COLLECTIVE AGREEMENT

Between

THE CORPORATION OF THE CITY OF VICTORIA

And

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO, 50

JANUARY 1, 2001 – DECEMBER 31, 2006

Consolidated April 1, 2004

RECEIVED
FEB 21 2005

13354(6)
TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE NO.</th>
<th>ARTICLE NAME</th>
<th>PAGE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>DEFINITIONS</td>
<td></td>
</tr>
<tr>
<td>1.01</td>
<td>Party</td>
<td></td>
</tr>
<tr>
<td>1.02</td>
<td>Employee</td>
<td></td>
</tr>
<tr>
<td>1.03</td>
<td>Bargaining Unit</td>
<td></td>
</tr>
<tr>
<td>1.04</td>
<td>Regular Full Time Employee</td>
<td></td>
</tr>
<tr>
<td>1.05</td>
<td>Regular Part Time and Regular Seasonal Employee</td>
<td></td>
</tr>
<tr>
<td>1.06</td>
<td>Auxiliary Employee</td>
<td></td>
</tr>
<tr>
<td>1.07</td>
<td>Probationary Employee</td>
<td></td>
</tr>
<tr>
<td>1.08</td>
<td>Regular Part Time and Regular Seasonal Employee</td>
<td></td>
</tr>
<tr>
<td>1.09</td>
<td>Auxiliary Terms and Conditions of Employment</td>
<td></td>
</tr>
<tr>
<td>1.10</td>
<td>Outside Position</td>
<td></td>
</tr>
<tr>
<td>1.11</td>
<td>Inside Position</td>
<td></td>
</tr>
<tr>
<td>1.12</td>
<td>Plural or Feminine Terms</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>MANAGEMENT RIGHTS</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>UNION RECOGNITION</td>
<td></td>
</tr>
<tr>
<td>3.05</td>
<td>Community Based Projects</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>NO OTHER AGREEMENTS/REPRESENTATION</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>NO STRIKES OR LOCKOUTS</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>UNION SECURITY AND CHECK-OFF</td>
<td></td>
</tr>
<tr>
<td>6.01</td>
<td>Union Membership</td>
<td></td>
</tr>
<tr>
<td>6.02</td>
<td>Union Dues</td>
<td></td>
</tr>
<tr>
<td>6.03</td>
<td>Dues Receipts</td>
<td></td>
</tr>
<tr>
<td>6.04</td>
<td>Union Notification</td>
<td></td>
</tr>
<tr>
<td>6.05</td>
<td>Union Membership List</td>
<td></td>
</tr>
<tr>
<td>6.06</td>
<td>Bulletin Boards</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>HUMAN RIGHTS</td>
<td></td>
</tr>
<tr>
<td>7.01</td>
<td>Discrimination</td>
<td></td>
</tr>
<tr>
<td>7.02</td>
<td>Sexual Harassment</td>
<td></td>
</tr>
<tr>
<td>7.03</td>
<td>Personal Harassment</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>NEW EMPLOYEES</td>
<td></td>
</tr>
<tr>
<td>8.01</td>
<td>Printing the Agreement</td>
<td></td>
</tr>
<tr>
<td>8.02</td>
<td>Copies of the Agreement</td>
<td></td>
</tr>
<tr>
<td>8.03</td>
<td>Order and Regulations</td>
<td></td>
</tr>
<tr>
<td>8.04</td>
<td>Orientation</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>UNION-MANAGEMENT MEETINGS</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>CITY COUNCIL MINUTES &amp; CORRESPONDENCE</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>GRIEVANCE PROCEDURE</td>
<td></td>
</tr>
<tr>
<td>11.01</td>
<td>Definition</td>
<td></td>
</tr>
<tr>
<td>11.02</td>
<td>Procedure</td>
<td></td>
</tr>
<tr>
<td>11.03</td>
<td>Extension of Time Limits</td>
<td></td>
</tr>
<tr>
<td>11.04</td>
<td>Policy Grievances</td>
<td></td>
</tr>
<tr>
<td>11.05</td>
<td>Appointment of an Arbitration Board</td>
<td></td>
</tr>
<tr>
<td>11.06</td>
<td>Powers of the Arbitration Board</td>
<td></td>
</tr>
<tr>
<td>11.07</td>
<td>Cost of Arbitration</td>
<td></td>
</tr>
<tr>
<td>11.08</td>
<td>Expedited Arbitration</td>
<td></td>
</tr>
</tbody>
</table>
11.09 Deviation from Grievance Procedure

12. SENIORITY .................................................................................................................................21
  12.01 Definition
  12.02 Probationary Period
  12.03 Auxiliary Employee Seniority
  12.04 Seniority Lists
  12.05 Loss of Seniority
  12.06 Transfer Out of Bargaining Unit

13. POSTING AND FILLING OF VACANCIES .............................................................................23
  13.01 Posted Vacancies
  13.02 Applications by Auxiliary Employees
  13.03 Appraisal Period
  13.04 Factors Considered in Filling Vacancies
  13.05 Portability of Benefits
  13.06 Disclosure of Documents

14. LAYOFFS, RECALL & BUMPING ..........................................................................................27
  14.01 Definition
  14.02 Layoff Order
  14.03 Bumping Rights
  14.04 Notice of Layoff
  14.05 Appraisal Period
  14.06 Severance Pay
  14.07 Recall List
  14.08 Recall Rights
  14.09 Recall Procedures
  14.10 Status While on Recall List
  14.11 Temporary Layoffs or Work Stoppages

15. HOURS OF WORK .......................................................................................................................31
  15.01 Work Day
  15.02 Work Week
  15.03 Variance in Working Times
  15.05 Rest Breaks
  15.06 Reporting Pay
  15.07 Staggered Hours -- Inside
  15.08 Hours Between Shifts
  15.09 Modified Work Week -- Inside

16. OVERTIME .....................................................................................................................................33
  16.01 Definition
  16.02 Overtime Rates
  16.03 Time-Off in Lieu of Overtime
  16.04 Standby
  16.05 Work on a Statutory Holiday
  16.06 Call-out
  16.07 Distribution of Overtime -- Outside

17. SHIFT DIFFERENTIAL .............................................................................................................35
  17.01 Outside
  17.02 Inside
18. WAGES/SALARIES AND ALLOWANCES .......................................................... 36
   18.01 Bi-weekly Pay
   18.02 Schedules A - Outside and Schedules A & B - inside
   18.03 Service Pay
   18.04 Certified Tradesperson's Allowance
   18.05 Hot Asphalt
   18.06 Spraying
   18.07 Galvanized Welding
   18.08 Danger Pay
   18.09 Dirty Pay
   18.10 First Aid Allowance
   18.11 Tool Allowance
   18.12 Training Pay Allowance
   18.13 Retirement
   18.14 Aquatic Re-Certification
   18.15 Substitution Pay

19. ANNUAL VACATIONS ........................................................................... 40
   19.01 Entitlement
   19.02 Vacation Scheduling and Accrual
   19.03 Termination of Employment
   19.04 Long Service Special Vacation

20. STATUTORY HOLIDAYS ..................................................................... 42
   20.01 Entitlement
   20.02 Statutory Holidays Failing During Annual Vacation
   20.03 Statutory Holidays Failing on a Rest Day
   20.04 Work on a Lieu Day

21. SICK LEAVE ..................................................................................... 43
   21.01 Definition
   21.02 Entitlement
   21.03 Proof of Illness
   21.04 Sick Leave Accrual
   21.05 Sick Leave Payout
   21.06 Subrogation
   21.07 Sick Leave During Vacation

22. EFFECT OF ABSENCE ON SICK LEAVE, VACATIONS AND
    STATUTORY HOLIDAYS ....................................................................... 44

23. JOB EVALUATION ............................................................................ 45
   23.01 Job Descriptions
   23.02 Employee Requested Pay Reviews
   23.03 Determining Rate of Pay for New or Changed Jobs
   23.04 Disclosure to the Union
   23.05 Dispute Resolution
   23.06 Implementation of Results
   23.07 Job Evaluation Plan Part of Collective Agreement
   23.08 Positions to be Posted
   23.09 Salary Protection
24. LEAVE OF ABSENCE FOR UNION OFFICIALS .............................................. 48
   24.01 List of Union Officials
   24.02 Leave for Union Business
25. JURY OR COURT WITNESS DUTY ..................................................... 48
26. LEAVE OF ABSENCE ................................................................. 48
   26.02 Public Office Leave
   26.03 Leave for Full Time Union Business
   26.04 Leave for Taking Training Courses
   26.05 Leave to Attend Union Meetings
   26.06 Employer Meetings
   26.07 Benefit Trust Leave
   26.08 Compassionate Leave
27. MATERNITY, PARENTAL AND ADOPTION LEAVE ............................ 51
   27.01 Length of Leave
   27.02 Notice Requirements and Commencement of Leave
   27.03 Return to Work
   27.04 Sick Leave
   27.05 Benefits
   27.06 Supplementary Employment Insurance Benefits
   27.07 Seniority
   27.08 Video Display Terminals
28. BENEFIT PLANS ............................................................................ 54
   28.01 Medical Services Plan & Extended Health Benefits
   28.02 Dental Plan
   28.03 Group Life Insurance
   28.04 Municipal Pension Plan
   28.05 Effective date of Benefit Coverage
   28.06 Maintenance of Benefit Coverage
   28.07 Same Sex Relationships
   28.08 Long Term Disability Plan
   28.09 Portability of Previous Employer's Benefit Plans
   28.10 Survivor Benefit
29. OCCUPATIONAL HEALTH AND SAFETY ........................................ 59
   29.01 Mutual Co-operation
   29.02 Hazardous Substances
   29.03 Occupational Health and Safety Committee
   29.04 Sheltered Transportation
   29.05 Proper Facilities
   29.06 Safety Footwear
   29.07 Accident Investigations
   29.08 Worker's Compensation Benefits & Wages Upon Leave
30. PROTECTIVE CLOTHING ................................................................ 61
   30.03 Gloves
   30.05 Uniforms
31. EMPLOYEE RECORDS .................................................................... 62
   31.02 Discipline
32. TECHNOLOGICAL CHANGE .............................................................. 63
33. SUBCONTRACTORS ........................................................................ 63
34. CONTRACTING OUT ................................................................. 63
35. TERM OF AGREEMENT .......................................................... 63
   35.01 Term
   35.02 Continuation Clause
   35.03 Notice to Bargain
   35.04 Section 50 Excluded
   35.05 Retroactivity
36. LETTERS OF UNDERSTANDING ............................................... 64
   #1 - Grandfather Provisions -- Sick Leave Payout & Sick Leave Accrual
   #2 - On the Job Training
   #3 - Auxiliary Employee Troubleshooter
   #4 - Deferred Salary Leave Plan
   #5 - Pension Buy-Back
   #6 - Rehabilitation and Retraining Program
   #7 - Salary Sharing for Auxiliary Employees
   #8 - Re-employment of Laid Off Auxiliary Employees - Outside
   #9 - Re-employment of Laid Off Auxiliary Employees - Inside
   M 0 - Dirty Pay
   #11 - Work Schedule for Pool Operators at Crystal Pool
   #12 - Cost of Living Allowance

SCHEDULE "A" OUTSIDE .................................................................... 66
SCHEDULE "A" INSIDE ....................................................................... 71
SCHEDULE "B" INSIDE ....................................................................... 76
SCHEDULE "A" - INACTIVE POSITIONS OUTSIDE .................................. 77
SCHEDULE "A" & "B" - INACTIVE POSITIONS INSIDE ................................ 78

LETTER OF UNDERSTANDING #1 ...................................................... 79
LETTER OF UNDERSTANDING #2 ...................................................... 85
LETTER OF UNDERSTANDING #3 ...................................................... 87
LETTER OF UNDERSTANDING #4 ...................................................... 89
LETTER OF UNDERSTANDING #5 ...................................................... 90
LETTER OF UNDERSTANDING #6 ...................................................... 92
LETTER OF UNDERSTANDING #7 ...................................................... 94
LETTER OF UNDERSTANDING #8 ...................................................... 96
LETTER OF UNDERSTANDING #9 ...................................................... 98
LETTER OF UNDERSTANDING #10 ................................................... 100
LETTER OF UNDERSTANDING #11 .................................................. 102
LETTER OF UNDERSTANDING #12 .................................................. 103

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

BETWEEN:

THE CORPORATION OF THE CITY OF VICTORIA

(hereinafter referred to as the "Employer")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 50

(hereinafter referred to as the "Union")

WHEREAS the City is an “Employer” within the meaning of the Labour Relations Code of British Columbia;

AND WHEREAS the Union is a “Trade Union” within the meaning of said Code:

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

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

NOW THEREFORE the parties agree with each other as follows:

ARTICLE 1, DEFINITIONS

1.01 Party

Means either of the parties signatory to this Agreement.

1.02 Employee

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

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

1.04 **Regular Full-Time Employee**

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

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

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

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

1.06 **Auxiliary Employee**

(i) Auxiliary employee means an employee of the bargaining unit not employed as a regular employee and may **be employed** for:

(a) relief of a regular employee on vacation leave, sick leave, maternity leave, long-term disability of less than one (1) year duration, workers' compensation of less than one (1) year duration, compassionate leave, education leave or other leave,

(b) non-repetitive projects of less than one (1) year duration. However, in the event the employment is extended beyond the one (1) year period, at the one (1) year anniversary date the employee shall be converted to regular status pursuant to Article 1.04 or 1.05 above.

(c) work of an emergency nature.

(ii) Auxiliary employees include employees who work less than regular part-time employees.
1.07 **Probationary Employee**

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

1.08 **Regular Part-Time and Regular Seasonal Employee Benefits**

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

(I) The level of statutory holiday, 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.

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

(ii) 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.

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

(I) At the time of hire an auxiliary employee shall receive notice in writing from the Employer of the nature of their employment, expected duration of employment, classification and rate of pay.

(ii) Other articles of this Agreement notwithstanding, an auxiliary employee shall not be entitled to the terms and conditions of this Agreement, save and except as follows:

(a) The definition of an "auxiliary employee" as set out in Article 1.06.

(b) The provisions of Article 3 – Union Recognition and the provisions of Article 4 – No other Agreements/Representation and the provision of Article 5 – No Strikes or Lockouts.

(c) The Union Security and Check-off provisions set out at Article 6.01 – Union Membership, Article 6.02 – Union Dues, Article 6.03 – Dues Receipts, Article 6.04 (i), (ii) and (iv) of Union Notification, and Article 6.05 Union Membership List.

(d) The provision of Article 7 – Human Rights.
(e) The receipt of a copy of the Collective Agreement as set out at Articles 8.01 and 8.02 (i). In addition, auxiliary employees hired to work in excess of three (3) continuous months shall be entitled to the provisions of Article 8.04 - Orientation.

(f) The provisions of the grievance and arbitration procedures of Article 11.

(g) Article 12.02 (ii), (iii), (iv) shall apply to auxiliary employees. An auxiliary employee shall have their auxiliary service accumulated for purposes of regular seniority pursuant to Article 12.03.

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

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

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

(I) The Posting and Filling of Vacancies provisions of Applications by Auxiliary employees Article 13.02, Filling of Applications at Articles 13.04 (i), 13.04 (ii) and 13.04 (iii), Portability at Benefits of Article 13.05 and Disclosure of the Portability of Article 13.06.

(j) The Rest Break provision at Article 15.05 and the Hours of Work and Rest provision at Article 15.06.

(k) The Overtime Definition provision of Article 16.01, the Overtime Rates of Articles 16.01 (i) and (ii), the Three Providence at Article 16.04, and the Comparable provision at Article 16.06.

(l) An employee employed in classifications listed in Schedule "A" Outside, Schedule "A" Inside, Schedule "B" Outside, Schedule "B" Inside shall be paid not less than the equivalent of the established rate for the position. Article 18.01 Bi-Weekly Pay and Article 18.02 Schedules "A" and "B" shall apply to auxiliary employees.

In lieu of benefit plan vacation entitlements, 5 to 10 long holiday pay, 2 to 3 weeks paid sick leave and 1 to 2 weeks paid vacation. An auxiliary employee shall have their auxiliary service accumulated for purposes of regular seniority pursuant to Article 12.03.

10
(n) The Shift Differential provision of Article 17 shall apply to auxiliary employees.

(o) The provisions of Article 18.15 – Substitution Pay, shall apply to auxiliary employees.


(q) Time and one-half (1 1/2) shall be paid for each hour worked by an auxiliary employee who works on a statutory holiday.

(r) The provisions of Article 23, Job Evaluation shall apply to auxiliary employees.

(s) The provisions of Article 24.01 – List of Union Officials and Article 24.02 – Leave for Union Business, and Article 26.03 – Leave for Full Time Union Duties shall apply to auxiliary employees.

(t) An auxiliary employee shall receive the entitlements of Article 25.01, Jury and Court Witness Duty shall apply to auxiliary employees.

(u) Leave entitlements of Article 26.04 (l) for courses, Article 26.05 – Leave to attend Union Meetings, Article 26.06 – Employer Meetings, Article 26.07 – Benefit Trust Leave, and Article 26.08 – Compassionate Leave shall apply to auxiliary employees.

(v) The Article 27.01, Maternity, Parental and Adoption Leave provisions (except Article 27.05 (l) Benefits, Article 27.06 Supplementary Employment Insurance Benefits and Article 27.07, Seniority) shall apply to auxiliary employees.

(w) Article 28.04 (lil) – Municipal Pension Plan.

(x) All the provisions of Article 29 – Occupational Health and Safety and Article 30.03 – Gloves shall apply to auxiliary employees.

(y) Provisions of Article 31 – Discipline and Employee Records shall apply to auxiliary employees.

(z) Inside – Re-employment of Auxiliary Employees

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

---

2001 – 2006 Collective Agreement      April 1, 2004      CUPE Local 50 and City of Victoria
1. Eligibility for re-employment will be confined to the department, program area and job category from which an employee is hired on the basis of total hours worked therein.

2. Normal job postings requirements related to re-employment will be waived where work assignments are greater than three (3) months.

3. Re-employment in a former department, program area and job category will not be applicable where an employee accepts employment in another City department.

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

1.10 Outside Position

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

1.11 Inside Position

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

1.12 Outside Employee

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

1.13 Inside Employee

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

1.14 Plural or Feminine Terms

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

ARTICLE 2, MANAGEMENT RIGHTS

2.01 The management and direction of employees shall be vested in the City.
ARTICLE 3, UNION RECOGNITION

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

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

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

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

3.05 Community Based Projects

(i) The Union will be notified of projects funded by the City to be carried out by community organizations, educational Institutes or governments, which enhance the environment, qualify of life or municipal property.

(ii) In the event the Union considers the project would result in layoffs of bargaining unit employees the matter may be referred to the grievance procedure pursuant to this Collective Agreement.

ARTICLE 4, NO OTHER AGREEMENTS/REPRESENTATION

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

4.02 No employee, or group of employees, shall undertake to represent the Union at meetings with the City without proper authorization from the Union.

ARTICLE 5, NO STRIKES OR LOCKOUTS

5.01 During the term of this Agreement there shall be no lockout by the Employer, or any person acting on behalf of the Employer; nor shall there be any strike, or withdrawal of services, on the part of the Union or any of the employees. The Employer shall not request, require or direct employees within this unit to perform work resulting from legal strikes which would normally be performed by those on strike, nor shall the employees within this unit be required to cross any legal Union picket line resulting from a legal strike as defined in the Labour Relations Code of B.C., and such employee shall be deemed to be on unpaid leave.
ARTICLE 6. UNION SECURITY AND CHECK-OFF

6.01 Union Membership

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

6.02 Union Dues

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

6.03 Dues Receipts

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

6.04 Union Notification

(i) The Union shall be notified of all dismissals, suspensions and discipline of employees, within two (2) working days of such dismissals, suspensions or discipline.

(ii) The Union shall be notified of all hirings, change of employment status (including Article 12.05(iv)), promotions and appointments pursuant to postings under Article 13.01, terminations, layoffs and recalls at the same time such written documents are issued to the affected regular employees by forwarding a copy to the Union.

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

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

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

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

6.06 Bulletin Boards

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

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

These locations are:

Royal Athletic Park  City Hall
MacDonald Park      #1 Fire Hall
Topaz Park          Conference Centre
Beacon Hill Park    Crystal Pool
Vic West Park       Memorial Arena
Ross Bay Cemetery   Police Department Headquarters

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

ARTICLE 7, HUMAN RIGHTS

7.01 Discrimination

(i) The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotions, transfers, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, physical handicap, national origin, political or religious affiliation, sex, sexual orientation, family status or marital status; nor by reason of their membership in the Union. This Article shall not apply to normal retirement in accordance with the Municipal Pension Plan.

(ii) The application of the foregoing shall be subject to Section 13(4) of the Human Rights Code of B.C. that requires the test of bona fide and reasonable justification to those matters as expressed in the Human Rights Code.
7.02 Sexual Harassment

(i) The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment and agree to cooperate in attempting to resolve, in a confidential manner, all complaints of sexual harassment which may arise in the workplace.

(ii) Cases of sexual harassment shall be considered as discrimination and, if not resolved on a confidential basis pursuant to Article 7.02 (i) above, shall be eligible to be processed as a grievance. In cases of sexual harassment, an Arbitration Board shall have the power to transfer or discipline any person found guilty of sexually harassing an employee.

(iii) Sexual harassment shall be defined as any sexually oriented practice which undermines an employee's health, job performance or endangers an employee's employment status or potential.

Sexual harassment examples may include but are not limited to:

(a) Engaging in a course of vexatious (annoying, irritating) comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome.

(b) Sexual solicitation or advance or inappropriate touching and sexual assault.

(c) A reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

7.03 Personal Harassment

(i) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree to cooperate in attempting to resolve complaints of personal harassment which may arise in the workplace.

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

ARTICLE 8, NEW EMPLOYEES

8.01 Printing the Agreement

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

(i) Upon commencing employment, all newly hired employees shall receive a copy of this Agreement from the City.

(ii) The City shall provide sufficient copies of the Collective Agreement to each work area for distribution to all employees in the bargaining unit.

(iii) The Union and the Employer agree to print the Collective Agreement in booklet form and each party shall pay one-half (½) of the associated costs.

8.03 **Orders and Regulations**

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

8.04 **Orientation**

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

Should the employee be scheduled to attend an orientation session provided by the City for new employees, the City may set aside up to one-half (½) hour of such session for the Union to acquaint new employees to the duties, benefits, and obligations of membership and employment.

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

**ARTICLE 9, UNION-MANAGEMENT MEETINGS**

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

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

10.01 Upon request, the Union will be placed as a recipient on the distribution list for the adopted minutes of regular City Council meetings and the budget provided such information is made available to the public.

10.02 All correspondence between the Employer and Union arising out of this Agreement, or incidental thereto, shall be mailed to the Union office addressed to the President and/or Corresponding Secretary of the Union.
ARTICLE 11. GRIEVANCE PROCEDURE

11.01 Definition

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

11.02 Procedure

(i) Step 1: Within twenty (20) working days from the date of the incident prompting the grievance, the employee shall discuss the matter with his immediate supervisor, as designated by the Employer. If the employee so desires, a shop steward may be present during discussions at this step. The foregoing twenty (20) day limit shall not include the actual period that an employee cannot be in communication with the Union or the Employer as a result of that employee’s absence from work on sick leave or vacation.

(ii) Step 2: If no settlement is reached at Step 1, the aggrieved employee shall submit the grievance in writing to his designated departmental representative, within ten (10) working days of the discussion provided at Step 1. The recipient shall meet with the employee and shop steward, or other representative of the Union, within ten (10) working days of his receipt of the grievance, in an attempt to reach a satisfactory settlement.

(iii) Step 3: If no settlement is reached at Step 2, a meeting shall occur between the senior representatives of the Union and the Management, within ten (10) working days of the last meeting at Step 2. Either party may be represented by a person employed by the organization to which it is affiliated at meetings held at this step.

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

11.03 Extension of Time Limits

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

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

11.05 Appointment of an Arbitration Board

(i) The Board of Arbitration shall consist of one (1) representative of the Employer, one (1) representative of the Union and an impartial Chairman chosen by these representatives.

(ii) Upon the matter being referred to arbitration pursuant to Article 11.02 (iv), the Employer and the Union shall, within five (5) working days, each name its representative to the Arbitration Board. Within five (5) days after the last representative has been named, the representatives shall name an impartial Chairman. Should they fail to do so, they shall jointly request the Labour Relations Board to select a Chairman.

(iii) By mutual agreement of the parties a single arbitrator may be utilized in the place of the three person arbitration panel.

11.06 powers of Arbitration Board

(i) The decision of the Arbitration Board shall consist of the decision of the majority of its members, and shall be made by ten (10) days of the naming of a Chairman, or such longer periods as may be agreed upon by mutual agreement of the parties. The decision of the Board shall be final and binding.

(ii) The Arbitration Board shall establish its own rules of procedure but shall give full opportunity to the parties to present evidence and make representation, and to afford the opposing party adequate opportunity to cross-examine witnesses.

11.07 costs of Arbitration

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

11.08 Expedited Arbitration

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

(iii) An expedited arbitration decision respecting any matter shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter (with the exception of discipline which may remain on an employee's file).

(iv) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(v) Notwithstanding (i) above, either party may remove from the expedited arbitration process any matter at any time prior to hearing and forward the matter through the arbitration process established pursuant to Article 11.02. In such an event, time limits shall not act as a bar to the grievance proceeding to arbitration.

(vi) All presentations shall be short and concise, and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.

(vii) The parties shall equally share the costs of the fees and expenses of the arbitrator.

(viii) Neither party shall appeal a decision of an expedited arbitration.

(ix) Neither party shall retain lawyers from external law firms to represent them in an expedited arbitration hearing.

11.09 Deviation from the Grievance Procedure

(i) In the event that, after having initiated a grievance in writing, an employee endeavours to pursue the matter through any external jurisdiction other than the grievance procedure, then the Union agrees that pursuant to this Article and fourteen (14) days after initiating the written grievance, the grievance shall be considered to have been abandoned.

(ii) A complaint filed pursuant to the Human Rights Code of BC is not included in (i) above.
ARTICLE 12, SENIORITY

12.01 Definition

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

12.02 Probationary Period

(i) All newly hired regular employees shall serve a probationary period not exceeding six (6) consecutive months from the date of hire, during which period such an employee may be terminated if he is unsatisfactory for any work related reason.

(ii) Notwithstanding (i) above, an employee who is the successful applicant for a posted regular vacancy shall have their time previously worked in the same position credited towards the probation period, subject to a minimum of three (3) consecutive months probation In the pasted position.

(iii) An employee who has been converted from auxiliary to regular status, without a posting, shall not serve a further probationary period.

(iv) Auxiliary employees shall serve a probationary period as described in Article 1.09 (11) (h) during which time the employee may be terminated if he is unsatisfactory for any work related reason.

12.03 Auxiliary Employee seniority

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

(i) Upon completion of the probationary period.

(ii) Upon conversion from auxiliary to regular status.

Auxiliary employees on Workers' Compensation Benefits shall receive credit for those scheduled hours that have been compensated by Workers' Compensation.

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

(i) The Employer shall maintain a current seniority list for regular employees showing each employee's seniority standing. Where two or more employees commenced work on the same date, their relative seniority standing shall be determined on the basis of their application dates. The Employer shall provide copies to the Union upon request.

(ii) Past service in casual or temporary hours of work shall be accrued and recorded for the purposes of this Collective Agreement. Such hours of work and hours of work as an auxiliary employee shall be maintained by the Employer for the purposes of Article 13, Posting and Filling of Vacancies. The Employer shall provide copies to the Union upon request.

12.05 Loss of Seniority

A regular employee shall lose seniority in the event:

(i) The employee is terminated for cause and is not reinstated.

(ii) The employee resigns.

(iii) The employee has been laid off from regular employment for longer than twelve (12) consecutive months, or fails to accept recall under Article 14.08 (ii), or fails to report on the date and time required when recalled.

(iv) The employee elects in writing to change their employment status from that of a regular employee to that of an auxiliary employee.

12.06 Transfer out of Bargaining Unit

(i) Employees shall not be transferred or promoted out of the bargaining unit without their consent. Such employees shall retain the seniority they have acquired up to the date of leaving the unit but shall not continue to accumulate seniority for periods of service outside the unit. When an employee is transferred or promoted out of the bargaining unit, he shall retain the right to return and upon returning, he shall bump into a position consistent with his previously accumulated seniority, qualifications, experience, skill and ability on the basis of Article 14.03, provided such position is not higher than his former bargaining unit position. Junior employees displaced as a result shall likewise be eligible to bump.

(ii) Employees transferred or promoted pursuant to this Article shall be appointed for a period of time not to exceed one (1) calendar year, unless extended by mutual agreement of the Union and the Employer.
ARTICLE 13. POSTING AND FILLING OF VACANCIES

13.01 Posted Vacancies

(i) Where a regular vacancy occurs, or a new regular position is established, the Employer shall post a vacancy notice for a minimum period of five (5) working days containing information relevant to the position (e.g. nature of position, pay rate or range, qualifications and experience required, etc.) and the successful candidate shall be appointed within sixty (60) days from the closing date of the posting.

(ii) Temporary vacancies shall not be posted under this Article, save and except that temporary vacancies which the Employer anticipates will exceed three (3) months shall be posted.

(iii) All posted or advertised vacancies shall include the following statement on the notice "This is a CUPE Local 50 position".

13.02 Applications by Auxiliary Employees

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

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

13.03 Appraisal Period

(i) When a currently employed regular employee is selected to fill a vacancy posted under Article 13.01, the employee shall serve an appraisal period not exceeding six (6) calendar months in the new position. During this period the employee shall be returned to their former position (or equivalent to their former position as mutually agreed between the Employer and the Union) and pay rate without a loss in seniority in the following circumstances:

(a) Should the Employer consider the employee to be unsatisfactory or unable to perform the duties of the new position, or
(b) Should the employee desire to return. In this instance, the employee shall retain the right to return to their former position (or equivalent to their former position as mutually agreed between the Employer and the Union) within the appraisal period of up to six (6) months provided their former position remains vacant and has not been permanently filled by a regular employee as a result of a competition. Should the employee have been selected to fill an established position (occupied by a previous incumbent), the employee shall retain the right to return to their former position (or equivalent to their former position as mutually agreed between the Employer and the Union) for a period of three (3) months. Should the employee have been selected to fill a newly created position (a position not previously filled by a regular employee), the employee shall retain the right to return to their former position (or equivalent to their former position as mutually agreed between the Employer and the Union) for a period of four (4) months.

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

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

13.04 Factors Considered in Filling Posted Vacancies

(i) When filling a posted vacancy for a regular position or a temporary vacancy which the Employer anticipates will exceed three (3) months, the following factors shall receive consideration when filling such posted vacancies: qualifications, experience, skill and ability. When these factors are equal among applicants for the position, the employee from among such group having the greatest seniority shall receive preference.

(ii) Outside Vacancies

(a) A current outside employee having the required qualifications, experience, skill and ability to do the work in question will be given first consideration over an external applicant for Schedule A Outside vacancies.

(b) Notwithstanding 13.04 (i) above, preference shall be given to the most senior outside employee who applies for the position provided that the senior employee possesses the qualification, experience, skill and ability to do the work in question. This provision shall apply to all classifications as set out in Pay Group One (1) through Seven (7) of Schedule "A" Outside,
(c) For the purpose of filling a posted vacancy of all classifications in Pay Group Eight (8) through Twenty (20) in Schedule “A” Outside Article 13.04 (i) above shall apply.

(iii) Inside Vacancies
For the purpose of filling a posted vacancy for all positions in Schedule “A” Inside and Schedule “B” Inside Article 13.04 (i) above shall apply.

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

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

(vi) Achievement of Certification
A regular employee applying for a posted vacancy who lacks the formal educational or technical certification required in the position shall not be rejected solely on that basis if the employee is judged by the Employer as having sufficient experience, skill and ability to otherwise satisfactorily perform the work. In question, provided always that such employee is currently enrolled in an appropriate course of study or is in some other fashion acceptable to the Employer currently preparing to achieve the necessary certification and provided further that the employee can be expected to achieve such certification within a period of time deemed reasonable by the Employer. In such circumstances, the Employer shall consider the employee as having already achieved the required certification at the time of the promotional competition. The employee shall compete for the vacancy on this basis and, if successful in winning the competition over other applicants on the basis of Subsection (i) or (ii) above, the employee shall be awarded the position contingent upon successful achievement of such certification with the time limit established by the Employer for that purpose. If the employee fails to achieve such certification within this period, the employee shall revert to their former position.

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

(viii) Relief Assignments
Within each section of each department and including all positions within the below designated pay groups the Supervisor shall maintain a list of regular employees willing to act in relief assignments predictably in excess of five (5) continuous work days yet of less than three (3) months’ duration.
The designated Pay Groups for Schedule "A" Outside are one through seven and for Schedule "A" Inside one through six.

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

(a) The senior employee possesses the qualifications, experience, skill and ability to do the work in question.

(b) The employee being assigned to relieve is willing to do so.

(c) The work assignment would not result in an operational deficiency of the work group that would have been performed by the employee who could receive the relief assignment.

(d) There would be no subsequent requirements to have repetitive backfilling by senior relief assignments in the operation of the section.

(e) The employee being offered the relief assignment shall not be on vacation or other leave of absence other than unanticipated sick leave during the assignment.

(f) In the event that there are no regular employees available for a relief assignment according to the above provisions, then an auxiliary employee may be employed for such relief assignments.

13.05 Portability of Benefits

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

13.06 Disclosure of Documents

Upon the filing of a grievance and upon receipt of a written request from the Employer or the Union for disclosure of documents, the parties agree to provide all readily available documents in their possession that are relevant to the grievance, unless disclosure is prohibited by law. The question of whether such disclosure is prohibited by law may be referred to an arbitrator for a binding decision.
ARTICLE 14. LAYOFFS, RECALL AND BUMPING

14.01 Definition

(i) Consistent with the following Articles, a layoff shall be defined as the loss by a regular employee of the opportunity to work in the position he/she currently occupies as a result of either:

(a) The elimination of such position, or

(b) Any reduction in working hours for a regular full-time employee, or

(c) The permanent reduction of the working hours in their position in excess of one (1) hour per day for a regular part-time or regular seasonal employee, or

(d) The reduction in the rate of pay (pay grade) in the position as a result of a re-evaluation of the position,

(ii) Layoffs, bumping and recall shall operate separately on the basis of Schedule "A" Outside and Schedules "A" and "B" Inside.

14.02 Layoff Order

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

All determinations of qualifications, experience, skill and ability shall be made by the Employer in a fair and equitable fashion.

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

14.03 Bumping Rights

(i) Within three (3) working days after being notified under Article 14.02 that they occupy a classification designated for layoff, those regular employees who are not to be retained in that classification and department shall be given opportunity to exercise their seniority, vis-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 clauses (a) and (b) below, provided always that the bumping employee has the required qualifications, experience, skill and ability to perform the work in question. All determinations of qualifications, experience, skill and ability shall be made by the Employer in a fair and equitable fashion. Failure to accept the bump into the designated position(s), when given the opportunity under this Article 14.03, shall result in the affected employee being laid-off and placed on the recall list:
(a) Firstly, an employee of lesser seniority occupying a position in the same pay grade, or failing that

(b) An employee of lesser seniority occupying a position in the next or each subsequent lower pay grade.

(ii) Upward bumping is not permitted under this Article, except where an employee's position has been re-evaluated to a lower pay grade and the employee did not bump another employee at that time, upward bumping shall be permitted the next time a lay-off occurs to that employee and only to a position in their former higher pay grade. Regular part-time employees may only bump other regular part-time employees.

14.04 Notice of Layoff

(i) The Employer shall provide written notice to regular employees, who do not bump a more junior employee in accordance with Article 14.03, and who, as a result, are to be laid-off and placed on the recall list, two (2) calendar weeks prior to the effective date of their layoff.

Employees who have completed three (3) years continuous service shall receive additional notice of one (1) calendar week; and for each subsequent completed year of continuous service, an additional one (1) calendar week, to a maximum total of eight (8) calendar weeks notice. If the employee is not given an opportunity to work the applicable notice period, he shall be paid for that portion of the notice period during which work was not made available.

(ii) The Union shall be notified of all layoffs under this Article.

(iii) Notice under this Article shall not apply to temporary layoffs. A layoff not exceeding 13 weeks being defined as temporary.

14.05 Appraisal Period

(i) A regular employee who bumps a more junior employee in accordance with Article 14.03, or who is recalled to employment in accordance with Article 14.08 (ii), except when re-employed in the same position as occupied before the layoff, shall serve an appraisal period not exceeding six (6) months in the new position. During this period should the employee prove unable to satisfactorily perform the duties of the new position, he shall be laid-off and placed on the recall list.

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

Within the three (3) working days of being notified of layoff under Article 14.04, and as an alternative to either bumping a more junior employee in accordance with Article 14.03, or working the notice period, being laid-off and placed on the recall list, the affected regular employee may elect to resign and fake severance pay in lieu of the balance of the notice period received and outstanding at the time of making such election; and, by so electing, not work the balance of such notice period. Employees who elect to take severance pay under this Article 14.06 shall be finally and conclusively terminated in all respects and shall not have recall or other rights under this Agreement.

14.07 Recall List

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

14.08 Recall Rights

(i) Laid-off regular employees on the recall list may make application, on the same basis as active employees, for regular vacancies posted under Article 13.01. Laid-off regular employees on the recall list who do not apply for posted vacancies shall receive no consideration when such vacancies are filled on the basis of Article 13.04.

(ii) If the regular vacancy is not filled under clause (i) above, and in accordance with Article 14.09 below, the Employer shall then attempt to recall a former regular employee on the recall list having the required qualifications, experience, skill and ability to perform the work in question, before offering employment to a new employee. All determinations of qualifications, experience, skill and ability shall be made by the Employer in a fair and equitable fashion.

(iii) In no event shall the Employer be required to re-employ any former employee who has been laid-off and on the recall list for longer than twelve (12) consecutive months.

(iv) Notwithstanding Article 14.08 (i) and (ii), an employee who has been given notice of layoff and has chosen to bump in accordance with Article 14.03, bumping Rights, and subsequently and within twelve (12) months the position from which they were laid off becomes available, such employee shall be offered recall rights to their former position, and if accepted, the vacancy shall not be posted. Seniority shall prevail if two or more such employees seek recall to the same vacancy.
14.09 Recall Procedures

(i) It shall be the responsibility of laid-off regular employees on the recall list to maintain their current telephone number and postal address with the Human Resources Department. When filling regular vacancies under Article 14.08(ii), and before offering employment to a new employee, the Employer shall attempt to contact a laid off regular employee on the recall list having the required qualifications, experience, skill and ability to perform the work in question, at the telephone number so provided, to instruct the employee of the date and time to report for work. Failing personal contact, the Employer shall send a registered letter to the employee’s current postal address.

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

(ii) The date and time to report may be extended by a maximum of ten (10) working days, upon the approval of the Employer, should the employee have extenuating circumstances which make it impossible to report as required, provided always that the operational requirements of the Employer permit.

(iii) Employees on the recall list shall notify the Employer when they are to be temporarily away to provide a temporary phone number and address where the Employer will be able to contact them during such absence.

(iv) Employees shall have the right to refuse two (2) recalls to employment during their twelve (12) month recall period before losing their recall rights.

14.10 Status While on Recall List

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

14.11 Temporary Layoffs or Work Stoppages

(i) This Article 14 does not apply to temporary layoffs, or work stoppages of three (3) working days or less, resulting from inclement weather or other causes reasonably beyond the control of the Employer.

(ii) There shall be no overtime worked by any employee in excess of one (1) hour per shift in any operation affected by this Article 14.11 while there are available regular full-time employees on temporary layoff as a result of inclement weather, having the qualifications, experience, skill and ability to perform the work in question.
ARTICLE 15. HOURS OF WORK

15.01 Work Day

(i) Outside

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

(ii) Inside

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

15.02 Work-Week

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

15.03 Variance in Working Times

i) Outside

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

ii) Inside

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

15.04 For the purposes of the foregoing and Article 16, a workday shall commence at 7:00 a.m. one day and end at 7:00 a.m. on the succeeding day; the work-week shall commence at 7:00 a.m. Monday and and at 7:00 a.m. on the following Monday.

15.05 Rest Breaks

(i) Each full-time employee shall be entitled to one fifteen (15) minute paid rest break in each half of the full shift.

(ii) An employee working less than full-time shall be entitled to one fifteen (15) minute paid rest break within each three (3) consecutive hours of work.
15.06 Reporting Pay

(i) Unless notified to the contrary prior to leaving home to report for scheduled work, an employee shall be paid for two (2) hours work at the regular rate.

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

(iii) Inside

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

15.07 Staggered Hours-Inside

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

(ii) For purposes of the above, staggered work hours mean the commencement/conclusion of the normal number of daily work hours, either earlier or later than the normal commencement/conclusion times.

15.08 Hours Between Shifts

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

15.09 Modified Work Weeks-Inside

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

(i) Participation in the modified work week shall apply only to regular full-time employees and shall be on a voluntary basis.

(ii) Subject to the approval of the Department Head work schedules may be modified and shall be set out in writing and shall provide for nine days of work during each bi-weekly period.

(iii) Each employee shall work seventy (70) hours between the hours of 8:00 a.m. and 5:00 p.m. during the nine (9) days referred to in Section (ii). Hours of work shall be the same each day.

(iv) There shall be twenty-five (25) flex-days within a calendar year.
(v) A sick day, vacation day or other paid leave of absence and statutory holidays shall be compensated equivalent to hours shown on the schedule and deducted from the employee's entitlement.

(vi) The flex day shall be a day of rest and shall be shown on the schedule with the word "oft".

(vii) In an unforeseen circumstance that requires urgent action, the Employer may request an employee to work on the scheduled flex-day provided another day off is granted within the following bi-weekly period. In other circumstances such work shall be paid at overtime rates as specified in the Collective Agreement.

(viii) A modified work week schedule shall operate expressly by mutual agreement and may be cancelled where reasonable grounds exist at any time by the Union or Employer upon four weeks written notice.

ARTICLE 16, OVERTIME

16.01 Definition

(i) Outside

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

(ii) Inside

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

16.02 Overtime Rates

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

(ii) In the event an employee has completed five consecutive days of work, and is assigned another work week without any days of rest, the sixth and seventh day at work shall be at double time (2x) rather than straight time,
16.03 **Time-Off in Lieu of Overtime**

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

16.04 **Standby**

(i) Standby time shall be defined as a scheduled period of time outside of an employee's normal work-day/shift, when that employee is required to remain available for duty on an on-call basis.

(ii) Employees on standby shall be paid as follows:

(a) Monday to Friday inclusive, between the hours of 4:30 p.m. and 8:00 a.m. the following morning: three (3) hours at the regular straight-time rate.

(b) For the twenty-four (24) hour period commencing at 8:00 a.m. on either a Saturday or a Sunday five (5) hours at the regular straight-time rate and the second employee assigned to checking street barricades shall be paid three (3) hours at the regular straight-time rate.

(iii) Any employee required by the Employer to carry and to respond to communication devices such as, but not limited to, cell phones, pagers or mobile radios outside their regular work schedule shall be paid as per Article 16.04 (ii), (a) and (b) above.

16.05 **Work on a Statutory Holiday**

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

16.06 **Call-Out**

(i) Call-out shall be defined as an authorized or required unscheduled return to duty following completion of an employee's normal work-day/shift or work-week.

(ii) Employees answering to call out duty shall be paid three (3) hours at the overtime rate as provided in Article 16.02, or, time worked plus (+) travel at the overtime rate, whichever is greater, except that where more than one (1) call out is required of the same employee during any period of eight (8) consecutive hours, the employee shall be paid at the rate of one and one-half times (1½x) the regular rate for all time worked, including travel, for the second and subsequent call-outs.

(iii) Any employee called out during off duty hours to turn on the water at a residence/business shall be paid as per Article 16.06 (ii).
16.07 **Distribution of Overtime - Outside**

(i) Within each section the Employer will endeavour to equitably distribute overtime amongst regular employees who are willing and qualified to perform the available work.

(ii) In the event a disproportion occurs the employee(s) in question will be offered the next available overtime until a balance is achieved.

(iii) All hours worked according to Article 16.05, work on a Statutory Holiday, shall be included in the distribution of overtime.

(iv) When there are no regular employees available to work overtime according to Article 16, the Employer will endeavour to equitably distribute overtime amongst the auxiliary employees who are willing and qualified to perform the work within the section.

**ARTICLE 17, SHIFT DIFFERENTIAL**

17.01 **Outside**

(i) Where an employee is authorized or required to work outside his normally scheduled work-day or shift, for one or two days/shifts, he shall be paid one and one-half times \(\frac{3}{2} x\) his regular rate for all hours worked. However, upon completing two (2) days/shifts, the employee shall be paid, in addition to the regular rate, a shift differential of sixty cents \(60\$\) for each hour worked between the end of the regular work-day and 12:00 midnight, and seventy cents \(70\$\) per hour for each hour worked between 12:00 midnight and the time of the commencement of the regular work-day.

(ii) An employee shall have the option set out in Article 16.03, Time Off in Lieu of Overtime, for the premium portion of one-half times \(\frac{3}{2} x\) their regular rate of pay for all hours worked pursuant to Article 17.01 (i) above.

(iii) Shift differentials are not to be included in overtime calculations.

17.02 **Inside**

(i) Regular employees and auxiliary employees appointed to a temporary vacancy in excess of three continuous months shall be paid a shift differential as follows:

- 4:00 p.m. to 12:00 midnight – sixty cents \(60\$\) per hour.
- 12:00 midnight to 8:00 a.m. – seventy cents \(70\$\) per hour.

(ii) Notwithstanding 17.02 (i) above, auxiliary employees employed in Civic Facilities or The Victoria Conference Centre shall receive the shift differential for all hours worked between 4:00 p.m. and 8:00 a.m.
(iii) Shift differential is not to be included in overtime calculations.

ARTICLE 18, WAGES AND ALLOWANCES

18.01 Bi-Weekly Pay

(i) Regular pay-days shall be every second Friday.

(ii) All current up to date vacation, sick leave and banked overtime entitlements will be included with/on each pay stub.

18.02 Schedules "A" and "B"

(i) Schedules "A" and "B" set forth the classifications, and related wage rates, which Schedules are attached to and form part of this Agreement.

(ii) Schedules "A" and "B" shall apply to all employees coming within the terms of this Agreement.

18.03 Service Pay

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

18.04 Certified Tradesperson's Allowance

(I) Welders holding a Welder II or III Ticket ("B" or "C" Tickets where applicable) shall be paid the lower welder rate (excluding trades premium). Welders holding a Welder I Ticket (or "A" Ticket where applicable) possessing a valid Provincial Certificate shall be paid a higher Welder I rate (Including the trades premium).

(ii) Employees affected by the above who were formerly paid the trades premium who would not receive the premium when it is rolled in on this basis shall be "grandfathered" at the higher rate as long as they remain continuously and actively employed in their trade.

(iii) A lump sum amount of fifty dollars ($50.00) shall be paid bi-weekly to each TQ Mechanic who possesses and maintains a government certification for the purposes of installing, servicing, inspecting and issuing CVI permits of vehicles with propane or natural gas (alternative) fuel systems.

It is understood that all Automotive Mechanics (subject to exceptions based on reasonable grounds) shall be trained by the Employer in order to obtain and maintain the foregoing certification.
18.05 **Hot Asphalt**

Employees actually working in hot asphalt and generally using hand tools, shall receive premium pay of *sixty cents (60¢)* per hour while so employed.

18.06 **Spraying**

(i) Employees employed as Asphalt or Chemical Sprayer Operators, Sandblaster Operator and Spray Painter Operator who are actually controlling the spray, shall receive premium pay of *sixty cents (60¢)* per hour while so employed.

(ii) The rate of time and one-quarter (1 ¼) per hour while so employed will be paid to an employee who holds a recognized "spray ticket" and who operates the electrostatic sprayer.

18.07 **Galvanized Welding**

Employees actually carrying out galvanized welding shall receive premium pay of *sixty cents (60¢)* per hour while so employed.

18.08 **Danger Pay**

(i) Employees working in ditches eight (8) feet or greater in depth, or working on the super structure or below the deck of the Johnson Street or Point Ellis Bridges, in accordance with the following interpretations, shall receive premium pay of sixty cents (60¢) per hour over and above the employee's standard rate while so employed.

(ii) **Ditches**

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

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

(b) This danger pay shall not apply to employees who do normal maintenance duty, or normal duties on Johnson Street Bridge.

(iv) Danger Pay will apply to those employees who are required to work on heights exceeding 25 feet using manlifts, cranes, Bowswell chairs, scaffold, ladder truck ladders or similar aerial devices.

18.09 Dirty Pay

(i) Premium
A premium of one-quarter (¼) time in addition to an employee's regular rate of pay shall be paid to an employee working in conditions described in clauses (iii), (iv) and (v) below.

(ii) Minimum Payment
An employee shall receive a minimum payment of not less than one-half hour of dirty pay premium for working in conditions described in clauses (iii), (iv), and (v) below.

(iii) Raw Sewage
The premium shall apply to employees working in:

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

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

(v) Other Conditions
The premium shall apply at the discretion of a Director of a Department, or his designate, when an employee is directed to clean up excrement/faecal matter (human or otherwise), or any bodily fluids (blood, vomit, urine, etc.), diapers, or obnoxious bio-hazards (hypodermic needles, etc.).
(vi) **Protective Clothing**
Appropriate rubber clothing will be provided for employees working with raw sewage.

(vii) **Cleaning Parkades, Centennial Square and Jail Cells**
In lieu of the premium set out above, Building Service Workers required to clean the City of Victoria Parkades and Centennial Square shall be paid thirty (30) minutes per day at time and one-quarter (1 ¼) and employees required to clean jail cells shall be paid one (1) hour per day at time and one-quarter (1 ¼). In the event that a major clean up beyond one hour (e.g. jail cell) is required the employee shall be paid the premium of one-quarter (¼) time in addition to the employee's regular rate of pay for the actual hours worked.

18.10 **First Aid Allowance**

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

- **Level 1** Occupational First Aid Certificate – Twenty-five cents ($0.25) per hour.
- **Level 2** Occupational First Aid Certificate – fifty dollars ($50.00) bi-weekly.
- **Level 3** Occupational First Aid Certificate – sixty dollars ($60.00) bi-weekly.

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

18.11 **Tool Allowance**

(i) The Employer shall pay a tool allowance, at the rate of thirty-five cents (35¢) per straight time hour, to mechanics who are required by the Employer to provide their own hand tools as a condition of employment.

(ii) In addition the Employer shall provide tool insurance for mechanics required by the Employer to provide their own hand tools as a condition of employment on the following basis:

(a) To a maximum total value of ten thousand dollars ($10,000.00) per employee.

(b) A five hundred dollar ($500.00) deductible will be applied on all claims. The payment of this deductible shall be the responsibility of the employee.

(iii) The Employer shall supply all the tools necessary to perform the duties required of an employee who holds the position of Automotive Service Repairman. It is understood that such tools shall remain the property of the Employer.
18.12 **Training Pay Allowance**

(i) At the discretion of each Department Head (or their designate) the Employer shall pay for each hour so designated a training pay allowance equal to one pay grade higher than an employee's regular rate, who, in addition to his/her own duties is requested to train another employee in a specific task or duty. This training pay allowance is for those employees that would not normally be required to train other employees.

(ii) For the purpose of this Article, training shall not include work instruction or direction by supervisors or leaehands or orientation of employees in the normal course of work.

18.13 **Retirement**

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

18.14 **Aquatic Re-Certification**

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

18.15 **Substitution Pay**

(i) When appointed by the Employer to perform the full duties of a higher paid position employees shall receive the higher rated pay of the position to which the employee has been temporarily assigned.

(ii) Where the duties of the position are shared, the combined substitution pay shall not be greater than the cost of one person substituting.

(iii) Substitution pay is not payable when an employee has not been designated by the Employer to substitute. Approval to substitute may be granted retroactively where appropriate.

**ARTICLE 19, ANNUAL VACATIONS**

19.01 **Entitlement**

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

(ii) Where a regular employee has completed one (1) year or more of continuous service, he shall be entitled to the following:

(a) After the first (1st) year of service and up to the end of the fourth (4th) year of service - fifteen (15) days vacation per annum.

(b) After the fourth (4th) year of service and up to the end of the eighth (8th) year of service - eighteen (18) days vacation per annum.

(c) After the eighth (8th) year of service and up to the end of the sixteenth (16th) year of service - twenty-three (23) days vacation per annum.

(d) After the sixteenth (16th) year of service and up to the end of the twenty-fourth (24th) year of service - twenty-eight (28) days vacation per annum.

(e) During the twenty-fifth (25th) year of service and up to the end of the twenty-ninth (29th) year of service - thirty (30) days vacation per annum.

(f) During the thirtieth (30th) year of service and each year thereafter - thirty-three (33) days vacation per annum.

19.02 Vacation Scheduling and Accrual

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

19.03 Termination of Employment

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

(i) “Calendar year” for purposes of this Article 19 shall mean the twelve month period January 1st to December 31st Inclusive.

(ii) in all cases of termination of service for any reason, adjustment will be made for any overpayment of vacation.
19.04 **Long Service Special Vacation**

In addition to annual vacation, as defined in Article 19.01, where a regular employee has served continuously for a period of thirty (30) years, he shall become entitled to one (1) calendar month's special vacation, with pay, as a reward for long and faithful service, and such leave shall be taken not later than one (1) year prior to retirement.

**ARTICLE 20, STATUTORY HOLIDAYS**

20.01 **Entitlement**

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

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

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

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

20.02 **Statutory Holiday Falling During Annual Vacation**

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

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

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

20.04 **Work on a Lieu Day**

A regular employee who works on a lieu day designated for the employee pursuant to Article 20.03 shall be paid in accordance with Article 16.02.
ARTICLE 21. SICK LEAVE

21.01 Definition

For purposes of this Article, sick leave is defined as those periods when a regular employee takes leave with pay pursuant to Article 21.02 because the employee is ill or disabled for reasons not covered by W.C.B. and, as a result, is unable to attend work.

21.02 Entitlement

Regular employees shall be eligible for sick leave in accordance with the schedule set out below, subject always to the maximum accrual established in Article 21.04.

(i) During the first twelve (12) months of service: one (1) day for each completed month of service commencing upon satisfactory completion of three (3) months of continuous service.

(ii) Upon completion of one (1) year of service and up to and including the fifth (5th) year of service: twelve (12) days per year.

(iii) Upon completion of the fifth (5th) year of service and up to and including the fifteenth (15th) year of service: eighteen (18) days per year.

(iv) Upon completion of the fifteenth (15th) year of service and each completed year of service thereafter: twenty-four (24) days per year.

(v) The yearly sick-leave entitlements set-out in clauses (i) through (iv) above shall be advanced to employees on January 1st of each year of service. However, should the employment of such employee terminate for any reason before the yearly sick-leave entitlement advanced on this basis has been earned in that year, an adjustment shall be made to the employee's final cheque to repay such advance.

21.03 Proof of Illness

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

21.04 Sick Leave Accrual

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

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

21.06 Subrogation

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

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

(ii) Benefits received from the Insurance Corporation of British Columbia or a court action and designated as compensation for loss of wages, whichever is less.

(iii) It is understood that this provision is not intended to affect a private insurance program carried by an employee.

21.07 Sick Leave During Vacation

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

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

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

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

(i) Paid sick leave longer than six (6) consecutive months.

(ii) Long Term Disability Plan.

(iii) Unpaid leave in excess of thirty (30) consecutive days (calculated from the first day of absence of the leave from work with statutory holiday entitlements determined by the Employment Standards Act).
Workers Compensation in excess of ninety (90) consecutive days

ARTICLE 23, JOB EVALUATION

23.01 Job Descriptions

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

(i) When the Employer creates a new position, a new job description shall be prepared by the Employer and forwarded to the Union. This job description and rating shall not be used for posting by the Employer until thirty (30) days have elapsed following the Union's receipt of such job description to allow an opportunity for the Union to review such job description and/or rating. Such position will be subject to a six month review per Article 23.03 (1).

(ii) When a position changes sufficiently to warrant a revised job description, the revised job description shall be prepared by the Employer and forwarded to the Union. This job description and rating shall not be finalized by the Employer until thirty (30) days have elapsed following the Union's receipt of such job description to allow an opportunity for the Union to review such job description and/or rating. Article 23.05 shall apply.

23.02 Employee Requested Pay Reviews

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

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

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

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

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

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

23.04 Disclosure to the Union

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

23.05 Dispute Resolution

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

23.06 Implementation of Results

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

23.07 Job Evaluation Plan Part of Collective Agreement

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

23.08 Positions to be Posted

(I) Where the re-evaluation of a position results in a three (3) or more pay grade wage rate increase for the position, then such position shall be posted as a vacancy. Should the Employer and Union agree, the position may be posted if a two (2) pay grade wage rate increase was the result of a re-evaluation.

(ii) Where an incumbent employee is not the successful applicant for the posted vacancy, then such employee shall be laid off and exercise bumping rights pursuant to this collective agreement.

23.09 Salary Protection

(I) Employees identified by name and job title (as attached as Appendix 2) and those whose positions are under review prior to the date of ratification, shall maintain their existing rate of pay (as of December 31, 2000) and shall receive all general wage increases for the duration of the current collective agreement while such employee remains in their current position.

(ii) An employee, whose position has been re-evaluated downward as a result of an application for evaluation received after July 8, 2001, to a pay grade below that pay grade presently received by the employee, shall be "blue circled". Such employee shall also be advised of their bumping rights pursuant to Article 14.01(i)(d).
For the purposes of this Article, "blue-circled" means that the employee shall continue to receive fifty-percent (50%) of the negotiated wage increases applicable to the employee's re-evaluated position until the wage rate of the employee's position equals or exceeds the wage rate being received by the employee.

ARTICLE 24, LEAVE OF ABSENCE FOR UNION OFFICIALS

24.01 List of Union Officials

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

24.02 Leave For Union Business

(I) Time off with pay shall be granted to official representatives of the Union, upon application to the City Manager, when it becomes necessary to transact business in connection with matters affecting both parties to this Agreement; and without limiting the generality, shall include Union-Management meetings, grievance meetings and arbitration hearings. The official representatives of the Union granted time off with pay under this Article shall be limited to three (3) in number. For purposes of collective bargaining, the official representatives granted time off with pay shall be limited to four (4) in number.

(ii) Time off without pay may be granted to representatives of the Union upon written reasonable notice to the Employer when it becomes necessary to transact business in connection with matters affecting members of the Union or to attend Union education courses or conventions. The Employer will give full consideration as to whether or not the requested time off will be granted.

ARTICLE 25, JURY AND COURT WITNESS DUTY

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

ARTICLE 26, LEAVE OF ABSENCE

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

26.02 Public Office Leave

(i) The Employer shall grant unpaid leave of absence without loss of seniority so that an employee may stand as a candidate for a federal, provincial or municipal elective public office up to and including eight (8) weeks provided written notice is given to the Employer a minimum of two (2) weeks in advance of the effective date of the leave.

(ii) An employee elected to a full-time public office shall be granted unpaid leave of absence for their term of office. During such leave of absence, seniority, benefits and entitlements shall be frozen and shall not continue to accrue or be utilized by that elected employee.

(iii) An employee elected or appointed to a public office, which is not of a full-time nature, may be granted time off work without pay subject to:

(a) Written application being made to the Employer a minimum of five (5) days in advance, and

(b) The unpaid leave of absence shall be taken in a minimum of one (1) day blocks unless otherwise agreed to by the Employer, and

(c) The aggregate of unpaid leave of absence shall not exceed ten (10) working days in any calendar year to conduct business or thirty (30) days if serving as Mayor or Chairperson. By mutual agreement of the parties, this leave may be extended.

(iv) An employee who obtains such leave of absence pursuant to (b) above must return to work with the Employer within thirty (30) calendar days after completion of public office.

26.03 Leave for Full Time Union Duties

(i) An employee who has been offered a temporary or full-time position with the Canadian Union of Public Employees, the British Columbia Federation of Labour, or the Canadian Labour Congress shall be granted unpaid leave of absence without loss of seniority for a period of up to one (1) year.

(ii) An employee elected to a full-time Union office shall be granted unpaid leave of absence for their term of office. During such leave of absence, seniority, benefits and entitlements shall be frozen and shall not continue to accrue or be utilized by that elected employee.

(iii) A request for such leaves shall be provided to the Employer in writing a minimum of thirty (30) days prior to the effective date of the leave.
26.04 **Leave for Taking Training Courses**

(i) An employee shall be granted leave without loss of their regular rate of pay when authorized by the Employer to attend a course during their shift.

(ii) An employee authorized by the Employer to attend a technical training course or a seminar on a scheduled day of rest or after their shift shall receive time-off work at their regular rate of pay equivalent to the time spent at the training course. The employee shall receive one hour of time off work for each hour of instruction. The time off work shall be scheduled by mutual agreement of the employee and the Employer.

(iii) Travel time shall only be paid if the course is beyond the Greater Victoria area. Travel time to and from the location of the course shall be compensated at the rate of two (2) hours to the course and two (two) hours from the course at the regular rate of pay to be taken in pay or time off. Any time off work shall be scheduled by mutual agreement of the employee and the Employer.

26.05 **Leave to Attend Union Meetings**

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

26.06 **Employer Meetings**

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

26.07 **Benefit Trust Leave**

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

26.08 **Compassionate Leave**

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

(i) Death of a family member (family member includes spouse, common-law spouse, Parents, children, step children, step parents, brother, sister, In-laws, grandparents, grandchildren, foster parents, foster children, or any other relative who has been living at the same residence as the employee) – up to three (3) days.
(ii) The Employer may also authorize reasonable travel time with pay to a maximum of two (2) additional days in instances where such time is deemed appropriate as a result of the location where the employee shall be attending the funeral.

(iii) Other than the compassionate leave mentioned above, employees may be granted leave with pay for short periods to attend a funeral or act as a pallbearer—up to one half (½) day per year.

ARTICLE 27, MATERNITY, PARENTAL AND ADOPTION LEAVE

27.01 Length of Leave

(i) Birth Mother

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

(ii) Birth Father

An employee who is the birth father shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

(iii) Adoptive Parent

An employee who is the adoptive father or the adoptive mother shall be entitled to up to seventeen (17) consecutive weeks of adoption leave without pay.

In addition, an employee who is the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave. An employee shall take the parental leave within fifty-two (52) weeks of the date the child comes within the care and custody of the employee.

(iv) Extensions - Special Circumstances

An employee shall be entitled to extend maternity leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth or because the child suffers medical complications.

An employee shall be entitled to extend the adoption leave by up to an additional five (5) consecutive weeks' leave without pay where the child, before coming into the employee's care and custody, is certified as suffering from a physical, psychological or emotional condition.
(v) **Maximum Allowable Leave**

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

27.02 **Notice Requirements and Commencement of Leave**

(i) An employee who requests adoption or parental leave shall be required to provide proof of adoption or birth of the child.

(ii) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. In the case of adoption of a child, the employee shall provide as much notice as possible.

(iii) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.

(iv) An employee on maternity leave, adoption or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.

(v) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.

(vi) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

27.03 **Return to Work**

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

27.04 **Sick Leave**

(i) An employee who suffers any illness or disability prior to commencing maternity leave shall be entitled to sick leave benefits.

(ii) An employee while on maternity leave, adoption leave or parental leave shall not be entitled to sick leave benefits during the period of leave.
(iii) Notwithstanding paragraph 27.04(ii), an employee on maternity leave, adoption leave or parental leave who has notified the Employer of their Intention to return to work pursuant to Articles 27.02 (iv) and (v) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

27.05 Benefits

(i) MSP, Dental, EHB and Group Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity, adoption and/or parental leave and the employee shall make arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared.

(ii) Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Municipal Pension Plan.

27.06 Supplementary Employment Insurance Benefits

(i) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEiB Plan payments.

(ii) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEiB Plan payments.

(iii) The SEiB Plan is intended to supplement the Employment Insurance benefits received by an employee while they are temporarily unable to work as a result of giving birth.

(iv) The SEiB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:

(a) For the first six (6) weeks, which includes the two week Employment Insurance waiting period, and

(b) Up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
(v) Should an employee resign prior to the expiration of their maternity, parental and/or adoption leave, or fail to remain in the active employ of the Employer for at least six (6) months after their return to work, the Employer shall recover monies paid pursuant to the SEI Plan on a pro-rated basis.

(vi) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.

(vii) Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time an employee is receiving benefits. Under this SEI Plan the Employer does not guarantee any specific level of earnings but rather is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any payback arising from changes to or the application of the tax regulations.

27.07 Seniority

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

27.08 Video Display Terminals

(i) Pregnant employees shall have the option not to continue monitoring computer monitors and video display terminals which use cathode ray tubes.

(ii) When a pregnant employee chooses not to monitor such equipment, if other work is available at the same or lower level, she may be assigned to such work. Where a work assignment of this nature is not available a regular employee shall be placed on unpaid leave of absence until she qualifies for maternity leave.

(iii) In the event an alternate work assignment is not available and the employee is placed on unpaid leave of absence, the Employer shall continue to pay the Employer portion of the health and welfare benefits set out at Articles 28.01, 28.02, 28.03 and 28.04, should the employee elect to continue such coverage.

ARTICLE 28. BENEFIT PLANS

28.01 Medical Services Plan and Extended Health Benefits

(i) The Employer shall have the ability to participate in the B.C. Medical Services Plan, the Health Benefits under the trusteeship of the Capital Area Benefit Trust, following the ratio of 80% employer and 20% employee, provided the employee agrees to contribute the remaining twenty percent (20%) on a check-off basis.
(ii) The Extended Health Benefit coverage shall include vision care providing for full reimbursement towards the cost of the purchase of one (1) pair of eyeglasses every two (2) years for, each regular employee and his dependents to a maximum cost of four hundred dollars ($400.00) per pair; hearing aids to a maximum of two thousand dollars ($2000.00) every five (5) years; an unlimited lifetime maximum; blue banner and no deductible.

Effective April 1, 2006 Extended Health Benefit coverage shall also include eye examinations for each regular employee and dependents to a maximum of seventy-five dollars ($75.00) every two (2) years.

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

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

28.02 Dental Plan

The Employers shall maintain a dental plan for regular employees following completion of their probation period, under the trusteeship of the Capital Area Benefit Trust, which shall provide for payment of one hundred percent (100%) of claims under Plan "A" (basic services), fifty percent (50%) under Plan "B" (prosthetic appliance and crown and bridge procedures) and fifty percent (50%) under Plan "C" (Orthodontics to a maximum lifetime benefit of one thousand five hundred dollars ($1,500.00) for each eligible employee and eligible dependent). The Employer shall pay eighty percent (80%) of the monthly premium cost of the Dental Plan in each instance where the employee agrees to contribute the remaining twenty percent (20%) through monthly payroll deductions.

28.03 Group Life Insurance

(i) All regular employees shall, following completion of their probation period, participate in the Group Life Insurance Plan, under the trusteeship of the Capital Area Benefit Trust, as a condition of continued employment. Each participating employee shall have basic life insurance coverage in the amount of two times (2x) such employee's annual salary, rounded upwards to the next higher thousand, and accidental death and dismemberment coverage as defined in the Plan, plus such optional benefits as offered by the trustees of the Capital Area Benefit Trust which each employee desires.

(ii) The Employer shall pay eighty percent (80%) of the cost of the premiums of the basic group life insurance and accidental death and dismemberment coverage, and the employee shall contribute the remainder. However, all premiums for any optional benefits shall be borne solely by the employee.
28.04 Municipal Pension Plan

(i) All newly hired regular employees, upon completion of their probationary period, shall participate under the Municipal Pension Plan, subject to the terms and conditions of such Plan.

(ii) Effective January 1, 2006, all newly hired regular employees shall participate under the Municipal Pension Plan, subject to the terms and conditions of such Plan, from their initial date of hire.

(iii) A newly hired employee, who was previously participating under the Municipal Pension Plan or a reciprocal plan, shall immediately be enrolled in the Plan, provided the new hire has not withdrawn their previous contributions and provided the break in service of the employee is thirty (30) calendar days or less.

(iv) Auxiliary employees, who become eligible subject to the terms and conditions of the Pension Benefits Standards Act, may participate in the Plan.

28.05 Effective date of benefit coverage

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

28.06 Maintenance of Benefit Coverage

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

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

28.07 Same Sex Relationships

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

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

(ii) All regular employees shall participate in this LTD Plan as a condition of continued employment. The required contributions for this coverage shall be as determined and amended from time to time by the Trustees and shall be shared equally by each employee through payroll deduction and the Employer (50% each), provided that in no event shall the total cost of such coverage exceed three percent (3%) of the total payroll for basic CUPE wages. Should the current benefits prove impossible to maintain for this three percent (3%) maximum in accordance with accepted actuarial accounting methods, the benefits shall be amended by the Trustees so that the three percent (3%) total cost is maintained.

(iii) The terms and conditions of this LTD Plan shall be as determined and amended from time to time by the Trustees, but in no event shall these benefits provide for other than the following, provided such benefits can be maintained for the total cost of three percent (3%) of payroll:

(a) A benefit level of sixty percent (60%) of the disabled employee's regular monthly earnings in effect on the date of disability, reduced by certain amounts received by and payable to the employee from other sources during the period of disability.

(b) A definition of disability which permits an employee to become eligible for benefits when completely unable to engage in his normal occupation for the first twenty-four (24) months of disability; and thereafter, when he is unable to engage in any occupation or employment for which he is reasonably qualified or may reasonably become qualified.

(c) A seventeen (17) week qualification period from the date of disability during which no benefit is payable under the Plan.

(iv) All claims for LTD coverage shall be adjudicated and administered by a carrier selected for such purposes by the Trustees. The terms of the Trust Agreement and Plan Documents as applicable shall apply to all matters not specifically addressed in this Article. Should a conflict arise between this Article and any of the above documents, this Article shall always apply.
(v) **Benefits While on Long Term Disability**

(a) An employee during the qualification period and while in receipt of Long Term Disability benefits shall be considered to be on approved leave of absence. Such an employee, including one engaged in rehabilitation employment with the Employer, shall continue to be covered by the provisions of the Medical Services Plan, Extended Health Plan, Group Life Insurance and Dental Plan.

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

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

(c) Notwithstanding (b) above all long term disability recipients (including those whose claim may be in process) as of April 15, 1992 shall share the costs of premiums at fifty percent (50%) employee paid and fifty percent (50%) Employer paid for the entire duration of their eligibility for long term disability benefits.

(d) Seniority shall continue to accrue while on Long Term Disability.

(e) The GVLRA/CUPE LTD Trust may examine possible options to improve health and welfare benefit entitlements and make such recommendations to the parties to this Agreement as the trustees deem appropriate.

**28.09 Portability of Previous Employer's Benefit Plans**

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

(i) They were previously employed by a municipal Employer in the Capital Regional District immediately prior to being hired, and

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

(iii) They continue to maintain their benefit plan coverage during their probationary period and pay one hundred percent (100%) of the costs of the premiums for such coverage.
28.10 **Survivor Benefit**

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

**ARTICLE 29. OCCUPATIONAL HEALTH AND SAFETY**

29.01 **Mutual Co-operation**

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

29.02 **Hazardous Substances**

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

29.03 **Occupational Health and Safety Committee**

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

29.04 **Sheltered Transportation**

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

29.05 **Proper Facilities**

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

The Employer shall replace existing safety footwear for employees who have passed their probationary period. The Employer shall utilize a "chit" system and contribute sixty (60) dollars annually towards the purchase of footwear required by Workers' Compensation. "Boot chits" shall be issued no later than January 31st of each year and copied to the Union.

29.07 Accident Investigations

All accident investigations shall include one safety committee member appointed by the Union. The Employer shall pay for all time off as per Article 24.02.1.

29.08 Workers' Compensation and Wages Upon Leave

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

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

(ii) Regular employees claiming Workers' Compensation leave will be placed onto WCB payroll status beginning the day or shift after they cease work subject to the following:

(a) Because the Employer will be paying the employee, any wage loss benefits received from the WCB will be paid to the Employer.

(b) Regular employees may receive pay only for the number of days equal to their paid sick leave, vacation and banked overtime entitlements. This will be done provided that the employee give written pre-authorization for the Employer to deduct time from paid entitlements should the WCB deny the claim. Otherwise, the employee will be on a leave of absence without pay.

(c) If a regular full-time employee's claim is accepted by the WCB, there will be no debit of the employee's paid entitlements.

(d) If a regular part-time or seasonal employee's claim is accepted and the WCB does not pay full wages, the employee's paid entitlements will be debited to make up the shortfall.

(e) If a regular employee's claim is denied by the WCB adjudicator, the employee's paid entitlement will be debited to cover the time off work.

(f) If a claim is subsequently accepted due to appeal, the appeal decision will be implemented at that time.
ARTICLE 30, PROTECTIVE CLOTHING

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

The mandatory issue of coverall suits shall be as follows:

<table>
<thead>
<tr>
<th>Aerial Life Truck Operator</th>
<th>Milling Machine Operator I</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Crusher Operator</td>
<td>Milling Machine Operator II</td>
</tr>
<tr>
<td>Asphalt Plant Operator</td>
<td>Packer Operator</td>
</tr>
<tr>
<td>Automotive Serviceperson</td>
<td>Painter</td>
</tr>
<tr>
<td>Backhoe Operator</td>
<td>Parks Equipment Serviceperson</td>
</tr>
<tr>
<td>Catch Basin Cleaner Operator</td>
<td>Parks Tractor Operator</td>
</tr>
<tr>
<td>Curb Extender Operator</td>
<td>Pump inspector</td>
</tr>
<tr>
<td>Excavator Operator</td>
<td>Pump Repair Assistant</td>
</tr>
<tr>
<td>Flat Deck Crane Operator</td>
<td>Senior Bridge Operator</td>
</tr>
<tr>
<td>Flusher Truck Operator</td>
<td>Skidsteer Loader Operator</td>
</tr>
<tr>
<td>Jet Rodder Operator</td>
<td>Small Engine Technician</td>
</tr>
<tr>
<td>Leadhand – Mechanical</td>
<td>Street Sweeper Operator</td>
</tr>
<tr>
<td>Leadhand – Welding and Fabrication</td>
<td>Tractor Trailer Operator</td>
</tr>
<tr>
<td>Loader Operator</td>
<td>Tandum Dump Truck Operator</td>
</tr>
<tr>
<td>Mechanical Technician</td>
<td>Welder Fabricator</td>
</tr>
<tr>
<td>Mechanical Technician – Fire</td>
<td>Welder's Assistant</td>
</tr>
<tr>
<td></td>
<td>Yard Maintenance Person</td>
</tr>
</tbody>
</table>

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

30.03 Gloves

(i) Outside regular employees shall be issued one (1) pair of leather gloves or two (2) pairs of rubber gloves.

(ii) Inside regular employees, upon reasonable request, shall be issued gloves as required to do the work in question.

(iii) Replacement gloves shall be provided on an "as needed" basis upon presentation of the damaged or worn-out pairs that had been previously Issued.

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

30.05 Uniforms

Where there is mutual agreement between the Union and the Employer, mandatory uniforms may be implemented in a Department or Section pursuant to the following:
(i) The required type, style and number of pieces of clothing must be mutually agreed to by the Union and the Employer. Any changes made in the type, style and number of pieces of clothing must be mutually agreed to by the Union and the Employer.

(ii) All existing employees and new employees at the time of hire in the Department or Section shall receive the agreed to items of clothing (uniform). The City of Victoria will provide all items of clothing (uniform) and such uniform will remain the property of the City of Victoria and shall be returned to the Employer upon termination of employment in that Department or Section. All costs of providing the uniforms including any applicable taxes shall be borne by the Employer.

(iii) Each employee in the Department or Section that receives uniforms according to this Article shall be provided with a cleaning service at no cost to the employee and the frequency of cleaning shall be as required.

(iv) All damage to uniforms Issued by the City of Victoria incurred in the course of an employee's duties shall be assumed by the City of Victoria. Replacement uniforms will be provided as required by the City of Victoria.

(v) The mutual agreement for mandatory uniforms may be cancelled at any time by the Union or the Employer upon thirty (30) days written notice to the other party.

**ARTICLE 31 EMPLOYEE RECORDS**

31.01 (i) Each employee shall be entitled to receive a record of their sick leave standing and any personal appraisal or disciplinary action that is added to their file.

(ii) In the event an employee wishes to review their personnel file, the employee may by appointment with the Human Resources Department have access to such file.

(iii) Should an employee disagree with any documentation maintained in the personnel file, then the employee may object in writing and such objection shall be retained by the Employer in the employee's personnel file.

31.02 Discipline

(i) The City Manager (or his designate) will give every reasonable consideration to a request in writing from an employee to remove from their personnel file any formal discipline other than performance appraisals. Any disciplinary document may be removed at the discretion of the City Manager (or his designate) provided a minimum of twenty-four (24) months has elapsed from the date of issuance and there has been no further disciplinary action affecting the employee.

(ii) Performance appraisals shall not be used as the basis for discipline.

(iii) “Designate” shall be defined as the management representative from the department where the incident happened.
ARTICLE 32. TECHNOLOGICAL CHANGE

32.01 (i) The Union recognizes the right of the Employer to introduce technological change for the purpose of improving operating efficiency.

(ii) Where a technological change is to be implemented which (1) affects the terms and conditions, or security of employment of a significant number of employees to whom the Collective Agreement applies; and (2) alters significantly the basis upon which the Collective Agreement was negotiated, the Employer shall give a minimum of ninety (90) days written notice of such change to the Union.

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

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

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

ARTICLE 33. SUBCONTRACTORS

33.01 All subcontractors of the City shall provide wages which are at least equal to those specified in this Agreement when work of a similar or same nature is performed.

ARTICLE 34. CONTRACTING OUT

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

ARTICLE 35. TERM OF AGREEMENT

35.01 Term

This Agreement shall be in effect from and including, January 1, 2001 to and including December 31, 2006, and shall continue in effect from year to year thereafter, subject to the right of either party, within four (4) months immediately preceding the expiry date or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, to require the other party to commence collective bargaining, with a view to the conclusion of a renewal or a revision of this Agreement, or a new Agreement.
35.02 Continuation Clause

Should either party give written notice to the other party in accordance with Article 36.01, this Agreement shall thereafter continue in full force and effect, until the Union shall commence a legal strike or the Employer shall commence a legal lockout, or the parties shall conclude a renewal or revision of this Agreement, or a new Agreement.

35.03 Notice to Bargain

In the case of notice to the Union, such notice shall be deemed to have been sufficiently given if delivered or mailed by prepaid registered post within the required time to the Union, at the CUPE Local 50 office in Victoria, B.C.; and in the case of the City, if delivered or mailed in the same manner to the Manager, Greater Victoria Labour Relations Association, Suite 330, 2950 Douglas Street, Victoria, B.C.

35.04 Section 50 Excluded

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

35.05 Retroactivity

(i) Except where otherwise specifically provided, the effective date of all amendments to this Agreement shall be on the date of execution first above written, however, adjustments to salaries shall apply as provided in Schedule "A" - Outside and Schedule "B" - Inside.

(ii) Retroactive pay shall be paid at the earliest date practical, but not later than thirty (30) calendar days, following the date of execution of this Agreement.

ARTICLE 36. LETTERS OF UNDERSTANDING

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

Letter #1 - Grandfather Provisions - Sick Leave Payout and Sick Leave Accrual
Letter #2 - On the Job Training
Letter #3 - Auxiliary Employee Troubleshooter
Letter #4 - Deferred Salary Leave Plan
Letter #5 - Pension Buy-Back
Letter #6 - Rehabilitation and Retraining Program
Letter #7 - Salary Sharing for Auxiliary Employees
Letter #8 - Re-employment of Laid Off Auxiliary Employees - Outside
Letter #9 - Re-employment of Auxiliary Employees - Inside
Letter #10 - Dirty Pay
Letter #11 - Work Schedule for Pool Operators at Crystal Pool
Letter #12 - Cost of Living Allowance
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this
15th day of December in the year 2004, in the City of Victoria, Province
of B.C.

FOR THE EMPLOYER

D. Daly
Chairman, GVLRA

A. Kane
Director, GVLRA

J. Bennett
Manager, GVLRA

FOR THE UNION

E. Chisholm
President, CUPE Local 50

J. Voss
Vice-President Inside, CUPE Local 50

D. Sutton
Vice-President Outside, CUPE Local 50

2001 – 2006 Collective Agreement

April 1, 2004

CUPE Local 50 and City of Victoria
## 2004 - 2006 Schedule “A” - CUPE Local 80 Employees

<table>
<thead>
<tr>
<th>Pay Grade</th>
<th>JAN 1, 2004</th>
<th>JAN 1, 2005</th>
<th>JAN 1, 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 (CUPE Inside)</td>
<td>2.0%</td>
<td>2.0%</td>
<td>2.0%</td>
</tr>
<tr>
<td>Light Duty Cleaner Crystal Pod</td>
<td>18.69</td>
<td>19.08</td>
<td>19.44</td>
</tr>
<tr>
<td>2</td>
<td>19.06</td>
<td>19.44</td>
<td>19.83</td>
</tr>
<tr>
<td>3</td>
<td>19.44</td>
<td>19.83</td>
<td>20.23</td>
</tr>
<tr>
<td>Cashier - Recreation Services</td>
<td>13.91</td>
<td>13.90</td>
<td>14.30</td>
</tr>
<tr>
<td>4</td>
<td>19.84</td>
<td>20.24</td>
<td>20.64</td>
</tr>
<tr>
<td>Lifeguard / Instructor</td>
<td>15.08</td>
<td>15.48</td>
<td>15.88</td>
</tr>
<tr>
<td>5</td>
<td>20.24</td>
<td>20.64</td>
<td>21.05</td>
</tr>
<tr>
<td>6</td>
<td>20.64</td>
<td>21.05</td>
<td>21.47</td>
</tr>
<tr>
<td>7</td>
<td>21.23</td>
<td>21.65</td>
<td>22.08</td>
</tr>
<tr>
<td>8</td>
<td>22.15</td>
<td>22.50</td>
<td>22.84</td>
</tr>
<tr>
<td>9</td>
<td>23.27</td>
<td>23.74</td>
<td>24.21</td>
</tr>
<tr>
<td>10</td>
<td>24.45</td>
<td>24.96</td>
<td>25.44</td>
</tr>
<tr>
<td>11</td>
<td>25.98</td>
<td>26.19</td>
<td>26.71</td>
</tr>
<tr>
<td>12</td>
<td>26.97</td>
<td>27.51</td>
<td>28.06</td>
</tr>
<tr>
<td>13</td>
<td>28.34</td>
<td>28.91</td>
<td>29.49</td>
</tr>
<tr>
<td>14</td>
<td>29.76</td>
<td>30.36</td>
<td>30.97</td>
</tr>
<tr>
<td>15</td>
<td>31.25</td>
<td>31.89</td>
<td>32.52</td>
</tr>
<tr>
<td>16</td>
<td>32.82</td>
<td>33.48</td>
<td>34.15</td>
</tr>
<tr>
<td>17</td>
<td>34.49</td>
<td>35.19</td>
<td>35.88</td>
</tr>
<tr>
<td>18</td>
<td>36.21</td>
<td>36.93</td>
<td>37.67</td>
</tr>
<tr>
<td>19</td>
<td>38.05</td>
<td>38.81</td>
<td>39.59</td>
</tr>
<tr>
<td>20</td>
<td>39.95</td>
<td>40.75</td>
<td>41.57</td>
</tr>
</tbody>
</table>
## SCHEDULE “A”
### OUTSIDE POSITION LISTING

<table>
<thead>
<tr>
<th>PAY GRADE 2</th>
<th>JAN 1, 2004</th>
<th>JAN 1, 2005</th>
<th>JAN 1, 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plagger</td>
<td>2.0%</td>
<td>2.0%</td>
<td>2.0%</td>
</tr>
<tr>
<td>Labourer - Genen</td>
<td>$19.08</td>
<td>$19.44</td>
<td>$19.83</td>
</tr>
<tr>
<td>Labourer - Parks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refuse Collector</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PAY GRADE 3</th>
<th>JAN 1, 2004</th>
<th>JAN 1, 2005</th>
<th>JAN 1, 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>Catch Basin Cleaner Assistant</td>
<td>$19.44</td>
<td>$19.83</td>
<td>$20.23</td>
</tr>
<tr>
<td>Equipment Attendant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forklift Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Light Construction Equipment Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Welder’s Assistant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Attendant</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PAY GRADE 4</th>
<th>JAN 1, 2004</th>
<th>JAN 1, 2005</th>
<th>JAN 1, 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Crusher Operator</td>
<td>$19.84</td>
<td>$20.24</td>
<td>$20.64</td>
</tr>
<tr>
<td>Carwasher - Parks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter’s Helper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concrete Finisher’s Assistant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Light Equipment Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loader Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jet Rodder Assistant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical Rodder Assistant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Park Equipment Service Assistant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parks Assistant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Piplayer’s Assistant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pressure Washer Truck Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pump Repair Assistant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sidewalk Scrubber Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sidewalk Sweeper Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skidsteer Loader Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waterworks Fitter’s Assistant</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PAY GRADE 5</th>
<th>JAN 1, 2004</th>
<th>JAN 1, 2005</th>
<th>JAN 1, 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aerial Lift Truck Operator</td>
<td>$20.24</td>
<td>$20.64</td>
<td>$21.05</td>
</tr>
<tr>
<td>Asphalt Maintenance Worker</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asphalt Raker</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bridge Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chipper Truck Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chopper Truck Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loader - Carwasher</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Packer Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parks Tractor Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Road Construction Worker</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Truck Driver</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Truck Driver – Street Cleaning</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sign Fabricator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Small Equipment Serviceman</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Small Packer Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street Sweeper Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tandem Dump Truck Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pay Grade 6</td>
<td>$20.04</td>
<td>$21.05</td>
<td>$21.47</td>
</tr>
<tr>
<td>-------------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>Automotive Serviceperson</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concrete Finisher</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Curb Extruder Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gardener</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Groundsperson – Ross Bay Cemetery</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leadhand – Refuse Collection</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parks Yard Serviceperson</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pay Grade 7</th>
<th>$21.25</th>
<th>$21.55</th>
<th>$22.08</th>
</tr>
</thead>
<tbody>
<tr>
<td>Backhoe Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Catch Basin Cleaner Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Deck Crane Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Milling Machine Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parks and Service Driver</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traffic Controller</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waterworks Fitter</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pay Grade 8</th>
<th>$22.16</th>
<th>$22.59</th>
<th>$23.64</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement Mason</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excavator Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leadhand – Boulevard Maintenance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mason</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Works Serviceperson</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Bridge Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Painter – Traffic Markings</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pay Grade 9</th>
<th>$23.37</th>
<th>$23.74</th>
<th>$24.21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bricklayer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Irrigation Technician</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jet Rodder Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leadhand – Sign Fabrication</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parks Equipment Serviceperson</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rodding Machine Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Small Engine Technician</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tractor Trailer Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tradee Gardener</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tradee Groundskeeper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Video Inspection Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pay Grade 10</th>
<th>$24.45</th>
<th>$24.94</th>
<th>$25.44</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leadhand – Concrete</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leadhand – Highway Maintenance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leadhand – Small Equipment Depot</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leadhand – Small Packer – Street Cleaning</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leadhand – Thermal Paving</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leadhand – Traffic Control</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leadhand – Underground</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pump Inspector</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waterworks Fitter Mechanic</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PAY GRADE 11</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>Asphalt Plant Operator</td>
<td>$25.68</td>
<td>$26.10</td>
<td>$26.71</td>
</tr>
<tr>
<td>Equipment and Vehicle Safety Trainer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leadhand – Gardener</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leadhand – Parks Equipment Serviceman</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Bricklayer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Gardener – Nursery</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Groundsperson – Ross Bay Cemetery</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Irrigation Technician</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Leadhand – Concrete</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Leadhand – Highways</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Leadhand – Landscape Construction</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Leadhand – Milling</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Leadhand – Solid Waste and Recycling</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Leadhand – Street Cleaning</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Leadhand – Underground</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Leadhand – Waterworks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utility Arborist</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PAY GRADE 12</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanical Technician</td>
<td>$28.97</td>
<td>$29.61</td>
</tr>
<tr>
<td>Mechanical Technician – Fire</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Small Engine Technician</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Welder Fabricator</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PAY GRADE 13</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Supervisor – Arboriculture</td>
<td>$32.34</td>
<td>$32.91</td>
</tr>
<tr>
<td>Assistant Supervisor – Concrete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Supervisor – Highway Maintenance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Supervisor – Parks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Supervisor – Sign Shop</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Supervisor – Underground</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Supervisor – Waterworks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leadhand – Painting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supervisor – Parks Construction and Repair</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PAY GRADE 14</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Integrated Pest Management Technician</td>
<td>$26.76</td>
<td>$30.36</td>
</tr>
<tr>
<td>Leadhand – Mechanical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leadhand – Welding and Fabrication</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Municipal Arborist</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PAY GRADE 15</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor – Arboriculture</td>
<td>$31.25</td>
<td>$31.68</td>
</tr>
<tr>
<td>Supervisor – Parks Operation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supervisor – Sign and Paint Shop</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supervisor – Small Equipment and Tools</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supervisor – Solid Waste and Recycling</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supervisor – Street Cleaning</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supervisor – Vehicle Maintenance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
NOTES: "For holders of a Certificate of Trades Qualification of greater and are those positions that require a Provincial Trades Ticket

1) While performing as a Traffic Controller – PG7 shall apply and while performing as a Yard Maintenance Person
   PG8 shall apply (vacation pay shall be in accordance with the regular work schedule)

2) While performing as a Tractor Trailer Operator – PG8 shall apply and while performing as a Refuse Collector
   PG2 shall apply (vacation pay shall be in accordance with the regular work schedule)

3) While performing as a Public Works Serviceperson – PG8 shall apply and while performing as a Labourer
   General – PG2 shall apply (vacation pay shall be in accordance with the regular work schedule)"
### SCHEDULE “A”
#### INSIDE POSITION LISTING

<table>
<thead>
<tr>
<th>Grade</th>
<th>Position</th>
<th>JAN 1, 2004</th>
<th>JAN 1, 2005</th>
<th>JAN 1, 2006</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2.0%</td>
<td>2.0%</td>
<td>2.0%</td>
</tr>
<tr>
<td>PAY GRADE 1</td>
<td>Light Duty Cleaner — Crystal Pool</td>
<td>$13.83</td>
<td>$14.30</td>
<td>$14.68</td>
</tr>
<tr>
<td>PAY GRADE 2</td>
<td>Parking Meter Collection Person</td>
<td>$19.06</td>
<td>$19.44</td>
<td>$19.83</td>
</tr>
<tr>
<td>PAY GRADE 3</td>
<td>Building Service Worker</td>
<td>$19.44</td>
<td>$19.83</td>
<td>$20.33</td>
</tr>
<tr>
<td></td>
<td>Building Service Worker — Crystal Pool</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Parkade Attendant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cashier — Recreation Services</td>
<td>$13.51</td>
<td>$13.90</td>
<td>$14.30</td>
</tr>
<tr>
<td>PAY GRADE 4</td>
<td>Clerk — City Hall</td>
<td>$19.64</td>
<td>$20.34</td>
<td>$20.84</td>
</tr>
<tr>
<td></td>
<td>Clerk / Receptionist — Support Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Leadhand - Lifeguard</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Water Meter Reader</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lifeguard Instructor</td>
<td>$15.08</td>
<td>$15.48</td>
<td>$15.88</td>
</tr>
<tr>
<td>PAY GRADE 5</td>
<td>Cashier — Finance</td>
<td>$20.24</td>
<td>$20.84</td>
<td>$21.05</td>
</tr>
<tr>
<td></td>
<td>Clerk / Receptionist — Conference Centre Events</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clerk — Recreation Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clerk — Supply Management</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Data Entry Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Delivery and Food Care Worker</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Leadhand Building Service Worker</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Print Shop Assistant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Receptionist — Public Works Support Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Window Cleaner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PAY GRADE 6</td>
<td>Clerk Typist — Administration</td>
<td>$20.64</td>
<td>$21.64</td>
<td>$21.47</td>
</tr>
<tr>
<td></td>
<td>Clerk Typist — Fire Admin</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Engineering Assistant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Leadhand — Building Service Worker — Event Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PAY GRADE 7</td>
<td>Assistant Supervisor — RAP</td>
<td>$21.23</td>
<td>$21.85</td>
<td>$22.06</td>
</tr>
<tr>
<td></td>
<td>Building Systems Clerk — VCC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clerk — Conference Centre Sales</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clerk — Engineering Administration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clerk — Engineering Operations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clerk — Finance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clerk — Parking Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clerk — Parks Operations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clerk — Public Works Support Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clerk / Storeperson</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clerk Typist — Emergency Program</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clerk Typist — Fire Prevention</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Client Services</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

2001 – 2006 Collective Agreement

April 1, 2004

CUPE Local 80 and City of Victoria
<table>
<thead>
<tr>
<th>Pay Grade</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Accounting Clerk Conference Centre Administration</td>
</tr>
<tr>
<td></td>
<td>Accounts Payable Clerk</td>
</tr>
<tr>
<td></td>
<td>Administrative Assistant - Engineering</td>
</tr>
<tr>
<td></td>
<td>Aquatic Leader</td>
</tr>
<tr>
<td></td>
<td>Assistant Storekeeper</td>
</tr>
<tr>
<td></td>
<td>Building Maintenance Worker</td>
</tr>
<tr>
<td></td>
<td>Clerk - Engineering Operations / Fleet Accounting</td>
</tr>
<tr>
<td></td>
<td>Clerk - Parks</td>
</tr>
<tr>
<td></td>
<td>Pool and Building Operator</td>
</tr>
<tr>
<td></td>
<td>Print Shop Operator</td>
</tr>
<tr>
<td></td>
<td>RAP Maintenance Worker / Coordinator of Festival Events</td>
</tr>
<tr>
<td></td>
<td>Secretary - Urban Design</td>
</tr>
<tr>
<td></td>
<td>Senior Clerk - Engineering Operations</td>
</tr>
<tr>
<td></td>
<td>Technical Assistant - Engineering Services</td>
</tr>
<tr>
<td>10</td>
<td>Accounting Clerk Administrative and Protocol Assistant</td>
</tr>
<tr>
<td></td>
<td>Administrative Assistant - Engineering</td>
</tr>
<tr>
<td></td>
<td>Administrative Assistant - Permits and Information</td>
</tr>
<tr>
<td></td>
<td>Administrative Assistant - Planning</td>
</tr>
<tr>
<td></td>
<td>Computer Support Technician</td>
</tr>
<tr>
<td></td>
<td>Computer / Telecommunications Support Technician</td>
</tr>
<tr>
<td></td>
<td>Office Coordinator - Parks</td>
</tr>
<tr>
<td></td>
<td>Recreation Programmer</td>
</tr>
<tr>
<td></td>
<td>Secretary - City Council</td>
</tr>
<tr>
<td></td>
<td>Storekeeper</td>
</tr>
<tr>
<td></td>
<td>Technical Assistant - Development</td>
</tr>
</tbody>
</table>

2001 - 2006 Collective Agreement
April 1, 2004
CUPE Local 35 and City of Victoria
**PAY GRADE 11**
- Bylaw Officer
- Coordinator – Parking
- Draftsperson / Technical Assistant
- Engineering Technician – Development
- Engineering Technician – Engineering Information
- Engineering Technician – Underground Design
- Leachfield – Pool and Building Operator
- Payroll Clerk
- Planning Technician
- Senior Clerk – Accounts Payable

**PAY GRADE 12**
- Administrative Assistant – Fire Department
- Assistant Supervisor – Building Maintenance
- Assistant Supervisor – Building Services
- Coordinator – Parking Fines
- Financial Analyst – Accounts Receivable/Business License
- Financial Analyst – Property Tax
- Financial Analyst – Utility Billing
- Landscape Technician
- Senior Technician – Construction and Inspection

**PAY GRADE 13**
- Buyer
- Engineering Technician – Cross Connection Control Officer
- Marketing Coordinator
- Senior Technician – Survey
- Senior Technician – Underground Design
- Senior Technician – Development
- Transportation Technician

**PAY GRADE 14**
- Building Inspector
- Financial Analyst – Accounting Services
- Financial Analyst – Finance Services
- Financial Analyst – Utility Billing Coordinator
- Microcomputer Systems Analyst
- Occupational Health and Safety Officer
- Pollution Abatement Officer
- Research Analyst
- Senior Technician – Computer Mapping
- Senior Utility Planner
- Transportation Technician

**PAY GRADE 15**
- Accounts Receivable Coordinator
- Building Inspector II
- Community Development Coordinator
- Community Recreation Coordinator
- Community Recreation Development Coordinator
- Electrical Inspector
- Payroll Coordinator
- Planner – Community Development
- Plumbing and Building Inspector
- Plumbing Inspector
- Senior Buyer
- Senior Bylaw Officer
- Supervisor – Public Works Support Services
<table>
<thead>
<tr>
<th>Pay Grade</th>
<th>Position Descriptions</th>
<th>Pay Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>Archivist, Coordinator - Accounting, Estimator / Project Coordinator, Land Development Technologist, Senior Technologist - Transportation Operations, Supervisor - Building Services, Supervisor - Construction and Inspection, Supervisor - Design and Investigation, Supervisor - Land Development, Zoning Administrator</td>
<td>$32.62 - $34.15</td>
</tr>
<tr>
<td>17</td>
<td>Chief Building Inspector, Chief Electrical Inspector, Chief Plumbing Inspector, Planner, Planner - Economic Development, Planner - Heritage, Property Manager, Senior Geomatics Technologist, Transportation Planner</td>
<td>$34.48 - $35.88</td>
</tr>
<tr>
<td>18</td>
<td>Information Technology Support Supervisor, Infrastructure Administrator, Social Planner, Systems Analyst</td>
<td>$38.21 - $39.67</td>
</tr>
<tr>
<td>19</td>
<td>Senior Planner - Heritage, Senior Planner - Urban Design, Supervisor - PC and Network Administrator</td>
<td>$38.65 - $39.69</td>
</tr>
<tr>
<td>20</td>
<td>Senior Planner</td>
<td>$39.95 - $41.57</td>
</tr>
</tbody>
</table>
# 2004 - 2008 Schedule, "B" - CUPE Local 50 Inside Employees

<table>
<thead>
<tr>
<th>Job Class</th>
<th>Pay Grade</th>
<th>JAN 1, 2004</th>
<th>JAN 1, 2005</th>
<th>JAN 1, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>2001 2003</td>
<td>Door Attendant / Usher</td>
<td>2.0%</td>
<td>2.0%</td>
<td>2.0%</td>
</tr>
<tr>
<td>2003</td>
<td>Music Person</td>
<td>9.60</td>
<td>8.79</td>
<td>9.99</td>
</tr>
<tr>
<td>2005 2006</td>
<td>Childminder</td>
<td>11.25</td>
<td>11.48</td>
<td>11.71</td>
</tr>
<tr>
<td>2006</td>
<td>Concession Worker</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2011</td>
<td>Day Camp Leader</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2014 2017</td>
<td>Head Door Attendant - RAP</td>
<td>14.64</td>
<td>14.83</td>
<td>15.23</td>
</tr>
<tr>
<td>2017</td>
<td>Camp Coordinator</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE "A" AND "B"
OUTSIDE - INACTIVE POSITIONS

The following is the list of inactive positions as of July 1, 2004 not set out in previous or revised wage schedules and the parties recognize that such positions, if reactivated, remain within the jurisdiction of the Union.

Assistant Supervisor - Sanitation and Street Cleaning
Caretaker / Labourer - Parks
Boat Operator
Gardener I
Head Lifeguard
Labourer - Public Works
Leadhand - Mechanical - Parks
Lifeguard
Mechanical Technician - Police
Milling Machine Operator I
Ornamental Horticulturalist
Road Base Roller Operator
Senior Groundsperson
Senior Leadhand - Mechanical
Senior Leadhand - Thetis Lake Park
Senior Parks Equipment Serviceman
Street Sweeper Operator - Night
Supervisor - Beacon Hill Park
Supervisor - Boulevards
Supervisor - Horticulture and Nursery
Supervisor - Sanitation & Street Cleaning
Supervisor - Small Parks
Waterworks Storekeeper
Weed Inspector
SCHEDULE "A" AND "B"
INSIDE -- INACTIVE POSITIONS

The following is the list of inactive positions as of July 1, 2004 not set out in previous or revised wage schedules and the parties recognize that such positions, if reactivated, remain within the jurisdiction of the Union.

Accounting Clerk I
Administrative Assistant - Parks, Recreation & Community Development
Aquatic Programmer
Assistant Supervisor - Box Office
Assistant Supervisor - Food Services
Building Maintenance Worker - Telephones
Business License Inspector
Buyer I
Buyer II
Buyer / Records
Buyer / Storekeeper
Cashier - Box Office
Cashier - Crystal Pool
Claims Administration Clerk
Clerk - Bylaw
Clerk - Civic Facilities / Water and Environment
Clerk - Electrical Inspection
Clerk - Operations
Clerk - Planning and Development
Clerk - Plumbing Inspection
Clerk - Property Taxes
Clerk - Utility Billing
Community Recreation Coordinator - Youth
Community Recreation Development Coordinator - Youth
Community Recreation Development Coordinator - Seniors
Community Youth Liaison
Computer Support Assistant
Concession Supervisor - Crystal Pool
Concession Worker - Crystal Pool
Engineering Technician - Construction and Inspection
Head Cashier / Receptionist - Crystal Pool
Head Door Attendant / Usher - Arena
Head Swim Instructor
Inventory Clerk
Junior Payroll Clerk
Leadhand - Building Service Worker
Leadhand Concession Worker - Arena
Liquor Licensing Project Coordinator
Maintenance Project Coordinator - WHMIS Trainer
Mapping Technician - Planning
Occupational Health and Safety Assistant
Office Coordinator - Arena / RAP Support Services
Park Planning Field Assistant
Print Shop / Switchboard Clerk
Program Coordinator - Crystal Pool
Recreation Program Coordinator - Aquatics / Fitness
Recreation Program Coordinator - Recreation / Sport
Recycling Coordinator
Registration System Coordinator
Research Assistant
Secretary - Arena
Secretary - Finance
Secretary - Public Works Support Services
Senior Technician - Drafting and Design
Skate Patrol
Skate Shop Attendant
Skate Shop Operator
Supervisor - Accounting
Supervisor - Box Office
Supervisor - Food Services
Supervisor - Parking Meter Service
Supervisor - Payroll
Supervisor - Pool Maintenance
Supervisor - Property Taxes
Supervisor - Royal Athletic Park
Technician - Computer Drafting
SCHEDULE "A" AND "B"
POLICE—INACTIVE POSITIONS

The following is the list of inactive positions as of July 1, 2004 not set out in previous or revised wage schedules and the parties recognize that such positions, if reactivated, remain within the jurisdiction of the Union.

Admin Assistant — Court Scheduling / Primary Response
Administrative Assistant — Traffic Section
Administration Clerk — Police
Clerk — Detective Division
Clerk — Operations
Communications Specialist
Complaint Taker
Computer Support Technician — Police
Coordinator — Operational Planning
court Information Specialist
CPIC Specialist
Criminal Records Specialist
Duly Driver — Police
Human Resources Clerk — Police
Information and Privacy Disclosure Analyst
Information Coordinator / Trainer — Police
Information Release Specialist
Mechanical Technician — Police
Microcomputer Systems Analyst — Police
Payroll / Accounting Clerk — Ponce
Police Records Specialist
Programmer Analyst I
Programmer Analyst II
Properly and Supply Clerk
Recruitment Clerk — Police
Secretary — Detective Division
Secretary — Executive Services Division
Secretary — Fraud Section
Secretary — Patrol Division
Senior Uniform Crime Reporter
Supervisor — Communications Section
Supervisor — Property and Supply
Supervisor — Records
Switchboard Clerk — Police
Systems Analyst — Police
System Operator
Uniform Crime Reporter Specialist
Volunteer Coordinator — Police
LETTER OF UNDERSTANDING #1

between

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

and

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

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

IN WITNESS WHEREOF the parties hereto have caused this Letter Of Understanding to be executed on this ________ day of ________, 2004, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

[Signature]
Chairman, GVLRA

[Signature]
Director, GVLRA

[Signature]
Manager, GVLRA

FOR THE UNION

[Signature]
President, CUPE Local 50

[Signature]
Vice-President Inside, CUPE Local 50

[Signature]
Vice-President Outside, CUPE Local 50

2001 – 2006 Collective Agreement
April 1, 2004
CUPE Local 50 and City of Victoria
LETTER OF UNDERSTANDING# 1

between

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

and

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

Grandfather Provisions – Sick Leave Payout and Sick Leave Accrual

Article 1: Preamble

1.1 This letter of Understanding establishes "grandfather" provisions for sick leave payout and sick leave accrual arising as a result of changes made to the sick leave language, Article 18, of the renewal Agreement that replaced the Collective Agreement which expired on December 31, 1982.

1.2 This Letter of Understanding is attached to and forms part of the current Collective Agreement between the parties.

1.3 Regular employees not actively employed or on the recall list on April 6, 1984, as defined in Section 2.1 below; or regular employees hired after April 6, 1984, shall not be eligible for any benefits under this Letter of Understanding.

1.4 "Twenty-six (26) weeks" wherever mentioned below, shall be interpreted as the number of working days or shifts in a calendar period of time of twenty-six (26) weeks, or six (6) months or one-half (½) a year.

Article 2. Sick Leave Accrual

2.1 Those regular employees who were on April 6, 1984 actively employed (including W.C.B., sick leave or authorized leave), or were on the recall list and eligible for recall on that date, shall be eligible to continue to accrue sick leave pursuant to Section 2.2 below. Such employees shall not continue to accrue sick leave under Article 21.04 of the Collective Agreement.
2.2 Regular employees, eligible under Section 2.1 above, shall earn sick leave in accordance with Article 21.02 of the Collective Agreement. The maximum cumulative sick leave shall be twenty-six (26) weeks. Where an eligible employee has not taken sick leave, or only a portion thereof, to which he would be entitled under the schedule set out in Article 21.02, he shall be entitled to accrue fifty percent (50%) of such unused sick leave for his future benefit; It being understood that in the event of any employee attaining the maximum accumulative sick leave, such sick leave shall, nevertheless, continue to accrue as aforesaid, but in no case shall the maximum benefits to which an employee is entitled exceed twenty-six (26) weeks in any twelve (12) month period.

Article 3, Sick Leave Payout

1. From April 6, 1984 to December 31, 1984 Inclusive

3.1 For the period from April 6, 1984 up to and Including December 31, 1984, regular employees who were on April 6, 1984 actively employed (Including 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 Sections 3.2 through 3.4 below.

3.2 From April 6, 1984 to and Including December 31, 1984, regular employees, eligible under Section 3.1 above, having accrued sick leave to their credit at retirement, will receive a salary grant in lieu of such sick leave equal to seventy-five percent (75%) of such credit; PROVIDED that in no case shall the said salary grant in lieu of accrued sick leave exceed seventy-five percent (75%) of the maximum accumulative sick leave of twenty-six (26) weeks.

3.3 From April 6, 1984 to and including December 31, 1984, after ten (10) years' continuous service, a regular employee eligible under Section 3.1 above, whose employment terminates shall receive a salary grant equal to seventy-five percent (75%) of any accrued sick leave acquired by him to the date of termination; PROVIDED that in no case shall this grant exceed seventy-five percent (75%) of the maximum cumulative sick leave of twenty-six (26) weeks. This Section 3.3 shall not apply in cases where an employee is discharged for cause, or in cases of retirement which are covered by Section 3.2. Employees receiving severance pay under this Section 3.3 shall not also receive severance pay under Article 14.06 of the Collective Agreement.

3.4 From April 6, 1984 to and including December 31, 1984, in the event of the death of a regular employee eligible under Section 3.1 above, the Employer shall grant to the estate of such employee a sum equal to an additional six (6) weeks salary or wages computed from the date of death and calculated at the rate of pay to which he was entitled at the date of his death; PROVIDED that where such employee having a least ten (10) years' continuous service dies while in service, his estate shall be entitled to either the benefits paid under Section 3.3 or under this Section 3.4, whichever is greater.
11. From December 31, 1984

3.5 As at the close of business on December 31, 1984, a maximum sick leave accrual level for payout purposes shall be established or "frozen" for each regular employee who was, on April 6, 1984, actively employed or on the recall list, as defined in Section 3.1, and who remained so actively employed or on the recall list on December 31, 1984.

3.6 The maximum sick leave accrual level for payout purposes for each regular employee covered by Section 3.5 shall be established at each such employee's actual sick leave accrual level as at the close of business on December 31, 1984, provided the maximum accrual any such employee shall have established or "frozen" is twenty-six (26) weeks.

III. Following December 31, 1984

3.7 From January 1, 1985 onward, only those regular employees who had a maximum sick leave accrual level for payout purposes established or "frozen" for them on December 31, 1984, in accordance with Sections 3.5 and 3.6 above, shall be eligible to receive sick leave payout, and then, only pursuant to Section 3.8 through 3.10 below.

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

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

NOTE This provision shall come into effect during the first 3 months of the calendar year 1993 and thereafter.
3.9 After ten (10) years' continuous service, a regular employee who is eligible for a sick leave payout in accordance with Section 3.7 and whose employment terminates on or after January 1, 1985, shall be eligible to receive a salary grant of seventy-five percent (75%) of the sick leave accrual such employee actually has to his credit on the date of termination, PROVIDED always that such employee shall not receive an amount which is greater than seventy-five percent (75%) of the "frozen" maximum sick leave accrual level for payout purposes established for such employee on December 31, 1984, under Sections 3.5 and 3.6 above. This Section 3.9 shall not apply in cases where an employee is discharged for cause, or in cases of retirement which are covered under Section 3.8. Employees receiving severance pay under this Section 3.9 shall not also receive severance pay under Article 14.06 of the Collective Agreement.

3.10 In the event of the death on or after January 1, 1985 of a regular employee who was eligible for a sick leave payout in accordance with Section 3.7, the estate of such employee shall be eligible to receive a salary grant equivalent to an additional six (6) weeks' pay computed at the normal basic wage rate for such employees at the time of his death; PROVIDED that, where the employee had ten (10) years or more continuous service at the time of death, his estate shall be eligible to receive the greater of either a salary grant calculated on the basis of Section 3.9 above, or six (6) weeks' pay in accordance with this Section 3.10.

3.11 The dollar ($) value of the sick leave payout under Sections 3.8 through 3.10 above shall be calculated on the basis of the basic wage rate for such employee in effect at the time the payout is made.

3.12 Regular employees who have had their maximum sick leave accrual level for payout purposes established or "frozen" on December 31, 1984 under Sections 3.5 and 3.6 above and who subsequently utilize part or all of such accrual because they become legitimately ill, may by working after such illness and earning additional sick leave, re-accrue sick leave for payout purposes back to the original established maximum level. The above notwithstanding, it should be understood that the maximum "frozen" sick leave accrual level for payout purposes is not guaranteed and must actually be earned and to each employee's credit at the time of payout.
IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this ____ day of _____ in the year 2004, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

[Signature]
Chairman, GVLRA

[Signature]
Director, GVLRA

[Signature]
Manager, GVLRA

FOR THE UNION

[Signature]
President, CUPE Local 50

[Signature]
Vice-President Inside, CUPE Local 50

[Signature]
Vice-President Outside, CUPE Local 50
LETTER OF UNDERSTANDING #2

between

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

and

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

On the Job Training

The parties agree as follows:

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

2. Additional Employer considerations when selecting employees for training under this article shall be as follows in rank order:

   (a) The present and future operating needs and efficiency of the department and/or work unit involved;

   (b) The relationship between an eligible employee's current work and the training to be offered;

   (c) The capabilities and past performance of the employees considered for training; and,

   (d) Seniority.

3. Training of a more general nature or of interest to a number of employees in a given work unit or department may also be offered by the Employer under this Letter. Such training shall always meet the basic criteria set out in the first sentence of subsection (1), with employees being selected for such training on the basis of subsection (2).
4. Training under this Letter shall in no event take place between departments and shall not be provided solely to enable employees to obtain the qualifications or experience required in order to qualify for higher paid positions. For purposes of this Letter, "functional work units" shall be defined as smaller work units within a given department which, for purposes of training, are considered distinct for functional or operational reasons by the Employer.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 15th day of December in the year 2004, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

Chairman, GVLRA

Director, GVLRA

Manager, GVLRA

FOR THE UNION

President, CUPE Local 50

President, CUPE Local 50

Vice-President Inside, CUPE Local 50

Vice-President Outside, CUPE Local 50
LETTER OF UNDERSTANDING #3

between

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

and

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

Auxiliary Employee Troubleshooter

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

2. All recommendations of the Auxiliary Employee Troubleshooter appointed under this Letter shall be binding, unless the parties mutually agree otherwise.

3. Procedure:

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

   (a) Investigate the difference; and,

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

4. Primary Function:

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

   (b) On a case-by-business case basis the troubleshooter may consider combining various jobs or positions to reasonably create a regular position. The troubleshooter reserves jurisdiction, subsequent to submission of the parties, to determine if a job competition or a direct appointment is appropriate. Should a job competition be deemed appropriate then applicants shall be limited to internal auxiliary employees and the procedure of Article 13 (Posting and Filling of Vacancies) shall apply.
IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 15th day of December in the year 2004, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

[Signature]
Chairman, GVLRA

[Signature]
Director, GVLRA

FOR THE UNION

[Signature]
President, CUPE Local 50

[Signature]
Vice-President Inside, CUPE Local 50

[Signature]
Manager, GVLRA

[Signature]
Vice-President Outside, CUPE Local 50
LETTER OF UNDERSTANDING #4

between

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

and

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

Deferred Salary Leave Plan

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

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 15th day of December in the year 2004, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

[Signature]
Chairman, GVLRA

[Signature]
Director, GVLRA

[Signature]
Manager, GVLRA

FOR THE UNION

[Signature]
President, CUPE Local 50

[Signature]
Vice-President Inside, CUPE Local 50

[Signature]
Vice-President Outside, CUPE Local 50
LETTER OF UNDERSTANDING #5

Between

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

and

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

Municipal Pension Plan: Buy Back of Service

1. Subject to the purchase of service provision contained in the Municipal Pension Plan, the Employer agrees to participate in such provision as is necessary to extend pensionable service of eligible employees covered by the collective agreement up to a maximum of twelve (12) months, which represents service sewed by the employee in a probationary capacity served with the employer has a vested interest in the Municipal Pension Plan. The employee must have

(a) Eligible employees who wish to purchase such service for periods worked prior to April 2002 may make arrangements prior to April 2007 to purchase the full amount associated with the purchase of service as determined by the Municipal Pension Plan. The Municipal Pension Plan stipulates that after April 2007 service prior to April 2002 will not be eligible to be purchased. The Employer agrees to reimburse the employee fifty percent (50%) of the purchase cost upon the employee producing the receipt and provided the employee has reached the minimum retirement age. An employee who wishes to take advantage of this benefit shall provide at least one (1) month's notice in advance of their contemplated retirement date. The time constraints may be waived under special circumstances and with the approval of the Employer.

(b) Eligible employees who are seeking purchase of service for their probationary period served with the employer after April 1, 2002 may make arrangements prior to April 1, 2007 to purchase the full amount associated with the buy-back of service served with the employer for which such service has not before been considered as pensionable service. Upon the employee producing the receipt,

2. Eligible employees who have served with the Employer from 2001 to 2004 may make arrangements to purchase the full amount associated with the buy-back of service served with the Employer for which such service has not before been considered as pensionable service.
Employer agrees to reimburse the employee fifty percent (50%) of the purchase cost as stipulated by the Municipal Pension Plan. Reimbursement by the Employer shall be made in the year in which the employee reaches minimum retirement age.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 15th day of December, 2004, in the City of Victoria, in the Province of British Columbia.

FOR THE EMPLOYER

[Signature]
Chairman, GVLRA

[Signature]
Director, GVLRA

[Signature]
Manager, GVLRA

FOR THE UNION

[Signature]
President, CUPE Local 50

[Signature]
Vice-President Inside, CUPE Local 50

[Signature]
Vice-President Outside, CUPE Local 50
LETTER OF UNDERSTANDING #6

between

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

and

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

Rehabilitation and Retraining Program

1. The Employer and the Union agree to establish through the Union Management Committee (Article 9) a rehabilitation and retraining program for regular employees who are permanently partially disabled through Illness, Injury or handicap and are unable to carry-out their pre-disability duties.

2. The purpose of this program is to assist a disabled employee in returning to their former position or to another position with the Employer.

3. The program may augment other programs established by statute or this Collective Agreement such as the Workers' Compensation Board and the Long Term Disability Plan.

4. The Union and the Employer recognize that, subject to bona fide operational considerations, rehabilitation and retraining programs require the parties to assess their "duty to accommodate".

5. It is understood and agreed by the parties that in determining a program:

   (a) The Employer and the Union may mutually agree to waive the posting procedures to place a disabled regular employee into a vacant position,

   (b) An employee who is disabled may, through mutual agreement of the parties on an individual case by case basis, be permitted to bump into any position provided such disabled employee has the qualifications, experience, skill and ability to perform the work, and provided such position is occupied by a junior employee and provided further that no upward bumping shall be permitted,

   (c) Once work has been found for a disabled employee, a more senior disabled employee may not subsequently bump that employee, because the more senior employee is also seeking placement under the provisions of this Letter of Understanding.
6. This Letter of Understanding shall operate for the duration of this Collective Agreement from the date of signing and may be cancelled thereafter at any time by the Union or the Employer upon thirty (30) days written notice.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 15th day of December, 2004, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

[Signature]
Chairman, GVLRA

[Signature]
Director, GVLRA

[Signature]
Manager, GVLRA

FOR THE UNION

[Signature]
President, CUPE Local 50

[Signature]
Vice-President Inside, CUPE Local 50

[Signature]
Vice-President Outside, CUPE Local 50
LETTER OF UNDERSTANDING #7

between

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

and

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

Salary Sharing for Auxiliary Employees

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

1. Persons employed under the government program shall be employed as auxiliary employees as defined in the Collective Agreement. Posting requirements will be waived by the Union if stipulated in the senior government guidelines.

2. The work involved in such projects would not have directly resulted in the recall to regular employment of any laid off regular employee currently on the recall list.

3. Each project application will be presented to the Union at least thirty (30) days prior to the deadline for the application to allow adequate time for review and/or consultation between the parties. This limit may be reduced by mutual agreement.

4. That such projects comply with the provisions of the Collective Agreement between the Employer and the Union.

5. (a) That such projects provide new employment opportunities and do not displace existing jobs or regular or auxiliary employees.

   (b) That the task involved in such projects is not one which has been done or could reasonably be expected to be undertaken by existing employees within the foreseeable future.

6. That the rates of pay and working conditions not specifically covered by the Collective Agreement between the Employer and the Union are negotiated.

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

April 1, 2004
2001-2004 Collective Agreement
CUPE Local 50 & City of Victoria
IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 15th day of December in the year 2004, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

[Signature]
Chairman, GVLRA

[Signature]
Director, GVLRA

[Signature]
Manager, GVLRA

FOR THE UNION

[Signature]
President, CUPE Local 50

[Signature]
Vice-President Inside, CUPE Local 50

[Signature]
Vice-President Outside, CUPE Local 50
LETTER OF UNDERSTANDING # 8

between

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

and

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

Re-employment of Laid Off Auxiliary Employees – Outside

This is to set out the administrative guidelines applicable to the re-employment of CUPE Local 50 – Outside auxiliary employees who have completed their probationary period and are laid off following the conclusion of their auxiliary work assignment. These guidelines shall replace any previous guidelines respecting the re-employment of laid off auxiliary employees.

1. Eligibility for re-employment shall be confined to the Engineering Department and Parks Division and shall be offered to those auxiliary employees in order of hours worked.

2. (a) It is understood that the intent of clause 1 is that all auxiliary employees are re-employed as labourers or refuse collectors only and to pay them for working in higher positions on a "while so employed" basis (this does not include the positions of Public Works Service Persons, Bridge Operators, positions requiring a certified trades qualification, or in a position requiring a class 1 driver's licence with air brake endorsement).

(b) Where the City requires auxiliary employees to work in higher paid positions, the Employer may post and fill the positions as per Article 13, Posting and Filling Vacancies.

3. (a) Auxiliary employees will be eligible to sign up for the Engineering Department/Parks Division "spareboard" without affecting their eligibility for re-employment in the Engineering Department/Parks Division as set out in clause 1, 2 (a) and 2 (b) above.

(b) Re-employment of laid off auxiliary employees on the "spareboard" shall be based on the principle of an auxiliary employee (on the spareboard list) with the greatest number of hours worked shall be the first employee offered available work. It is understood that an auxiliary employee on the spareboard shall be subject to re-employment according to this principle.

Where questions related to an employee's eligibility for re-employment arise and where such questions go unresolved the grievance procedure set out in Article 11 of the Collective Agreement shall apply.
IN WITNESS WHEREOF the parties thereto have caused this Letter of Understanding to be executed on this ___ day of December _______ in the year 2004, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

Chairman, GVLRA

Director, GVLRA

Manager, GVLRA

FOR THE UNION

President, CUPE Local 50

Vice-President Inside, CUPE Local 50

Vice-President Outside, CUPE Local 50
LETTER OF UNDERSTANDING # 9

between

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

and

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

Re-Employment of Auxiliary Employees – Inside

This Letter of Understanding is to set out the administrative guidelines applicable to the re-employment of CUPE, Local 50 – Inside auxiliary employees who have completed their probationary period and are laid off following the conclusion of their auxiliary work assignment. These guidelines shall apply to auxiliary employees within either the Parkades Section or the Building Services Section and Article 1.09 (2) shall have no force or effect upon such auxiliary employees.

1. The Employer shall establish two spareboard lists, one within each of the Parkades Section and the Building Services Section for the purpose of re-emplying auxiliary employees.

2. Auxiliary employees from such sections shall be eligible to place their name on such lists (sign-up) for the purpose of re-employment when auxiliary work becomes available.

3. Re-employment of auxiliary employees in each Section shall be from the spareboard list and shall be based on the principle of the auxiliary employee with the greatest number of hours worked within the bargaining unit shall be first offered available work in the position.

4. It is understood that a work assignment may not be made to an auxiliary employee should the Employer suffer an increase in cost (example: overtime) in such an assignment.

5. Where questions related to an employee's eligibility for re-employment arises and where such questions go unresolved the grievance procedure set out in this Collective Agreement shall apply.
IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 1st day of December 2004, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

Daly
Chairman, GVLRA

Hefford
Director, GVLRA

Manager, GVLRA

FOR THE UNION

President, CUPE Local 50

Vice-President Inside, CUPE Local 50

Vice-President Outside, CUPE Local 50

2001-2004 Collective Agreement  April 1, 2004  CUPE Local 50 & City of Victoria
LETTER OF UNDERSTANDING #10

between

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

and

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

Dirty Pay

Effective July 1, 2001 the parties agree as follows:

In lieu of the premiums set out in Article 18.09, Dirty Pay, it is understood and agreed that the following positions within their respective sections shall be paid one (1) hour per eight (8) hour shift at time and one-quarter (1¼) their normal straight time rate of pay.

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

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

Parks
Leadhand Caretaker
Caretaker, Parks
Small Packer Operator

Further, in the event that a major clean-up in a restroom is required by a Parks Caretaker then the employee shall be paid the premium of one-quarter (¼) time in addition to the employee’s regular rate of pay for the actual hours worked.
IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 15th day of December in the year 2004, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

[Signatures]

Chairman, GVLRA

Director, GVLRA

Manager, GVLRA

FOR THE UNION

[Signatures]

President, CUPE Local 50

Vice- President Inside, CUPE Local 50

Vice- President Outside, CUPE Local 50
LETTER OF UNDERSTANDING# 11

between

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

and

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

Work Schedule for Pool Operators at Crystal Pool

The parties hereby agree as follows:

1. That this Letter of Understanding is attached to and forms part of the Collective Agreement and remains in full force and effect for the term of the current Collective Agreement.

2. The weekly hours of work for a full-time regular Pool Operator at the Crystal Pool shall be thirty-five (35) hours per week excluding meal periods.

3. The daily hours of work for a full-time regular Pool Operator shall be eight and three quarter (8 ¾) hours.

4. In any seven (7) day period a full-time regular Pool Operator shall work four (4) consecutive days and have three (3) consecutive days of rest.

5. Pool Operators shall rotate through the shifts on an equitable basis.

6. A sick day, vacation day, statutory holiday or other paid leave from work shall be utilized in an hourly equivalent to the employee's annual entitlement.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this 15th day of December, 2004, in the City of Victoria, Province of British Columbia.

FOR THE EMPLOYER

Chairman, GVLRA

Director, GVLRA

Manager, GVLRA

FOR THE UNION

President, CUPE Local 50

Vice-President Inside, CUPE Local 50

Vice-President Outside, CUPE Local 50

April 1, 2004
LETTER OF UNDERSTANDING #12

BETWEEN

THE CORPORATION OF THE CITY OF VICTORIA

(hereinafter referred to as the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 50

(hereinafter referred to as the "Union")

COST OF LIVING ALLOWANCE

The Employer and the Union agree that the hourly wage rates set out in Schedule "A" - Outside, Schedule "A" - Inside and Schedule "B" - Inside of the current collective agreement shall be improved, if applicable, effective January 1, 2005 and January 1, 2006 in accordance with the following:

1. The Consumer Price Indices to be utilized shall be those published by Statistics Canada affecting Victoria with the 1992 base of 100 (December to December).

2. It is agreed that the Cost of Living Allowance (COLA) adjustment shall be applied to the wage schedule in addition to and subsequent to the general wage increase of each calendar year of 2005 (being two per cent) and 2006 (being two per cent).

3. The COLA shall apply only if the Victoria Consumer Price Indices (December to December) exceed the percentage change in the calendar year set out below (trigger) and the maximum COLA wage adjustment shall not exceed the percentage wage increase set out below (cap).

<table>
<thead>
<tr>
<th>Effective Year of Increase</th>
<th>CPI year and Annual Percentage increase (trigger)</th>
<th>Maximum COLA Wage Increase Allowed (cap)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2005</td>
<td>2004 - 2.0 per cent</td>
<td>0.5 per cent</td>
</tr>
<tr>
<td>2006</td>
<td>2005 - 2.0 per cent</td>
<td>0.5 per cent</td>
</tr>
</tbody>
</table>
4. The matrix below shall illustrate the effect of COLA and wage increases:

<table>
<thead>
<tr>
<th>CPI Rate of Change</th>
<th>COLA Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.0</td>
<td>.00%</td>
</tr>
<tr>
<td>2.1</td>
<td>.10%</td>
</tr>
<tr>
<td>2.2</td>
<td>.20%</td>
</tr>
<tr>
<td>2.3</td>
<td>.30%</td>
</tr>
<tr>
<td>2.4</td>
<td>.40%</td>
</tr>
<tr>
<td>2.5</td>
<td>.50%</td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this ___ day of ___________ 2004, in the City of Victoria, in the Province of British Columbia.

FOR THE EMPLOYER

[Signatures]
Chairman GVLRA
Director, GVLRA

FOR THE UNION

[Signatures]
President, CUPE Local 50
Vice-President Inside, CUPE Local 50
Vice-President Outside; CUPE Local 50