

SOURCE	City		
EFF.	86	01	01
TERM.	87	12	31
No. OF EMPLOYEES	200		
NOMBRE D'EMPLOYÉS	200		

A G R E E M E N T

THE CORPORATION OF THE CITY OF VICTORIA

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 388

1986 - 1987

72880²

INDEX

CUPE AGREEMENT, LOCAL 388

City of Victoria

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THIS AGREEMENT entered into this ~~23rd~~ day of July A.D., 1987.

BETWEEN:

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

OF THE FIRST PART

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 388,
(hereinafter referred to as the "Union")

OF THE SECOND PART

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

AND WHEREAS the Union is a "Labour Organization" within the meaning of said Act;

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 as hereinafter expressed;

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

ARTICLE 1, DEFINITIONS

- 1.01 Party: means either of the parties signatory to this Agreement.
- 1.02 Employee: means any person defined as such **by** the Labour Code of British Columbia who is employed in one of the categories listed below (Articles 1.04 through 1.08 inclusive), save and except those persons excluded from the bargaining unit by mutual agreement of the parties.
- 1.03 Bargaining Unit: shall cover those employees employed by the City of Victoria **as** "inside workers", as described in the Variance of Certification issued **by** the Labour Relations Board on January 21, 1977, 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 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 less than full-time, but not less than one-half ($\frac{1}{2}$) normal full-time hours.
- 1.06 Temporary Employee: is an employee hired temporarily on a fixed term basis to perform general relief or a specific project or undertaking, during which term a regular full-time work schedule may be worked. The term of any one temporary appointment shall not, without the consent of the Union, exceed nine (9) consecutive months. In the event that a temporary employee completes one temporary appointment and is rehired for another temporary appointment within thirty (30) calendar days of completing the previous appointment, the nine (9) consecutive month limitation on the subsequent appointment shall be reduced by the time actually worked on the previous appointment.
- 1.07 Casual Employee: is an employee who works as required, either on-call or on a more regular scheduled basis.
- 1.08 Probationary Employee: is any employee who has not successfully completed the requirements of the probationary period pursuant to Article 13.03. Probationary employees shall be entitled to the benefits and conditions of this Agreement only where such are explicitly provided.
- 1.09 Regular Part-time Employee Benefits

Other articles of this Agreement notwithstanding, regular part-time employees shall be eligible for the following benefit entitlements:

- (i) eligibility for benefits shall commence after completion of their probationary period;
- (ii) premium contributions for group life insurance, medical, extended health benefits, and dental plans shall be the same as those required for regular full-time employees;
- (iii) The level of statutory holiday, vacation and sick leave benefits shall be prorated on the basis of hours actually worked. Credit for these benefits shall be calculated twice yearly on January 1st and July 1st of each year, with the calculation of the (half-yearly) credit for the next six (6) month period being based upon the hours actually worked during the previous six (6) month qualification period, divided by the full-time hours normally available during that period;

- (iv) For purposes of clarification, the qualification periods referred to above are the previous July 1st to December 31st period for each January calculation, and the previous January 1st to June 30th period for each July calculation;

1.10 Casual and Temporary Employee Terms and Conditions of Employment

Other articles of this Agreement notwithstanding, casual and temporary employees shall not **be** entitled to the terms and conditions of this Agreement, save and except as follows:

- (i) Payment of overtime in accordance with Article 17.01.
- (ii) With the exception of recreational instructors (including swim instructors), on any day that a temporary or casual parks and recreation employee actually commences work, he shall receive a minimum of two (2) hours work on that day, or pay in lieu thereof.
- (iii) Effective January 1, 1987, they shall be paid the following amounts on each pay cheque in lieu of the full benefit package normally provided by the Agreement (including but not limited to vacations, statutory holidays, sick leave, superannuation, medical, extended health benefits, dental and group life insurance coverage):
 - (a) eight percent (8%) of gross earnings (basic wages plus (+) overtime),
 - (b) after the employee has worked thirteen hundred (1300) cumulative hours of service, worked and accumulated after January 1, 1986, this percentage shall be increased to ten percent (10%) for all work performed in excess of 1300 hours,
 - (c) for purposes of accumulating hours under subsection (iii)(b) above, when a casual or temporary employee has not performed any work for the Employer for a period of twelve (12) months or longer and after this time is reemployed in a casual or temporary capacity, the employee must start a new accumulation of hours. The prior service of such employee referred to herein shall not be counted towards payment in lieu of benefits under this Article.
- (iv) They shall have their temporary or casual service accumulated for purposes of regular seniority pursuant to Article 13.04.
- (v) They shall have access to the grievance procedure.
- (vi) They shall pay union dues pursuant to Article 6.02.
- (vii) Temporary and casual employees, filling classifications listed in Schedule "A" shall be paid not less per hour than the equivalent of the established monthly rate.

(viii) Temporary employees shall receive the benefits of Article 27.05.

1.11 Plural or Feminine Terms

Throughout this Agreement, wherever the masculine gender or 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'S 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 388, as the exclusive bargaining agent for those bargaining unit employees covered by this 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 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

With the intent that a minimum of eighty percent (80%) of all employees within the bargaining unit shall become and remain members of the Union in good standing, the City agrees as follows:

- (i) Whenever, at the time of hiring of any employee to fill a position within the bargaining unit, fewer than eighty percent (80%) of all employees within the bargaining unit are members of the Union in good standing, the person so hired shall not be retained in the employment of the City unless he shall, within three (3) months of his appointment, become a member of the Union.
- (ii) No employee who is a member of the Union at the signing of this Agreement, or who shall thereafter become a member of the Union, shall be retained in employment unless he shall continue to be and remain a member of the Union in good standing, provided that the Union shall not, without good and sufficient cause, refuse any employee admission as a member, nor suspend or expel from membership any employee.

6.02 Union Dues

The city further agrees that it shall be a condition of employment for all employees within the bargaining unit, within thirty (30) days following their appointment, to pay to the Union in each month, or as often as the monthly or other periodical dues ordinarily become payable, a service assessment equal to the amount of such monthly or periodical dues; and the City shall deduct the amount of such assessment from the wages or salary payable to each employee, as and when such dues become due and payable to the Union.

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

The Union shall be notified of all promotions, hirings, layoffs, recalls and terminations of employment.

ARTICLE 7, NO DISCRIMINATION

- 7.01 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 or marital status; nor **by** reason of his membership in the Union, This Article shall not apply to normal retirement in accordance with the Pension (Municipal) **Act**.

ARTICLE 8, NEW EMPLOYEES

8.01 Copies of Agreement

- (i) Upon commencing employment, all newly hired employees shall be issued a copy of the conditions of employment by the City,
- (ii) All new employees shall receive a copy of this Agreement on commencement of employment. Incumbent employees shall, upon request, receive a copy of this Agreement.

8.02 Printing Agreement

If copies of this Agreement are printed in booklet form, the cost shall be shared equally by the City and the Union.

8.03 Previous Experience

In confirming appointments or promotions to regular full-time or regular part-time positions, or in engaging temporary or probationary employees, consideration may be given to previous experience in the same or similar work when establishing the rate of pay for the employee within the salary range for the position concerned.

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 12 shall not be discussed. Such meetings are to be held within a reasonable time after a request by either party.

ARTICLE 10, CITY COUNCIL MEETINGS

- 10.01 A copy of the adopted minutes of regular City Council meetings and committees, as appropriate, shall be provided to the Union upon its request.

ARTICLE 11. CORRESPONDENCE

- 11.01 All correspondence between the parties arising out of this Agreement, or incidental thereto, shall pass to and from the Secretary of the Union and the Municipal Manager and/or the Personnel Director.

ARTICLE 12, GRIEVANCE AND ARBITRATION PROCEDURES

12.01 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 this Agreement or any other dispute, including any question as to whether any matter is arbitrable. All grievances shall be finally and conclusively resolved in the manner provided in this Article without stoppage of work or any reduction in production or services consistent with Workers' Compensation or other Government Statutes.

12.02 Procedure

- (i) Step 1: Within twenty (20) working days from the date of the incident prompting the grievance, the employee shall discuss the matter with his immediate management supervisor, as designated by the City. If the employee so desires, a shop steward may be present during the discussion at this step. In any grievance or dispute concerning a pay cheque or pay statement, the twenty (20) day time limitation contained herein shall commence on the date that the employee received the pay cheque or pay statement.
- (ii) Step 2: If no settlement is reached at step 1, the aggrieved employee shall submit the grievance in writing to his department head, 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 seven (7) working days of the receipt of the grievance, in an attempt to reach a satisfactory settlement.
- (iii) Step 3: If no settlement is reached at step 2, a meeting shall be arranged between the senior representatives of the Union and Management, within seven (7) working days of the last meeting at step 2. Either party may be represented by a person employed by an organization to which it is affiliated at meetings held at this step.
- (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 made to the other party, in writing within ten (10) working days of the last meeting provided at step 3.

12.03 Extension of Time Limits

The parties may by mutual agreement, in writing, extend the time limits mentioned above, provided such extension is requested prior to the expiry of the time allowed. However, failure to observe the time limitations herein, including the time to initiate a grievance, shall render the grievance void.

12.04 Policy Grievances

Where a dispute involving a question of the general application or general interpretation of this Agreement occurs, or the City has a grievance, such grievance may be processed commencing at step 3, provided the grievance is submitted within twenty (20) working days from the date of the incident prompting the grievance.

12.05 Appointment of an Arbitration Board

- (i) When either party has requests that a grievance be submitted to arbitration pursuant to Article 12.02(iv), it shall at the same time notify the other party of its nominee to the arbitration board. The recipient of this notice shall, within seven (7) working days, notify the other party, in writing, of its appointee to the arbitration board.
- (ii) If the recipient of the notice under Article 12.02(iv) fails to appoint its member within seven (7) working days, or if the two (2) appointees fail to select a chairman within seven (7) working days following their appointment, the appointment shall be made by the Minister of Labour.

12.06 Powers of the Arbitration Board

- (i) The arbitration board may determine its own procedure in accordance with the Labour Code of B.C. and shall sit, hear the parties and settle the terms of the question to be arbitrated, and make its award, within one (1) month of its first meeting. The board shall deliver its award in writing to each of the parties, giving reasons for the decision. The award of the majority of the board shall be final and binding on all parties. Where there is no majority, the decision of the chairman shall be the decision of the board.
- (ii) Should the parties disagree as to the meaning of the board's decision, either party may re-submit the matter in dispute to the board for clarification.
- (iii) The board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. The time limits established for the arbitration procedure in this Article may be extended by mutual consent of both parties.

12.07 Cost of Arbitration

Each party shall pay the cost and expenses of its appointee to the arbitration board and shall share equally the cost and expenses of the chairman.

12.08 Reinstatement After Dismissal or Suspension

Any employee who has been wrongfully dismissed or suspended by the City and who is later reinstated, shall be compensated in full for all time lost less any earnings he may have made through other employment during the period of his dismissal or suspension.

ARTICLE 13, SENIORITY

13.01 Definition

- (i) For purposes of this Agreement, seniority shall be defined as the length of an employee's continuous employment from the date of last hire in either a regular full-time or regular part-time position, provided that regular part-time employees shall accumulate seniority on the basis of their hours actually worked. Regular full-time and regular part-time employees shall not attain seniority until they have completed their probationary period, after which their seniority shall include the probationary period.
- (ii) Leave of absence shall not constitute a break in length of service for purposes of seniority.

13.02 Factors Considered in Filling Posted Vacancies

- (i) The following factors shall receive consideration when filling posted vacancies: qualifications, experience, skill and ability. When these factors are equal among applicants for the position, the senior employee shall receive preference.
- (ii) All determinations of qualifications, experience, skill and ability shall be made by the Employer. Whether such determinations were made in a fair and equitable fashion shall be subject to the grievance/arbitration procedures under this Agreement.
- (iii) In any arbitration pursuant to subsection (ii), 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.

13.03 Probationary Period

All newly hired regular full-time and regular part-time 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. Temporary and casual employees shall remain on probation for the full period of their employment.

13.04 Temporary and Casual Employee Seniority

Temporary and casual employees shall neither exercise nor accumulate seniority. However, those temporary and casual employees who are subsequently appointed to regular full-time or regular part-time employment shall, after completion of the normal probationary period, have their total cumulative hours of service as a temporary or casual employee, worked after September 9, 1986, credited for purposes of regular full-time or regular part-time seniority, provided always that the employee in question has actually worked at least forty (40) hours in either a temporary or casual capacity during the three (3) month period immediately preceding such regular appointment. It is understood that this clause applies to seniority only and is in no way applicable to service for purposes of retroactive benefit entitlement, except vacations.

13.05 Seniority Lists

The Employer shall maintain current seniority lists for regular full-time and regular part-time employees showing each employee's seniority standing. Where two or more employees commenced work on the same date, their relative seniority standings shall **be** determined on the **basis** of their application dates. The Employer shall provide copies to the Union upon request.

13.06 Loss of Seniority

A regular full-time or regular part-time employee shall lose seniority in the event:

- (a) He is terminated for cause and is not reinstated.
- (b) He resigns.
- (c) He is absent without approved leave for five (5) consecutive working days, unless it was impossible for the employee to have contacted the Employer.
- (d) He has been laid off from regular full-time or regular part-time employment for longer than twelve (12) consecutive months, or fails to accept recall under Article 15.08(ii), or fails to report on the date and time required when recalled.

13.07 Transfer out of Bargaining Unit

Employees shall not be transferred or promoted out of the bargaining unit without their consent. When an employee is transferred or promoted out of the bargaining unit, he shall retain the right to return and upon returning he shall **be** placed in a position consistent with his seniority. Such employees shall retain the seniority they have acquired up to the date of leaving the unit **but** shall not continue to accumulate seniority for periods of service outside the unit.

ARTICLE 14, POSTING AND FILLING OF VACANCIES

14.01 Posted Vacancies

- (i) Where a regular full-time or regular part-time vacancy occurs, or a new regular full-time or regular part-time 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.).
- (ii) Temporary and casual 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.

14.02 Applications by Temporary and Casual Employees

Temporary and casual employees shall be eligible to apply for any vacancy posted under this Article and filled on the basis of Article 13.02. Provided always that the qualifications, experience, skill and ability of the temporary or casual employee to perform the work in question is equal to that of an external applicant, the temporary or casual employee shall receive preference.

14.03 Appraisal Period

When a currently employed regular full-time or regular part-time employee is selected to fill a vacancy posted under Article 14.01, he shall serve an appraisal period not exceeding six (6) calendar months in the new position. During this period, the employee may be returned to his former classification and pay rate without a loss in seniority, should he prove unsatisfactory or unable to perform the duties of the new position.

ARTICLE 15, LAYOFFS, RECALL AND BUMPING

15.01 Definition

Consistent with the following articles, a layoff shall be defined as the loss by a regular full-time or regular part-time 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) the permanent reduction of the working hours in that position in excess of one (1) hour per day.

15.02 Layoff Order

Regular full-time and regular part-time employees shall be laid off on the basis of the classification and department designated for the layoff by the Employer, with the senior employee(s) being retained in that classification and department, provided always that he/they have the

required qualifications, experience, skill and ability to perform the work in question. All determination of qualifications, experience, **skill** and ability shall be made by the Employer in a fair and equitable fashion.

15.03 Bumping Rights

- (i) Within three (3) working days after being notified under Article 15.02 that they occupy a classification designated for layoff, those regular full-time and regular part-time employees who are not to be retained *in* that classification and department shall be given opportunity to exercise their seniority, vis a 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 subsections (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 15.03, shall result in the affected employee being laid off and placed on the recall list,
 - (a) firstly the most junior employee occupying a classification in a lateral pay grade; or failing that
 - (b) the most junior employee occupying a classification in the next or each subsequent lower pay grade.
- (ii) Upward bumping is not permitted under this Article, Regular part-time employees may only bump other regular part-time employees.
- (iii) When an employee bumps a more junior employee in accordance with this Article, he shall be placed at the same increment step of the new wage grade as he occupied before so bumping.

15.04 Notice of Layoff

- (i) The Employer shall provide written notice to regular full-time and regular part-time employees, who do not bump a more junior employee in accordance with Article 15.03 and who, as a result, are to be laid off and place 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 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 as defined in Part 5, Section 41 of the Employment Standards Act of British Columbia in effect January 1, 1983. A layoff not exceeding 13 weeks being defined therein as temporary.

15.05 Appraisal Period

- (i) A regular full-time or regular part-time employee who bumps a more junior employee in accordance with Article 15.03, or who is recalled to employment in accordance with Article 15.08(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.

15.06 Severance Pay

Within the three (3) working day of being notified of layoff under Article 15.04, and as an alternative to either bumping a more junior employee in accordance with Article 15.03 or working the notice period, being laid off and placed on the recall list, the affected regular full-time or regular part-time 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 15.06 shall be finally and conclusively terminated in all respects and shall not have recall or other rights under this Agreement.

15.07 Recall List

Regular full-time and regular part-time employees laid off under this Article 15, and not bumping a more junior employee in accordance with Article 15.03, and not electing to take severance pay in accordance with Article 15.06, shall be placed on the recall list in seniority order for a period not to exceed twelve (12) consecutive months.

15.08 Recall Rights

- (i) Laid off regular full-time and regular part-time employees on the recall list may make application, on the same basis as active employees, for regular full-time and regular part-time vacancies posted under Article 14.01. Laid off regular full-time and regular part-time 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 13.02.

- (ii) If the regular full-time or regular part-time vacancy is not filled under subsection (i), and in accordance with Article 15.09 below, the Employer shall then attempt to recall a former regular full-time or regular part-time 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.

15.09 Recall Procedures

- (i) It shall be the responsibility of laid off regular full-time and regular part-time employees on the recall list to maintain their current telephone number and postal address with the Employer's Personnel Department. When filling regular full-time or regular part-time vacancies under Article 15.08(ii), and before offering employment to a new employee, the Employer shall attempt to contact a laid off regular full-time or regular part-time 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 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) Effective September 9, 1986, employees shall have the right to refuse two (2) recalls to employment during their twelve (12) month recall period **before losing** their recall rights.

15.10 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.

15.11 Temporary Layoffs or Work Stoppages

This Article 15 does not apply to temporary layoffs, or work stoppages of three (3) working days or less, resulting from causes reasonably beyond the control of the Employer.

15.12 Special Placement

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

ARTICLE 16, HOURS OF WORK

16.01 Work-Day

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

16.02 Work-Week

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

16.03 Variance in Working Times

- (i) Articles 16.01 and 16.02 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 on the basis of subsection (ii) below.

- (ii) Employees in position(s) of a special nature whose work is normally eight (8) hours or seven and one-half (7½) hours, as mentioned in subsection (i), will be compensated for the additional hours over seven (7) hours, at straight time, to the closest pay grade. In such cases, the City will make the decision on whether the employee is to work a seven (7), seven and one-half (7½), or an eight (8) hour day at the present time, or in the future.

16.04 Staggered Hours

- (i) Staggered hours of work may be implemented for specifically predetermined periods of time in various departments, subdepartments or work groups, following consultation with the Union and approval **by** the Municipal Manager.
- (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,

ARTICLE 17, OVERTIME

17.01 All hours worked **by** an employee in excess of the normal daily hours, (i.e., seven (7), seven and one-half (7½), or eight (8), as the case may be), shall be classed as overtime and shall be paid at the rate of one and one-half times (~~1½X~~) the regular rate for the first three (3) hours, and two times (~~2X~~) thereafter.

17.02 All hours worked by a regular full-time or regular part-time employee on a normal rest-day; on a Statutory Holiday as defined in Article 21 or on any day in lieu thereof, shall **be** classed as overtime and shall be paid at the rate of one **and** one-half times (~~1½X~~) the regular rate for the first three (3) hours, and two times (~~2X~~) thereafter.

ARTICLE 18, SHIFT DIFFERENTIAL

18.01 Regular full-time and regular part-time employees regularly working on afternoon or night shifts shall be paid a shift differential as follows:

4:00 p.m. to 12:00 midnight - 50¢ per hour
12:00 midnight to 8:00 a.m. - 60¢ per hour

18.02 This shift differential is to be paid **for** hours worked only and **is not** to be included in overtime calculations.

ARTICLE 19, WAGES/SALARIES AND ALLOWANCES

19.01 Schedule "A"

The salaries to be paid shall be those set forth in Schedule "A" which is attached to and forms part of this Agreement.

19.02 Service Pay

All regular full-time or regular part-time 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 continuous service, ten cents (10¢); after an additional five (5) years of continuous service, an additional ten cents (10¢); and a like increase for each additional five (5) years of continuous service completed.

19.03 Pay While Relieving in a Higher Rates Position

When appointed by the Employer to perform the full duties of any higher paid position than his own:

- (i) Regular full-time or regular part-time employees shall, upon the completion of five (5) consecutive working days in the higher position, receive the minimum salary for the higher position, or an amount equal to one (1) increment above the employee's regular salary, whichever is the greater, for the total time spent in the higher position, subject to subsection (iii) below;
- (ii) Effective January 1, 1987 the five (5) consecutive day acting pay limitation shall be deleted.
- (iii) In the event that an employee does not perform the full duties of the higher position, a pay adjustment in an amount determined by the Municipal Manager, shall be made to compensate for the additional responsibilities assumed which adjustment shall not be less than one (1) increment above the employee's regular salary.

19.04 Salary Increments

If an increment is omitted for two (2) years in succession, the employee concerned may be separated from the service or transferred to some other position better suited to his qualifications and capacity.

ARTICLE 20, ANNUAL VACATION

20.01 Entitlement

Annual vacation for regular full-time and regular part-time employees shall be as follows:

- (i) Regular full-time and regular part-time employees leaving the service of the Employer in less than twelve (12) months from their date of appointment, shall be granted annual holiday pay in accordance with the Employment Standards Act of B.C.. Employees entitled to three (3) weeks vacation shall be granted six percent (6%) of their pay from their commencement of continuous service to their termination date.
- (ii) After the first (1st) year of service and up to the end of the eighth (8th) year of service: three (3) weeks vacation per annum.
- (iii) After the eighth (8th) year of service and up to the end of the sixteenth (16th) year of service: four (4) weeks vacation per annum.
- (iv) After the sixteenth (16th) year of service and up to the end of the twenty-fourth (24th) year of service: five (5) weeks vacation per annum.
- (v) During the twenty-fifth (25th) year of service and each year thereafter: six (6) weeks vacation per annum.

20.02 Termination of Employment

Regular full-time and regular part-time 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 (1/12) of their vacation entitlement for each month, or portion of a month greater than one-half ($\frac{1}{2}$), worked from their anniversary date to their date of termination,

provided that:

- (i) "Calendar year" for purposes of this Article 20 shall mean the twelve-month period from January 1st to December 31st inclusive;
- (ii) In all cases of termination of service for any reason, adjustment will be made for any over-payment of vacation.

20.03 Accrual of Vacation

Annual vacation shall normally be taken annually, in the amount of an employee's annual entitlement. The specific approval of the Municipal Manager, acting on the recommendation of the department head, must be obtained by December 1st in any calendar year prior to the accrual of annual vacation from one calendar year into the next calendar year, whether caused by stress of work, or with a view to an accumulation for specific purposes. Failing such approval, employees are to take their annual vacation in the calendar year of their entitlement. In the case of an approved accrual of part or all of an employee's previous annual vacation, such accrued vacation is to be taken at a time designated and approved by the head of the department.

20.04 Long Service Special Vacation

In addition to annual vacation, as defined in Article 20.01, where a regular full-time or regular part-time 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, and such leave shall be taken not later than one (1) year prior to retirement.

ARTICLE 21. STATUTORY HOLIDAYS

21.01 Entitlement

(i) The following shall be paid statutory holidays for regular full-time and regular part-time employees:

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

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

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

21.02 Statutory Holiday Falling During Annual Vacation

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

21.03 Statutory Holiday Falling on a Rest-Day

When a statutory holiday falls and is celebrated on a regular full-time or regular part-time 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.

21.04 Probationary Employees

Where a probationary employee has been employed by the City for at least thirty (30) days, and where such employee has earned wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the statutory holiday, such employee shall be entitled to statutory holiday pay in accordance with the following schedule:

New Year's Day
Good Friday
Victoria Day
Canada Day
Christmas Day

British Columbia Day
Labour Day
Thanksgiving Day
Remembrance Day

ARTICLE 22. SICK LEAVE

22.01 Definition

For purposes of this Article, sick leave is defined as those periods when a regular full-time or regular part-time employee takes leave with pay pursuant to Article 22.02 because the employee is ill or disabled for reasons not covered by WCB and, as a result, is unable to attend work.

22.02 Entitlement

Regular full-time or regular part-time employees shall be eligible for sick leave in accordance with the schedule set out below, subject always to the maximum accrual established in Article 22.05.

- (i) During the first twelve (12) months of service: one (1) day for each completed month of service commencing upon satisfactory completion of three (3) months of continuous service.
- (ii) Upon completion of one (1) year of service and up to 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.

22.03 Proof of Illness

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

22.04 Waiting Period

- (i) **Sick** leave benefits shall commence on the first day of absence on each of the first three separate instances of absence during any calendar year. However, on the fourth instance of absence and each instance thereafter in any calendar year, sick **leave** benefits shall not commence until the second day of absence; provided that when the employee reports for work **and is sent home by** the

Employer, or his delegate, because the employee is too ill to continue work, the one day waiting period shall not apply in that instance.

- (ii) Effective January 1, 1987, this Article 22.04 shall be deleted from the agreement.

22.05 Sick Leave Accrual

With the exception of those regular full-time and regular part-time employees covered by Letter of Understanding No. 1 which establishes "grandfather" provisions regarding sick leave accrual, the unused sick leave entitlement shall accrue and be available to other employees as provided in Article 22.02, at the rate of one hundred percent (100%) during the first five (5) years of employment, but in the sixth year and each year thereafter, the amount of accrual shall be fifty percent (50%) of the unused entitlement. The maximum accrual allowable to one employee shall be one hundred and thirty (130) days.

22.06 Sick Leave Payout

With the exception of those regular full-time and regular part-time employees covered by Letter of Understanding No. 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.

22.07 Injury While in the Service of Another Employer

Notwithstanding any other article of this Agreement, any employee injured while in the service of another employer, or while self-employed for profit, shall not receive any of the sick leave benefits provided in this Article 22.

ARTICLE 23, EFFECT OF ABSENCE ON SICK LEAVE VACATIONS AND STATUTORY HOLIDAYS

23.01 Regular full-time and regular part-time 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.

23.02 Regular full-time and regular part-time 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;
- (iv) Workers Compensation in excess of ninety (90) consecutive days;
- (v) maternity leave.

ARTICLE 24, NEW OR REVISED CLASSIFICATIONS

24.01 Job Descriptions/Class Specifications

The Employer agrees to draw up Job Descriptions/Class specifications for all positions for which the Union is the bargaining agent which shall be the recognized description or specification. Where any such position changes sufficiently to warrant a revised specification/description, or the Employer creates a new regular full-time or regular part-time position, a new or revised specification/description shall be prepared by the Employer and forwarded to the Union. This specification/description shall be considered final unless the Union proposes written amendments and/or comments within thirty (30) calendar days of its receipt. Upon receipt of amendments and/or comments proposed by the Union, the Employer shall finalize the specification/description.

24.02 Pay Reviews

- (i) Where the work of a regular full-time or regular part-time position changes sufficiently to warrant a reclassification, the employee involved may request a review of the pay rate for such position.
- (ii) Where a new regular full-time or regular part-time position is established by the Employer, the rate of pay for such new position shall be established by the Employer for a period of six (6) months. The employee(s) involved may request a review of this pay rate following the completion of this six (6) month period.
- (iii) The Employer shall complete the requested pay review within ninety (90) days of the employee's request under subsections (i) or (ii) and present its findings to the Union. If the parties are unable to reach agreement as a result of such pay review, the matter may be resolved by Arbitration under this Agreement.
- (iv) Pay reviews and arbitrations conducted pursuant to this article shall be based primarily upon internal comparison to other positions contained in this Collective Agreement.
- (v) When a final rate of pay under this Article differs from that being paid at the time of the evaluation request, the difference shall be paid retroactively to the date the employee first requested the review.

ARTICLE 25, LEAVE OF ABSENCE UNION OFFICIALS

25.01 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, executive members and shop stewards.

25.02 Leave for Union Business

Time off with pay shall be granted to official representatives of the Union, upon application to the Municipal Manager, when it becomes necessary to transact business in connection with matters affecting both parties to this Agreement, and without limiting generality, shall include collective bargaining meetings, quarterly union-management meetings, grievance meetings, and arbitration hearings. The official representatives of the Union to be granted time off with pay under this Article shall be limited to three (3) in number.

ARTICLE 26, JURY OR COURT WITNESS DUTY

26.01 The City shall grant leave of absence without loss of seniority to a regular full-time, regular part-time or temporary employee who serves as a juror or witness in any Court. The City shall pay such an employee the difference between his normal earnings and the payment he received for jury service or court witness duty. The employee will present proof of service and the amount of payment received.

ARTICLE 27, FRINGE BENEFITS

27.01 Medical Services Plan and Extended Health Benefits

In consideration of a regular full-time or regular part-time employee contributing fifty percent (50%) of the monthly cost of that employee's participation in the British Columbia Medical Services Plan and the Extended Health Benefits Plan under the trusteeship of the Capital Area Benefits Trust, upon completion of their probation period, the City will contribute the remaining fifty percent (50%).

27.02 Dental Plan

The Employer shall maintain a dental plan for regular full-time and regular part-time employees upon completion of their probationary period, under the Trusteeship of the Capital Area Benefit Trust, which shall provide for the payment of one hundred percent (100%) of claims under Plan "A" (basic services) and fifty percent (50%) under Plan "B" (prosthetic appliance and crown and bridge procedures). The Employer shall pay fifty percent (50%) of the monthly premium cost of the dental plan in each instance where the employee agrees to contribute the remaining fifty percent (50%) through monthly payroll deductions.

27.03 Group Life Insurance

- (i) Regular full-time and regular part-time employees shall, upon completing their probation period, participate in the Group Life Insurance Plan, under the trusteeship of the Capital Area Benefit Trust, as a condition of employment. Each participating employee shall have the 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 other optional benefits as offered by the trustees of the Capital Area Benefit Trust which each employee desires.
- (ii) The Employer shall pay fifty percent (50%) of the cost of the premiums of the basic group life insurance and accidental death and dismemberment benefits, and the employee shall contribute the remainder. However, all premiums for any optional benefits shall be borne solely by the employee.

27.04 Superannuation

All newly hired regular full-time and regular part-time employees less than fifty (50) years of age, upon completion of their probationary period, shall participate under the Pension (Municipal) Act, subject to the terms and conditions of such Act. Newly hired employees fifty (50) **Years** of age or older may participate upon approval by the Employer.

27.05 Workers' Compensation Supplement

- (i) ~~When~~ an employee suffers an occupational injury approved by the Workers' Compensation Board under the Workers' Compensation Act, the employee's normal salary shall be continued for a period of not more than fifty-two (52) weeks, or until the status of the Workers' Compensation Board payment changes to disability pension or other Workers' Compensation settlement, whichever occurs first.
- (ii) All monies payable to such employee by way of compensation for loss of wages under the said Act shall be paid to the Employer by the Workers' Compensation Board, in return for which the Employer shall pay the employee the full amount of his wages to which he would have been otherwise entitled but for disability suffered or incurred by the employee aforesaid, subject to the above maximum time limitation of fifty-two (52) weeks.
- (iii) Regular part-time employees shall receive the WCB Supplement only on the basis of their average earnings and hours worked. Temporary employees shall be eligible for the supplement only for the period which such employee would otherwise have remained actively employed. Casual employees shall not be eligible.
- (iv) An employee who suffers an occupational injury before or on April 6, 1984, which injury is approved **by** the WCB, and such employee would have otherwise been eligible for the WCB supplement without

the fifty-two (52) week maximum time limitation, he shall receive this supplement without any time limitation for that particular injury only. This Article 27.05 does not apply to individuals who quit, retired or were terminated before April 6, 1984.

- (v) Effective January 1, 1987, this Article 27.05 shall be deleted from the Agreement.

ARTICLE 28, LEAVE OF ABSENCE

28.01 Leaves of absence for education, skills up-grading or such other training purposes, as may be approved by the department head and the Municipal Manager 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.

ARTICLE 29, MATERNITY AND ADOPTION LEAVE

- 29.01 Pregnant regular full-time and regular part-time employees shall qualify for maternity leave upon completion of their probationary period in accordance with the following:
- 29.02 Regular full-time and regular part-time employees making application, not later than two (2) weeks prior to the commencement of the leave, will be granted unpaid pre and post-natal maternity leave not in excess of a total of six (6) months, subject to review and possible extension in individual cases which are supported by written medical evidence.
- 29.03 It is incumbent upon the employee to provide medical evidence of the expected date of confinement at least six (6) weeks in advance. It is also her responsibility to provide written medical evidence of health during pregnancy while still at work, if requested to do so by the City.
- 29.04 If the employee returns to work immediately after the expiry of the authorized leave, she will retain her former position without loss of available benefits, except as provided in Article 23. The employee is to provide one (1) month's notice of the date of returning to work, however, if the employee suffers medical complications, the date of return to work may be extended on medical evidence.
- 29.05 The employee shall be deemed to have resigned on the date upon which the leave commenced, if an application to return to employment is not made or, if she does not commence re-employment on the dates required in Article 29.04, and the City shall recover the Employer's share of any benefit contributions made, in accordance with arrangements made by the City with the employee prior to the commencement of the leave.
- 29.06 Medical complications of pregnancy will be covered by the sick leave provisions while the employee remains at work.

29.07 Regular full-time and regular part-time employees will be permitted leave of absence without pay for a maximum period of six (6) months for the purpose of adopting a child, without loss of classification or benefits on return to work, except as provided in Article 23 and in accordance with Articles 29.04 and 29.05. The employee will be required to furnish proof of adoption.

ARTICLE 30, OCCUPATIONAL HEALTH AND SAFETY

30.01 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.

30.02 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.

30.03 Occupational Health and Safety Committee

The parties agree to establish an Occupational Health and Safety Committee per the WCB Regulations.

ARTICLE 31, SUB-CONTRACTORS

31.01 All sub-contractors 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.

ARTICLE 32. DISCIPLINE AND EMPLOYEE RECORDS

32.01 Each employee shall be entitled to receive a record of his sick leave standing and any personal appraisal or disciplinary action that is added to his file.

ARTICLE 33 - SEXUAL HARASSMENT

33.01 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.



- 33.02 For purposes of this Agreement, sexual harassment shall be defined as any sexually oriented practice which undermines an employee's health or job performance, or endangers an employee's employment status or potential.
- 33.03 Cases of sexual harassment shall be considered as discrimination and, if not resolved on a confidential basis pursuant to Article 33.01 above, shall be eligible to be processed as a grievance. In cases of sexual harassment, an Arbitration Board, shall have the power to transfer or discipline any person found guilty of sexually harassing an employee.

ARTICLE 34, TECHNOLOGICAL CHANGE

- 34.01 The Union recognizes the right of the Employer to introduce technological change for the purpose of improving operating efficiency.
- 34.02 Where a technological change is to be implemented which (i) affects the terms and conditions, or security of employment of a significant number of employees to whom the Collective Agreement applies; and (ii) alters significantly the basis upon which the Collective Agreement was negotiated, the Employer shall give a minimum of ninety (90) days written notice of such change to the Union.
- 34.03 Within fifteen (15) days from the date of such notice, the Employer and the Union shall form an ad hoc technological change committee, consisting of two (2) members from each side, to discuss and resolve, if possible, all matters pertaining to the proposed change.
- 34.04 Where the introduction of such technological change results in an employee becoming redundant, the above committee shall include in its discussions, opportunities for retraining, transfer, or the matter of severance pay for such employee.
- 34.05 Where the committee is unable to resolve a dispute arising from the technological change, the matter shall be resolved, without stoppage of work, in accordance with the Grievance/Arbitration procedure established in this Agreement.

ARTICLE 35 - TERM OF AGREEMENT

35.01 Term

This Agreement shall be in effect from and including, January 1, 1986 to and including December 31, 1987, and shall continue in effect from year to year thereafter, subject to the right of either Party, within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other party to commence collective bargaining, with a view to the conclusion of a renewal or revision of this Agreement, or a new Agreement.

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 commences a legal strike, or the Employer commences 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 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 Secretary of the Union, at the City Hall, Victoria, B.C.; and in the case of the City, if delivered or mailed in the same manner to the Manager, Greater Victoria Labour Relations Association, 3rd Floor, 534 Yates Street, Victoria, B.C., V8W 1K8.

35.04 Section 66 Excluded

Subsection 2 of Section 66 of the Labour Code of British Columbia shall be inoperative and shall not be applicable to this Agreement.

35.05 Retroactivity

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".

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 No. 1 - Sick Leave "grandfather" provisions;
- Letter No. 2 - Long Term Disability;
- Letter No. 3 - Contracting-Out;
- Letter No. 4 - Application of Article 15.12 - Special Placement
- Letter No. 5 - Past Practices for Casual and Temporary Employees

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed and sealed on this 23 day of SEP in the year 1987, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION:

The Corporate Seal of the GREATER VICTORIA LABOUR RELATIONS ASSOCIATION was hereunto affixed in the presence of:

Sealed with the Seal of the Canadian Union of Public Employees Local 388, in the presence of:

[Handwritten signature]
17A—

[Handwritten signature]

CHAIRMAN, Greater Victoria Labour Relations Association

PRESIDENT, Canadian Union of Public Employees, Local No, 388

[Handwritten signature]
DIRECTOR, Greater Victoria Labour Relations Association

VICE-PRESIDENT, Canadian Union of Public Employees, Local No.388

APPENDIX "A"

POLICE DEPARTMENT - DISPATCHERS, TELEPHONE OPERATORS AND RECORDS SECTION

This Appendix is attached to and forms part of the Collective Agreement between the City of Victoria and the Canadian Union of Public Employees, Local No. 388. This Appendix applies only to Dispatchers, Telephone Operators and Records Section employees working in the Victoria City Police Department. This Appendix amends various articles of the Collective Agreement for such employees. Where a conflict arises between this Appendix and the Collective Agreement, this Appendix shall always apply.

I. DISPATCHERS AND TELEPHONE OPERATORS

In the event the City directs the Dispatchers and/or Telephone Operators employed in the Police Department, or *some of them*, to be assigned daily and weekly work schedules which are contrary to the provisions of Article 16 of this Agreement, the terms and conditions governing:

- (1) hours of work
- (2) overtime
- (3) sick leave
- (4) annual and statutory holidays
- (5) shift differential
- (6) pay for relieving in a higher rated position

shall be as provided in sections 1 through 6 below, notwithstanding any of the provisions of the Agreement. However, those provisions of the Agreement not specifically mentioned in sections 1 through 6 below shall apply.

1. Hours of Work:

- (i) The normal weekly hours of work for the Police Dispatchers and Telephone Operators shall be an average thirty eight (38) hours and thirty-six (36) minutes, worked on the following schedule:
 - (a) Two (2) consecutive day shifts of eleven (11) hours, excluding a one (1) hour lunch period, followed by twenty-four (24) hours off duty; then two (2) consecutive night shifts of eleven (11) hours, excluding a one (1) hour lunch period, followed by ninety-six (96) consecutive hours off duty.
 - (b) Notwithstanding the foregoing, actual hours worked by each employee in excess of an average of thirty-five (35) hours per week, shall be taken in time-off, one (1) hour off for one (1) hour worked, at a time agreeable to the Police Chief, or his designate.
- (ii) Article 16.03(i) of the Agreement shall not apply to Police Dispatchers and Telephone Operators.

2. Overtime:

- (i) All hours worked in excess of the normal daily hours, eleven (11) hours, shall be classed as overtime and shall be paid at the rate of one and one-half (1½) times the regular rate for the first three (3) hours and at two (2) times the regular rate thereafter.
- (ii) Article 17.02: the phrase dealing with "Statutory Holiday" shall not apply. (See subsection 4(iv) below)

3. Sick Leave:

- (i) Article 22.01 of the Agreement shall apply.
- (ii) Article 22.02, of the Agreement shall **be** amended as follows:

<u>Employee Service</u>	<u>On Full Pay</u>
For the first year.7 hours per month upon satisfactory completion of three (3) months of continuous service.
2nd to end of 5th year	seven 11-hour shifts plus one 7-hour period (Total 84 hours)
6th to end of 75th year,	eleven 11-hour shifts plus one 5-hour period (Total 126 hours)
After 15th year and up	fifteen 11-hour shifts plus one 3-hour period (Total 168 hours)
Maximum cumulative sick leave.	six months salary (Total 912 hours).

- (iii) Articles 22.03 through and including 22.07, and letter of Understanding #1, shall apply to Police Dispatchers and Telephone Operators.

4. Annual Vacation and Statutory Holidays:

- (i) Article 20.01(i) and Article 22.02 of the Agreement shall **apply**.
- (ii) Articles 20.01(ii) and (v) shall be amended by deleting "3 weeks", "4 weeks", and "5 weeks" and shall be substituted by "nine 11-hour Shifts, plus one 6-hour period"; "twelve 11-hour shifts, plus one 8-hour period"; and "fifteen 11-hour shifts, plus one 10-hour period"; respectively.
- (iii) Article 21 shall apply only in respect to the eleven (11) Statutory Holidays listed in Article 21.01.

- (iv) (a) **As** remuneration in lieu of the eleven (11) Statutory Holidays listed, whether occurring on a rest day or on a regular work-day, Police Dispatchers and Telephone Operators shall be granted seventy-seven (77) hours statutory leave with pay for each full calendar year (reduced pro-rata service of less than one year and for probationary employees pursuant to Article 21.04) . Such leave ~~may~~ be granted in one block period, subject to the efficient operation of the Department, provided that in each instance that a Police Dispatcher or Police Telephone Operator is absent from a scheduled work shift that occurs on a Statutory Holiday by reason of illness, injury, funeral leave or any other leave with pay, there shall be a deduction of seven hours from the ~~maximum original~~ seventy-seven (77) hour entitlement.
- (b) In the event a Police Dispatcher or Police Telephone Operator works on the day a statutory holiday falls and is celebrated, remuneration shall be at the rate of one and one-half times ($1\frac{1}{2}X$) the regular rate for the first three (3) hours worked and two times (2X) the regular rate for each hour worked in excess of three (3) hours and shall be paid in increased salary. For purposes of calculating the hourly rate the monthly salary (Schedule "A") shall be divided by 152.

5. Shift Differential :

- (i) Article 18 notwithstanding, Dispatchers or Telephone Operators working day-shift shall be paid a shift differential of fifty cents (50¢) per hour, for each hour worked between 1600 and 1900 hours.
- (ii) Dispatchers or Telephone Operators working night-shift shall be paid a shift differential of sixty cents (60¢) per hour, for each hour worked between the hours of 1900 and 0700.

6. Pay While Relieving In Higher Rated Position:

- (i) Under Article 19.03(i), "five (5) consecutive working days" shall read "four (4) consecutive working days".
- (ii) Effective January 1, 1987 this four (4) day limitation shall be deleted from the Agreement.

II. RECORDS SECTION

Clerks employed in the Records Section of the Police Department, (normally 3 regulars, plus relief for same), shall be assigned daily or weekly work schedules that vary with the normal daily and weekly hours of work provisions **as** contained in Article 16. The terms and conditions governing hours of work, overtime, sick leave, and annual vacations shall be as provided in sections 7 through 9 below, notwithstanding any

of those provisions contained elsewhere in this Agreement, However, those provisions of the Agreement not specifically mentioned in sections 7 through 9 below shall apply.

7. Hours of Work and Overtime:

- (i) The normal hours of work for Clerk - Records Section - Police Department, shall average thirty-five (35) hours per week, and the daily hours shall be seven and one-half (7½), worked on the following schedule:
 - (a) two (2) consecutive day shifts commencing at 0800 hours and ending at 1630 hours, with an unpaid one (1) hour lunch period, then
 - (b) two (2) consecutive afternoon shifts commencing at 1500 hours and ending at 2330 hours, with an unpaid one (1) hour lunch period, followed by two (2) consecutive days of rest.
- (ii) Overtime rates shall apply where the daily hours of work exceed seven and one-half (7½), or where the average weekly hours exceed thirty-five (35), based upon a thirteen (13) week calculation.

8. Annual Vacation:

Annual vacation shall **be based** on one (1) week of vacation equating to thirty-five (35) hours:

- three (3) weeks vacation equals 105 hours
- four (4) weeks vacation equals 140 hours
- five (5) weeks vacation equals 175 hours
- ~~six~~ (6) weeks vacation equals 210 hours

9. Sick Leave:

Sick leave shall **be based** on one (1) day of sick leave equating to seven (7) hours:

- twelve (12) days sick leave shall equal 84 hours
- eighteen (18) days sick leave shall equal 126 hours
- twenty-four (24) days sick leave shall equal 168 hours

SCHEDULE "A"

CLASSIFICATIONS AND PAY GRADES

<u>CLASSIFICATION</u>	<u>PAY GRADE</u>
Clerk-Typist I Duty Driver - Police	3
Data Entry Operator I Parkade Attendant I	4
Archival Clerk I Clerk-Finance Clerk-Parkades Clerk-Typist II Mail Clerk - Telephone Operator -Receptionist Police Communications Operator I Police Records Clerk I Telephone Operator - Receptionist Telephone Operator - Typist	5
Cashier Clerk-Typist Clerk-Stenographer II Parkade Attendant II	6
Archival Clerk II Building Service Worker I Data Entry Operator II Police Clerk Administration Police Records Clerk II	7
Building Service Worker II Clerk-Typist III Engineering Assistant I Police Communications Operator II Police Criminal History Clerk Secretary I	8
Accounting Clerk I Water Accounts Clerk Water Meter Reader	9
Data Entry Operator III Indoor Pool Operator Print Shop Operator Supervisor of Food Services	10
Legal Secretary Police Communications Operator III Secretary II	11

<u>CLASSIFICATION</u>	<u>PAY GRADE</u>
Accounting Clerk II Aquatic Programmer Building Service Worker III Draftsperson I Engineering Assistant II Engineering Service Clerk I Parkade Supervisor Parks Operations Clerk Parking Meter Serviceman I Payroll Clerk I Storekeeper I Supervisor - Night Janitorial Services	12
Accounting Clerk - Engineering Computer Operator Permit & Information Clerk Secretary to City Council	13
Assistant Superintendent of Bldg. Mtce. & Janitorial Services Buyer Storekeeper Manager - Archives Parking Meter Serviceman II	14
Accounting Clerk - Collections Draftsperson II Engineering Assistant III Engineering Service Clerk II Environmental Inspector License Inspector & Business Tax Collector I Supervisor - Parking Tickets Traffic Technician I	15
Buyer Co-ordinator of Recreation Programs Payroll Clerk II Planning Technician - Draftsperson Supervisor - Box Office Services Tax Clerk	16
Mapping Technician Planning Technician - Zoning Programmer/Analyst Supervisor - Public Works Yard	17

<u>CLASSIFICATION</u>	<u>PAY GRADE</u>
Accounting Clerk III Graphics Artist License Inspector & Business Tax Collector II Supervisor of Building Maintenance & Janitorial Services Supervisor of Tax Collections	18
Building Inspector I Construction Superintendent -Buildings & Facilities Electrical Inspector I Parks Supervisor Plumbing Inspector I Superintendent - Sanitation	18A
Draftsperson III Engineering Assistant IV Engineering Technician -Legal Surveys	19
Superintendent - Mechanical Shops	19A
Engineering Assistant V Systems Analyst Programmer	20
Parks Horticulturist	20A
Building Inspector II Electrical Inspector II Planner I Plumbing Inspector II Traffic Technician II	21
Planner II	24
Planner III Planner - Urban Design	26

SCHEDULE "A" (cont'd)

SALARY RATES

EFFECTIVE JANUARY 1, 1986

<u>PAY GRADE</u>	<u>STEP 1*</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
3	--	--	1420	1471	1522
4	--	--	1471	1522	1577
5	--	--	522	1577	1631
6	--	--	577	1631	1690
7	--	--	631	1690	1751
8	--	1631	690	1751	1821
9	1631	1690	751	1821	1904
10	1665	1727	796	1879	1968
11	1727	1796	879	1968	2061
12	1796	1879	1968	2061	2161
13	1879	1968	2061	2161	2265
14	1968	2061	2161	2265	2371
15	2061	2161	2265	2371	2484
16	2161	2265	2371	2484	2604
17	2265	2371	2484	2604	2731
18	2371	2484	2604	2731	2863
18A	--	--	2604	2731	2863
19	2484	2604	2731	2863	3001
19A	--	--	2731	2863	3001
20	2604	2731	2863	3001	3145
20A	--	--	2863	3001	3145
21	2731	2863	3001	3145	3300
24	3145	3300	3459	3627	3804
26	3459	3627	3804	3965	4136

*Step 1 to be deleted January 1, 1987, after which eligibility for receipt of the first increment at all pay grades shall be after 12 months of service at the previous step.

SCHEDULE "A" (cont'd.)

BI-WEEKLY SALARY RATES

EFFECTIVE JANUARY 1, 1987

<u>PAY GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
3		--	663.72	687.64	711.10
4		--	687.64	711.10	736.86
5		--	711.10	736.86	762.15
6		--	736.86	762.15	789.75
7		--	762.15	789.75	818.27
8		762.15	789.75	818.27	850.93
9		789.75	818.27	850.93	889.56
10		807.23	839.43	878.06	919.46
11		839.43	878.06	919.46	963.16
12		878.06	919.46	963.16	1010.07
13		919.46	963.16	1010.07	1058.37
14		963.16	1010.07	1058.37	1108.04
15		1010.07	1058.37	1108.04	1160.94
16		1058.37	1108.04	1160.94	1217.05
17		1108.04	1160.94	1217.05	1276.39
18		1160.94	1217.05	1276.39	1338.02
18a		--	1217.05	1276.39	1338.02
19		1217.05	1276.39	1338.02	1402.42
19a		--	1276.39	1338.02	1402.42
20		1276.39	1338.02	1402.42	1469.57
21		1338.02	1402.42	1469.57	1542.25
22		1402.42	1469.57	1542.25	1616.30
23		1469.57	1542.25	1616.30	1694.95
24		1542.25	1616.30	1694.95	1777.75
25		1616.30	1694.95	1777.75	1852.72
26		1694.95	1777.75	1852.72	1932.75

*Effective January 1, 1987 with the elimination of Step 1, steps 2 - 5 have been renumbered step 1, 2, 3, and 4.

LETTER OF UNDERSTANDING #1

BETWEEN :

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

OF THE FIRST PART

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 388,
(hereinafter referred to as the "Union")

OF THE SECOND PART

The attached Letter of Understanding 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 made to that agreement.

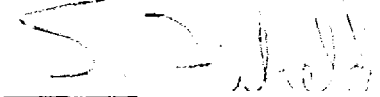
IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this 23 day of Sept. in the year 1987, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

FOR THE UNION




CHAIRMAN, Greater Victoria Labour
Relations Association



PRESIDENT, Canadian Union of
Public Employees, Local No. 388



DIRECTOR, Greater Victoria Labour
Relations Association



VICE-PRESIDENT, Canadian Union
of Public Employees, Local No.
388

LETTER OF UNDERSTANDING

BETWEEN :

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

OF THE FIRST PART

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 388.
(hereinafter referred to as the the "Union")

OF THE SECOND PART

Grandfather Provisions - Sick Leave Payout (Retirement Allowance)

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 19 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 full-time or regular part-time employees not actively employed or on the recall list on April 6, 1984, as defined in Article 2.1 below; or regular full-time or regular part-time 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 of shifts in a calendar period of time of twenty-six (26) weeks, or six (6) months or one-half ($\frac{1}{2}$) a year.

Article 2, Sick Leave Accrual

- 2.1 Those regular full-time or regular part-time employees who were on April 6, 1984 actively employed (including WCB, 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 Article 2.2 below. Such employees shall not be eligible to accrue sick leave under Article 22.05 of the Collective Agreement.

- 2.2 Regular full-time or regular part-time employees, eligible under Article 2.1 above, shall earn yearly sick leave in accordance with Article 22.02 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 22.02, 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 full-time or regular part-time employees who were on April 6, 1984 actively employed (including WCB, 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 Article 3.2 through 3.4 below.
- 3.2 From April 6, 1984 to and including December 31, 1984, regular full-time or regular part-time employees, eligible under Article 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 full-time or regular part-time employee eligible under Article 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 accumulative sick leave of twenty-six (26) weeks. This Article 3.3 shall not apply in cases where an employee is discharged for cause or in cases of retirement which are covered by Article 3.2. Employees receiving severance pay under this Article 3.3 shall not also receive severance pay under Article 15.06 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 full-time or regular part-time employee eligible under Article 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 at least ten (10) years' continuous service dies while in service, his estate shall be entitled to either the benefits paid under Article 3.3 or under this Article 3.4, whichever is greater.

II. Effective 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 full-time or regular part-time employee who was, on April 6, 1984, actively employed or on the recall list, as defined in Article 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 full-time or regular part-time employee covered by Article 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 full-time or regular part-time employees who had a maximum sick leave accrual level for payout purposes established or "frozen" for them on December 31, 1984, in accordance with Articles 3.5 and 3.6 above, shall be eligible to receive sick leave payout, and then, only pursuant to Articles 3.8 through 3.10 below.
- 3.8 A regular full-time or regular part-time employee who is eligible for a sick leave payout in accordance with Article 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 Article 3.5 and 3.6 above.
- 3.9 After ten (10) years' continuous service, a regular full-time or regular part-time employee who is eligible for a sick leave payout in accordance with Article 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 Articles 3.5 and 3.6 above. This Article 3.9 shall not apply in cases where an employee is discharged for cause, or in cases of retirement which are covered under Article 3.8. Employees receiving severance pay under this Article 3.9 shall not also receive severance pay under Article 15.06 of the Collective Agreement.
- 3.10 In the event of the death on or after January 1, 1985 of a regular full-time or regular part-time employee who was eligible for a sick leave payout in accordance with Article 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

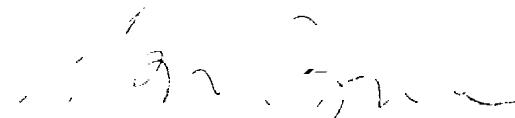
employee at the time of his death; PROVIDED that, where the employee had ten (10) ten (10) years or more continuous service at the time of death his estate shall be eligible to receive the greater of either a salary grant calculated on the basis of Article 3.9 above, or six (6) weeks' pay in accordance with this Article 3.10.

- 3.11 The dollar (\$) value of the sick leave payout under Articles 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 full-time or regular part-time employees who have had their maximum sick leave accrual level for payout purposes established or "frozen" on December 31, 1984 under Articles 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, reaccrete 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 this 22 day of July in the year 1987, in the City of Victoria, Province of British Columbia

FOR THE EMPLOYER


FOR THE UNION:




CH RMAN, Greater Victoria Labour Relations Association



PRESIDENT, Canadian Union of Public Employees, Local No. 374



DIRECTOR, Greater Victoria Labour Relations Association



VICE-PRESIDENT, Canadian Union of Public Employees

LETTER OF UNDERSTANDING #2

BETWEEN :

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

OF THE FIRST PART

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 388,
(hereinafter referred to as the "Union")

OF THE SECOND PART

Long Term Disability

A joint committee shall be formed consisting of three (3) individuals appointed by each of the G.V.L.R.A. and the Canadian Union of Public Employees to arrange for a carrier and implementation of a Long Term Disability (LTD) Plan based upon the specifications listed below:

1. Elimination Period: an elimination period of six (6) months before payment of benefits on any claim begin.
2. Benefit Levels: 60% of an employees normal basic wages/earnings to a maximum of \$2,000 per month.
3. Benefit Integration: monthly benefits to be reduced by any amounts the employee is entitled to from other sources (i.e. Canada Pension, WCB, Superannuation, or any disability benefit or payment from another employer or agency).
4. Duration of Payment: up to age 65, or when an employee dies or ceases to be disabled, whichever occurs first.
5. Definition of Disability: (i) Eligible for coverage if during the first two (2) years, because of a physical disability is unable to substantially perform his own job. (ii) After two (2) years, if the employee, because of a physical disability, is unable to perform any job for which he or she is reasonably suited. (iii) Unless in both subsections above, the employee can be rehabilitated to some other suitable job or occupation.
6. Other Plan Details: the terms of the plan as instituted with the carrier shall apply.

The cost of this LTD plan shall be split evenly (50/50) between the employer and employees, to a maximum total cost of two percent (2%) of payroll.

Once the cost of the LTD plan has been firmly established with the carrier, the final second year wage increase shall be established by subtracting the employer's cost of the LTD plan off the negotiated increase.

It is understood that the following will occur upon implementation of the LTD Plan.:

1. Sick leave, statutory holidays and vacations will not be earned while an employee is on LTD.
2. Group life insurance shall be amended to delete disability payout and to implement the waiver of premium option.

This LTD coverage shall come into effect on January 1, 1987 or as soon after that date as such coverage can be arranged. The plan will be administered under the CABT once implemented.


IN WITNESS WHEREOF the parties heretofore have caused this Letter of Understanding to be executed this day of in the year 1987, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER


FOR THE UNION




CHAIRMAN, Greater Victoria Labour Relations Association



PRESIDENT, Canadian Union of Public Employees, Local No. 388



DIRECTOR, Greater Victoria Labour Relations Association



VICE-PRESIDENT, Canadian Union of Public Employees, Local No. 388

LETTER OF UNDERSTANDING #3

BETWEEN:

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

OF THE FIRST PART

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 388,
(hereinafter referred to as the "Union")

OF THE SECOND PART

Contracting Out

This letter shall remain in force and effect from (date of ratification) up to and including December 31, 1987 and shall expire automatically at the close of regular business on that date.

Article 31 of the Collective Agreement notwithstanding, during the period when this Letter remains in force and effect, the Employer agrees that no regular full-time or regular part-time employee shall be laid-off and placed on the recall list as a result of contracting out by the Employer of work performed by regular full-time or regular part-time employees at the time of the *layoff*.

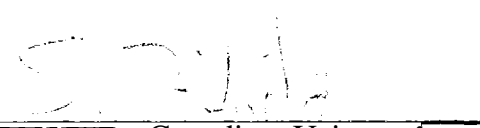
IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this 23 day of July in the year 1987, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

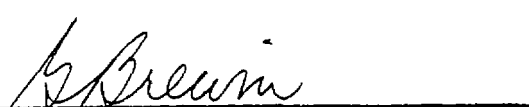
FOR THE UNION:




CHAIRMAN, Greater Victoria Labour
Relations Association



PRESIDENT, Canadian Union of
Public Employees, Local No. 388



DIRECTOR, Greater Victoria Labour
Relations Association



VICE-PRESIDENT, Canadian Union of
Public Employees, Local No. 388

LETTER OF UNDERSTANDING #4

BETWEEN :

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

OF THE FIRST PART

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
NO. 388,
(hereinafter referred to as the "Union")

OF THE SECOND PART


Re: Application of Article 15.12 - Special Placement

The parties agree that Article 15.12 may also apply in those situations where an employee is off work by reason of sickness or disability for an indefinite period, when such employee has utilized all outstanding sick leave. Applications of special placement in these situations shall be by mutual agreement of the parties on a case by case basis, in accordance with the language of Article 15.12.


IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this 2nd day of July in the year 1987, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER


FOR THE UNION:



CHAIRMAN, Greater Victoria Labour
Relations Association



PRESIDENT, Canadian Union of
Public Employees, Local No. 388



DIRECTOR, Greater Victoria Labour

PRESIDENT, Canadian Union of
Public Employees, Local No. 388

LETTER OF UNDERSTANDING #5

BETWEEN :

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

OF THE FIRST PART

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. 388
(hereinafter referred to as the "Union")

OF THE SECOND PART

This letter, which is attached to and forms part of the current collective agreement between the parties, shall remain in force and effect up to and including December 31, 1987 and shall automatically expire on that date unless specifically renewed by the parties. For the term of this letter, past practice shall prevail with regard to the payment or non-payment of shift differential and jury duty leave to casual and temporary employees.

For purposes of this letter, only the applicable past practice which applied up to and including December 31, 1985 shall be considered and, in no event, shall such employees be considered for jury duty leave irrespective of any past practice, unless they were otherwise scheduled to work on the days in question.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this 2nd day of June in the year 1987, in the City of Victoria, Province of British Columbia

FOR THE EMPLOYER

FOR THE UNION

[Signature]
CHAIRMAN, Greater Victoria Labour Relations Association

[Signature]
PRESIDENT, Canadian Union of Public Employees, Local NO. 388

[Signature]
DIRECTOR, Greater Victoria Labour Relations Association

[Signature]
VICE-PRESIDENT, Canadian Union of Public Employees, Local NO. 388