the relief assignment.
- (d) There would be no subsequent requirements to have repetitive backfilling by senior relief assignments in the operation of the section.
- (e) The employee being offered the relief assignment shall not be on vacation or other leave of absence other than unanticipated sick leave during the assignment.
- (f) In the event that there are no regular employees available for a relief assignment according to the above provisions, then an auxiliary employee may be employed for such relief assignments.

### **13.05 Portability of Benefits**

An employee of the City of Victoria who was employed outside the CUPE Local 50 bargaining unit immediately before being appointed to a position within the bargaining unit shall have that prior service with the City recognized for purposes of determining benefit entitlements based on length of service. Seniority is excluded from this clause. Previous sick leave accrued shall be carried forward into the CUPE Local 50 bargaining unit.



### **13.06 Disclosure of Documents**

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

## **ARTICLE 14, LAYOFFS, RECALL AND BUMPING**

### **14.01 Definition**

- (i) Consistent with the following Articles, a layoff shall be defined as the loss by a regular employee of the opportunity to work in the position he/she currently occupies as a result of either:
  - (a) The elimination of such position, or
  - (b) Any reduction in working hours for a regular full-time employee, or
  - (c) The permanent reduction of the working hours in their position in excess of one (1) hour per day for a regular part-time or regular seasonal employee, or
  - (d) The reduction in the rate of pay (pay grade) in the position as a result of a re-evaluation of the position.
- (ii) Layoffs, bumping and recall shall operate separately on the basis of Schedule "A" Outside and Schedules "A" and "B" Inside.

### **14.02 Layoff Order**

- (i) Regular employees shall be laid off on the basis of classification and department designated for the layoff by the Employer, with the senior employee(s) being retained in that classification and section, provided always that they have the required qualifications, experience, skill and ability 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.

- (ii) Written notice shall be provided to regular employees designated for layoff.

### **14.03 Bumping Rights**

- (i) Within three (3) working days after being notified under Article 14.02 that they occupy a classification designated for layoff, those regular employees who are not to be retained in that classification and department shall be given opportunity to exercise their seniority, vis-à-vis more junior employees, by indicating their acceptance to bump into the position(s) designated by the Employer for such purposes on the basis of clauses (a) and (b) below, provided always that the bumping employee has the required qualifications, experience, skill and ability 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 accept the bump into the designated position(s), when given the opportunity under this Article 14.03, shall result in the affected employee being laid-off and placed on the recall list:
  - (a) Firstly, an employee of lesser seniority occupying a position in the same pay grade, or failing that
  - (b) An employee of lesser seniority occupying a position in the next or each subsequent lower pay grade.
- (ii) Upward bumping is not permitted under this Article, except where an employee's position has been re-evaluated to a lower pay grade and the employee did not bump another employee at that time, upward bumping shall be permitted the next time a lay-off occurs to that employee and only to a position in their former higher pay grade. Regular part-time employees may only bump other regular part-time employees.

### **14.04 Notice of Layoff**

- (i) The Employer shall provide written notice to regular employees, who do not bump a more junior employee in accordance with Article 14.03, 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 layoff. Employees who have completed three (3) years continuous service shall receive additional notice of one (1) calendar week; and for each subsequent completed year of continuous service, an additional one (1) calendar week, to a maximum total of eight (8) calendar weeks notice. If the employee is not given an opportunity to work the applicable notice period, he shall be paid for that portion of the notice period during which work was not made available.
- (ii) The Union shall be notified of all layoffs under this Article.
- (iii) Notice under this Article shall not apply to temporary layoffs. A layoff not exceeding 13 weeks being defined as temporary.

#### **14.05 Appraisal Period**

- (i) A regular employee who bumps a more junior employee in accordance with Article 14.03, or who is recalled to employment in accordance with Article 14.08 (ii), except when re-employed in the same position as occupied before the layoff, 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.
- (ii) In no event, shall any employee be permitted to bump a second time as a result of the same layoff.

#### **14.06 Severance Pay**

Within the three (3) working days of being notified of layoff under Article 14.04, and as an alternative to either bumping a more junior employee in accordance with Article 14.03, or working the notice period, being laid-off and placed on the recall list, the affected regular 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 this Article 14.06 shall be finally and conclusively terminated in all respects and shall not have recall or other rights under this Agreement.

#### **14.07 Recall List**

Regular employees laid off under this Article 14, and not bumping a more junior employee in accordance with Article 14.03, and not electing to take severance pay in accordance with Article 14.06, shall be placed on the recall list in seniority order for a period not to exceed twelve (12) consecutive months.

#### **14.08 Recall Rights**

- (i) Laid-off regular employees on the recall list may make application, on the same basis as active employees, for regular vacancies posted under Article 13.01. 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 Article 13.04.
- (ii) If the regular vacancy is not filled under clause (i) above, and in accordance with Article 14.09 below, the Employer shall then attempt to recall a former regular employee on the recall list having the required qualifications, experience, skill and ability to perform the work in question, before offering employment to a new employee. All determinations of qualifications, experience, skill and ability shall be made by the Employer in a fair and equitable fashion.

- (iii) In no event shall the Employer be required to re-employ any former employee who has been laid-off and on the recall list for longer than twelve (12) consecutive months.
- (iv) Notwithstanding Article 14.08 (i) and (ii), an employee who has been given notice of layoff and has chosen to bump in accordance with Article 14.03, Bumping Rights, and subsequently and within twelve (12) months the position from which they were laid off becomes available, such employee shall be offered recall rights to their former position, and if accepted, the vacancy shall not be posted. Seniority shall prevail if two or more such employees seek recall to the same vacancy.

#### **14.09 Recall Procedures**

- (i) It shall be the responsibility of laid-off regular employees on the recall list to maintain their current telephone number and postal address with the Human Resources Department. When filling regular vacancies under Article 14.08 (ii), 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 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. Failing personal contact, the Employer shall send a registered letter to the employee's current postal address.

Should the Employer be unable to contact the employee within ten (10) working days from the postal registration date, or should the employee either not accept the recall, or fail to report on the date and time required, the employee shall, subject to clause (iv) below, lose all rights to recall.

- (ii) The date and time to report may be extended by a maximum of ten (10) working days, upon the approval of the Employer, should the employee have extenuating personal circumstances which make it impossible to report as required, provided always that the operational requirements of the Employer permit.
- (iii) Employees 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.
- (iv) Employees shall have the right to refuse two (2) recalls to employment during their twelve (12) month recall period before losing their recall rights.

#### **14.10 Status While on Recall List**

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

#### **14.11 Temporary Layoffs or Work Stoppages**

- (i) This Article 14 does not apply to temporary layoffs, or work stoppages of three (3) working days or less, resulting from inclement weather or other causes reasonably beyond the control of the Employer.
- (ii) There shall be no overtime worked by any employee in excess of one (1) hour per shift in any operation affected by this Article 14.11 while there are available regular full-time employees on temporary layoff as a result of inclement weather, having the qualifications, experience, skill and ability to perform the work in question.

### **ARTICLE 15, HOURS OF WORK**

#### **15.01 Work Day**

(i) Outside

The normal regular full-time work-day shall consist of eight (8) hours of work within an eight and one-half (8½) hour period between the hours of 7:00 a.m. and 5:00 p.m.

(ii) Inside

The normal regular full-time work-day shall consist of seven (7) hours of work, exclusive of meal breaks.

#### **15.02 Work-Week**

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

### **15.03 Variance in Working Times**

i) Outside

Articles 15.01 and 15.02 notwithstanding, the City may continue to establish and operate schedules of working hours, other than provided above, for more efficient or safer performance of certain parts of the City's work, provided that such schedules do not exceed eight (8) hours per day and five (5) days per week.

ii) Inside

Articles 15.01 and 15.02 notwithstanding, for more efficient performance of certain parts of the City's work, positions of a special nature may be established by the City. Where employees are working a normal or abnormal work-week, irregular hours or shift work, and the work-day is eight (8) hours or less, they will be granted pay for the extended hours as per the collective agreement.

**15.04** For the purposes of Article 16, a work-day shall commence at midnight and end at 11:59 p.m. on the same day; the work week being Monday to Sunday.

### **15.05 Rest Breaks**

- (i) Each full-time employee shall be entitled to one fifteen (15) minute paid rest break in each half of the full shift.
- (ii) An employee working less than full-time shall be entitled to one fifteen (15) minute paid rest break within each three (3) consecutive hours of work.

### **15.06 Reporting Pay**

- (i) Unless notified to the contrary prior to leaving home to report for scheduled work, an employee shall be paid for two (2) hours work at the regular rate.
- (ii) An employee reporting for and commencing work on a regularly scheduled full-time workday or shift, shall be paid not less than four (4) hours at the regular rate, except where circumstances beyond the control of the Employer cause a cancellation of work, in which instance the employee shall be paid for time worked, with a minimum of two (2) hours.

(iii) Inside

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

### **15.07 Staggered Hours-Inside**

- (i) Staggered hours of work may be implemented for specifically predetermined periods of time in various departments, sub-departments or work groups, following consultation with the Union and approval by the Employer.
- (ii) For purposes of the above, staggered work hours means the commencement/conclusion of the normal number of daily work hours, either earlier or later than the normal commencement/conclusion times.

### **15.08 Hours Between Shifts**

The Employer shall ensure that each employee has at least eight (8) consecutive hours free from work between each scheduled shift.

### **15.09 Modified Work Weeks**

Where there is mutual agreement between the Union and the Employer a modified work week may be implemented in a Department or Section pursuant to the following:

- (i) Participation in the modified work week shall apply only to regular full-time employees and shall be on a voluntary basis.
- (ii) Subject to the approval of the Department Head work schedules may be modified and shall be set out in writing and shall provide for nine (9) days of work during each bi-weekly period.
- (iii) Each inside employee shall work seventy (70) hours between the hours of 8:00 a.m. and 5:00 p.m. during the nine (9) days referred to in Section (ii). Hours of work shall be the same each day.
- (iv) By mutual written agreement between the Union and the Employer a variation of the modified work week may be implemented or applied to outside work units. Hours of work shall be the same each day.
- (v) There shall be twenty-five (25) flex-days within a calendar year.
- (vi) A sick day, vacation day or other paid leave of absence and statutory holidays shall be compensated equivalent to hours shown on the schedule and deducted from the employee's entitlement.
- (vii) The flex day shall be a day of rest and shall be shown on the schedule with the word "off".

- (viii) In an unforeseen circumstance that requires urgent action, the Employer may request an employee to work on the scheduled flex-day provided another day off is granted within the following bi-weekly period. In other circumstances such work shall be paid at overtime rates as specified in the Collective Agreement.
- (ix) A modified work week schedule shall operate expressly by mutual agreement and may be cancelled where reasonable grounds exist at any time by the Union or Employer upon four weeks written notice.

#### **15.10 Shift Differential – Outside**

- (i) Where an employee is authorized or required to work outside his normally scheduled work-day or shift, for one or two days/shifts, he shall be paid one and one-half times ( $1\frac{1}{2}x$ ) his regular rate for all hours worked. However, upon completing two (2) days/shifts, the employee shall be paid, in addition to the regular rate, a shift differential of seventy-five cents (75¢) for each hour worked between the end of the regular work-day and 12:00 midnight, and eighty-five cents (85¢) per hour for each hour worked between 12:00 midnight and the time of the commencement of the regular work.
- (ii) An employee shall have the option set out in Article 16.03, Time Off in Lieu of Overtime, for the premium portion of one-half times ( $\frac{1}{2}x$ ) their regular rate of pay for all hours worked pursuant to Article 15.10 (i) above.
- (iii) Shift differential is not to be included in overtime calculations.

#### **15.11 Shift Differential – Inside**

- (i) All employees shall be paid a shift differential as follows:
  - 4:00 p.m. to 12:00 midnight – seventy-five cents (75¢) per hour and:
  - 12:00 midnight to 8:00 a.m. – eighty-five cents (85¢) per hour and:
- (ii) Shift differential is not to be included in overtime calculations.



## **ARTICLE 16, OVERTIME**

### **16.01 Definition**

(i) Outside

All hours that an employee is authorized or required to work in excess of eight (8) hours in any one (1) day or shift or in excess of forty (40) hours in any work-week shall be considered overtime and paid at the rates established below.

(ii) Inside

Except as otherwise designated in Schedules A and B, Article 15.09 (Modified Work Week) or by mutual agreement of the parties, all hours that an employee is authorized or required to work in excess of seven (7) hours in any one (1) day or shift or in excess of thirty-five (35) hours in any work-week shall be considered overtime and paid at the rates established below.

### **16.02 Overtime Rates**

(i) The overtime rate shall be one and one-half times (1½x) the regular rate for the first three (3) hours of overtime worked, and two times (2x) thereafter. The overtime rate for all overtime work performed after 12:00 noon on a Saturday, for overtime work performed after 12:00 midnight on any day and for overtime work performed on a Sunday shall be two times (2x) the regular rate. Overtime rates shall be calculated on regular classification rates, shift differential excluded.

(ii) In the event an employee has completed five (5) consecutive days of work, and is assigned another work week without any days of rest, the sixth and seventh day at work shall be at double time (2x) rather than straight time.

### **16.03 Time-Off in Lieu of Overtime**

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

#### **16.04 Standby**

- (i) Standby time shall be defined as a scheduled period of time outside of an employee's normal work-day/shift, when that employee is required to remain available for duty on an on-call basis.
- (ii) Employees on standby shall be paid as follows:
  - (a) Monday to Friday inclusive, between the hours of 4:30 p.m. and 8:00 a.m. the following morning: three (3) hours at the regular straight-time rate.
  - (b) For the twenty-four (24) hour period commencing at 8:00 a.m. on either a Saturday or a Sunday five (5) hours at the regular straight-time rate and the second employee assigned to checking street barricades shall be paid three (3) hours at the regular straight-time rate.
- (iii) Any employee required by the Employer to carry and to respond to communication devices such as, but not limited to, cell phones, pagers or mobile radios outside their regular work schedule shall be paid as per Article 16.04 (ii), (a) and (b) above.

#### **16.05 Work on a Statutory Holiday**

The rate to be paid for all hours worked by regular employees on statutory holidays, shall be two (2) times such employee's classification rate. This rate shall be paid in addition to the normal pay the employee would receive for that day had he not worked.

#### **16.06 Call-Out**

- (i) Call-out shall be defined as an authorized or required unscheduled return to duty following completion of an employee's normal work-day/shift or work-week.
- (ii) Employees answering to call out duty shall be paid three (3) hours at the overtime rate as provided in Article 16.02, or, time worked plus (+) travel at the overtime rate, whichever is greater, except that where more than one (1) call out is required of the same employee during any period of eight (8) consecutive hours, the employee shall be paid at the rate of one and one-half times (1½x) the regular rate for all time worked, including travel, for the second and subsequent call-outs.
- (iii) Any employee called out during off duty hours to turn on the water at a residence/business shall be paid as per Article 16.06 (ii).

## 16.07 Distribution of Overtime – Outside

- (i) The Employer will endeavour to equitably distribute overtime amongst regular employees who are willing and qualified to perform the available work.
  - (a) Overtime will be offered in the following order:
    1. to regular employees who occupy the position within the section
    2. to regular employees who occupy the position outside the section but within the Department
    3. to regular employees qualified to perform the work within the section
    4. to regular employees qualified to perform the work within the Department
  - (b) Overtime hours lists for the current year, and annual hours for each of the previous three years, will be in seniority order and posted on each section's bulletin board.
- (ii) In the event a disproportion occurs the employee(s) in question will be offered the next available overtime until a balance is achieved.
- (iii) All hours worked according to Article 16.05, Work on a Statutory Holiday, shall be included in the distribution of overtime.
- (iv) When there are no regular employees available to work overtime according to Article 16, the Employer will endeavour to equitably distribute overtime amongst the auxiliary employees who are willing and qualified to perform the work within the section.

## **ARTICLE 17, ON THE JOB TRAINING**

- (i) When, in the Employer's opinion, operational requirements both warrant and permit and when it is practical from a financial perspective to do so, the Employer shall endeavour to provide on-the-job training to employees within their own functional work units during normal working hours. The purpose of this training shall be primarily to maximize flexibility when assigning day-to-day work within that work unit and/or department and/or section and, secondly, to provide enhanced opportunity for employees to advance within their own departments as permanent vacancies occur therein.

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

## **ARTICLE 18, WAGES AND ALLOWANCES**

### **18.01 Bi-Weekly Pay**

- (i) Regular pay-days shall be every second Friday.
- (ii) All current up to date vacation, sick leave and banked overtime entitlements will be included with/on each pay stub.
- (iii) Wages shall be paid to all employees by electronic transfer of funds, deposited to a financial institution of the employee's choice, capable of receiving such funds.

Note: However, this provision shall not apply to employees who as of March 19, 2007 receive their wages by cheque (non-electronic transfer of funds).

## **18.02 Schedules “A” and “B” and Inactive Positions**

- (i) Schedules “A” and “B” and Inactive Positions set forth the classifications, and related wage rates, which Schedules are attached to and form part of this Agreement.
- (ii) Schedules “A” and “B” and Inactive Positions shall apply to all employees coming within the terms of this Agreement.

## **18.03 Service Pay**

All regular employees shall be granted service pay in the amount of ten cents (10¢) per calendar day for each five (5) years of continuous service completed. After the first five (5) years of service, ten cents (10¢); after five (5) further years of service, an additional ten cents (10¢); and a like increase for each additional five (5) years of service completed.

## **18.04 Certified Tradesperson's Allowance**

- (i) Welders holding a Welder II or III Ticket (“B” or “C” Tickets where applicable) shall be paid the lower welder rate (excluding trades premium). Welders holding a Welder I Ticket (or “A” Ticket where applicable) possessing a valid Provincial Certificate shall be paid a higher Welder I rate (including the trades premium).
- (ii) Employees affected by the above who were formerly paid the trades premium who would not receive the premium when it is rolled-in on this basis shall be “grandfathered” at the higher rate as long as they remain continuously and actively employed in their trade.
- (iii) A lump sum amount of fifty dollars (\$50.00) shall be paid bi-weekly to each TQ Mechanic who possesses and maintains a government certification for the purposes of installing, servicing, inspecting and issuing CVI permits of vehicles with propane or natural gas (alternative) fuel systems. It is understood that all Automotive Mechanics (subject to exceptions based on reasonable grounds) shall be trained by the Employer in order to obtain and maintain the foregoing certification.

## **18.05 Hot Asphalt**

Employees actually working in hot asphalt and generally using hand tools, shall receive premium pay of seventy-five cents (75¢) per hour while so employed.

## **18.06 Spraying**

- (i) Employees employed as Asphalt or Chemical Sprayer Operators, Sandblaster Operator and Spray Painter Operator who are actually controlling the spray, shall receive premium pay of seventy-five cents (75¢) per hour while so employed.
- (ii) The rate of time and one-quarter (1 ¼) per hour while so employed will be paid to an employee who holds a recognized “spray ticket” and who operates the electrostatic sprayer.

## **18.07 Galvanized Welding**

Employees actually carrying out galvanized welding shall receive premium pay of seventy-five cents (75¢) per hour while so employed.

## **18.08 Danger Pay**

- (i) Employees working in ditches eight (8) feet or greater in depth, or working on the super structure or below the deck of the Johnson Street or Point Ellis Bridges, in accordance with the following interpretations, shall receive premium pay of seventy-five cents (75¢) per hour over and above the employee’s standard rate while so employed.

- (ii) Ditches

Working in ditches for sewers, surface drains, water mains or laterals, where the mean depth below the average ground level is eight (8) feet or greater. The average depth to be decided at the sole discretion of the Director of Engineering, who shall, if the conditions are met, authorize payment. It is the responsibility of the individual Leadhand to advise the Supervisor that conditions are such that danger pay should be considered. Danger pay will apply only to those employees working in the ditch and not to those on the same job but not working under the same conditions.

- (iii) Working on Johnson Street or Point Ellis Bridges: Employees working, painting, chipping, or similar work on the super structure or below the deck of either the bridges are eligible for danger pay. It shall not apply for employees working on the deck or level areas. This pay shall not apply to normal maintenance routines of any nature.
  - (a) The Leadhand on the bridge is responsible for keeping a record of the time spent by employees under the hazardous conditions, clearly separating these hazardous conditions times from the normal conditions. The payment of danger pay to be at the sole discretion of the Director of Engineering.

- (b) This danger pay shall not apply to employees who do normal maintenance duty, or normal duties on Johnson Street Bridge.
- (iii) Danger Pay will apply to those employees who are required to work on heights exceeding twenty-five (25) feet using manlifts, cranes, Bowswell chairs, scaffold, ladder truck ladders or similar aerial devices.

## **18.09 Dirty Pay**

- (i) Premium

A premium of one-quarter ( $\frac{1}{4}$ ) time in addition to an employee's regular rate of pay shall be paid to an employee working in conditions described in clauses (iii), (iv) and (v) below.

- (ii) Minimum Payment

An employee shall receive a minimum payment of not less than one-half ( $\frac{1}{2}$ ) hour of dirty pay premium for working in conditions described in clauses (iii), (iv), and (v) below.

- (ii) Raw Sewage

The premium shall apply to employees working in:

- (a) raw sewage,
- (b) duck ponds,
- (c) a tank, septic tank, siphon or other underground container which holds raw sewage,
- (d) sewer line inspections where the employee is required to be in contact with raw sewage,
- (e) other similar instances subject to the approval of the Director of a Department, or his designate.

- (iii) Confined Spaces

The premium shall apply at the discretion of a Director of a Department, or his designate, when a Mechanical Technician, Welder or Painter is required to work in a tank, septic tank, siphon or when they are required to access and repair inside garbage trucks or sewage equipment.

(iv) Other Conditions

The premium shall apply at the discretion of a Director of a Department, or his designate, when an employee is directed to clean up excrement/faecal matter (human or otherwise), or any bodily fluids (blood, vomit, urine, etc.), diapers, or obnoxious bio-hazards (hypodermic needles, etc.).

(v) Protective Clothing

Appropriate rubber clothing will be provided for employees working with raw sewage.

(vi) Cleaning Parkades, Centennial Square and Jail Cells

In lieu of the premium set out above, Building Service Workers required to clean the City of Victoria Parkades and Centennial Square shall be paid thirty (30) minutes per day at time and one-quarter ( $1 \frac{1}{4}$ ) and employees required to clean jail cells shall be paid one (1) hour per day at time and one-quarter ( $1 \frac{1}{4}$ ). In the event that a major clean up beyond one (1) hour (e.g. jail cell) is required the employee shall be paid the premium of one-quarter ( $\frac{1}{4}$ ) time in addition to the employee's regular rate of pay for the actual hours worked.

## **18.10 First Aid Allowance**

An employee required to possess an Occupational First Aid Certificate and when designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance:

Level 1 Occupational First Aid Certificate – Twenty-five cents (\$0.25) per hour.

Level 2 Occupational First Aid Certificate – sixty-five dollars (\$65.00) bi-weekly.

Level 3 Occupational First Aid Certificate – seventy-five dollars (\$75.00) bi-weekly

The cost of certification and re-certification and paid time off work to attain such shall be borne by the Employer for those regular employees required to hold a valid Level 2 or Level 3 Occupational First Aid Certificate.



### **18.11 Tool Allowance**

- (i) The Employer shall pay a tool allowance, at the rate of thirty-five cents (35¢) per straight time hour, to mechanics who are required by the Employer to provide their own hand tools as a condition of employment.
- (ii) In addition the Employer shall provide tool insurance for mechanics required by the Employer to provide their own hand tools as a condition of employment on the following basis:
  - (a) To a maximum total value of ten thousand dollars (\$10,000.00) per employee.
  - (b) A five hundred dollar (\$500.00) deductible will be applied on all claims. The payment of this deductible shall be the responsibility of the employee.
- (iii) The Employer shall supply all the tools necessary to perform the duties required of an employee who holds the position of Automotive Service Repairman. It is understood that such tools shall remain the property of the Employer.

### **18.12 Training Pay Allowance**

- (i) At the discretion of each Department Head (or their designate) the Employer shall pay for each hour so designated a training pay allowance equal to one pay grade higher than an employee's regular rate, who, in addition to his/her own duties is requested to train another employee in a specific task or duty. This training pay allowance is for those employees that would not normally be required to train other employees.
- (ii) For the purpose of this Article, training shall not include work instruction or direction by supervisors or leadhands or orientation of employees in the normal course of work.

### **18.13 Retirement**

The City shall pay to an employee who retires after having reached the minimum retirement age set out in the Municipal Pension Plan of British Columbia a sum of money equal to one calendar month's basic salary at the rate applicable to the employee at the time of retirement.

### **18.14 Aquatic Re-Certification**

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

### **18.15 Substitution Pay**

- (i) When appointed by the Employer to perform the full duties of a higher paid position employees shall receive the higher rated pay of the position to which the employee has been temporarily assigned.
- (ii) Where the duties of the position are shared, the combined substitution pay shall not be greater than the cost of one person substituting.
- (iii) Substitution pay is not payable when an employee has not been designated by the Employer to substitute. Approval to substitute may be granted retroactively where appropriate.

### **18.16 Professional Association Dues and Medical Examinations**

- (i) 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.
- (ii) 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.

### **18.17 Communications Monitoring**

When a communication coordinator is authorized by the Employer to monitor and respond to social media (e.g. Twitter) on Saturday and Sunday, an employee shall receive a premium of fifty dollars (\$50.00) per weekend. The opportunities for this premium shall be shared equally among all regular communication coordinators.

## **ARTICLE 19, ANNUAL VACATIONS**

### **19.01 Entitlement**

Paid annual vacations for regular employees shall be as follows:

- (i) Regular employees leaving the service of the Employer in less than twelve (12) working months from their date of appointment, shall be granted six percent (6%) vacation pay from their commencement of continuous service to their termination date.

- (ii) During the first twelve (12) months of service: vacation will be granted on the basis of one-twelfth (1/12) of fifteen (15) working days for each month or portion of a month greater than one-half (1/2) worked by December 31<sup>st</sup>.
- (iii) Where a regular employee has completed one (1) year or more of continuous service, he shall be entitled to the following:
  - (a) After the first (1st) year of service and up to the end of the fourth (4th) year of service - fifteen (15) days' vacation per annum.
  - (b) After the fourth (4th) year of service and up to the end of the eighth (8th) year of service - eighteen (18) days' vacation per annum.
  - (c) After the eighth (8th) year of service and up to the end of the sixteenth (16th) year of service - twenty-three (23) days' vacation per annum.
  - (d) After the sixteenth (16th) year of service and up to the end of the twenty-fourth (24th) year of service - twenty-eight (28) days' vacation per annum.
  - (e) During the twenty-fifth (25th) year of service and up to the end of the twenty-ninth (29th) year of service – thirty (30) days' vacation per annum.
  - (f) During the thirtieth (30th) year of service and each year thereafter - thirty-three (33) days' vacation per annum.

## **19.02 Vacation Scheduling and Accrual**

Vacation shall be granted by the department head or designate when the employee can best be relieved from their duties. Annual vacation granted in accordance with the above schedule are to be considered to have been taken each year, unless written approval is received from the Department Head by December 1st in any calendar year for accrual of the whole or part thereof.

### **19.03 Termination of Employment**

Regular employees who leave the service of the Employer after completing twelve (12) consecutive months of employment shall receive vacation, or pay in lieu thereof, for any proportional vacation earned prior to their termination date, on the basis of one-twelfth (1/12th) of their vacation entitlement for each month, or portion of a month greater than one-half, worked from their anniversary date to their date of termination; provided that:

- (i) "Calendar year" for purposes of this Article 19 shall mean the twelve month period January 1st to December 31st inclusive.
- (ii) In all cases of termination of service for any reason, adjustment will be made for any overpayment of vacation.

### **19.04 Long Service Special Vacation**

In addition to annual vacation, as defined in Article 19.01, where a regular employee has served continuously for a period of thirty (30) years, he shall become entitled to one (1) calendar month's special vacation, with pay, as a reward for long and faithful service.

## **ARTICLE 20, STATUTORY HOLIDAYS**

### **20.01 Entitlement**

- (i) The following shall be paid statutory holidays for regular employees:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
British Columbia Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

Plus (+) all general holidays proclaimed by the City of Victoria, the Province of British Columbia or the Dominion of Canada.

- (iii) No deduction in the wages or salaries of any regular employee shall be made on account of the above statutory holidays.

## **20.02 Statutory Holiday Falling During Annual Vacation**

When a statutory holiday falls and is celebrated during a regular employee's annual vacation period or the long service special vacation established in Article 19.04, the employee shall be granted another day-off with pay in lieu, at a time mutually agreeable to the employee and his department head.

## **20.03 Statutory Holiday Falling on a Rest-Day**

When a statutory holiday falls and is celebrated on a regular employee's scheduled rest-day, the employee shall receive another day-off with pay in lieu, at a time mutually agreeable to the employee and his department head.

## **20.04 Work on a Lieu Day**

A regular employee who works on a lieu day designated for the employee pursuant to Article 20.03 shall be paid in accordance with Article 16.02.

# **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 Article 21.02 because the employee is ill or disabled for reasons not covered by WorkSafeBC. and, as a result, is unable to attend work.

## **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 Article 21.04.

- (i) During the first twelve (12) months of service: one (1) day for each completed month of service.
- (ii) Upon completion of one (1) year of service and up to and including the fifth (5th) year of service: twelve (12) days per year.
- (iii) 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.
- (iv) Upon completion of the fifteenth (15th) year of service and each completed year of service thereafter: twenty-four (24) days per year.

- (v) The yearly sick-leave entitlements set-out in clauses (ii) through (iv) 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.

### **21.03 Proof of Illness**

- (i) The Employer reserves the right to require satisfactory proof of illness before any sick leave is granted.
- (ii) Where the Employer requires a medical report during an examination of the “duty to accommodate”, the Employer shall pay the doctor directly.

### **21.04 Sick Leave Accrual**

With the exception of those regular employees covered by Letter of Understanding # 1 which establishes “grandfather” provisions regarding sick leave accrual, the unused sick leave entitlement shall accrue and be available to employees as provided in Article 22.01 at the rate of one hundred percent (100%) during the first five (5) years of employment; at the rate of sixty-six and two-thirds percent (66 2/3%) from the sixth (6<sup>th</sup>) year to and including the fifteenth (15<sup>th</sup>) year of employment, but in the sixteenth (16<sup>th</sup>) year and each year thereafter, the amount of accrual shall be fifty percent (50%) of the unused entitlement. The maximum accrual allowance to one employee shall be one hundred and thirty (130) days.

### **21.05 Sick Leave Payout**

With the exception of those regular employees covered by Letter of Understanding # 1 which establishes “grandfather” provisions regarding sick leave payout, no cash payment for unused sick leave will be paid to any employee leaving the service of the Employer.

### **21.06 Subrogation**

An employee who receives wage loss benefits from the Insurance Corporation of British Columbia or a court action shall reimburse the Employer (at the rate paid out) for benefits received under Article 21 (Sick Leave) up to the amount of:

- (i) Benefits received from the Employer as sick leave under Article 21 (Sick Leave), or

- (ii) Benefits received from the Insurance Corporation of British Columbia or a court action and designated as compensation for loss of wages, whichever is less.
- (iii) It is understood that this provision is not intended to affect a private insurance program carried by an employee.
- (iv) The sick leave shall be restored to the amount of reimbursement remitted by the employee in the order withdrawn from their sick leave bank(s).

### **21.07 Sick Leave During Vacation**

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

### **21.08 Personal, Emergency and Family Leave**

- (i) A regular employee shall in each calendar year (January 1 to December 31) be entitled to utilize up to a maximum of three (3) paid work days to be deducted from their accumulated sick leave bank (Article 21.04) for the purposes of personal, emergency and family leave. Effective January 1, 2012 a regular employee shall in each calendar year (January 1 to December 31) be entitled to utilize up to a maximum of four (4) paid work days to be deducted from their accumulated sick leave bank (Article 21.04) for the purposes of personal, emergency and family leave
- (ii) In order to be entitled to the paid leave pursuant to this Article, an employee must have and maintain a minimum of seventy-five (75) days in their accumulated sick leave bank.
- (iii) An employee shall get prior approval for the leave from the Employer and schedule the leave to meet operational requirements.
- (iv) In the event of an emergency or unforeseeable occurrence the employee shall notify their supervisor of their absence as soon as practical.

## **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, provided the absence from work with pay does not exceed six (6) consecutive months.

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

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

## **ARTICLE 23, JOB EVALUATION**

### **23.01 Job Descriptions**

The Employer agrees to draw up job descriptions for all positions for which the Union is the bargaining agent and these shall be the recognized job descriptions subject to the provisions of this Article.

- (i) When the Employer creates a new position, a new job description shall be prepared by the Employer and forwarded to the Union. This job description and rating shall not be used for posting by the Employer until thirty (30) days have elapsed following the Union's receipt of such job description to allow an opportunity for the Union to review such job description and/or rating. Such position will be subject to a six (6) month review per Article 23.03 (i).
- (ii) When a position changes sufficiently to warrant a revised job description, the revised job description shall be prepared by the Employer and forwarded to the Union. This job description and rating shall not be finalized by the Employer until thirty (30) days have elapsed following the Union's receipt of such job description to allow an opportunity for the Union to review such job description and/or rating. Article 23.05 shall apply.



### **23.02 Employee Initiated Reviews**

When an employee feels that the work of their position has sufficiently changed to warrant a pay review, the employee involved may request a review of their rate of pay for such position which shall be made in writing to the Employer. The position in question shall be evaluated by the Employer under the terms of the Job Evaluation Plan. The employee and the supervisor shall update the job evaluation questionnaire prior to the Employer rating the job. Where a final rate of pay is higher than the employee's regular rate of pay, the difference shall be paid retroactively to the date the employee first requested the pay review. Where the final rate of pay is lower than the employee's regular rate of pay, Article 23.09 shall apply.

Pay reviews shall be completed by the Employer within ninety (90) days of the employee making a request. The Employer shall send the results to the Union along with a copy of the job description, questionnaire, rating sheet and other documentation the Employer used in making its determination. Article 23.05 shall apply.

### **23.03 Employer Initiated Reviews**

- (i) When the Employer creates a new position, a new job description shall be forwarded to the Union in accordance with Article 23.01. The Employer shall determine an interim rate of pay for the position in question. A posting to fill the vacancy shall indicate the position is "under review". Six (6) months after the new position was first filled by an employee, the Employer shall evaluate the position under the terms of the Job Evaluation Plan. The employee and the supervisor shall complete the job evaluation questionnaire prior to the Employer rating the job. Where the final rate of pay is higher than the interim rate of pay, the difference shall be paid retroactively to the date of the employee's appointment to the position. Where the final rate of pay is lower than the employee's regular rate of pay, Article 23.09 shall apply.

Six (6) months after the new position was first filled by an employee, the Employer shall complete the review within ninety (90) days. Failure to complete the review within ninety (90) days shall render the review abandoned. The Employer shall send the results to the Union along with a copy of the request, job description, questionnaire, rating sheet and other documentation the Employer used in making its determination. Article 23.05 shall apply.

The Employer shall send the results to the Union along with a copy of the job description, questionnaire, rating sheet and other documentation the Employer used in making its determination. Article 23.05 shall apply.

- (ii) When the Employer changes the work of an existing position in Schedules “A” or “B”, the Employer shall forward a revised job description to the Union in accordance with Article 23.01. A posting to fill the vacancy shall indicate the position is “under review”. The Employer shall evaluate the position under the terms of the Job Evaluation Plan. Where the final rate of pay is higher than the interim rate of pay, such difference shall be paid retroactively to the date of the change of work of the position. Where the final rate of pay is lower than the employee’s regular rate of pay, Article 23.09 shall apply.

The Employer shall send the results to the Union along with a copy of the job description, rating sheet and other documentation the Employer used in making its determination. Article 23.05 shall apply.

- (iii) Pursuant to (ii) above, the Employer initiated review shall be completed within ninety (90) days of the changes made to an existing position. Failure to complete the review within ninety (90) days shall render the review abandoned. The Employer shall send the results to the Union along with a copy of the request, job description, questionnaire, rating sheet and other documentation the Employer used in making its determination. Article 23.05 shall apply.

#### **23.04 Disclosure to the Union**

When the Employer forwards a new or revised job description to the Union, the Employer shall forward a copy of the employee questionnaire, rating sheets and other documentation it used in order to rate the position under the job evaluation plan.

#### **23.05 Dispute Resolution**

Within thirty (30) days of receipt of a new or revised job description and/or the Employer’s rating of a position pursuant to this Article, the Union may reply, in writing, that it disagrees with the job description and/or the rating.

Failure by the Union to file its disagreement with the Employer within the thirty (30) days shall render a dispute unarbitrable and the Employer’s decision shall be implemented. When the Union files its disagreement with the Employer, a meeting shall be scheduled within twenty (20) working days with up to three (3) representatives from each party to discuss the differences and attempt to reach agreement. If the parties are unable to reach agreement over a job description and/or a rating then the dispute shall be defined and referred to a single arbitrator pursuant to Article 11.08, Expedited Arbitration, except that (v) shall not apply. Up to three (3) Union representatives shall be granted leave of absence without loss of pay when involved in this dispute resolution process.

### **23.06 Implementation of Results**

The results of a matter processed pursuant to this Article, shall not be implemented nor conveyed to an affected employee until the matter is considered concluded pursuant to this Article.

### **23.07 Job Evaluation Plan Part of Collective Agreement**

The Joint Gender Neutral Weighted Point Job Evaluation Plan including the questionnaire, as agreed between the Employer and the Union, forms part of this collective agreement as an Appendix.

### **23.08 Positions to be Posted**

- (i) Where the re-evaluation of a position results in a three (3) or more pay grade wage rate increase for the position, then such position shall be posted as a vacancy. Should the Employer and Union agree, the position may be posted if a two (2) pay grade wage rate increase was the result of a re-evaluation.
- (ii) Where an incumbent employee is not the successful applicant for the posted vacancy, then such employee shall be laid off and exercise bumping rights pursuant to this collective agreement.

### **23.09 Salary Protection**

- (i) Employees identified by name and job title (as attached as Appendix 2) and those whose positions are under review prior to the date of ratification, shall maintain their existing rate of pay (as of December 31, 2000) and shall receive all general wage increases for the duration of the current collective agreement while such employee remains in their current position.
- (ii) An employee, whose position has been re-evaluated downward as a result of an application for evaluation received after July 6, 2001, to a pay grade below that pay grade presently received by the employee, shall be "blue-circled". Such employee shall also be advised of their bumping rights pursuant to Article 14.01(i)(d).
- (iii) For the purposes of this Article, "blue-circled" means that the employee shall continue to receive fifty-percent (50%) of the negotiated wage increases applicable to the employee's re-evaluated position until the wage rate of the employee's position equals or exceeds the wage rate being received by the employee.

## **ARTICLE 24, LEAVE OF ABSENCE FOR UNION OFFICIALS**

### **24.01 List of Union Officials**

The Union shall submit to the City, within fourteen (14) days following their appointment, a list of the official representatives of the Union together with a list of the officers and shop stewards.

### **24.02 Leave For Union Business**

- (i) Time off with pay shall be granted to official representatives of the Union by the Employer when it becomes necessary to transact business in connection with matters affecting both parties to this Agreement; and without limiting the generality, shall include Union-Management meetings, grievance meetings and arbitration hearings. The official representatives of the Union granted time off with pay under this Article shall be limited to three (3) in number. For purposes of collective bargaining the official representatives granted time off with pay shall be limited to four (4) in number.
- (ii) Time off without pay may be granted to representatives of the Union upon written reasonable notice to the Employer when it becomes necessary to transact business in connection with matters affecting members of the Union or to attend Union education courses or conventions. The Employer will give full consideration as to whether or not the requested time off will be granted.

## **ARTICLE 25, JURY AND COURT WITNESS DUTY**

**25.01** The City shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The City shall pay such employee the difference between his normal earnings and the payment he receives for jury service or court witness duty. The employee will present proof of service and the amount of payment received.

## **ARTICLE 26, LEAVE OF ABSENCE**

- 26.01** (i) Leave of absence for education, skills upgrading or such other training purposes, as may be approved by the department head and the Director of Human Resources, shall not be a reason for loss in seniority. Continuation of all or a portion of the employee's benefits shall be determined in writing, prior to the granting of leaves of absence for this purpose.
- (ii) The Employer shall give reasonable consideration to requests for other leaves of absence without pay. Benefit coverage shall be according to Articles 22.02 and 28.06.

### **26.02 Public Office Leave**

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

### **26.03 Leave for Full Time Union Duties**

- (i) An employee who has been offered a temporary or full-time position with the Canadian Union of Public Employees, the British Columbia Federation of Labour, or the Canadian Labour Congress shall be granted unpaid leave of absence without loss of seniority for the term of their appointment.
- (ii) An employee elected to a full-time Union office shall be granted unpaid leave of absence for their term of office. During such leave of absence, benefits and entitlements shall be frozen and shall not continue to accrue or be utilized by that elected employee.
- (iv) A request for such leaves shall be provided to the Employer in writing a minimum of thirty (30) days prior to the effective date of the leave.

### **26.04 Leave for Taking Training Courses**

- (i) 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.
- (ii) An employee authorized by the Employer to attend a technical training course or a seminar on a scheduled day of rest or after their shift shall receive time-off work at their regular rate of pay equivalent to the time spent at the training course. The employee shall receive one hour of time off work for each hour of instruction. The time off work shall be scheduled by mutual agreement of the employee and the Employer.
- (iii) Travel time shall only be paid if the course is beyond the Greater Victoria area. Travel time to and from the location of the course outside an employee's normal hours of work shall be compensated up to a maximum of three (3) hours to the course and three (3) hours from the course at the regular rate of pay to be taken in pay or time off. Any time off work shall be scheduled by mutual agreement of the employee and the Employer.

### **26.05 Leave to Attend Union Meetings**

Subject to adequate notice and operational requirements, an employee working an afternoon shift shall be granted up to one (1) hour leave without pay to attend an evening Union meeting which has been scheduled during their shift.

### **26.06 Employer Meetings**

An employee authorized by the Employer to attend a meeting that is scheduled prior to or after their shift shall have such time considered on overtime and shall be paid in accordance with Article 16.02 for time spent outside of their shift.

### **26.07 Benefit Trust Leave**

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

### **26.08 Compassionate Leave**

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

- (i) Death of a family member (family member includes spouse, common-law spouse, parents, children, step children, step parents, brother, sister, in-laws, grandparents, grandchildren, foster parents, foster children, same sex spouse, or any other relative who has been living at the same residence as the employee) – up to three (3) days.
- (ii) The Employer may also authorize reasonable travel time with pay to a maximum of two (2) additional days in instances where such time is deemed appropriate as a result of the location where the employee shall be attending the funeral.
- (iii) Other than the compassionate leave mentioned above, employees may be granted leave with pay for short periods to attend a funeral or act as a pallbearer – up to one half ( $\frac{1}{2}$ ) day per year.

### **26.09 Union Counsellor Leave**

- (i) When requested by the Employer, a Union Counsellor shall be granted reasonable leave without loss of their regular rate of pay to advise employees about support services available to them in the community which may be of assistance in resolving personal problems. A Union Counsellor may also be requested by the Employer to help defuse or prevent problematic personal situations of an employee which may affect the workplace.
- (ii) A Union Counsellor shall not be utilized as a substitute for the Employee Family Assistance Program or the grievance procedure.
- (iii) All Union Counsellors will be appointed by the Union and will have received appropriate referral training.
- (iv) The Employer shall be supplied with a current list of such counsellors appointed by the Union.

## **ARTICLE 27, MATERNITY AND PARENTAL LEAVE**

### **27.00 Definitions**

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

### **27.01 Length of Leave**

(i) **Birth Mother**

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave. In the event the birth mother dies or is totally disabled, an employee who is a parent of the child shall be entitled to both maternity and parental leave without pay.

(ii) **Parental Leave**

Other than the birth mother, a parent shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

(iii) **Extensions - Special Circumstances**

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

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

(iv) **Maximum Allowable Leave**

It is understood that the maximum allowable leave or combination of leave entitlements pursuant to this Article shall be fifty-two (52) continuous weeks or the maximum permitted by Employment Insurance.



## **27.02 Notice Requirements and Commencement of Leave**

- (i) An employee who requests parental leave shall be required to provide proof of adoption or birth of the child.
- (ii) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. In the case of adoption of a child, the employee shall provide as much notice as possible.
- (iii) Where the duties of a pregnant employee cannot reasonably be performed because of the pregnancy an appropriate accommodation shall be explored between the parties prior to the Employer requiring the pregnant employee to commence maternity leave before her scheduled leave. In such cases the employee's previously scheduled leave period will not be affected.
- (iv) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (v) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (vi) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

## **27.03 Return to Work**

On resuming employment an employee shall be reinstated to their previous position or a comparable position if their previous position has been eliminated, and for the purposes of pay increments and benefits, referenced in 27.05 herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

#### **27.04 Sick Leave**

- (i) An employee who suffers any illness or disability prior to commencing maternity leave shall be entitled to sick leave benefits.
- (ii) An employee while on maternity leave or parental leave shall not be entitled to sick leave benefits during the period of leave.
- (iii) Notwithstanding section (ii), an employee on maternity leave or parental leave who has notified the Employer of their intention to return to work pursuant to Articles 27.02 (iv) and (v) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

#### **27.05 Benefits**

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

#### **27.06 Supplementary Employment Insurance Benefits**

- (i) The SEIB Plan is intended to supplement the Employment Insurance benefits received by an employee while they are temporarily unable to work as a result of giving birth.
- (ii) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (iii) Subject to the approval of the Employment Insurance Commission, parents who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.

- (iv) The SEIB Plan payment is based on the difference between the Employment Insurance benefit and any other earnings received by an employee and one hundred percent (100%) of their gross weekly earnings and is paid for the first seventeen (17) weeks, which includes the two (2) week Employment Insurance waiting period, and provided the employee continues to receive Employment Insurance benefits.
- (v) Should an employee resign prior to the expiration of their maternity or parental leave, or fail to remain in the active employ of the Employer for at least six (6) months after their return to work, the Employer shall recover monies paid pursuant to the SEIB Plan on a pro-rated basis.
- (vi) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (vii) Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time an employee is receiving benefits. Under this SEIB Plan the Employer does not guarantee any specific level of earnings but rather is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any payback arising from changes to or the application of the tax regulations.

#### **27.07 Seniority**

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

### **ARTICLE 28, BENEFIT PLANS**

#### **28.01 Medical Services Plan and Extended Health Benefits**

- (i) The Employer shall contribute eighty percent (80%) of the monthly cost of a regular employee's participation in the B.C. Medical Services Plan and the Extended Health Benefits Plan under the trusteeship of the Capital Area Benefit *Trust*, provided that the employee agrees to contribute the remaining twenty percent (20%) on a check-off basis.

- (ii) The Extended Health Benefit coverage shall include:
- (a) vision care providing for full reimbursement towards the cost of the purchase of one (1) pair of eyeglasses or laser eye surgery every two (2) years for each regular employee and his dependents to a maximum cost of four hundred dollars (\$400.00);
  - (b) hearing aids to a maximum of two thousand dollars (\$2000.00) every five (5) years. Effective January 1, 2012 the maximum shall be increased to three thousand dollars (\$3,000.00) every five (5) years;
  - (c) an unlimited lifetime maximum;
  - (d) BlueNet;
  - (e) no deductible;
  - (f) eye examinations for each regular employee and dependents to a maximum of seventy-five dollars (\$75.00) every two (2) years. Effective January 1, 2012 the eye examinations for each regular employee and dependents shall be increased to one hundred dollars (\$100.00) every two (2) years.

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

## **28.02 Dental Plan**

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

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

### **28.03 Group Life Insurance**

- (i) All regular employees shall participate in the Group Life Insurance Plan, under the trusteeship of the Capital Area Benefit Trust, as a condition of continued 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, and accidental death and dismemberment coverage as defined in the Plan, plus such optional benefits as offered by the trustees of the Capital Area Benefit *Trust* which each employee desires. Effective January 1, 2012 the basic life insurance coverage amount shall be amended to three (3x) such employee's annual salary, rounded upwards to the next higher thousand.
- (ii) The Employer shall pay eighty percent (80%) of the cost of the premiums of the basic group life insurance and accidental death and dismemberment coverage, and the employee shall contribute the remainder. However, all premiums for any optional benefits shall be borne solely by the employee.

### **28.04 Municipal Pension Plan**

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

### **28.05 Effective date of benefit coverage**

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

### **28.06 Maintenance of Benefit Coverage**

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

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

### **28.07 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.

### **28.08 Long Term Disability Plan**

- (i) The Employer and the Union shall participate in the Long Term Disability Plan provided under the joint GVLRA/CUPE LTD Trust, or its successor trust when applicable, pursuant to the Trust Agreement executed by Trustees representing the Union and the Greater Victoria Labour Relations Association on behalf of the Employer effective January 1, 1987, which Trust Agreement may be amended from time to time by the Trustees.

- (ii) All regular employees shall participate in this LTD Plan as a condition of continued employment. The required contributions for this coverage shall be as determined and amended from time to time by the Trustees and shall be shared equally by each employee through payroll deduction and the Employer (50% each), provided that in no event shall the total cost of such coverage exceed three 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%) total cost is maintained.
- (iii) The terms and conditions of this LTD Plan shall be as determined and amended from time to time by the Trustees, but in no event shall these benefits provide for other than the following, provided such benefits can be maintained for the total cost of three percent (3%) of payroll:
  - (a) 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. Effective October 1, 2007 the said benefit level will be increased from sixty percent (60%) to seventy percent (70%).
  - (b) A definition of disability which permits an employee to become eligible for benefits when completely unable to engage in 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.
  - (c) A seventeen (17) week qualification period from the date of disability during which no benefit is payable under the Plan.
- (iv) All claims for LTD coverage shall be adjudicated and administered by a carrier selected for such purposes by the Trustees. The terms of the Trust Agreement and Plan Documents as applicable shall apply to all matters not specifically addressed in this Article. Should a conflict arise between this Article and any of the above documents, this Article shall always apply.

(v) Benefits While on Long Term Disability

- (a) An employee must make application for Long Term Disability benefits while on an extended sick leave and prior to the completion of the qualification period, and that if the employee is accepted for Long Term Disability benefits that the employee shall commence Long Term Disability upon completion of the qualification period.
- (b) An employee during the qualification period and while in receipt of Long Term Disability benefits shall be considered to be on approved leave of absence. Such an employee, including one engaged in rehabilitation employment with the Employer, shall continue to be covered by the provisions of the Medical Services Plan, Extended Health Plan, Group Life Insurance and Dental Plan.

While in receipt of Long Term Disability payments, contributions to Municipal Pension Plan shall be waived and such status shall be reported to the Plan.

- (c) For recipients on Long Term Disability benefits the eighty/twenty 80/20 premium cost sharing for the above plans shall remain for the first two (2) years while on long term disability after which the access to such benefits ceases unless the long term disability recipient opts to continue benefit coverage by assuming the full premium costs of such benefits.

For recipients on Long Term Disability benefits the eighty/twenty (80/20) premium cost sharing for the above plans shall remain for the first two years while on long term disability after which the benefit costs shall be shared fifty per cent (50%) by the Employer and fifty per cent (50%) by the recipient for the duration of the claim.

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



## **28.09 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:

- (i) They were previously enrolled in such plans and will not have a break in benefit coverage, and
- (ii) 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.

## **28.10 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 29, OCCUPATIONAL HEALTH AND SAFETY**

### **29.01 Mutual Co-operation**

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

### **29.02 Hazardous Substances**

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

### **29.03 Occupational Health and Safety Committee**

The parties agree to participate in an Occupational Health and Safety Committee per the WorkSafeBC Regulations.

#### **29.04 Sheltered Transportation**

The City agrees to provide sheltered transportation for certain employees engaged on maintenance or construction projects beyond the City limits and the Limits of the Township of Esquimalt, without expense to the employees; provided that the City shall not be required under any circumstances to pay for such transportation except for the distances beyond the said limits, and subject to the discretion of the head of the department.

#### **29.05 Proper Facilities**

Providing suitable facilities are not readily available, and where exigencies of the situation justify such action, wherever possible all employees covered by this Agreement shall have proper facilities for eating, cleanliness and comfort, and for drying work clothes.

#### **29.06 Safety Footwear**

The Employer shall replace existing safety footwear for employees who have passed their probationary period. The Employer shall utilize a “chit” system and contribute one hundred dollars (\$100.00) annually towards the purchase of footwear required by WorkSafeBC

“Boot chits” shall be issued no later than January 31<sup>st</sup> of each year and copied to the Union.

#### **29.07 Accident Investigations**

All accident investigations shall include one safety committee member appointed by the Union. The Employer shall pay for all time off as per Article 24.02 (i).

#### **29.08 WorkSafeBC and Wages Upon Leave**

Where an employee suffers from a disease or illness or incurs personal injury and the employee is entitled to compensation therefore under the Workers' Compensation Act, the employee shall be compensated as follows:

- (i) Auxiliary employees claiming WorkSafeBC benefits will be placed on leave without pay at the end of the shift they were working at the time of injury. WorkSafeBC will pay benefits directly to the auxiliary employee.

- (ii) Regular employees claiming WorkSafeBC leave will be placed onto WorkSafeBC payroll status beginning the day or shift after they cease work subject to the following:
  - (a) Because the Employer will be paying the employee, any wage loss benefits received from WorkSafeBC will be paid to the Employer.
  - (b) Regular employees may receive pay equal to that provided by WorkSafeBC (e.g. ninety percent 90% of net) only for the number of days equal to their paid sick leave, vacation and banked overtime entitlements. This will be done provided that the employee give written pre-authorization for the Employer to deduct time from paid entitlements should WorkSafeBC deny the claim. Otherwise, the employee will be on a leave of absence without pay.
  - (c) If a regular full-time, regular part-time or seasonal employee's claim is accepted by WorkSafeBC, there will be no debit of the employee's paid entitlements.
  - (d) If a regular employee's claim is denied by the WorkSafeBC adjudicator, the employee's paid entitlement will be debited to cover the time off work.
  - (e) If a claim is subsequently accepted due to appeal, the appeal decision will be implemented at that time.

#### **29.09 Immunization**

The Employer shall arrange immunizations for all those employees whose duties qualify them for the dirty pay provisions of the collective agreement shall, if requested by the employee, be immunized against Hepatitis A and B at the Employer's expense.

## **ARTICLE 30, PROTECTIVE CLOTHING**

**30.01** Upon reasonable request, the Employer shall supply through laundry service or direct issue appropriate coveralls or smocks, on an as needed basis.

The mandatory issue of coverall suits shall be as follows:

Aerial Lift Truck Operator	Milling Machine Operator I
Asphalt Crusher Operator	Milling Machine Operator II
Asphalt Plant Operator	Packer Operator
Automotive Serviceperson	Painter
Backhoe Operator	Parks Equipment Serviceperson
Catch Basin Cleaner Operator	Parks Tractor Operator
Curb Extender Operator	Pump Inspector
Excavator Operator	Pump Repair Assistant
Flat Deck Crane Operator	Senior Bridge Operator
Flusher Truck Operator	Skidsteer Loader Operator
Jet Rodder Operator	Small Engine Technician
Leadhand – Mechanical	Street Sweeper Operator
Leadhand – Welding and Fabrication	Tractor Trailer Operator
Loader Operator	Tandem Dump Truck Operator
Mechanical Technician	Welder Fabricator
Mechanical Technician – Fire	Welder's Assistant
Yard Maintenance Person	

**30.02** The City also agrees to the issuance of two (2) per year of a suitable jacket and pants for regular employees in the Solid Waste & Recycling Section and the Street Cleaning Section of the Engineering Department.

### **30.03 Gloves**

- (i) All Outside employees shall be issued one (1) pair of leather gloves or two (2) pairs of rubber gloves.
- (ii) All Inside employees, upon reasonable request, shall be issued gloves as required to do the work in question.
- (iii) Replacement gloves shall be provided on an “as needed” basis upon presentation of the damaged or worn-out pairs that had been previously issued.

**30.04** Upon reasonable request, the Employer shall issue rubber boots and rain gear on an as needed basis.

### **30.05 Uniforms**

Where there is mutual agreement between the Union and the Employer, mandatory uniforms may be implemented in a Department or Section pursuant to the following:

- (i) The required type, style and number of pieces of clothing must be mutually agreed to by the Union and the Employer. Any changes made in the type, style and number of pieces of clothing must be mutually agreed to by the Union and the Employer.
- (ii) All existing employees and new employees at the time of hire in the Department or Section shall receive the agreed to items of clothing (uniform). The City of Victoria will provide all items of clothing (uniform) and such uniform will remain the property of the City of Victoria and shall be returned to the Employer upon termination of employment in that Department or Section. All costs of providing the uniforms including any applicable taxes shall be borne by the Employer.
- (iii) Each employee in the Department or Section that receives uniforms according to this Article shall be provided with a cleaning service at no cost to the employee and the frequency of cleaning shall be as required.
- (iv) All damage to uniforms issued by the City of Victoria incurred in the course of an employee's duties shall be assumed by the City of Victoria. Replacement uniforms will be provided as required by the City of Victoria.
- (v) The mutual agreement for mandatory uniforms may be cancelled at any time by the Union or the Employer upon thirty (30) days written notice to the other party.

### **ARTICLE 31, EMPLOYEE RECORDS**

- 31.01**
- (i) Each employee shall be entitled to receive a record of their sick leave standing and any personal appraisal or disciplinary action that is added to their file.
  - (ii) In the event an employee wishes to review their personnel file, the employee may by appointment with the Human Resources Department have access to such file.
  - (iii) Should an employee disagree with any documentation maintained in the personnel file, then the employee may object in writing and such objection shall be retained by the Employer in the employee's personnel file.

### **31.02 Discipline**

- (i) The City Manager (or his designate) will give every reasonable consideration to a request in writing from an employee to remove from their personnel file any formal discipline other than performance appraisals. Any disciplinary document may be removed at the discretion of the City Manager (or his designate) 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.
- (ii) Performance appraisals shall not be used as the basis for discipline.
- (iii) "Designate" shall be defined as the management representative from the department where the incident happened.
- (iv) An employee shall be advised of their right to Union representation at any potential disciplinary meeting between the employee and representatives of the Employer.
- (v) Where practical, the Employer will provide the employee with twenty-four (24) hours notice prior to any such scheduled meeting in order for the employee to seek union representation.

## **ARTICLE 32, TECHNOLOGICAL CHANGE**

- 32.01**
- (i) The Union recognizes the right of the Employer to introduce technological change for the purpose of improving operating efficiency.
  - (ii) Where a technological change is to be implemented which (1) affects the terms and conditions, or security of employment of a significant number of employees to whom the Collective Agreement applies; and (2) 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.
  - (iii) 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.
  - (iv) 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.

- (v) 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 33, SUBCONTRACTORS**

- 33.01** (i) All subcontractors of the City shall provide wages which are at least equal to those specified in this Agreement when work of a similar or same nature is performed.
- (ii) If a complaint is filed by the Union, supported by reasonable information or evidence, the City reserves the right to audit or have an independent auditor audit the sub-contractor's payroll records.

### **ARTICLE 34, CONTRACTING OUT**

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

### **ARTICLE 35, TERM OF AGREEMENT**

#### **35.01 Term**

This Agreement shall be in effect from and including, January 1, 2021 to and including December 31, 2021, and shall continue in effect from year to year thereafter, subject to the right of either party, within four (4) months immediately preceding the expiry date or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, to require the other party to commence collective bargaining, with a view to the conclusion of a renewal or a revision of this Agreement, or a new Agreement.

#### **35.02 Continuation Clause**

Should either party give written notice to the other party in accordance with Article 35.01, this Agreement shall thereafter continue in full force and effect, until the Union shall commence a legal strike or the Employer shall commence a legal lockout, or the parties shall conclude a renewal or revision of this Agreement, or a new Agreement.

### **35.03 Notice to Bargain**

In the case of notice to the Union, such notice shall be deemed to have been sufficiently given if delivered or mailed by prepaid registered post within the required time to the Union, at the CUPE Local 50 office in Victoria, B.C.; and in the case of the City, if delivered or mailed in the same manner to the City Manager at City Hall in Victoria, B.C.

### **35.04 Section 50 Excluded**

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

### **35.05 Retroactivity**

- (i) Except where otherwise specifically provided, the effective date of all amendments to this Agreement shall be on the date of execution first above written, however, adjustments to salaries shall apply as provided in Schedule "A" – Outside and Schedule "A" and "B" – Inside.
- (ii) Retroactive pay shall be paid at the earliest date practical, but not later than thirty (30) calendar days, following the date of execution of this Agreement.

## **ARTICLE 36, LETTERS OF UNDERSTANDING**

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

- Letter # 1 Grandfather Provisions – Sick Leave Payout and Sick Leave Accrual
- Letter # 2 Job Sharing
- Letter # 3 Auxiliary Employee Troubleshooter
- Letter # 4 Deferred Salary Leave Plan
- Letter # 5 Scheduling Hours of Work for Client Services Employees at the Victoria Conference Centre
- Letter # 6 Rehabilitation and Retraining Program
- Letter # 7 Salary Sharing for Auxiliary Employees
- Letter # 8 Re-employment of Auxiliary Employees – Outside



- Letter # 9 Re-employment of Auxiliary Employees – Inside
- Letter # 10 Dirty Pay
- Letter # 11 Work Schedule for Pool Operators at Crystal Pool
- Letter # 12 Hours of Work for Recreation Employees at Crystal Pool and Royal Athletic Park
- Letter # 13 Job Evaluation Plan Review
- Letter #14 Co-op Student Employment
- Letter # 15 Apprenticeship Training Program
- Letter # 16 Living Wage
- Letter # 17 Leaves of Absence: Intimate, Personal & Relationship Violence

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this 4<sup>th</sup> day of *January* in the year 2021, in the City of Victoria, Province of B.C.

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President, CUPE Local 50

\_\_\_\_\_  
Head of Human Resources

\_\_\_\_\_  
1<sup>st</sup> Vice-President, CUPE Local 50

\_\_\_\_\_  
2<sup>nd</sup> Vice-President, CUPE Local 50

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**SCHEDULE "A" - OUTSIDE POSITION LISTING**

<b>JOB CODE</b>	<b>PAY GRADE</b>	<b>JAN 1/2021 2%</b>
	<b>PAY GRADE 1</b>	27.11
632 633 500	<b>PAY GRADE 2</b> Flagger Labourer - General Refuse Collector	27.65
613 507 509	<b>PAY GRADE 3</b> Forklift Operator Welder's Assistant Wicket Attendant	28.24
618 506 634 505 504 616 677 642 508 614 617 771	<b>PAY GRADE 4</b> Asphalt Crusher Operator Catch Basin Cleaner Assistant Concrete Finisher's Assistant Fleet Equipment Service Person Jet Rodder Assistant Loader Operator Mechanical Rodder Assistant Parks Maintenance Worker Pipelayer's Assistant Road Maintenance Assistant Skidsteer Loader Operator Utility Assistant	28.77
523 620 534 537 538 525 645 531 522 524 520	<b>PAY GRADE 5</b> Bridge Operator Flusher Truck Operator Packer Operator Service Truck Driver Small Equipment Serviceperson Small Packer Operator Street Cleaning Operator Street Sweeper Operator Tandem Dump Truck Operator Traffic Markings Painter Yard Maintenance Person	29.35

<b>JOB CODE</b>	<b>PAY GRADE</b>	<b>JAN 1/2021 2%</b>
	<b>PAY GRADE 6</b>	29.95
543	Automotive Serviceperson	
622	Curb Extruder Operator	
517	Leadhand – Refuse Collection	
643	Senior Parks Maintenance Worker	
	<b>PAY GRADE 7</b>	30.81
761	Backhoe Tandem Truck Operator	
528	Concrete Finisher	
539	Parks Yard Serviceperson	
529	Road Construction Worker	
653	Road Maintenance Worker	
777	Tandem Dump Truck Operator - Utilities	
526	Truck Driver - Road Maintenance	
800	Sign Shop Maintenance Worker	
778	Service Truck Driver - Utilities	
760	Utility Operator 1	
	<b>PAY GRADE 8</b>	32.14
547	Backhoe Excavator Operator	
551	Excavator Operator	
554	Leadhand - Traffic Markings Painter	
758	Parks Resource Assistant	
544	Parts and Service Driver	
626	Public Works Service Person	
644	Trades Assistant	
553	Traffic Controller	
772	Utility Locator	

<b>JOB CODE</b>	<b>PAY GRADE</b>	<b>JAN 1/2021 2%</b>
	<b>PAY GRADE 9</b>	33.79
550	Catch Basin Cleaner Operator	
549	Jet Rodder Operator	
559	Leadhand - Sign Fabrication	
542	Milling Machine Operator	
557	Painter	
556	Parks Equipment Serviceperson	
776	Paver Operator	
560	Rodding Machine Operator	
548	Senior Bridge Operator	
562	Small Engine Technician	
545	Tractor Trailer Operator	
	<b>PAY GRADE 10</b>	35.48
571	Leadhand - Concrete	
606	Leadhand - Roads	
676	Leadhand - Street Cleaning	
564	Leadhand - Thermal Paving	
570	Leadhand - Underground	
757	Natural Areas Field Technician	
639	Trades Gardener	
641	Trades Groundskeeper	
762	Utility Operator 2	
563	Waterworks Fitter Mechanic	
	<b>PAY GRADE 11</b>	37.28
561	Asphalt Plant Operator	
680	Leadhand Arborist	
624	Leadhand - Parks Equipment Serviceperson	
574	Leadhand - Cemetery Operations	
565	PRV and Pump Inspector	
578	Senior Leadhand - Concrete	
579	Senior Leadhand - Roads	
607	Senior Leadhand - Milling	
652	Senior Leadhand - Support Services	
577	Senior Leadhand - Underground	
580	Senior Leadhand - Waterworks	
573	Utility Arborist	
610	Video Inspection Operator	

<b>JOB CODE</b>	<b>PAY GRADE</b>	<b>JAN 1/2021 2%</b>
	<b>PAY GRADE 12</b>	39.14
750	Equipment Technician	
581	Leadhand - Nursery	
569	Leadhand - Parks Operations	
584	Mechanical Technician	
585	Mechanical Technician – Fire	
752	Senior Irrigation Technician	
627	Senior Leadhand - Solid Waste and Recycling	
774	Technical Field Arborist	
765	Utility Operator 3	
587	Welder Fabricator	
	<b>PAY GRADE 13</b>	41.14
636	Assistant Supervisor - Arboriculture and Natural Areas	
596	Assistant Supervisor - Concrete	
763	Assistant Supervisor - Ornamental Horticulture / Nursery Operations	
630	Assistant Supervisor - Parks Operations	
756	Assistant Supervisor - Parks Infrastructure	
592	Assistant Supervisor - Roads & Bridges	
588	Assistant Supervisor - Solid Waste	
566	Assistant Supervisor - Street Cleaning	
779	Assistant Supervisor – Urban Forestry (Large Tree Specialty)	
638	Environmental Technician	
575	Leadhand - Painting	
646	Tree Preservation Coordinator	
764	Utility Maintenance Coordinator	
	<b>PAY GRADE 14</b>	43.20
591	Assistant Supervisor - Water & Underground Utilities - Construction	
770	Assistant Supervisor - Water & Underground Utilities - Maintenance	
595	Leadhand - Mechanical	
594	Leadhand - Welding and Fabrication	
766	Works Technologist	

<b>JOB CODE</b>	<b>PAY GRADE</b>	<b>JAN 1/2021 2%</b>
	<b>PAY GRADE 15</b>	45.37
767	Supervisor - Roads & Bridges	
768	Supervisor - Sidewalks & Concrete	
651	Supervisor - Solid Waste and Recycling	
628	Supervisor - Surface Infrastructure, Construction and Maintenance	
609	Supervisor - Street Cleaning	
612	Supervisor - Tool Depot	
	<b>PAY GRADE 16</b>	47.64
637	Supervisor - Arboriculture	
629	Supervisor - Fleet & Power Equipment Maintenance	
648	Supervisor - Parks Construction, Irrigation & Capital Projects	
751	Supervisor - Parks Operations	
773	Supervisor - Parks Operations (Arboriculture and Natural Areas Specialty)	
769	Supervisor - Parks Operations (Ornamental Horticulture/Nursery Operations)	
755	Supervisor - Underground Utilities Construction	
759	Supervisor - Waterworks and Underground Utilities Maintenance	
	<b>PAY GRADE 17</b>	50.06
	<b>PAY GRADE 18</b>	52.56
	<b>PAY GRADE 19</b>	55.24
	<b>PAY GRADE 20</b>	57.99

**SCHEDULE 'A' - INSIDE POSITION LISTING**

<b>JOB CODE</b>	<b>PAY GRADE</b>	<b>JAN 1/2021 2%</b>
	<b>PAY GRADE 1</b>	27.11
4356	Elections Assistant	
	<b>PAY GRADE 2</b>	27.65
4430	Co-op Student	
4001	Parking Meter Collection Person	
4386	Youth Strategy Assistant	
	<b>PAY GRADE 3</b>	28.24
4003	Building Service Worker	
4004	Parkade Attendant	
4424	Parking Ambassador	
2018	Cashier - Recreation Services	19.98
	<b>PAY GRADE 4</b>	28.77
4002	Building Service Worker - Crystal Pool	
4248	Clerk	
4007	Leadhand – Lifeguard	
4353	Webcasting/Audio-Visual Equipment Operator	
2015	Lifeguard/Instructor	22.19
	<b>PAY GRADE 5</b>	29.35
4010	Clerk - Recreation Services	
4012	Data Entry Operator	
4232	Print Shop Assistant	
4006	Water Meter Reader	
4009	Window Cleaner	
	<b>PAY GRADE 6</b>	29.95
4033	Engineering Assistant	
4292	Event Clerk	
4278	Project Research Assistant	

<b>JOB CODE</b>	<b>PAY GRADE</b>	<b>JAN 1/2021 2%</b>
	<b>PAY GRADE 7</b>	30.81
4235	Clerk - Administrative Support and Claims	
4221	Clerk – Finance	
4024	Clerk Typist - Fire Prevention	
4040	Client Services Representative - VCC*	
4357	Customer Service Ambassador	
4064	Secretary - Engineering Administration	
	<b>PAY GRADE 8</b>	32.14
4035	Accounting Clerk - Conference Centre Administration	
4230	Administrative Assistant - Engineering	
4091	Aquatic Leader	
4023	Assistant Storekeeper**	
4080	Clerk - Accounts Payable	
4054	Clerk - Arts, Culture and Events	
4264	Clerk - Bylaw	
4249	Clerk - Engineering Operations & Dispatch*	
4038	Clerk - Parking Services	
4016	Clerk - Parks, Recreation and Community Development	
4364	Clerk - Utilities / Accounts Receivable	
4046	Facility Operations Coordinator - Conference Centre	
4226	Leadhand Building Service Worker - Event Services	
4085	Print Shop Operator	
4269	Senior Clerk - Engineering Operations*	
4239	Technical Assistant - Engineering Services	
4423	Technical Assistant - Public Works	



<b>JOB CODE</b>	<b>PAY GRADE</b>	<b>JAN 1/2021 2%</b>
	<b>PAY GRADE 9</b>	33.79
4026	Emergency Management Community Liaison	
4355	Engagement Assistant	
4030	Facilities Maintenance Worker	
4025	Leadhand - Building Services	
4073	Parking Meter Serviceperson	
4372	Parking Review Representative	
4339	Permit Services Representative	
4081	Permits and Administrative Assistant	
4082	Pool and Building Operator	
4223	Public Service Representative	
4259	Arts & Events Technical Coordinator	
4309	Records and Information Access Assistant	
4419	Recreation Programmer Assistant	
4057	Sales Assistant	
4214	Secretary - City Council / Committee of the Whole	
4099	Secretary - Corporate Administration	
4068	Secretary - Planning	
4059	Senior Clerk / Storeperson	
4107	Technical Assistant - Assets & Infrastructure	
	<b>PAY GRADE 10</b>	35.48
4257	Accounting Clerk	
4231	Administrative and Protocol Assistant	
4422	Bylaw Coordinator	
4290	Coordinator - Office Administration / Special Events	
4328	Legal Assistant	
4094	Office Coordinator - Finance	
4267	Office Coordinator - Parks	
4112	Secretary - City Council	

JOB CODE	PAY GRADE	JAN 1/2021 2%
	<b>PAY GRADE 11</b>  4121 Administrative Assistant - Planning 4146 Aquatic Programmer 4389 Assistant Supervisor - Building Services 4123 Coordinator - Parkades 4103 Coordinator - Permits / Office Administration 4377 Cultural Programmer 4131 Engineering Technician - Underground Design 4399 Engineering Technician - Right of Way Management 4201 Facility and Event Coordinator 4115 Office Coordinator - Engineering 4117 Payroll Administrator 4340 Permits Technician 4383 Planning Assistant 4130 Planning Technician 4255 Recreation Programmer 4109 Storekeeper** 4345 Transportation - Engineering Technician	37.28
	<b>PAY GRADE 12</b>  4093 Assistant Archivist 4229 Business Coordinator - Fleet Equipment Management Program* 4215 Computer Support Technician 4284 Coordinator - PSC/Cash Management 4244 Financial Analyst - Accounts Receivable/Business License 4414 Financial Analyst - Financial Services 4238 Financial Analyst - Utility Billing 4342 Geographic Information Systems (GIS) Technician 4134 Landscape Design Technician 4350 Maintenance Planner 4089 Supervisor - Facility & Event Operations 4220 Surveyor - Engineering Assets and Infrastructure 4096 Telestaff Office Coordinator - Fire Department	39.14

<b>JOB CODE</b>	<b>PAY GRADE</b>	<b>JAN 1/2021 2%</b>
	<b>PAY GRADE 13</b>	41.14
4354	Application Developer	
4301	Aquatic Coordinator	
4217	Buyer	
4110	Bylaw Officer	
4359	Correspondence Coordinator	
4338	Downtown Programs Liaison	
4126	Financial Analyst - Property Taxes	
4304	Graphic Designer	
4271	Marketing Coordinator	
4363	Online Engagement Strategist	
4352	Planning Analyst	
4393	Supervisor of Administration - Parks, Recreation & Facilities	
4369	Supervisor - Parking Services	
4296	Supervisor - Recreation Administration and Customer Service	
4403	Technologist - Transportation Design - Bicycle Master Plan	
4268	Transportation Technician	
	<b>PAY GRADE 14</b>	43.20
4374	Arts, Culture & Events Liaison	
4141	Assistant Supervisor - Building Maintenance	
4410	Construction Program Coordinator – Bicycle Master Plan	
4104	Financial Analyst - Accounting Services	
4222	Financial Analyst - Budgets	
4371	Food Systems Coordinator	
4272	Land Development Technologist	
4333	Senior Bylaw Officer	
4311	Senior Planning Technician	
4213	Sewer and Stormwater Quality Technologist	
4142	Survey Coordinator	
4412	Sustainability Analyst - Zero Waste	
4153	Technical Support Analyst	
4147	Technologist - Transportation Design	
4212	Technologist - Underground Design	
4152	Utilities Planning Technologist	

<b>JOB CODE</b>	<b>PAY GRADE</b>	<b>JAN 1/2021 2%</b>
	<b>PAY GRADE 15</b>	45.37
4228	Accounts Receivable Coordinator	
4163	Building & Plumbing Inspector I	
4209	Building Inspector II	
4375	Business Ambassador	
4165	Community Recreation and Culture Coordinator Community Recreation and Neighbourhood Development	
4306	Coordinator	
4162	Electrical Inspector	
4302	Engagement Coordinator	
4154	Financial Analyst - Utility Billing Coordinator	
4295	Land Systems Coordinator	
4413	Neighbourhood Liaison	
4404	Outreach Coordinator - Bicycle Master Plan	
4408	Outreach Coordinator - Climate Action	
4420	Outreach Coordinator - Zero Waste	
4227	Payroll Coordinator	
4161	Plumbing Inspector II	
4177	Senior Buyer	
4132	Supervisor - Building Services*	
4174	Supervisor - Public Works Support Services*	
4407	Transportation Coordinator	
4128	Transportation Technologist	
	<b>PAY GRADE 16</b>	47.64
4320	Accountant - Financial Reporting	
4159	Archivist	
4164	Building & Plumbing Inspector II	
4326	Budget and Business Planning Analyst	
4168	Community Development Coordinator	
4385	Community Energy Specialist	
4312	Coordinator - Engineering Budgets	
4405	Corporate Energy Specialist	
4362	Facilities Planner	
4274	Financial Data Analyst - ERP System	
4390	Grant Specialist	
4415	Grant Writer & Project Coordinator - Climate Action	
4305	Legislation and Policy Analyst	
4150	Occupational Health & Safety Advisor	
4166	Planner - Community Development	
4178	Project Administrator	
4297	Project Coordinator - Recreation & Community Development	
4343	Risk Management and Insurance Specialist	
4286	Senior GIS Specialist	
4188	Senior Land Development Technologist	
4180	Supervisor - Building Maintenance*	
4149	Supervisor - Bylaw Enforcement	
4251	Supervisor - Recreation Programs and Services	
4143	Zoning Administrator	

<b>JOB CODE</b>	<b>PAY GRADE</b>	<b>JAN 1/2021 2%</b>
	<b>PAY GRADE 17</b>	50.06
4384	Active Transportation Project Coordinator	
4346	Business Analyst	
4322	Business Solutions Analyst	
4189	Chief Electrical Inspector	
4388	Community Planner	
4428	Equity, Diversity and Inclusion Coordinator	
4380	Fleet Asset Management Project Coordinator**	
4396	Heritage Planner	
4395	Housing Planner	
4367	Interdisciplinary Planner	
4193	Planner	
4427	Planner - Tenant Assistant	
4349	Information Access and Privacy Analyst	
4418	Project Outcome Specialist	
	Senior Building & Plumbing Inspector and Quality Control	
4341	Coordinator	
4379	Senior Cultural Planner	
4160	Senior Geomatics Technologist	
4298	Senior Planner - Parks	
4351	Stormwater Management Specialist	
4421	Stormwater Quality & Environmental Management Specialist	
4186	Supervisor - Infrastructure Design - Transportation	
4319	Supervisor Infrastructure Design - Underground Utilities	
4318	Supervisor Infrastructure Planning - Underground Utilities	
4179	Supervisor - Transportation Operations	
4411	Sustainability Specialist - Zero Waste	
4183	Transportation Planner	
4387	Urban Designer	
	<b>PAY GRADE 18</b>	52.56
4366	Asset Management Specialist	
4191	Chief Building & Plumbing Inspector	
4360	Customer Service Advisor	
4344	Engagement Advisor	
4253	Information Technology Support Supervisor	
4196	Infrastructure Administrator	
4195	Property Officer	
4394	Senior Sustainability Specialist	
4361	Strategic Planning & Communications Advisor	
4297	Supervisor - Construction Projects	
4181	Supervisor - Land Development	

<b>JOB CODE</b>	<b>PAY GRADE</b>	<b>JAN 1/2021 2%</b>
	<b>PAY GRADE 19</b>	55.24
4378	Active Transportation Project Management Specialist	
4317	Climate and Environmental Sustainability Specialist	
4429	Equity, Diversity and Inclusion Lead	
4200	Senior Planner	
4400	Senior Planner - Community Planning	
4321	Senior Planner - Development Agreements	
4199	Senior Planner - Heritage	
4416	Senior Planner - Housing Development	
4323	Senior Planner - Housing Policy	
4198	Senior Planner - Urban Design	
4314	Senior Process Planner	
4373	Senior Urban Designer	
4252	Supervisor - IT Infrastructure	
4315	Technology Security Specialist	
	<b>PAY GRADE 20</b>	57.99

**NOTE:**

\* position works 7.5 hours per day

\*\*position works 8 hours per day

**SCHEDULE "B" – INSIDE POSITION LISTING**

<b>JOB CODE</b>	<b>PAY GRADE</b>	<b>JAN 1/2021 2%</b>
2001	<b>PAY GRADE 101</b> Door Attendant / Usher	17.98
2000 2005	<b>PAY GRADE 102</b> Childminder Concession Worker	17.98
2007 2011	<b>PAY GRADE 103</b> Bartender Day Camp Leader	18.82
2014 2017	<b>PAY GRADE 104</b> Head Door Attendant – RAP Camp Coordinator	21.26

## SCHEDULE "A" - OUTSIDE – INACTIVE POSITIONS

The following is the list of inactive positions as of November 1, 2007 not set out in previous or revised wage schedules and the parties recognize that such positions, if reactivated, remain within the jurisdiction of the Union.

<b>JOB CODE</b>	<b>TITLE</b>
619	Aerial Lift Truck Operator
527	Asphalt Maintenance Worker
514	Asphalt Raker
582	Assistant Supervisor - Sign Shop
590	Assistant Supervisor – Waterworks
558	Bricklayer
516	Caretaker - Parks
513	Carpenter Helper
635	Cement Mason
621	Chipper Truck Operator
611	Equipment and Vehicle Safety Trainer
623	Flat Deck Crane Operator
540	Gardener
541	Groundsperson - Ross Bay Cemetery
600	Integrated Pest Management Technician
640	Irrigation Technician
502	Labourer - Parks
501	Labourer – Public Works
555	Leadhand - Boulevard Maintenance
535	Leadhand - Caretaker
567	Leadhand - Equipment Technician
598	Leadhand – Mechanical - Parks
572	Leadhand - Traffic Control
512	Light Equipment Operator
	Mechanical Technician - Police
530	Milling Machine Operator I
599	Municipal Arborist
593	Ornamental Horticulturalist
753	Parks Assistant
608	Parks Equipment Service Assistant
521	Parks Tractor Operator
546	Pipelayer
615	Pressure Washer Truck Operator
754	PRV and Pump Inspector - Water
510	Pump Repair Assistant
586	Senior Bricklayer
576	Senior Groundsperson
568	Senior Leadhand – Landscape Construction
625	Senior Leadhand – Mechanical
586	Senior Leadhand – Thetis Lake Park
589	Senior Parks Equipment Serviceperson
511	Service Truck Driver - Street Cleaning
631	Sidewalk Scrubber Operator



515	Sidewalk Sweeper Operator
536	Sign Fabricator
533	Street Sweeper Operator – Night
602	Supervisor – Beacon Hill Park
603	Supervisor - Boulevards
601	Supervisor – Horticulture and Nursery
597	Supervisor - Parks Construction and Repair
604	Supervisor – Small Parks
679	Tree Preservation Officer
647	Urban Forester
775	Utilities Technician
532	Watering Truck Operator
678	Waterworks Fitter
503	Waterworks Fitter's Assistant
552	Waterworks Storekeeper
605	Weed Inspector

## SCHEDULE "A" AND "B" – INSIDE – INACTIVE POSITIONS

The following is the list of inactive positions as of November 1, 2007 not set out in previous or revised wage schedules and the parties recognize that such positions, if reactivated, remain within the jurisdiction of the Union.

JOB CODE	TITLE
4036	Accounting Clerk I
4409	Administrative Assistant – Bicycle Master Plan
4254	Administrative Assistant – Business Systems Project
4071	Administrative Assistant – Finance
4260	Administrative Assistant – Parks, Recreation and Community Development
4135	Aquatic and Fitness Programmer
4120	Assistant Supervisor – Box Office
4076	Assistant Supervisor – Food Services
4032	Building Maintenance Worker – Telephones
4136	Business License Inspector
4102	Buyer / Storekeeper
4208	Buyer - Stores
4125	Buyer I
4138	Buyer II
4072	Cash Management Clerk
2009	Cashier – Box Office
2008	Cashier – Crystal Pool
4014	Cashier – Finance
4190	Chief Plumbing Inspector
4225	Clerk – Civic Facilities / Water and Environment
4044	Clerk – Electrical Inspection
4018	Clerk – Engineering Administration
4051	Clerk - Park Operations
4037	Clerk – Parkades
4261	Clerk – Planning and Development
4041	Clerk – Plumbing Inspection
4050	Clerk – Property Taxes
4053	Clerk – Public Works Support Services*
4013	Clerk / Receptionist – VCC
4058	Clerk – Special Events
4027	Clerk – Supply Management
4049	Clerk – Utility Billing
4005	Clerk / Receptionist – Support Services
4019	Clerk Typist – Administration
4263	Clerk Typist – Fire Administration
4331	Climate Action Analyst
4167	Community Development Coordinator - Seniors
4240	Community Recreation Development Coordinator – Youth
4202	Community Youth Liaison
4270	Computer Support Assistant
4118	Computer Support Technician
4083	Concession Supervisor – Crystal Pool
2010	Concession Worker – Crystal Pool
4114	Coordinator – Accounts Payable
4206	Coordinator – Aquatics / Fitness

4140 Coordinator – Parking Services  
 4205 Coordinator – Recreation / Sports  
 4266 Customer Service Coordinator  
 4287 Development Services Coordinator  
 4011 Delivery and Roof Care Worker  
 4065 Dispatcher/Clerk - Public Works Support Services  
 4124 Draftsperson / Technical Assistant  
 4129 Engineering Technician – Construction and Inspection  
 4095 Engineering Technician – Development  
 4127 Engineering Technician – Development  
 4246 Financial Analyst - Financial Reporting  
 4020 Head Cashier / Receptionist – Crystal Pool  
 2013 Head Door Attendant / Usher – Arena  
 4078 Head Swim Instructor  
 4043 Inventory Clerk  
 4077 Junior Payroll Clerk  
 4350 Leadhand - Building Maintenance  
 4074 Leadhand – Building Services  
 2012 Leadhand Concession Worker – Arena  
 2002 Light Duty Cleaner – Crystal Pool  
 4237 Liquor Licensing Project Coordinator  
 4218 Maintenance Project Coordinator – WHIMS Trainer  
 4106 Mapping Technician - Planning  
 2003 Music Person  
 4234 Occupational Health and Safety Assistant  
 4034 Office Coordinator – Arena / RAP Support Services  
 4098 Office Coordinator - Crystal Pool  
 4236 Park Planning Field Assistant  
 4022 Parkade Equipment Serviceperson  
 4245 Planner – Economic Development  
 4273 Planner - Heritage  
 4329 Policy Planning Technician  
 4008 Printshop / Switchboard Clerk  
 4139 Program Analyst I  
 4285 Program Assistant - VUDA  
 4155 Program Coordinator – Crystal Pool  
 4151 Programmer Analyst II  
 4017 Receptionist - Public Works Support Services  
 4029 Recycling Coordinator  
 4241 Registration System Coordinator  
 4256 Research Assistant  
 4069 Secretary - Advisory Planning Commission  
 4075 Secretary – Arena  
 4313 Secretary - Council Committees  
 4100 Secretary - Finance  
 4070 Secretary - Heritage and Board of Variance  
 4224 Secretary – Legal / Planning  
 4067 Secretary – Parks and Recreation  
 4056 Secretary – Public Works Support Services  
 4204 Secretary – Social Planning  
 4299 Secretary - Social Planning and Housing  
 4062 Secretary – VCC Sales  
 4291 Senior Business Analyst - ERP System

4332	Senior Planner - Sustainability
4148	Senior Technician – Computer Mapping
4158	Senior Technician – Drafting and Design
2006	Skate Patrol
2004	Skate Shop Attendant
2016	Skate Shop Operator
4194	Social Planner
4170	Supervisor - Accounting
4233	Supervisor – Arena Administration
4145	Supervisor – Box Office
4137	Supervisor – Building & Event Services*
4316	Supervisor - Business Solutions
4184	Supervisor – Design and Investigation
4119	Supervisor – Food Services
4173	Supervisor - Mechanical and Fabrication
4133	Supervisor – Parking Meter Service
4182	Supervisor - Payroll
4276	Supervisor - Permits and Inspection
4122	Supervisor – Pool Maintenance
4156	Supervisor – Property Taxes
4192	Supervisor – Recreation and Community Services
4144	Supervisor – Royal Athletic Park
4176	Supervisor - Sanitation and Street Cleaning
4172	Supervisor - Sign and Paint Shop
4300	Supervisor - VCC Operations & Client Services
4045	Survey Assistant
4216	Sustainability Analyst
4092	System Operator
4197	Systems Analyst
4239	Technical Assistant – Engineering Services
4324	Technical Assistant - Infrastructure and Utility Services
4105	Technician – Computer Drafting
4211	Utilities Permit Technician
4303	Victoria 150th Coordinator

**LETTER OF UNDERSTANDING # 1**

between

**THE CORPORATION OF THE CITY OF VICTORIA**  
(hereinafter referred to as the “Employer”)

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50**  
(hereinafter referred to as the “Union”)

The attached Letter of Understanding # 1 was first included in the Collective Agreement between the parties which became effective January 1, 1983 and which expired December 31, 1985. In order to interpret the attached letter, reference should be to that Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 4<sup>th</sup> day of *January*, in the year 2021, in the City of Victoria, Province of British Columbia.

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President, CUPE Local 50

\_\_\_\_\_  
Head of Human Resources

\_\_\_\_\_  
1<sup>st</sup> Vice-President CUPE Local 50

\_\_\_\_\_  
2<sup>nd</sup> Vice-President CUPE Local 50

# LETTER OF UNDERSTANDING # 1

between

**THE CORPORATION OF THE CITY OF VICTORIA**  
(hereinafter referred to as the “Employer”)

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50**  
(hereinafter referred to as the “Union”)

## **Grandfather Provisions – Sick Leave Payout and Sick Leave Accrual**

### **Article 1: Preamble**

- 1.1 This letter of Understanding establishes “grandfather” provisions for sick leave payout and sick leave accrual arising as a result of changes made to the sick leave language, Article 18, of the renewal Agreement that replaced the Collective Agreement which expired on December 31, 1982.
- 1.2 This Letter of Understanding is attached to and forms part of the current Collective Agreement between the parties.
- 1.3 Regular employees not actively employed or on the recall list on April 6, 1984, as defined in Section 2.1 below; or regular employees hired after April 6, 1984, shall not be eligible for any benefits under this Letter of Understanding.
- 1.4 “Twenty-six (26) weeks” wherever mentioned below, shall be interpreted as the number of working days or shifts in a calendar period of time of twenty-six (26) weeks, or six (6) months or one-half (½) a year.

### **Article 2, Sick Leave Accrual**

- 2.1 Those regular employees who were on April 6, 1984 actively employed (including WorkSafeBC benefits, sick leave or authorized leave), or were on the recall list and eligible for recall on that date, shall be eligible to continue to accrue sick leave pursuant to Section 2.2 below. Such employees shall not continue to accrue sick leave under Article 21.04 of the Collective Agreement.

- 2.2 Regular employees, eligible under Section 2.1 above, shall earn sick leave in accordance with Article 21.02 of the Collective Agreement. The maximum cumulative sick leave being twenty-six (26) weeks. Where an eligible employee has not taken sick leave, or only a portion thereof, to which he would be entitled under the schedule set out in Article 21.02, he shall be entitled to accrue fifty percent (50%) of such unused sick leave for his future benefit; it being understood that in the event of any employee attaining the maximum accumulative sick leave, such sick leave shall, nevertheless, continue to accrue as aforesaid, but in no case shall the maximum benefits to which an employee is entitled exceed twenty-six (26) weeks in any twelve (12) month period.

### **Article 3, Sick Leave Payout**

- I. From April 6, 1984 to December 31, 1984 Inclusive
- 3.1 For the period from April 6, 1984 up to and including December 31, 1984, regular employees who were on April 6, 1984 actively employed (including WorkSafeBC, sick leave or authorized leave), or who were on the recall list and eligible for recall on that date, shall be eligible to receive sick leave payout on the basis of Sections 3.2 through 3.4 below.
- 3.2 From April 6, 1984 to and including December 31, 1984, regular employees, eligible under Section 3.1 above, having accrued sick leave to their credit at retirement, will receive a salary grant in lieu thereof equal to seventy-five percent (75%) of such credit; provided that in no case shall the said salary grant in lieu of accrued sick leave exceed seventy-five percent (75%) of the maximum accumulative sick leave of twenty-six (26) weeks.
- 3.3 From April 6, 1984 to and including December 31, 1984, after ten (10) years' continuous service, a regular employee eligible under Section 3.1 above, whose employment terminates shall receive a salary grant equal to seventy-five percent (75%) of any accrued sick leave acquired by him to the date of termination; provided that in no case shall this grant exceed seventy-five percent (75%) of the maximum cumulative sick leave of twenty-six (26) weeks. This Section 3.3 shall not apply in cases where an employee is discharged for cause, or in cases of retirement which are covered by Section 3.2. Employees receiving severance pay under this Section 3.3 shall not also receive severance pay under Article 14.06 of the Collective Agreement.
- 3.4 From April 6, 1984 to and including December 31, 1984, in the event of the death of a regular employee eligible under Section 3.1 above, the Employer shall grant to the estate of such employee a sum equal to an additional six (6) weeks salary or wages computed from the date of death and calculated at the rate of pay to which he was entitled at the date of his death; provided that where such employee having a least ten (10) years' continuous service dies while in service, his estate shall be entitled to either the benefits paid under Section 3.3 or under this Section 3.4, whichever is greater.

II. From December 31, 1984

- 3.5 As at the close of business on December 31, 1984, a maximum sick leave accrual level for payout purposes shall be established or "frozen" for each regular employee who was, on April 6, 1984, actively employed or on the recall list, as defined in Section 3.1, and who remained so actively employed or on the recall list on December 31, 1984.
- 3.6 The maximum sick leave accrual level for payout purposes for each regular employee covered by Section 3.5 shall be established at each such employee's actual sick leave accrual level as at the close of business on December 31, 1984, provided the maximum accrual any such employee shall have established or "frozen" is twenty-six (26) weeks.

III. Following December 31, 1984

- 3.7 From January 1, 1985 onward, only those regular employees who had a maximum sick leave accrual level for payout purposes established or "frozen" for them on December 31, 1984, in accordance with Sections 3.5 and 3.6 above, shall be eligible to receive sick leave payout, and then, only pursuant to Section 3.8 through 3.10 below.
- 3.8 A regular employee who is eligible for a sick leave payout in accordance with Section 3.7 and who retires on or after January 1, 1985, shall be eligible to receive a salary grant of seventy-five percent (75%) of the sick leave accrual such employee actually has to his credit on the date of retirement; provided always that such employee shall not receive an amount which is greater than seventy-five percent (75%) of the "frozen" maximum sick leave accrual level for payout purposes established for such employee on December 31, 1984, under Sections 3.5 and 3.6 above.

In addition to the foregoing, it is clearly understood that fifteen (15) employees each calendar year shall be entitled to claim a payout of their "frozen" sick leave accrual at the seventy-five percent (75%) level as established above. The first ten (10) employees per year shall be selected in order of greatest seniority. The next five (5) employees shall be selected in order of least seniority. Should an employee who has been offered this payout opportunity decline, then such employee will have another opportunity after all other employees have had their opportunity to receive their payout.

NOTE: This provision shall come into effect during the first 3 months of the calendar year 1993 and thereafter.



- 3.9 After ten (10) years' continuous service, a regular employee who is eligible for a sick leave payout in accordance with Section 3.7 and whose employment terminates on or after January 1, 1985, shall be eligible to receive a salary grant of seventy-five percent (75%) of the sick leave accrual such employee actually has to his credit on the date of termination, provided always that such employee shall not receive an amount which is greater than seventy-five percent (75%) of the "frozen" maximum sick leave accrual level for payout purposes established for such employee on December 31, 1984, under Sections 3.5 and 3.6 above. This Section 3.9 shall not apply in cases where an employee is discharged for cause, or in cases of retirement which are covered under Section 3.8. Employees receiving severance pay under this Section 3.9 shall not also receive severance pay under Article 14.06 of the Collective Agreement.
- 3.10 In the event of the death on or after January 1, 1985 of a regular employee who was eligible for a sick leave payout in accordance with Section 3.7, the estate of such employee shall be eligible to receive a salary grant equivalent to an additional six (6) weeks' pay computed at the normal basic wage rate for such employees at the time of his death; provided that, where the employee had ten (10) years or more continuous service at the time of death, his estate shall be eligible to receive the greater of either a salary grant calculated on the basis of Section 3.9 above, or six (6) weeks' pay in accordance with this Section 3.10
- 3.11 The dollar (\$) value of the sick leave payout under Sections 3.8 through 3.10 above shall be calculated on the basis of the basic wage rate for such employee in effect at the time the payout is made.
- 3.12 Regular employees who have had their maximum sick leave accrual level for payout purposes established or "frozen" on December 31, 1984 under Sections 3.5 and 3.6 above and who subsequently utilize part or all of such accrual because they become legitimately ill, may by working after such illness and earning additional sick leave, re-accrue sick leave for payout purposes back to the original established maximum level. The above notwithstanding, it should be understood that the maximum "frozen" sick leave accrual level for payout purposes is not guaranteed and must actually be earned and to each employee's credit at the time of payout.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 4<sup>th</sup> day of *January* in the year 2021, in the City of Victoria, Province of British Columbia.

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President, CUPE Local 50

\_\_\_\_\_  
Head of Human Resources

\_\_\_\_\_  
1<sup>st</sup> Vice-President CUPE Local 50

\_\_\_\_\_  
2<sup>nd</sup> Vice-President CUPE Local 50

## **LETTER OF UNDERSTANDING # 2**

BETWEEN:

**THE CORPORATION OF THE CITY OF VICTORIA**  
(hereinafter referred to as the "Employer")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 50**  
(hereinafter referred to as the "Union")

### **JOB SHARING**

The Employer and the Union agree that where an employee in the City of Victoria (the City) wishes to share his/her regular full-time position with another regular full-time employee in the City, that such job sharing arrangements be mutually agreed upon using the following principles; provided however, that nothing in this Letter of Understanding shall be construed as altering the existing rights and/or obligations of either party under the collective agreement, except as specifically provided herein.

#### **1. General**

- (a) Job sharing is intended to provide accommodation for employees in the City with particular needs associated with such things as maternity leave, child care, family complications, health problems and, under some situations, special job related educational leaves. It is not intended to provide preferred part-time employment on behalf of employees and is clearly not a right of an employee but an accommodation that may be considered where it does not create significant operational problems, result in service delivery issues, affect the rights of other employees, significantly complicate the administration of the department or increase the costs to the City.
- (b) Where an employee within the City occupying a regular full-time position wishes to share his/her position with another regular full-time employee in the City and has received formal approval from the City Manager or his designate and the Union, the employee(s) shall be entitled to do so in accordance with the provisions of this Letter of Understanding.
- (c) The number of job sharing arrangements within the City shall be limited to a maximum of three (3) affecting up to six (6) employees.
- (d) Employees entering into a job sharing arrangement (pairing) shall be at the same or higher pay grade and shall not originate from a position of a lower pay grade.

## **2. Procedure**

- (a) The employee shall apply in writing to the City Manager and provide a copy to the Union. The employee shall indicate the reason for the request, including the hours and days of the week the employee(s) wishes to share and with whom the employee contemplates entering into a job sharing arrangement and the expected duration of the job sharing arrangement.
- (b) The employee with whom it is contemplated the position shall be shared must possess the skills, abilities and qualifications to perform the duties and responsibilities of the position to be shared.
- (c) Representatives of neither the Union nor the Employer shall convey to an applicant employee the approval or denial of a job sharing application prior to discussion between the parties.
- (d) Where an employee's request is approved and results in an acceptable job sharing arrangement, the City Manager or his designate shall provide each affected employee with a letter covering the terms and conditions of the job sharing arrangement signed by the Employer and the Union.
- (e) The regular daily and weekly hours of the position being shared shall remain unchanged as a result of the job sharing arrangement unless such hours are specifically varied by the terms and conditions of the letter referred to in paragraph 2(d) above.
- (f) Where an employee's request is denied, the Union may request a meeting with the City Manager or his designate to discuss the matter.
- (g) The position vacated by the second participant in a job share shall be posted and filled in accordance with the collective agreement.

## **3. Duration**

- (a) Each job sharing arrangement shall be for a minimum period of one (1) year unless varied by mutual agreement between the Employer and the Union.
- (b) A job sharing arrangement may be terminated earlier than expected by either of the employees or by the Employer, provided ninety (90) calendar days written notice has been served to the other employee and party(ies), or as otherwise provided for in the letter referred to in paragraph 2(d) above. Other employees temporarily appointed to fill positions vacated as a direct result of job sharing shall be advised at the time of their temporary appointment that their term in the position could be abbreviated as a result of an early cancellation.

- (c) Upon the expiry or termination of the job sharing arrangement, the employees shall revert to working in his/her original position on a full-time basis under the terms and conditions then applicable unless some alternate job sharing arrangement has been approved in the interim.
- (d) Upon the termination of a job sharing arrangement, should the position from which an employee originated no longer exist, then an employee so affected shall exercise bumping rights as described in Article 14.03 of the collective agreement.

#### **4. Employee Status and Working Conditions**

- (a) An employee in a job sharing arrangement shall continue to maintain his/her original employment status during the period of time covered by the job sharing arrangement and shall accumulate seniority in accordance with the employee's scheduled hours of work in the job sharing arrangement. Such employee shall be entitled to use accumulated seniority for all applicable purposes set out in the collective agreement including layoff and recall.
- (b) The general principles with respect to wage rates, employee benefit entitlement and premium payments for employees in job sharing arrangements are as follows:
  - (i) employees shall be paid the appropriate (classified) hourly rate for all hours worked.
  - (ii) paid leave benefits, such as vacation, statutory holidays, and sick leave shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled hours bears to the full-time hours of the position being shared.
  - (iii) the employee's share of the premium payments for health and welfare benefits, such as Medical, Extended Health, Dental and Group Life, shall increase proportionately as the number of scheduled hours decrease in relation to the full-time hours of the position being shared.
- (c) In accordance with the general principles outlined in paragraph 4(b) above, except as otherwise provided herein, the following shall apply to employees:

(i) **Vacation Entitlement**

The employee's annual vacation entitlement shall be prorated according to the number of hours the employee is scheduled to work in comparison to the full-time hours of the position being shared. It is understood that the Employer shall not adjust the start date of the employee for the period of time spent in the job sharing arrangement and as such any future vacation entitlement shall not be delayed as a result of time spent in a job sharing arrangement.

(ii) **Statutory Holidays**

The employee's statutory holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled hours bears to the full-time hours of the position being shared.

(iii) **Medical Services Plan, Dental, Extended Health and Group Life**

The employee shall pay a prorated share of the premiums for the above-noted benefits based on the proportion of the employee's scheduled hours of work compared to the full-time hours of the position being shared relative to the premiums normally paid by the Employer for a full-time employee. The employee shall pay the balance in order to maintain full coverage (refer to attached illustration).

(iv) **Sick Leave**

For the period of the job sharing arrangement, the employee shall have sick leave credited on a prorated basis, calculated on the same proportionate basis as the employee's scheduled hours of work bears to the full-time hours of the position being shared.

(v) **Pension**

Where an employee enters into a job sharing arrangement, the employee shall be required to continue making payments toward Superannuation. The existing cost-sharing arrangement shall continue to apply on the same percentage basis applied to the reduced earnings.

(vi) **Compassionate Leave**

The provisions of Article 26.08 of the collective agreement (Compassionate Leave) shall apply to employees participating in a job sharing arrangement, except that, in normal circumstances the maximum paid leave to be granted such employees is one and one-half (1 ½) working days.

**5. Coverage Support**

When one employee of a job sharing unit (pairing) is absent (eg. sick leave, vacation, etc.) the other employee of that unit (pairing) shall make every reasonable effort to cover for such absence by working full-time, rather than employ a temporary replacement when full-time coverage is required by the Employer.

**6. Termination**

Either party may cancel this Letter of Understanding by providing at least thirty (30) calendar days written notice to the other party. Notwithstanding such cancellations, all job sharing arrangements in effect at the time of cancellation shall continue under the individual terms agreed until terminated pursuant to the terms of this Letter of Understanding.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this *4th* day of *January, 2021*, in the City of Victoria, Province of BC.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President, CUPE Local 50

\_\_\_\_\_  
Head of Human Resources

\_\_\_\_\_  
1<sup>st</sup> Vice-President CUPE Local 50

\_\_\_\_\_  
2<sup>nd</sup> Vice-President CUPE Local 50

**BENEFIT COST SHARING AT JOB SHARING ARRANGEMENT  
(ILLUSTRATION ONLY)**

**MONTHLY COST OF BENEFITS**

Medical	100
Dental	120
EHC	100
Life	<u>60</u>
Total	380

**80/20 COST SHARE OF REGULAR FULL-TIME EMPLOYEE (No job share):**

	<u>EMPLOYER 80%</u>	<u>EMPLOYEE 20%</u>
Medical	80	20
Dental	96	24
EHC	80	20
Life	<u>48</u>	<u>12</u>
Total	304	76

**JOB SHARE:**

Where both employees elect full coverage and Employer pays equivalent of one FTE (\$304)

	<u>EMPLOYEE #1</u>	<u>EMPLOYEE #2</u>		
	<u>ER</u>	<u>EE</u>	<u>ER</u>	<u>EE</u>
Medical	40	60	40	60
Dental	48	72	48	72
EHC	40	60	40	60
Life	<u>24</u>	<u>36</u>	<u>24</u>	<u>36</u>
Total	152	228	152	228

NOTE: Long Term Disability costs are not a monthly set premium to a carrier, rather a fixed percentage deduction of employee earnings with benefits determined by the collective agreement. No variation of the contract is required.



## LETTER OF UNDERSTANDING # 3

between

**THE CORPORATION OF THE CITY OF VICTORIA**  
(hereinafter referred to as the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50**  
(hereinafter referred to as the "Union")

### **Auxiliary Employee Troubleshooter**

1. This Letter of Understanding is attached to and forms part of the Collective Agreement. This letter shall remain in full force and effect for the term of the Agreement.
2. All recommendations of the Auxiliary Employee Troubleshooter appointed under this Letter shall be binding, unless the parties mutually agree otherwise.

3. **Procedure:**

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

- (a) Investigate the difference; and,
- (b) Make written recommendations to resolve the difference within thirty (30) days of the date of receipt of the request.

4. **Primary Function:**

- (a) The primary function of the troubleshooter shall be to address concerns of bargaining unit employees who seek a determination of their employment status (an employee of regular status or an employee of auxiliary status) pursuant to the terms of this Collective Agreement.
- (b) On a case-by-business case basis the troubleshooter may consider combining various jobs or positions to reasonably create a regular position. The troubleshooter reserves jurisdiction, subsequent to submission of the parties, to determine if a job competition or a direct appointment is appropriate. Should a job competition be deemed appropriate then applicants shall be limited to internal auxiliary employees and the procedure of Article 13 (Posting and Filling of Vacancies) shall apply.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this *4th* day of *January*, in the year *2021*, in the City of Victoria, Province of British Columbia.

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President, CUPE Local 50

\_\_\_\_\_  
Head of Human Resources

\_\_\_\_\_  
1<sup>st</sup> Vice-President CUPE Local 50

\_\_\_\_\_  
2<sup>nd</sup> Vice-President CUPE Local 50

**LETTER OF UNDERSTANDING # 4**

between

**THE CORPORATION OF THE CITY OF VICTORIA**  
(hereinafter referred to as the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50**  
(hereinafter referred to as the "Union")

**Deferred Salary Leave Plan**

It is understood and agreed the City of Victoria employees of the Canadian Union of Public Employees, Local 50, shall have access to and be eligible for the Deferred Salary Leave Plan endorsed by City Council for all City of Victoria employees.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 4<sup>th</sup> day of *January*, in the year 2021, in the City of Victoria, Province of British Columbia.

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President, CUPE Local 50

\_\_\_\_\_  
Head of Human Resources

\_\_\_\_\_  
1<sup>st</sup> Vice-President CUPE Local 50

\_\_\_\_\_  
2<sup>nd</sup> Vice-President CUPE Local 50

## **LETTER OF UNDERSTANDING #5**

between

**THE CORPORATION OF THE CITY OF VICTORIA**  
(hereinafter referred to as the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 50**  
(hereinafter referred to as the "Union")

### **Scheduling Hours of Work for Client Services Employees at the Victoria Conference Centre**

This Letter of Understanding is to set out the scheduling applicable to Client Services representatives of the Victoria Conference Centre (VCC). This Letter shall apply only to the Client Services representatives at the VCC and shall not effect other City operations. Where this Letter conflicts with other articles of the Collective Agreement, this Letter shall apply.

It is agreed that:

1. The available hours of work for the position of Client Services representative are determined by the nature, number and scale of events scheduled at the VCC.
2. The number of events are seasonally driven such that the number of available hours varies over a twelve month period.
3. Each event at the VCC may have unique staffing requirements. Optimal client service requires a balance between continuity of staff, the needs of the client and the nature of the event.
4. Where possible and subject to 1-3 above, 7.5 hour shifts will be scheduled.
5. The employment status of Client Services representatives will be determined by the standard process and per the Collective Agreement.
6. The parties will meet to review the work schedules for Client Services representatives on an as needed basis. Disputes can be referred to the grievance procedure.

Hours for auxiliary workers will be assigned in seniority order and based on the process outlined in the July 9, 2003 letter from Ron Dennis, Director of Human Resources to Susan Jansen, CUPE Local 388 (attached). Regular Client Services representatives will receive priority for the purposes of scheduling hours of work over auxiliary workers in the position of Client Services representative.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this 4<sup>th</sup> day of *January*, in the year 2021, in the City of Victoria, Province of BC

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President, CUPE Local 50

\_\_\_\_\_  
Head of Human Resources

\_\_\_\_\_  
1<sup>st</sup> Vice-President CUPE Local 50

\_\_\_\_\_  
2<sup>nd</sup> Vice-President CUPE Local 50

**Human  
Resources  
Department**

City Hall Annex  
627 Pandora Avenue  
Victoria  
British Columbia  
V8W 1N8

Tel (250) 361-0232  
Fax (250) 361-0238  
www.city.victoria.bc.ca



July 9, 2003

Susan Jansen  
President  
CUPE Local 388  
#201 - 2736 Quadra Street  
Victoria BC V8T 4E6

**Re: Auxiliary Employee Call-In Process**

The parties have agreed that Auxiliary Employees shall be called in according to Article 1.09 (z). The following is a proposal of how the Auxiliaries' employment will be administered in that regard.

1. Once an Auxiliary employee has completed the 910 hours they will be called in for work based upon their hours worked in the specific department, program area and position.
2. A record of hours worked by each Auxiliary employee in each respective department, program area and position will be tracked.
3. Each Department will use the same process for tracking the hours worked according to #2 above.
4. An Auxiliary employee working in one department may choose to accept work in one or more different departments provided that it does not result in overtime.
5. In the event that an employee chooses work according to #4 above the following shall apply:
  - a) The Auxiliary employee will accumulate a separate record of hours worked in each department, program area and position as per #2 above.
  - b) An Auxiliary employee may not accept work in a different department, program area and position that conflicts with the current work assignment that they have accepted.
  - c) An Auxiliary employee cannot shorten a current work commitment to accept a work assignment in another department.
  - d) An Auxiliary employee cannot carry their hours of work for the purpose of call in from one department to another.
  - e) An Auxiliary employee can use their combined hours of work from each department for the purposes of other provisions in the collective agreement where seniority for auxiliaries applies.

Please let me know if the Union concurs with this procedure.

Ron Dennis  
Director of Human Resources

## **LETTER OF UNDERSTANDING # 6**

between

**THE CORPORATION OF THE CITY OF VICTORIA**  
(hereinafter referred to as the “Employer”)

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50**  
(hereinafter referred to as the “Union”)

### **Rehabilitation and Retraining Program**

1. The Employer and the Union agree to establish through the Union Management Committee (Article 9) a rehabilitation and retraining program for regular employees who are permanently partially disabled through illness, injury or handicap and are unable to carry-out their pre-disability duties.
2. The purpose of this program is to assist a disabled employee in returning to their former position or to another position with the Employer.
3. The program may augment other programs established by statute or this Collective Agreement such as WorkSafeBC and the Long Term Disability Plan.
4. The Union and the Employer recognize that, subject to bona fide operational considerations, rehabilitation and retraining programs require the parties to assess their” duty to accommodate”.
5. It is understood and agreed by the parties that in determining a program:
  - (a) The Employer and the Union may mutually agree to waive the posting procedures to place a disabled regular employee into a vacant position,
  - (b) An employee who is disabled may, through mutual agreement of the parties on an individual case by case basis, be permitted to bump into any position provided such disabled employee has the qualifications, experience, skill and ability to perform the work, and provided such position is occupied by a junior employee and provided further that no upward bumping shall be permitted,

(c) Once work has been found for a disabled employee, a more senior disabled employee may not subsequently bump that employee, because the more senior employee is also seeking placement under the provisions of this Letter of Understanding.

6. This Letter of Understanding shall operate for the duration of this Collective Agreement from the date of signing and may be cancelled thereafter at any time by the Union or the Employer upon thirty (30) days written notice.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 4<sup>th</sup> day of *January*, in the year 2021, in the City of Victoria, Province of British Columbia.

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President, CUPE Local 50

\_\_\_\_\_  
Head of Human Resources

\_\_\_\_\_  
1<sup>st</sup> Vice-President CUPE Local 50

\_\_\_\_\_  
2<sup>nd</sup> Vice-President CUPE Local 50



## **LETTER OF UNDERSTANDING # 7**

BETWEEN:

**THE CORPORATION OF THE CITY OF VICTORIA**  
(hereinafter referred to as the "Employer")

AND:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50**  
(hereinafter referred to as the "Union")

### **Salary Sharing for Auxiliary Employees**

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

1. Persons employed under the government program shall be employed as auxiliary employees as defined in the Collective Agreement. Posting requirements will be waived by the Union if stipulated in the senior government guidelines.
2. The work involved in such projects would not have directly resulted in the recall to regular employment of any laid off regular employee currently on the recall list.
3. Each project application will be presented to the Union at least thirty (30) days prior to the deadline for the application to allow adequate time for review and/or consultation between the parties. This limit may be reduced by mutual agreement.
4. That such projects comply with the provisions of the Collective Agreement between the Employer and the Union.
5.
  - (a) That such projects provide new employment opportunities and do not displace existing jobs or regular or auxiliary employees.
  - (b) That the task involved in such projects is not one which has been done or could reasonably be expected to be undertaken by existing employees within the foreseeable future.
6. That the rates of pay and working conditions not specifically covered by the Collective Agreement between the Employer and the Union are negotiated.

7. That no changes are made to projects after they have been approved by the Union without the agreement of the Union.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 4<sup>th</sup> day of *January*, in the year 2021, in the City of Victoria, Province of British Columbia.

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President, CUPE Local 50

\_\_\_\_\_  
Head of Human Resources

\_\_\_\_\_  
1<sup>st</sup> Vice-President CUPE Local 50

\_\_\_\_\_  
2<sup>nd</sup> Vice-President CUPE Local 50

## LETTER OF UNDERSTANDING # 8

between

**THE CORPORATION OF THE CITY OF VICTORIA**  
(hereinafter referred to as the “Employer”)

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50**  
(hereinafter referred to as the “Union”)

### **Re-employment of Auxiliary Employees – Outside**

This is to set out the administrative guidelines applicable to the re-employment of CUPE Local 50 – Outside auxiliary employees who have completed their probationary period.

1. Notwithstanding Article 1.05(iii), re-employment on the “spareboard” shall be confined to the Engineering Department and Parks Division and shall be offered to those auxiliary employees in order of hours worked.
2.
  - (a) It is understood that the intent of clause 1 is that all auxiliary employees are re-employed as labourers or refuse collectors only and to pay them for working in higher positions on a “while so employed” basis (this does not include the positions of Public Works Service Persons, Bridge Operators, positions requiring a certified trades qualification, or in a position requiring a class 1 drivers licence with air brake endorsement).
  - (b) Where the City requires auxiliary employees to work in higher paid positions as set out in (a) above, the Employer may post and fill the positions as per Article 13, Posting and Filling Vacancies.
  - (c) A position of less than three (3) months duration may be posted for specific short term programs or projects (e.g. leaf pick-up) and apply only to Pay Grade 7 or less.
  - (d) Re-employment of auxiliary employees on the “spareboard” shall be based on the principle of an auxiliary employee (on the spareboard list) with the greatest number of hours worked shall be the first employee offered available work. It is understood that an auxiliary employee on the spareboard shall be subject to re-employment according to this principle.

Where questions related to an employee's eligibility for re-employment arise and where such questions go unresolved the grievance procedure set out in Article 11 of the Collective Agreement shall apply.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 4<sup>th</sup> day of *January*, in the year 2021, in the City of Victoria, Province of British Columbia.

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President, CUPE Local 50

\_\_\_\_\_  
Head of Human Resources

\_\_\_\_\_  
1<sup>st</sup> Vice-President CUPE Local 50

\_\_\_\_\_  
2<sup>nd</sup> Vice-President CUPE Local 50

## LETTER OF UNDERSTANDING # 9

between

**THE CORPORATION OF THE CITY OF VICTORIA**  
(hereinafter referred to as the “Employer”)

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50**  
(hereinafter referred to as the “Union”)

### **Re-Employment of Auxiliary Employees – Inside**

This Letter of Understanding is to set out the administrative guidelines applicable to the re-employment of CUPE, Local 50 – Inside auxiliary employees who have completed their probationary period and are laid off following the conclusion of their auxiliary work assignment. These guidelines shall apply to auxiliary employees within either the Parkades Section or the Building Services Section and Article 1.09 (z) shall have no force or effect upon such auxiliary employees.

1. The Employer shall establish two spareboard lists, one within each of the Parkades Section and the Building Services Section for the purpose of re-employing auxiliary employees.
2. Auxiliary employees from such sections shall be eligible to place their name on such lists (sign-up) for the purpose of re-employment when auxiliary work becomes available.
3. Re-employment of auxiliary employees in each Section shall be from the spareboard list and shall be based on the principle of the auxiliary employee with the greatest number of hours worked within the bargaining unit shall be first offered available work in the position.
4. It is understood that a work assignment may not be made to an auxiliary employee should the Employer suffer an increase in cost (example: overtime) in such an assignment.
5. Where questions related to an employee’s eligibility for re-employment arises and where such questions go unresolved the grievance procedure set out in this Collective Agreement shall apply.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 4<sup>th</sup> day of *January*, in the year 2021, in the City of Victoria, Province of British Columbia.

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President, CUPE Local 50

\_\_\_\_\_  
Head of Human Resources

\_\_\_\_\_  
1<sup>st</sup> Vice-President CUPE Local 50

\_\_\_\_\_  
2<sup>nd</sup> Vice-President CUPE Local 50

## LETTER OF UNDERSTANDING # 10

between

**THE CORPORATION OF THE CITY OF VICTORIA**  
(hereinafter referred to as the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50**  
(hereinafter referred to as the "Union")

### **Dirty Pay**

In lieu of the premiums set out in Article 18.09, Dirty Pay, it is understood and agreed that the following positions within their respective sections shall be paid one (1) hour per eight (8) hour shift at time and one-quarter (1 ¼) their normal straight time rate of pay.

#### **Street Cleaning**

Sidewalk Sweeper Operator  
Street Sweeper Operator  
Senior Leadhand  
Small Packer Operator  
Street Refuse Collector  
Sidewalk Scrubber Operator  
Leadhand  
Street Cleaner Operator  
Leadhand Small Packer Operator

#### **Solid Waste**

Senior Leadhand  
Tractor Trailer Operator  
Packer Operator  
Leadhand Refuse Collector  
Refuse Collector  
Small Packer Operator

#### **Parks**

Leadhand Caretaker  
Small Packer Operator  
Parks Maintenance Worker (to a maximum of 3 employees so designated)

Further, in the event that a major clean-up in a restroom is required by a Parks employee then the employee shall be paid the premium of one-quarter (¼) time in addition to the employee's regular rate of pay for the actual hours worked.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 4<sup>th</sup> day of *January*, in the year 2021, in the City of Victoria, Province of British Columbia.

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President, CUPE Local 50

\_\_\_\_\_  
Head of Human Resources

\_\_\_\_\_  
1<sup>st</sup> Vice-President CUPE Local 50

\_\_\_\_\_  
2<sup>nd</sup> Vice-President CUPE Local 50



## LETTER OF UNDERSTANDING # 11

between

**THE CORPORATION OF THE CITY OF VICTORIA**  
(hereinafter referred to as the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50**  
(hereinafter referred to as the "Union")

### **Work Schedule for Pool Operator, Leadhand Pool and Building Operator and Building Service Worker -- Crystal Pool**

The parties hereby agree as follows:

1. That this Letter of Understanding is attached to and forms part of the Collective Agreement and remains in full force and effect for the term of the current Collective Agreement.
2. The weekly hours of work for a full-time regular Pool Operator, full-time regular Leadhand Pool and Building Operator and full-time regular Building Service Worker -- Crystal Pool shall be thirty-five (35) hours per week excluding meal periods.
3. The daily hours of work for a full-time regular Pool Operator, full-time regular Leadhand Pool and Building Operator and full-time regular Building Service Worker -- Crystal Pool shall be eight and three quarter (8  $\frac{3}{4}$ ) hours.
4. In any seven (7) day period a full-time regular Pool Operator, Leadhand Pool and Building Operator and Building Service Worker -- Crystal Pool shall each work four (4) consecutive days and have three (3) consecutive days of rest.
5. Pool Operators shall rotate through the shifts on an equitable basis. The Leadhand Pool and Building Operator and Building Service Worker -- Crystal Pool will not rotate, but will be a fixed shift.
6. A sick day, vacation day, statutory holiday or other paid leave from work shall be utilized in an hourly equivalent to the employee's annual entitlement.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 4<sup>th</sup> day of *January*, in the year 2021, in the City of Victoria, Province of British Columbia.

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President, CUPE Local 50

\_\_\_\_\_  
Head of Human Resources

\_\_\_\_\_  
1<sup>st</sup> Vice-President CUPE Local 50

\_\_\_\_\_  
2<sup>nd</sup> Vice-President CUPE Local 50

## LETTER OF UNDERSTANDING # 12

between

**THE CORPORATION OF THE CITY OF VICTORIA**  
(hereinafter referred to as the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50**  
(hereinafter referred to as the "Union")

### **Hours of Work for Recreation Employees at Crystal Pool and Royal Athletic Park**

This Letter of Understanding is to set out the hours of work applicable to employees of the Recreation Division. These hours of work shall apply only to the Recreation employees at the Crystal Pool and Royal Athletic Park and shall not effect other City operations. Where this Letter conflicts with Letter of Understanding No. 11, Letter of Understanding No. 11 shall apply.

#### **Work Day**

1. The normal regular fulltime work day shall consist of seven (7) hours of work, exclusive of meal breaks.
2. The parties agree to the attached list of existing shifts for regular positions. In the event the work day or work week must be adjusted to meet operational requirements, the Employer and the Union shall mutually agree prior to implementation of the new shift.
3. For all non-regular employees, Article 1.09 shall apply.
4. The normal work day for the position of Camp Co-ordinator and Day Camp Leader shall consist of eight (8) hours of work, exclusive of meal breaks, between the hours of 7:30 a.m. and 5:00 p.m.

#### **Work Week**

5. The normal regular full-time work week shall consist of any five (5) consecutive days of work between Monday and Sunday.

#### **Reporting Pay**

6. Article 15.06(iii) Inside shall apply.

## **Existing Shifts for Recreation Staff**

### Clerk – Recreation Services

- Monday to Thursday: 3:30 p.m. – 11:00 p.m.
- Friday: 3:00 p.m. – 10:30 p.m.

### Cashier – Recreation Services

- Monday to Thursday: 3:00 p.m. – 10:30 p.m.
- Friday: 2:00 p.m. – 9:30 p.m.

### Aquatic Leader – Regular Full-Time

#### Saturday to Wednesday

- Saturday and Sunday: 11:00 a.m. – 6:30 p.m.
- Monday: 3:30 p.m. – 11:00 p.m.
- Tuesday: 1:00 p.m. – 8:30 p.m.
- Wednesday: 9:00 a.m. – 5:00 p.m.

#### Summer Schedule

- Saturday and Sunday: 9:00 a.m. – 4:30 p.m.
- Monday: 3:30 p.m. – 11:00 p.m.
- Tuesday: 1:00 p.m. – 8:30 p.m.
- Wednesday: 9:00 a.m. – 5:00 p.m.

### Aquatic Leader – Regular Part-Time

#### Wednesday to Saturday

- Wednesday: 4:00 p.m. – 9:00 p.m.
- Thursday: 4:00 p.m. – 8:30 p.m.
- Friday: 3:30 p.m. – 10:30 p.m.
- Saturday: 8:30 a.m. – 1:00 p.m.

#### Summer Schedule

#### Tuesday to Friday

- Tuesday and Thursday: 3:30 p.m. – 8:00 p.m.
- Wednesday: 3:30 p.m. – 9:00 p.m.
- Friday: 3:30 p.m. – 10:30 p.m.

### Facility and Event Co-ordinator

#### Spring/Summer

- Monday to Friday or Wednesday to Sunday (event driven)

#### Fall/Winter:

- Monday to Friday: 9:00 a.m. – 5:00 p.m.

### RAP Maintenance Worker and Co-ordinator of Festival Equipment

#### Spring/Summer

- Wednesday to Sunday or Monday to Friday: 7:00 a.m. – 3:00 p.m. (event driven)

#### Fall/Winter:

- Monday to Friday: 7:00 a.m. – 3:00 p.m.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 4<sup>th</sup> day of *January*, in the year 2021, in the City of Victoria, Province of British Columbia.

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President, CUPE Local 50

\_\_\_\_\_  
Head of Human Resources

\_\_\_\_\_  
1<sup>st</sup> Vice-President CUPE Local 50

\_\_\_\_\_  
2<sup>nd</sup> Vice-President CUPE Local 50

## **LETTER OF UNDERSTANDING # 13**

between

**THE CORPORATION OF THE CITY OF VICTORIA**  
(hereinafter referred to as the “Employer”)

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50**  
(hereinafter referred to as the “Union”)

### **Job Evaluation Plan Review**

Within ninety (90) days of the signing of the Collective Agreement a joint committee shall be struck for the sole purpose of reviewing Article 23, Job Evaluation and the Job Evaluation Plan.

The Committee shall be made up of the three (3) members appointed by the Union and three (3) members of the Employer.

The parties recognize that the job evaluation plan requires a review of current processes and procedures. The Committee will be tasked with issues such as:

- Updated benchmarks
- Employee questionnaire

It is understood that the parties may access mutually agreed to external resources in the form of individuals, written or visual material to assist the parties in reaching agreement on these issues.

It is agreed that failure to reach an agreement pursuant to this Letter of Understanding will bring this matter back to the next round of collective bargaining as an Employer Proposal.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 4<sup>th</sup> day of *January*, in the year 2021, in the City of Victoria, Province of British Columbia.

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President, CUPE Local 50

\_\_\_\_\_  
Head of Human Resources

\_\_\_\_\_  
1<sup>st</sup> Vice-President CUPE Local 50

\_\_\_\_\_  
2<sup>nd</sup> Vice-President CUPE Local 50

## **LETTER OF UNDERSTANDING # 14**

between

**THE CORPORATION OF THE CITY OF VICTORIA**  
(hereinafter referred to as the “Employer”)

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50**  
(hereinafter referred to as the “Union”)

### **Co-op Student Employment**

The parties recognize the benefits of hiring Co-op Students to allow for the students to gain practical work experience, to support the Employer’s succession planning strategies and gain the benefit of added value in the workplace, and the Union to be provided with an opportunity to familiarize people entering the workplace with the Union. To that end the parties agree as follows:

1. All Student placements under the Co-operative Educational Training Program shall require mutual agreement between the Union and the Employer. The Union will respond within 30 days of being provided with information regarding the Employer’s proposed student placements.
2. Students hired under the Co-operative Educational Training Program (co-op students) are registered in a recognized University or College education program.
3. Co-op students are employees hired for a limited duration on a supernumerary basis to provide a work experience that is acceptable to their institution and relevant to their program of study. The Collective Agreement posting, filling vacancies and selection process provisions shall not apply to these temporary employment opportunities.
4. Co-op students’ wages will be in accordance with the Job Evaluation Plan, plus fourteen percent (14%) in lieu of benefits. Effective December 31, 2019, this will change to fifteen percent (15%) in lieu of benefits.
5. The length of appointment will be four (4) to eight (8) months and correspond to the requirements of their educational program.
6. The co-op student hours of work and work week will be in accordance with Articles 15.01 and 15.02.
7. Students hired under this agreement will not accumulate seniority.



8. Students hired under this agreement shall become members of the Union while employed by the Employer.
9. Either party may cancel this Letter of Understanding by providing at least thirty (30) calendar days written notice to the other party. Notwithstanding such cancellations, all co-op student arrangements in effect at the time of cancellation shall continue under the individual terms agreed until terminated pursuant to the terms of this Letter of Understanding.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 4<sup>th</sup> day of *January*, in the year *2021*, in the City of Victoria, Province of British Columbia.

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President, CUPE Local 50

\_\_\_\_\_  
Head of Human Resources

\_\_\_\_\_  
1<sup>st</sup> Vice-President CUPE Local 50

\_\_\_\_\_  
2<sup>nd</sup> Vice-President CUPE Local 50

**LETTER OF UNDERSTANDING # 15**

between

**THE CORPORATION OF THE CITY OF VICTORIA**  
(hereinafter referred to as the “Employer”)

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50**  
(hereinafter referred to as the “Union”)

**Apprenticeship Training Program**

The parties recognize the benefits of hiring trades apprentices to support apprentices to achieve trades certification, to support the Employer’s succession planning strategies and gain the benefit of added value in the workplace, and for the Union to be provided with an opportunity to familiarize people entering the workplace with the Union. To that end the parties agree as follows:

The parties affected by the Memorandum of Agreement agree to establish a joint committee of four (4) Employer representatives and four (4) Union representatives.

The purpose of this committee shall be to examine the foregoing matter and to make recommendations to their respective principals to amend the collective agreement if appropriate.

The committee shall meet as soon as practical after the renewal of the current collective agreement.

The committee also may, with mutual agreement of the parties, be supplemented by additional resources as necessary.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 4<sup>th</sup> day of *January*, in the year 2021, in the City of Victoria, Province of British Columbia.

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President, CUPE Local 50

\_\_\_\_\_  
Head of Human Resources

\_\_\_\_\_  
1<sup>st</sup> Vice-President CUPE Local 50

\_\_\_\_\_  
2<sup>nd</sup> Vice-President CUPE Local 50

## **LETTER OF UNDERSTANDING # 16**

between

**THE CORPORATION OF THE CITY OF VICTORIA**  
(hereinafter referred to as the “Employer”)

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50**  
(hereinafter referred to as the “Union”)

### **Living Wage**

Whereas the City of Victoria has endorsed the Living Wage for Families Campaign which encourages employers to pay a living wage and;  
Whereas the Living Wage for Victoria is calculated annually by the Community Social Planning Council of Greater Victoria to cover basic expenses for a two-parent family with two children and each parent working full time and;  
Whereas non-mandatory employer provided benefits are included in the living wage calculation;

The parties agree to:

1. Amend the Collective Agreement as follows:
  - a. Pay Grades 101 and 102 on Schedule “B” – Inside Position Listing shall be increased to \$17.63 effective October 27, 2019 to reflect the 2019 Living Wage for Greater Victoria.
  - b. The 2% general wage increase effective January 1, 2020 will not apply to Pay Grades 101 and 102 on Schedule “B” – Inside Position Listing.
2. Meet in June of 2020 to review any further adjustments that may be required to ensure all rates of pay in the Collective Agreement meet the minimum of the Living Wage for 2020 on the following basis:
  - a. Any such wage adjustments will be implemented on a date mutually agreed to by the parties but no later than October 31 of 2020.
  - b. There will be no downward adjustment of wages as a result of the 2020 Living Wage review.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 4<sup>th</sup> day of *January* in the year 2021, in the City of Victoria, Province of British Columbia.

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President, CUPE Local 50

\_\_\_\_\_  
Head of Human Resources

\_\_\_\_\_  
1<sup>st</sup> Vice-President CUPE Local 50

\_\_\_\_\_  
2<sup>nd</sup> Vice-President CUPE Local 50

## **LETTER OF UNDERSTANDING # 17**

between

**THE CORPORATION OF THE CITY OF VICTORIA**  
(hereinafter referred to as the “Employer”)

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50**  
(hereinafter referred to as the “Union”)

### **Leaves of Absence: Intimate, Personal & Relationship Violence**

The City recognizes that intimate, personal and relationship violence is a significant social problem that can affect the health and well-being of employees and their families.

The City also acknowledges that intimate, personal and relationship violence may impact employees’ attendance or performance at work.

### **Administration and Interpretation**

The leave entitlements set out in this Letter of Understanding will be administered and interpreted consistent with the City's Collective Agreements, the BC Employment Standards Act (ESA), and other applicable legislation. Where there is a conflict between this Letter of Understanding and the ESA or an applicable Collective Agreement, the Act or the applicable Collective Agreement provision shall prevail.

### **Leave Entitlement**

An employee is entitled to up to 10 days of paid leave, taken in units of one or more days or in one continuous period, and up to 15 weeks of unpaid leave, to be taken in one unit of time or more than one unit of time with the employer's consent, during each calendar year for the following purposes if the employee or the employee's child or dependent experiences domestic or sexual violence:

- To seek medical attention in respect of a physical or psychological injury or disability caused by the domestic or sexual violence;
- To obtain victim services or other social services relating to domestic or sexual violence;
- To obtain psychological or other professional counselling services in respect of a psychological or emotional condition caused by the domestic or sexual violence;
- To temporarily or permanently relocate;
- To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to the domestic or sexual violence.

The employee, if requested, must provide to the employer reasonably sufficient proof in the circumstances that the employee is entitled to leave.

**Request Process**

All requests for leave of absence must be pre-authorized by the Department Head. The City will not disclose any information relating to the leave without the employee's consent except when required by an employee to carry out their duties, or as required by law.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 4<sup>th</sup> day of *January* in the year *2021*, in the City of Victoria, Province of British Columbia.

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President, CUPE Local 50

\_\_\_\_\_  
Head of Human Resources

\_\_\_\_\_  
1<sup>st</sup> Vice-President CUPE Local 50

\_\_\_\_\_  
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