

COLLECTIVE AGREEMENT

Between the

**BOARD OF CEMETERY TRUSTEES
OF GREATER VICTORIA**

And the

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

January 1, 2019 – December 31, 2022

Table of Contents

ARTICLE 1	UNION MEMBERSHIP REQUIREMENT	2
1.01	Present Employees	2
1.02	New Employees	2
1.03	Failure to Comply	2
ARTICLE 2	NEW EMPLOYEES	2
2.01	Union Security and Dues	2
2.02	Copy of Agreement	2
2.03	Notification to Union	2
2.04	Appointment Letter	3
2.05	Membership List	3
2.06	No Other Agreements/Representation	3
ARTICLE 3	CORRESPONDENCE	3
3.01	Correspondence	3
ARTICLE 4	GRIEVANCE PROCEDURE	3
4.01	Definition	3
4.02	Procedure	4
4.03	Extension of Time Limits	4
4.04	Policy Grievances	4
ARTICLE 5	ARBITRATION	5
5.01	Appointment of an Arbitration Board	5
5.02	Powers of Arbitration Board	5
5.03	Costs of Arbitration Board	5
ARTICLE 6	DISCHARGE, SUSPENSION AND DISCIPLINE	5
6.01	Crossing of Picket Lines	5
6.02	Discipline and Employee Records	6
ARTICLE 7	SENIORITY	6
7.01	Seniority Defined	6
7.02	Probation for Newly Hired Employees	6
7.03	Seniority Lists	6
7.04	Loss of Seniority	7
7.05	Temporary Employee Duration of Employment	7
ARTICLE 8	PROMOTIONS AND STAFF CHANGES	7
8.01	Posting Vacancies	7
8.02	Filling Vacancies	7
8.03	Appraisal Period	8
8.04	Appointments	8
8.05	Role of Seniority	8

ARTICLE 9	LAYOFF, RECALL AND BUMPING	9
9.01	Layoff Order	9
9.02	Notice of Layoff	9
9.03	Bumping Rights	10
9.04	Recall Rights	10
9.05	Recall to Employment	10
ARTICLE 10	HOURS OF WORK	12
10.01	Standard Work Day	12
ARTICLE 11	OVERTIME	13
11.01	Standard Work Day	13
11.02	Statutory Holidays	13
11.03	Overtime on Sundays	13
11.04	Call-out	13
11.05	Time-Off in Lieu of Overtime	13
ARTICLE 12	STATUTORY HOLIDAYS	14
12.01	List of Holidays	14
ARTICLE 13	VACATIONS	14
13.01	Length of Vacations	14
13.02	Vacation Schedules	15
13.03	Vacation Carry Over	15
13.04	Leave of Absence During Vacation	15
ARTICLE 14	SICK LEAVE PROVISIONS	16
14.01	Sick Leave Defined	16
14.02	Amount of Sick Leave	16
14.03	Proof of Illness	17
14.04	Sick Leave Accrual	17
14.05	Restrictions on Sick Leave	17
14.06	Sick Leave Records	17
14.07	Personal, Emergency and Family Leave	17
ARTICLE 15	LEAVE OF ABSENCE	18
15.01	Absence for Dental and Non-Emergency Medical Appointments	18
15.02	Leave for Union Business	18
15.03	Bereavement Leave	18
15.04	Jury Duty	19
15.05	Court Witness Duty	19
15.06	Examination Leave	19
15.07	General Leave	19
15.08	Emergency Time-Off	19
15.09	Participation in Sports Events and Community Service	20

ARTICLE 16 MATERNITY, PARENTAL AND ADOPTION LEAVE.....	21
16.00 Definitions.....	21
16.01 Length of Leave.....	21
16.02 Notice Requirements and Commencement of Leave	22
16.03 Return to Work	22
16.04 Sick Leave.....	22
16.05 Benefits	23
16.06 Supplementary Employment Insurance Benefits.....	23
16.07 Seniority	24
ARTICLE 17 PAYMENT OF WAGES AND ALLOWANCES	24
17.01 Payment of Salaries	24
17.02 New Positions	24
17.03 Higher Classifications.....	24
17.04 Exhumations	25
17.05 Dirty Work Premium	25
17.06 Compensation Pay.....	25
17.07 Service Pay	26
17.08 Retirement Bonus	26
17.09 Pesticide Premium	26
17.10 Death Benefits.....	26
17.11 Trade Differential.....	26
17.12 Personal Vehicle	26
ARTICLE 18 JOB CLASSIFICATION AND RECLASSIFICATION	27
18.01 Board Authority	27
18.02 Establish Job Descriptions	27
18.03 New Positions	27
18.04 Position Re-Evaluation	27
ARTICLE 19 EMPLOYEE BENEFIT PLANS	27
19.01 Benefit Plans.....	27
19.02 Municipal Pension Plan.....	28
19.03 Benefits While on Layoff.....	29
19.04 Long Term Disability Plan	29
19.05 Same Sex Relationships	30
19.06 Survivor Benefit.....	31
ARTICLE 20 SAFETY AND HEALTH	31
20.01 Safety Committee.....	31
20.02 Cancer Prevention	31
ARTICLE 21 JOB SECURITY	31
21.01 Contracting Out.....	31

ARTICLE 22 UNIFORM AND CLOTHING ALLOWANCE	31
22.01 Exhumation Clothing	31
22.02 Rain Gear.....	32
22.03 Crematorium Operator's Coveralls	32
22.04 Safety Footwear Allowance.....	32
22.05 Clothing Allowance.....	32
ARTICLE 23 HUMAN RIGHTS.....	33
23.01 Discrimination.....	33
23.02 Sexual Harassment.....	33
23.03 Personal Harassment.....	34
ARTICLE 24 GENERAL CONDITIONS	34
24.01 Washing Facilities	34
ARTICLE 25 COPIES OF AGREEMENT	34
25.01 Copy of Agreement	34
ARTICLE 26 TERM OF AGREEMENT	35
26.01 Duration	35
26.02 Section 50	35
26.03 Retroactivity	35
SCHEDULE "A"	36
LETTER OF UNDERSTANDING # 1	
Re: Amendments and Deletions.....	37
LETTER OF UNDERSTANDING # 2	
Re: Saturday Staffing Level	38
LETTER OF UNDERSTANDING # 3	
Re: Cost of Living Allowance	39
LETTER OF UNDERSTANDING # 4	
Re: Municipal Pension Plan – Buy Back of Service	41
LETTER OF UNDERSTANDING # 5	
Re: Auxiliary Employees	43
LETTER OF UNDERSTANDING # 6	
RE: Re-Opening of Article 10.02	45
LETTER OF UNDERSTANDING #7	
Re: Tuesday to Saturday Voluntary Shift	46

COLLECTIVE AGREEMENT

BETWEEN THE:

**BOARD OF CEMETERY TRUSTEES
OF GREATER VICTORIA**

(hereinafter called the "Board")

AND THE:

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

(hereinafter called the "Union")

WHEREAS it is the desire of both parties to this Agreement to maintain the harmonious relationship so necessary between employer and employee and to recognize the mutual value of joint discussions and negotiations in all matters of mutual concern;

AND WHEREAS the Board recognizes the Union as the sole bargaining agent on behalf of its employees within the classes represented by the Union;

AND WHEREAS the parties have agreed to enter into this Agreement as affecting and relating to the staff employed by the Board;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 UNION MEMBERSHIP REQUIREMENT

1.01 Present Employees

All present employees covered by the terms of this Agreement shall, as a condition of continued employment, forthwith become and remain members of the Union.

1.02 New Employees

All new employees covered by the terms of this Agreement shall, within thirty (30) calendar days of their employment, as a condition of continued employment, become and remain members of the Union.

1.03 Failure to Comply

In the event that an employee fails to comply with the provisions of this clause, the Board shall forthwith terminate his/her employment.

ARTICLE 2 NEW EMPLOYEES

2.01 Union Security and Dues

- (a) The Board agrees to acquaint new employees with the fact that an agreement between the Board and the Union is in effect and with the conditions of employment dealing with union security and union dues.
- (b) The Board 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 Bylaws of the Union. Union dues shall be deducted from the date of hire.

2.02 Copy of Agreement

New employees, wherever possible, shall be presented with a copy of the Agreement by the Board on commencement of employment.

2.03 Notification to Union

The Board will notify the Union of the name, address, position and location of each new employee within fifteen (15) days of their date of employment.

2.04 Appointment Letter

At the time a new employee is hired or a present employee is appointed to a new position, they shall receive written confirmation from the Board of their hiring or appointment, position, rate of pay, days and hours of work, benefits and, where pertinent, their duration of employment.

2.05 Membership List

Upon request from the Union, the Board shall provide an up-to-date membership list every six (6) months. This list shall be in alphabetical order and include, name, mailing address, postal code, phone number, position and rate of pay 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.

2.06 No Other Agreements/Representation

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

ARTICLE 3 CORRESPONDENCE

3.01 Correspondence

Any correspondence arising out of this Agreement or incidental thereto shall pass to and from the Secretary of the Board and the President of the Union at the CUPE Local 50 office.

ARTICLE 4 GRIEVANCE PROCEDURE

4.01 Definition

For purposes of this Agreement, the term grievance shall mean any difference between the parties, or the Board 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.

4.02 Procedure

- (a) **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 Board. 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 Board as a result of that employee's absence from work on sick leave or vacation.
- (b) **Step 2:** If no settlement is reached at Step 1, the Union shall submit the grievance in writing to the Secretary-Treasurer, within ten (10) working days of the discussion provided at Step 1. The Secretary-Treasurer 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.
- (c) **Step 3:** If the 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 2.

4.03 Extension of Time Limits

The Union and the Board 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.

4.04 Policy Grievances

Where a dispute involving a question of general application or general interpretation of this Agreement occurs, the Board has a grievance, or a grievance on discharge, layoff or recall occurs, such grievances may be processed commencing at Step 2, provided the grievance is submitted within twenty (20) working days from the date the incident prompting the grievance comes to the attention of the grievor.

ARTICLE 5 ARBITRATION

5.01 Appointment of an Arbitration Board

- (a) The Board of Arbitration shall consist of one (1) representative of the Board, one (1) representative of the Union and an impartial Chairperson chosen by these representatives.
- (b) Upon the matter being referred to arbitration pursuant to Article 4.02(c), the Board 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 chairperson. Should they fail to do so, they shall jointly request the Director, Collective Agreement Arbitration Bureau to select a Chairperson.
- (c) By mutual agreement of the parties a single arbitrator may be utilized in the place of the three person arbitration board.

5.02 Powers of Arbitration Board

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

5.03 Costs of Arbitration Board

The fees and expenses of the Chairperson of the Arbitration Board shall be borne jointly by the parties.

ARTICLE 6 DISCHARGE, SUSPENSION AND DISCIPLINE

6.01 Crossing of Picket Lines

The Board shall not request, require or direct employees within this Unit to perform work resulting from legal strikes that would normally have been carried out by those on strike, providing the Board is allowed to cross these lines to carry out works of an emergency nature.

6.02 Discipline and Employee Records

- (a) The Secretary-Treasurer shall 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 Secretary-Treasurer 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.
- (b) Performance appraisals shall not be used as the basis for discipline.

ARTICLE 7 SENIORITY

7.01 Seniority Defined

For purposes of this Agreement seniority is defined as the length of an employee's continuous employment from the date of last hire in a regular position. Regular employees shall not attain seniority until they have completed their probationary period after which their seniority shall include the probationary period. Temporary employees shall not accumulate or exercise seniority, HOWEVER a temporary employee shall have the right to consideration on a recall or for regular employment before any other outside applicant is given consideration.

7.02 Probation for Newly Hired Employees

All newly hired regular employees shall serve a probationary period not exceeding six (6) continuous months employment from the date of hire, during which period such employee may be terminated without reference to any other article of this Agreement. Temporary employees shall be on probation for the first six (6) months of employment and shall have access to the grievance procedure.

7.03 Seniority Lists

The Board shall maintain current seniority lists for regular employees showing each employee's seniority standing. Where two (2) or more employees commenced work on the same date, their relative seniority standings shall be determined on the basis of their application dates. The Board shall provide copies to the Union upon request.

7.04 Loss of Seniority

A regular employee shall lose seniority in the event:

- (a) He/she is terminated for cause and is not reinstated.
- (b) He/she resigns.
- (c) He/she is absent without approved leave for five (5) consecutive working days unless it was impossible for the employee to have contacted the Board.
- (d) He/she is laid off for longer than twelve (12) consecutive months, or fails to accept recall under Article 9.05, or fails to report on the date and time required when recalled.

7.05 Temporary Employee Duration of Employment

A temporary employee may only be employed to perform work that is less than six (6) months duration in any calendar year. The six (6) months may be extended by mutual agreement between the parties.

ARTICLE 8 PROMOTIONS AND STAFF CHANGES

8.01 Posting Vacancies

Where a regular vacancy occurs or a new regular position is established, the Board shall post a vacancy notice for a minimum period of eight (8) working days containing information relevant to the position, e.g. - nature of position, wage/salary rate or range, qualifications, skill and experience required.

8.02 Filling Vacancies

The procedures and principles established in Article 8.05 shall be followed by the Board when filling vacancies posted under Article 8.01.

8.03 Appraisal Period

When an employee is selected to fill a vacancy posted under Article 8.01 (Posting Vacancies), 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 and pay rate without a loss in seniority in the following circumstances:

- (a) By written notice of at least five (5) working days should the employee desire to return, or
- (b) By written notice of at least five (5) working days should the Employer consider the employee to be unsatisfactory, unsuitable, or unable to perform the duties of the new position.

8.04 Appointments

- (a) Any new regular employee engaged shall be considered on probation for a period of six (6) months.
- (b) Acceptance of employment shall constitute acceptance of the terms and conditions hereof.
- (c) Any appointments from within the staff are to be made in accordance with the provisions relating to promotions as outlined herein.
- (d) All vacancies occurring within the system shall be posted at the office and on the staff bulletin boards.

8.05 Role of Seniority

- (a) The following factors shall receive consideration in filling posted vacancies, layoffs, bumping and recall of laid off employees:
 - Qualifications,
 - Experience,
 - Skill,
 - Efficiency, and
 - Ability.

- (b) When qualifications, experience, skill, efficiency and ability required to perform the work in question are relatively equal among those individuals involved, the senior employee shall receive preference. All determinations of qualifications, experience, skill, efficiency and ability required to perform the work in question shall be made by the Board and whether such determinations were made by the Board in a fair and equitable fashion shall be subject to the grievance procedure.

ARTICLE 9 LAYOFF, RECALL AND BUMPING

9.01 Layoff Order

Regular employees shall be laid off by the classification and section designated for the layoff according to seniority, provided always that the employee to be retained has the qualifications, experience, skill, efficiency and ability required to perform the work in question. All determinations of qualifications, experience, skill, efficiency and ability required to perform the work shall be made by the Board in a fair and equitable fashion.

9.02 Notice of Layoff

- (a) The Board shall not terminate an employee without giving the employee, in writing, at least:
 - 1. Two (2) weeks notice where the employee has completed a period of employment of at least six (6) consecutive months, and
 - 2. After the completion of a period of employment of three (3) consecutive years, one (1) additional week notice, and for each subsequent completed year of employment, an additional week notice up to a maximum of eight (8) weeks notice.
- (b) The period of notice shall not coincide with an employee's annual vacation.
- (c) When the Board terminates an employee it may, instead of the notice required to be given under Section (a) above, pay the employee severance pay equal to the period of notice required.
- (d) Payment under Section (c) above does not relieve the Board from making any other payment to which the employee is entitled under the Employment Standards Act.

9.03 Bumping Rights

- (a) Within three (3) working days following notification that they occupy a position designated for layoff, regular employees shall be given the opportunity to exercise their seniority by indicating the desire to bump into the position(s) designated by the Board for such purpose, on the basis of Sections 1. and 2. below, provided always that the bumping employee has the qualifications, experience, skill, efficiency and ability required to perform the work in question. All determinations of qualifications, experience, skill, efficiency and ability required to perform the work shall be made by the Board in a fair and equitable fashion. Failure to indicate the desire to bump into the designated position(s) when given the opportunity under this Article 9.03 shall result in the affected employee being laid off.
1. Firstly – the most junior employee occupying a classification in a lateral pay grade and failing that,
 2. The most junior employee occupying a classification in the next or each subsequent lower pay grade.
- (b) A regular employee who elects to bump in accordance with Article 9.03 (a), or who is re-employed in accordance with either Article 9.03 (a) or (b) [except when re-employed in the same position 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/she shall be laid off. In no event shall an employee be permitted to bump a second time as a result of the same layoff.

9.04 Recall Rights

Regular employees permanently laid off from regular employment in accordance with Article 9 shall be placed on the recall list in seniority order for a period not exceeding twelve (12) consecutive months.

9.05 Recall to Employment

- (a) Former regular employees on the recall list may make application on the same basis as active employees for regular vacancies which are posted under Article 8.01. Former regular employees on the recall list who do not apply for posted regular vacancies shall receive no consideration when such vacancies are filled under this Section (a).

- (b) If a regular vacancy is not posted under Article 8.01 or is posted and is not filled under Section (a) above and in accordance with Section (c) below, the Board shall attempt to recall a former employee on the recall list having the qualifications, experience, skill, efficiency and ability required to perform the work in question before offering employment to a new employee. All determinations of qualifications, experience, skill, efficiency and ability required to perform the work shall be made by the Board in a fair and equitable fashion. In no event shall the Board be required to re-employ any former employee who has been laid off from regular employment for longer than twelve (12) consecutive months.
- (c) It shall be the responsibility of laid off regular employees to maintain their current telephone number and postal address with the Board's personnel department or equivalent. When filling regular vacancies on the basis of Section (b) above and before offering employment to a new employee, the Board shall attempt to contact a former regular employee on the recall list having the qualifications, experience, skill, efficiency and ability required 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 Board shall send a registered letter to the employee's current postal address. Should the Board 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 under Section (b) above or fail to report on the date and time required, the employee shall lose all rights to recall.
- (d) The date and time to report may be extended by a maximum of ten (10) working days upon the approval of the Board should the employee have extenuating personal circumstances which make it impossible to report as required, provided always that the operational requirements of the Board permit. Employees on the recall list shall notify the Board when they are to be temporarily away to provide a temporary telephone number and address where the Board will be able to contact them during such absence.
- (e) A regular employee who has been bumped or laid off pursuant to this Article 9 and who remains continuously employed in some other regular position with the Board, may return to his/her original position should it become vacant within twelve (12) calendar months, provided always that a more senior employee who applies and has the qualifications, experience, skill, efficiency and ability required to perform the work shall receive preference over the original incumbent in filling the position.

ARTICLE 10 HOURS OF WORK

10.01 Standard Work Day

(a) Outside Workers

The standard working day shall consist of eight (8) hours of work within an eight and one-half (8½) hour period between the hours of 8:00 a.m. and 4:30 p.m. on the same day, with one-half (1/2) hour for a meal break.

The meal break may be staggered when operationally required.

(b) Office Workers

Accounting, Records & Family Service Officer – the standard working day shall consist of eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. on the same day, with one-half (1/2) hour for a meal break.

All other Inside Workers – the standard working day shall consist of seven and one-half (7.5) hours of work within an eight hour period between the hours of 8:30 a.m. and 4:30 p.m. on the same day, with one-half (1/2) hour for a meal break.

The meal break may be staggered when operationally required.

10.02 Standard Work Week

The standard work week shall consist of five (5) standard working days from Monday to Friday inclusive. However, when the volume of cremation cases received during a standard work week is greater than that which can be completed within the same standard work week, the Board may at its discretion, change the standard work week of a relieving crematorium operator to consist of five (5) standard working days from Tuesday to Saturday inclusive for the purpose of completing, on a Saturday, any overload of cremation cases received during the previous five (5) days. The Board may also change the standard work week of one (1) grounds worker to coincide with that of the relieving crematorium operator.

10.03 Variation in Daily Hours

By written mutual agreement between the Board and the Union, employees may commence their regular work day at times other than those specified in this collective agreement.

ARTICLE 11 OVERTIME

11.01 Standard Work Day

Time worked over eight (8) hours in one standard working day and/or forty (40) hours shall be considered as overtime hours and shall be paid at double the normal rate of pay.

Time worked over eight (8) hours in one standard working day shall be considered as overtime and shall be paid at double the normal rate of pay.

11.02 Statutory Holidays

Time worked on any statutory holiday shall be paid at *two (2X) such employees' normal rate of pay for a minimum of four (4) hours. This rate shall be paid in addition to the normal pay the employee would receive for that day had he/she not worked.*

11.03 Overtime on Sundays

There shall be no work on Sundays except in cases *where due to a cultural or religious observance, cremation service must take place. Time worked on any Sunday shall be paid at two (2X) such employees' normal rate of pay for a minimum of four (4) hours. This overtime shall be offered on a voluntary basis.*

11.04 Call-out

In the case of emergency calls, employees who are called and report for such work shall receive a minimum of four (4) hours pay at the prevailing rate.

11.05 Time-Off in Lieu of Overtime

The Board shall give reasonable consideration to requests from 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 Board and the employee arriving at mutually satisfactory arrangements for such time-off.

ARTICLE 12 STATUTORY HOLIDAYS

12.01 List of Holidays

All employees coming within the provisions of this Agreement shall, be entitled to the following statutory holidays without loss of pay:

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

AND all general holidays proclaimed by the Province of British Columbia.

ARTICLE 13 VACATIONS

13.01 Length of Vacations

Vacations with pay shall be granted to all employees in the manner following:

During the first twelve (12) months of service (which includes probationary period): vacation will be granted based on one-twelfth (1/12) of fifteen (15) working days for each month or portion of a month greater than one-half (1/2) worked by December 31st.

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

- After the first (1st) year and up to the end of the fourth (4th) year of employment:

Fifteen (15) working days per year.

- After the fourth (4th) year and up to the end of the eighth (8th) year of employment:

Eighteen (18) working days per year.

- After the eighth (8th) year and up to the end of the sixteenth (16th) year of employment:

Twenty-three (23) working days per year.

- After the sixteenth (16th) year and up to the end of the twenty-fourth (24th) year of employment:
 - Twenty-eight (28) working days per year.
- During the twenty-fifth (25th) year of service and each year thereafter:
 - Thirty three (33) working days per year.
- In the thirtieth (30th) year of employment, a special entitlement of one (1) month extra vacation shall be granted. This "special" vacation shall be granted one time only and may be taken up to one (1) year before retirement.

For those employees with twenty (20) years or more service in May of 1995 the special entitlement shall be granted in the twenty-sixth (26) year of employment and must be taken within one (1) year of earning this benefit.

Vacation and sick entitlements shall be advanced on January 1st based on hours actually worked in the previous twelve (12) months

By January 31st of each year thereafter, employees will be notified of their entitlements

13.02 Vacation Schedules

Employees shall have the right to arrange the calendar dates for time off for annual vacations but such calendar dates shall be subject to the approval of the Manager.

13.03 Vacation Carry Over

An employee may, upon written request, be permitted to carry over one (1) week of vacation to the following year for good and sufficient reason.

13.04 Leave of Absence During Vacation

Where an employee qualifies for sick leave, compassionate leave or any other leave during his/her vacation period, he/she may substitute the leave in place of vacation, and the period of vacation so displaced shall be reinstated for later use at a date mutually agreeable to the employee and the supervisor.

To qualify for sick leave, an employee must provide proof to the satisfaction of the Board that he/she suffered a confining illness or an incapacitating accident.

13.05 Temporary Employees

A temporary employee shall receive vacation pay of six percent (6%) of gross earnings.

A temporary employee who becomes a regular employee shall have service and seniority back dated to their first and original date of hire to temporary employment with the Board. The initial number of paid vacation days as a regular employee, shall be prorated to take into account vacation pay issued pursuant to this section as a temporary employee.

ARTICLE 14 SICK LEAVE PROVISIONS

14.01 Sick Leave Defined

For purposes of this Agreement, sick leave is defined as those periods when a regular employee takes leave with pay pursuant to Article 14.02 below because the employee is ill or disabled for reasons not covered by *WorkSafe BC* and as a result, is unable to attend work.

The yearly sick leave entitlements set out in Article 14.02 (b), (c), (d) shall be advanced to employees on January 1st of each calendar year. Should an employee exceed their annual entitlement and that which has been accrued in the year they have severed their employment, an adjustment shall be made to the employee's final pay out in order to recover the overpayment.

14.02 Amount of Sick Leave

Regular employees who are unable to attend work as a result of illness or disability not covered by *WorkSafe BC* shall be eligible for leave with pay in accordance with the schedule set out below, subject always to the maximum accrual established in Article 14.04.

(a) During the first twelve (12) months of service:

One (1) day for each completed month of service commencing on satisfactory completion of the probationary period of six (6) months of continuous service.

(b) Upon completion of one (1) year of service and up to and including the fifth (5th) year of service:

Twelve (12) days per year.

- (c) Upon completion of the fifth (5th) year of service and up to and including the fifteenth (15th) year of service:

Eighteen (18) days per year.

- (d) Upon completion of the fifteenth (15th) year of service and each completed year of service thereafter:

Twenty-four (24) days per year.

14.03 Proof of Illness

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

14.04 Sick Leave Accrual

The unused sick leave entitlement shall accrue and be available to the employees as provided in Article 14.02 at the rate of one hundred percent (100%) of the unused entitlement. The maximum accrual allowable to one employee shall be one hundred thirty (130) days.

14.05 Restrictions on Sick Leave

Notwithstanding any other provision in this Agreement, any employee injured while in the service of another employer or while self-employed for profit, shall not receive any of the sick leave benefits provided in this Article 14.

14.06 Sick Leave Records

The Board shall advise each employee, in writing on the employee's anniversary date, of the amount of sick leave accrued to his or her credit.

14.07 Personal, Emergency and Family Leave

- (a) A regular employee shall in each calendar year (January 1 to December 31) be entitled to utilize up to a maximum of four (4) paid work days to be deducted from their accumulated sick leave bank (Article 14.04) for the purposes of personal, emergency and family leave.
- (b) In order to be entitled to the paid leave pursuant to this Article, an employee must have and maintain a minimum of seventy-five (75) days in their accumulated sick leave bank

- (c) An employee shall get prior approval for the leave from the Employer and schedule the leave to meet operational requirements.
- (d) In the event of an emergency or unforeseeable occurrence the employee shall notify their supervisor of their absence as soon as practical.

ARTICLE 15 LEAVE OF ABSENCE

15.01 Absence for Dental and Non-Emergency Medical Appointments

- (a) Regular full-time and regular part-time employees who have completed the probationary period may be permitted the necessary time off with pay, up to one and one-half (1½) hours, to attend dental and non-emergency medical appointments. Any such time taken in excess of one and one-half (1½) hours will be without pay. The Board reserves the right to request proof of attendance for dental and medical appointments.
- (b) Notwithstanding Section (a) above, in cases where a regular full-time or regular part-time employee finds it necessary to undergo a drawn-out series of medical or dental treatments, all time lost will be charged to sick leave allotment at the conclusion of the series of treatments, or annually each December, whichever comes first. All above absences are subject to the advance approval of the employee's immediate supervisor.

15.02 Leave for Union Business

Time off with pay shall be granted to not more than two (2) elected representatives of the Union when it becomes necessary to transact business with the Board during working hours upon application to, and permission of, the Secretary-Treasurer of the Board.

15.03 Bereavement Leave

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

- (b) In the event the employee travels outside the Capital Regional District area to attend the funeral, additional leave to a maximum of three (3) days with pay will be granted, at the discretion of the Board.

15.04 Jury Duty

Any regular employee or a temporary employee after six (6) months employment who is subpoenaed to serve as a member of a jury shall receive his/her regular rate of pay for the period of absence from regularly scheduled days of work provided that the employee pays to the Board all remuneration received for performing jury duty on those regularly scheduled hours or days of work, and providing further that the employee reports to work before or after fulfilling such duty on those days when it is practical.

15.05 Court Witness Duty

Any regular employee or a temporary employee after six (6) months employment subpoenaed to attend court as a witness, except where the employee's private affairs have caused the court appearance, shall receive his/her regular rate of pay for the period of absence from regularly scheduled days of work, provided that the employee pays to the Board all remuneration received for performing such witness duty on those regularly scheduled days of work.

15.06 Examination Leave

An employee may be granted leave of absence with pay to write examinations to upgrade his or her employment qualifications providing that such upgrading is pertinent to his or her employment with the Board.

15.07 General Leave

An employee may be entitled to leave of absence without pay and without loss of seniority when he or she requests such leave. Such request shall be in writing and subject to the approval of the Board. Such approval shall not be withheld without just cause.

15.08 Emergency Time-Off

An employee shall be permitted leave of absence to care for an ill member of their family or attend to a serious household or domestic emergency. This leave is without pay except an employee may request payment of regular wages from vacation entitlement; accrued overtime or accrued sick leave entitlement.

15.09 Participation in Sports Events and Community Service

An employee who is involved in sports events or community service shall be allowed the necessary time-off without pay to attend to such duties, provided it does not interfere with operations. The employee shall give their supervisor, in writing, as much notice as possible.

15.10 Domestic Violence

- (i) *The parties acknowledge that when domestic violence occurs, it is a significant social problem that can affect health and well being of employees and their families.*

When employees experience violence or abuse in their personal lives, it may affect their attendance or performance at work.

- (ii) *The Employer agrees to provide the following leaves for victims of domestic violence:*

(a) *Five (5) days leave with pay.*

(b) *Up to twenty-six (26) weeks of unpaid leave in one consecutive period.*

- (iii) *Domestic Violence leave may be taken for the following purposes:*

(a) *To seek medical attention for the employee's child in respect of a physical or psychological injury or disability caused by the domestic violence.*

(b) *To obtain services from a victim services organization.*

(c) *To obtain psychological or professional counselling.*

(d) *To relocate temporarily or permanently.*

(e) *To seek legal advice or law enforcement assistance*

- (iv) *The foregoing leaves are accessed by request to, and approval of, the Executive Director.*

- (v) *The Employer will not disclose any information relating to the leave to anyone except when another employee requires the information to carry out their duties, or as required by law, or with the consent of the employee.*

ARTICLE 16 MATERNITY, PARENTAL AND ADOPTION LEAVE

16.00 Definitions

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

16.01 Length of Leave

(a) Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to *sixty-two (62)* consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave. In the event the birth mother dies or is totally disabled, an employee who is a parent of the child shall be entitled to both maternity and parental leave without pay.

(b) Parental Leave

Other than the birth mother, a parent shall be entitled to up to *sixty-two (62)* consecutive weeks of parental leave without pay. The employee shall take the leave within *seventy-eight (78)* weeks of the child's birth or date the child comes within the care and custody of the employee.

(b) Extensions - Special Circumstances

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

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

(d) Maximum Allowable Leave

It is understood that the maximum allowable leave or combination of leave entitlements pursuant to this Article shall be *seventy-eight (78)* continuous weeks or the maximum permitted by Employment Insurance.

16.02 Notice Requirements and Commencement of Leave

- (a) An employee who requests parental leave shall be required to provide proof of adoption or birth of the child.
- (b) 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.
- (c) Where the duties of a pregnant employee cannot reasonably be performed because of the pregnancy an appropriate accommodation shall be explored between the parties prior to the Employer requiring the pregnant employee to commence maternity leave before her scheduled leave. In such cases the employee's previously scheduled leave period will not be affected.
- (d) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (e) 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.
- (f) 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.

16.03 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 16.05 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.

16.04 Sick Leave

- (a) An employee who suffers any illness or disability prior to commencing maternity leave shall be entitled to sick leave benefits.
- (b) An employee while on maternity leave or parental leave shall not be entitled to sick leave benefits during the period of leave.

- (c) Notwithstanding section (ii), an employee on maternity leave or parental leave who has notified the Employer of their intention to return to work pursuant to Articles 16.02 (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.

16.05 Benefits

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

16.06 Supplementary Employment Insurance Benefits

- (a) 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.
- (b) 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.
- (c) Subject to the approval of the Employment Insurance Commission, parents who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (d) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and one hundred percent (100%) of their gross weekly earnings and is paid for the first seventeen (17) weeks, which includes the two (2) week Employment Insurance waiting period, and provided the employee continues to receive Employment Insurance benefits.

- (e) Should an employee resign prior to the expiration of their maternity or parental leave, or fail to remain in the active employ of the Employer for at least six (6) months after their return to work, the Employer shall recover monies paid pursuant to the SEIB Plan on a pro-rated basis.
- (f) 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.
- (g) Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time an employee is receiving benefits. Under this SEIB Plan the Employer does not guarantee any specific level of earnings but rather is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any payback arising from changes to or the application of the tax regulations.

16.07 Seniority

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

ARTICLE 17 PAYMENT OF WAGES AND ALLOWANCES

17.01 Payment of Salaries

Salaries shall be paid bi-weekly, by direct deposit of pay cheques to the employee's bank account, in accordance with Schedule "A" attached hereto and forming part of this Agreement.

17.02 New Positions

The rate of pay for new positions coming within the bargaining unit shall be a matter for mutual agreement of the Board and the Union and shall be paid effective the date the position is first filled. Such position and rate of pay shall be deemed to be part of Schedule "A".

17.03 Higher Classifications

Any employee required to fill the position of a higher classification calling for a higher rate of pay shall receive the higher rate immediately from the time he/she assumes the higher classification.

17.04 Exhumations

- (a) Employees employed on exhumations of a full casket interment lot (grave or mausoleum) where the human remains interred therein are removed from the lot shall be paid at double the regular rate, plus one hundred dollars (\$100.00) when so employed. Time shall be calculated from the opening of the lot from which the remains are to be removed and shall include the removal of the remains from the original grave. Where there is to be reinterment in the Burial Park the time shall also include the transfer of the remains from the grave to the new grave and the closing of the new grave.
- (b) Employees employed to replace a collapsed liner or vault lid for an existing full casket interment or who are required to open the sealed portion of an occupied mausoleum crypt for any purpose shall be paid at double the regular rates plus thirty-five dollars (\$35.00).

17.05 Dirty Work Premium

Employees working in excavations with water or with soil containing water from another grave site, or while pumping water from an excavation site, cleaning up body fluids or opening a retort before full cremation shall be paid a premium of ten dollars (\$10.00) per occasion for performing such work excluding exhumations.

A premium for opening a gas fired retort before full cremation shall not normally be paid.

Employees repairing or working on septic systems shall be paid a premium of *ten dollars (\$10.00)* per hour or portion thereof.

17.06 Compensation Pay

Any employee who has two (2) or more years continuous service and who suffers injury on the job which is covered by Workers' Compensation, will receive the difference between his/her compensation pay and his/her regular pay for a period not exceeding the unused accrued sick leave standing to the credit of such employee. In such cases the compensation payable to the employee will be paid to the Board and the employee in turn will receive his/her regular salary or wages from the Board. In cases where an employee does not have accrued sick leave up to one (1) month, the Board will make up the difference between regular pay and compensation pay for a period of one (1) month. An employee with one (1) year or more service who is injured on the job and is not off work long enough to receive compensation, may count this time off work as sick leave, provided he/she has sufficient unused sick leave to his/her credit for this purpose.

17.07 Service Pay

All regular employees who have completed five (5) years continuous service with the Board shall receive as part of their regular, bi-weekly payment of salaries service pay at the rate of three dollars and fifty cents (\$3.50) and on completion of each additional five (5) years of service an additional three dollars and fifty cents (\$3.50) per bi-weekly pay.

17.08 Retirement Bonus

Upon being superannuated, at minimum age fifty-five (55), an employee shall receive a bonus of two (2) days regular pay for each year of service.

17.09 Pesticide Premium

An employee operating pesticide spraying equipment shall be paid a premium of *five dollars (\$5.00)* per hour while so employed.

17.10 Death Benefits

The Board agrees to pay to the estate of a deceased employee an amount equal to one (1) month of the employee's regular earnings.

17.11 Trade Differential

The Board agrees to pay a trade differential to an employee who on occasion performs mechanical, electrical, retort brickwork, computer hardware/software repair or welding work that may otherwise have been required to be performed by an outside service provider and that such work can be demonstrated to be additional to their regular duties. An additional three dollars and fifty cents (\$3.50) per hour shall be paid while performing such work.

17.12 Personal Vehicle

No employee shall be required to use their personal vehicle to carry out the business of the Board. However, when an employee consents to occasionally use their personal vehicle, they shall be reimbursed costs at the rate of *fifty-eight cents (\$0.58)* per kilometre.

ARTICLE 18 JOB CLASSIFICATION AND RECLASSIFICATION

18.01 Board Authority

The management and the operation of and the direction and promotion of the employee work force is vested exclusively with the Board.

The Board retains the sole authority to decide how to manage and deploy their employees including but not limited to the absolute right to establish job descriptions, decide whether to declare a vacancy, appoint employee's to a position, reassign existing employees or hire new employees.

18.02 Establish Job Descriptions

The Board shall establish and maintain job descriptions as they deem appropriate for all positions for which the Union is the bargaining agent and these shall be the accepted job descriptions of the Burial Park. A copy of these job descriptions shall be provided to the Union.

18.03 New Positions

When the Board creates a new bargaining unit position the Board shall set the rate of pay for the position, and the Union may, subject to the Union's right to grieve, request to have the new job description and/or rate of pay determined by negotiation and mutual agreement between the parties.

18.04 Position Re-Evaluation

In the event the duties and responsibilities of an existing position change substantially and sufficiently enough to warrant a revision and change in a rate of pay upward, a revised job description shall be prepared by the Board and provided to the Union. Within thirty (30) days of receipt of the revised job description the Union may, subject to the Union's right to grieve, request to have the job description and/or rate of pay revision determined by negotiation and mutual agreement between the parties.

ARTICLE 19 EMPLOYEE BENEFIT PLANS

19.01 Benefit Plans

- (a) The benefit plans are the Medical Services Plan (MSP), extended health, dental and basic group life insurance through the Capital Area Benefit Trust (CABT);
- (b) The premiums of the benefit plans shall be paid by the Board;

- (c) Only Regular employees are entitled to participate in the Employee Benefit Plans.

Benefit Improvements Effective January 1, 2012;

Hearing Aids; the maximum shall be increased to three thousand dollars (\$3000.00) every five (5) years.

Eye Examinations; for each regular employee and dependants shall be increased to one hundred dollars (\$100.00) every two years.

Dental Plan; Plan A Restorative Services will be amended to include composite (white fillings) on all teeth.

Group Life Insurance; the basic life insurance coverage amount shall be amended to three (3x) such employee's annual salary, rounded upwards to the next higher thousand.

19.02 Municipal Pension Plan

- (a) All newly hired employees shall participate under the Municipal Pension Plan, subject to the terms and conditions of such Plan, from their initial date of hire.
- (b) 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.
- (c) Auxiliary employees, who become eligible subject to the terms and conditions of the Pension Benefits Standards Act, may participate in the Plan.
- (d) An employee who applied to purchase prior to April 1, 2007 from the Municipal Pension Plan the time served by the employee in a probationary period with their current employer (which had not before been considered as pensionable service) shall be reimbursed fifty percent (50%) of the purchase cost by their employer upon the employee producing the receipt and provided the employee has reached the minimum retirement age.

19.03 Benefits While on Layoff

For the first three (3) calendar months following a layoff, the Board agrees to continue paying its share of the employee's premiums for the benefits. The first month is the month in which the layoff occurs. Following the three (3) month period the employee may continue benefits by arranging to pay one hundred percent (100%) of the premiums to the Board.

19.04 Long Term Disability Plan

- (a) The Board 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 Board effective January 1, 1987, which Trust Agreement may be amended from time to time by the Trustees.
- (b) All regular employees shall participate in this LTD Plan as a condition of continued employment. The required contributions for this coverage shall be as determined and amended from time to time by the Trustees and shall be shared equally by each employee through payroll deduction and the Board (fifty percent (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.
- (c) The terms and conditions of this LTD Plan shall be as determined and amended from time to time by the Trustees, but in no event shall these benefits provide for other than the following, provided such benefits can be maintained for the total cost of three percent (3%) of payroll:
 - 1. A benefit level of seventy percent (70%) of the disabled employee's regular monthly earnings in effect on the date of disability, reduced by certain amounts received by and payable to the employee from other sources during the period of disability.
 - 2. 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.

3. A seventeen (17) week qualification period from the date of disability during which no benefit is payable under the Plan.
- (d) All claims for LTD coverage shall be adjudicated and administered by a carrier selected for such purposes by the Trustees. The terms of the Trust Agreement and Plan Documents as applicable shall apply to all matters not specifically addressed in this Article. Should a conflict arise between this Article and any of the above documents, this Article shall always apply.
- (e) Benefits While on Long Term Disability:
1. 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 Board, 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.
 2. For recipients on Long Term Disability benefits the above plans shall remain for the qualification period and the first two (2) years while on long term disability after which the access to such benefits ceases unless the long term disability recipient opts to continue benefit coverage by assuming the full premium costs of such benefits.
 3. Seniority shall continue to accrue while on Long Term Disability.
 4. 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.

19.05 Same Sex Relationships

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

19.06 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. The Employer shall advise the survivor of this benefit.

ARTICLE 20 SAFETY AND HEALTH

20.01 Safety Committee

- (a) A safety committee composed of three (3) bargaining unit members, shall be recognized as such by the Board and any of them shall be authorized to meet with the manager at any mutually agreed time on any matters relating to safety on the job.
- (b) The parties agree to participate in an Occupational Health and Safety Committee per the WCB Regulations.

20.02 Cancer Prevention

The Board agrees to provide SPF30 sunscreen lotion protection for employees working outside.

ARTICLE 21 JOB SECURITY

21.01 Contracting Out

- (a) All subcontractors of the Board shall provide wages which are at least equal to those specified in this Agreement when work of a similar or same nature is performed.
- (b) Any work or services presently performed by regular employees shall not be contracted out if it results in the layoff of regular employees, or failure of recall to their classification.

ARTICLE 22 UNIFORM AND CLOTHING ALLOWANCE

22.01 Exhumation Clothing

The Board of Cemetery Trustees agree to provide gloves and disposable clothing for employees performing an exhumation, except in the exhumation of cremated remains.

22.02 Rain Gear

Regular employees assigned to work outdoors shall be provided *in October of each year* with rainwear consisting of one (1) rain jacket, one (1) pair of rain pants and one (1) pair of safety-toe rubber boots (laced or pull-on) at the Board's expense.

For Temporary/Seasonal /*Auxiliary* employees assigned to work outdoors the Board will pay fifty percent (50%) of the *allotment* for the aforementioned items of rain gear as needed.

The Board retains the sole authority to establish how this replacement program is administered and to establish the style, colour, type and price of rain gear to be provided under this benefit.

Rain gear provided under this benefit is and shall remain the property of the Board and will be used only for the performance of an employee's position.

22.03 Crematorium Operator's Coveralls

The Board agrees to provide for the cleaning and supply of these coveralls.

22.04 Safety Footwear Allowance

Employees who have completed their probationary period shall receive an annual payment of *one hundred and fifty dollars (\$150.00)* towards the purchase of footwear required by the Workers' Compensation Board Regulations.

22.05 Clothing Allowance

Regular employees who are employed as office workers shall be entitled, following completion of their probationary period, to an equivalent dollar value as outlined in Article 22.02 Rain Gear and 22.04 Safety Footwear Allowance, for the purposes of an annual clothing, footwear and cleaning allowance. Such payment shall be made to an employee in January of each year.

ARTICLE 23 HUMAN RIGHTS

23.01 Discrimination

- (a) 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.
- (b) 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 justifications to those matters as expressed in the Human Rights Code.

23.02 Sexual Harassment

- (a) The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment and agree to cooperate in attempting to resolve, in a confidential manner, all complaints of sexual harassment which may arise in the work place.
- (b) Cases of sexual harassment shall be considered as discrimination and, if not resolved on a confidential basis 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.
- (c) 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:

1. 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.
2. Sexual solicitation or advance or inappropriate touching and sexual assault.
3. 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.

23.03 Personal Harassment

- (a) 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.
- (b) For the purposes of this Article:
 - 1. Personal harassment is generally a pattern of behaviour consisting of offensive comments, bullying or actions that serve to demean, belittle or intimidate an employee(s) or cause personal humiliation;
 - 2. Personal harassment may include conduct related to unlawful discrimination under the Human Rights Code;
 - 3. Personal harassment does not include reasonable management activities to direct and manage the work force, including counselling, performance management and corrective discipline.
- (c) Cases of personal harassment shall, if not resolved be eligible to be processed as a grievance.

ARTICLE 24 GENERAL CONDITIONS

24.01 Washing Facilities

Reasonable washing facilities with hot water shall be provided for the use of employees.

ARTICLE 25 COPIES OF AGREEMENT

25.01 Copy of Agreement

The cost of printing the Agreement shall be shared equally by the Board and the Union.

ARTICLE 26 TERM OF AGREEMENT

26.01 Duration

This Agreement shall be deemed to relate back to and shall take effect from the 1st day of January 2019 and shall continue in full force and effect until the 31st day of December 2022 and thereafter from year to year unless and until the same shall have been duly determined by notice in writing and in accordance with the Statutes of the Province of British Columbia.

26.02 Section 50

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

26.03 Retroactivity

All revisions to the Collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized officers on this _____ day of _____ 2019.

**SIGNED ON BEHALF OF THE
BOARD OF CEMETERY TRUSTEES
OF GREATER VICTORIA**

**SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL NO. 50**

Chair

President, CUPE Local 50

Secretary-Treasurer

Vice President, CUPE Local 50

Executive Member, CUPE Local 50
Royal Oak Burial Park

/l/cope 491

SCHEDULE "A"

**BOARD OF CEMETERY TRUSTEES
OF GREATER VICTORIA**

and the

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

HOURLY WAGE RATES 2019-2022

PAY GRADE	POSITION	JAN. 1, 2018	JAN. 1, 2019	JAN. 1, 2020	JAN. 1, 2021	JAN. 1, 2022
		2.00%	2.00%	2.00%	2.25%	2.5%
1	<i>Director of Grounds Operations</i>	40.27	41.08	41.90	42.84	43.91
2	<i>Lead Hand</i>	34.08	34.76	35.46	36.26	37.17
3	<i>Accounting, Records & Family Service Officer</i>	32.68	33.33	34.00	34.76	35.63
4	<i>Family Service Counsellor</i>	30.56	31.17	31.79	32.51	33.32
	<i>Family Service Administrative Support Officer</i>	30.56	31.17	31.79	32.51	33.32
	<i>Cremationist</i>	30.56	31.17	31.79	32.51	33.32
5	<i>Heavy Duty Equipment Operator Stonemason Lead Gardener</i>	30.20	30.80	31.42	32.13	32.77
6	<i>Cemetery Grounds Person</i>	28.47	29.04	29.62	30.29	31.05
7	<i>Seasonal Cemetery Grounds Person</i>	26.73	27.26	27.81	28.44	29.15
	<i>Probationary Cemetery Grounds Person</i>	26.73	27.26	27.81	28.44	29.15
	<i>Auxiliary Employee</i>	26.73	27.26	27.81	28.44	29.15

BI-WEEKLY RELIEF RATES

Relief Lead Hand	\$50.00
Relief Heavy Duty Equipment Operator	\$50.00
Relief Cremationist	\$50.00
Relief Stonemason	\$50.00

LETTER OF UNDERSTANDING # 1

between the

**BOARD OF CEMETERY TRUSTEES
OF GREATER VICTORIA**

and the

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

Re: Amendments and Deletions

IT IS AGREED BETWEEN THE PARTIES that amendments and deletions to Articles 11.05 and 11.07 of the 1984-85 contractual agreement between the parties and relating to cash payout of accumulated sick leave as of December 31st, 1984 shall be considered as final and no further reference thereto shall be contained in the body of the Collective Agreement.

IT IS ALSO AGREED BETWEEN THE PARTIES that this Letter of Understanding shall be attached to and form part of the Collective Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this _____ day of _____ in the year 2019, in the Municipality of Saanich, Province of British Columbia.

FOR THE BOARD

FOR THE UNION

Chair

President, CUPE Local 50

Secretary-Treasurer

Vice-President, CUPE Local 50

Executive Member, CUPE Local 50
Royal Oak Burial Park

LETTER OF UNDERSTANDING # 2

between the

**BOARD OF CEMETERY TRUSTEES
OF GREATER VICTORIA**

and the

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

Re: Saturday Staffing Level

Notwithstanding the fact that the standard workweek is Monday to Friday, the Board may, where a request from a client is for a Saturday interment or cremation service, schedule sufficient staff for the purposes of providing such service. The *Lead Hand* and the *Manager or the Executive Director* shall mutually agree upon the Saturday staffing level. Employees who work such Saturday shall be paid:

For ash interments or chapel services, a minimum of two (2) hours at double the regular rate of pay and double the regular rate of pay for each additional hour or portion thereof.

For casket or other interments or cremations a minimum of *four (4)* hours of double the regular rate of pay and double the regular rates for each additional hour or portion thereof.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this _____ day of _____ in the year 2019, in the Municipality of Saanich, Province of British Columbia.

FOR THE BOARD

FOR THE UNION

Chair

President, CUPE Local 50

Secretary-Treasurer

Vice-President, CUPE Local 50

Executive Member, CUPE Local 50
Royal Oak Burial Park

LETTER OF UNDERSTANDING # 3

between the

BOARD OF CEMETERY TRUSTEES OF GREATER VICTORIA

and the

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 50

Re: Cost of Living Allowance

The Employer and the Union agree that the hourly wage rates set out in Schedule "A" of the current collective agreement shall be improved, if applicable, effective January 1, 2020 in accordance with the following:

1. The Consumer Price Indices to be utilized shall be those published by Statistics Canada affecting Victoria with the 2002 base of one hundred 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 the calendar year of 2022 (*being two and a half percent (2.5%)*).
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).

Effective Year of Increase	CPI Year and Annual Percentage Increase (trigger)	Maximum COLA Wage Increase Allowed (cap)
2022	2021 2.5%	0.5 percent

4. The matrix below shall illustrate the effect of COLA and wage increases:

CPI Rate of Change

COLA Entitlement

2.5%	.00%
2.6%	.10%
2.7%	.20%
2.8%	.30%
2.9%	.40%
3.0%	.50%

LETTER OF UNDERSTANDING # 3 (cont'd)

In WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this _____ day of _____ in the year 2019, in the Municipality of Saanich, Province of British Columbia.

FOR THE BOARD

FOR THE UNION

Chair

President, CUPE Local 50

Secretary-Treasurer

Vice-President, CUPE Local 50

Executive Member, CUPE Local 50
Royal Oak Burial Park

LETTER OF UNDERSTANDING # 4

between the

**BOARD OF CEMETERY TRUSTEES
OF GREATER VICTORIA**

and the

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

Re: 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 purchase, 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 time served by the employee in a probationary capacity served with the Employer which has not before been considered as pensionable service. The employee must have a vested interest in the Municipal Pension Plan. Such benefit shall be subject to the following:
 - (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.
 - (b) 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.

LETTER OF UNDERSTANDING # 4 (Cont'd)

2. 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, the 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 _____ day of _____ in the year 2019, in the Municipality of Saanich, Province of British Columbia.

FOR THE BOARD

FOR THE UNION

Chair

President, CUPE Local 50

Secretary-Treasurer

Vice-President, CUPE Local 50

Executive Member, CUPE Local 50
Royal Oak Burial Park

LETTER OF UNDERSTANDING # 5

between

BOARD OF CEMETERY TRUSTEES OF GREATER VICTORIA

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50

Re: Auxiliary Employees

- Auxiliary employee means an employee of the Board that may be employed for short durations to relieve a regular employee who may be absent due to vacation or sick leave.
- Auxiliary employees shall only be employed as grounds persons or a *Family Service Councillor/Family Service Administrative Support Officer*.
- In lieu of benefit plan entitlements, vacation entitlements, statutory holiday pay, sick leave and such benefits, an auxiliary employee will receive fourteen percent (14%) of their gross wage earnings (basic wages plus overtime) paid on every cheque. *Effective January 1, 2020 in lieu of benefit plan entitlements, vacation entitlements, statutory holiday pay, sick leave and such benefits, an auxiliary employee will receive fifteen percent (15%) of their gross wage earnings (basic wages plus overtime) paid on every cheque.*
- Employment of auxiliary employees on the “spare board” shall be based on the principle of an auxiliary employee (on the “spare board” 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 spare board shall be subject to employment according to this principle. The number of auxiliary employees on the “spare board” list shall be limited to two (2).
- 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.
- Auxiliary hours shall be converted to regular seniority should the employee become a regular employee.

LETTER OF UNDERSTANDING # 5 (cont'd)

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this _____ day of _____ in the year 2019, in the Municipality of Saanich, Province of British Columbia.

FOR THE BOARD

FOR THE UNION

Chair

President, CUPE Local 50

Secretary-Treasurer

Vice-President, CUPE Local 50

Executive Member, CUPE Local 50
Royal Oak Burial Park

LETTER OF UNDERSTANDING # 6

between

**BOARD OF CEMETERY TRUSTEES
OF GREATER VICTORIA**

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50

RE: Re-Opening of Article 10.02

Subject to mutual agreement between the parties, Article 10.02 of this collective agreement may be opened for negotiations in order to maintain the current service standards should current service volumes increase by a significant amount.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this _____ day of _____ in the year 2019, in the Municipality of Saanich, Province of British Columbia.

FOR THE BOARD

FOR THE UNION

Chair

President, CUPE Local 50

Secretary-Treasurer

Vice-President, CUPE Local 50

Executive Member, CUPE Local 50
Royal Oak Burial Park

LETTER OF UNDERSTANDING #7

between

**BOARD OF CEMETERY TRUSTEES
OF GREATER VICTORIA**

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 50

Re: Tuesday to Saturday Voluntary Shift

The parties agree, effective January 1, 2016 and going forward for the term of this agreement, the Board may post an “expression of interest” for one (1) inside employee and one (1) outside employee to, on a voluntary basis, change their standard work week to Tuesday to Saturday. In the event that multiple workers express an interest for one of these voluntary shifts the most senior qualified employee who has volunteered shall be appointed to the shift.

As a part of the Tuesday to Saturday work week, the hours of work for the employee – inside and/or outside – working on the Saturday shall be six (5.5) hours of work within a (6) hour period between the hours of 9:00 a.m. and 3:00 p.m. on the same day, with one-half (1/2) hour for a meal break. The meal break for Saturday works may be staggered when operationally required.

Notwithstanding, that the employee, as part of a Tuesday to Saturday work week will work a reduced number of hours on the Saturday the employee shall be paid an amount equal to their hours on a Tuesday to Friday standard work day.

This Understanding for the Tuesday to Saturday Voluntary shift shall only be in effect by mutual agreement by the parties where either party, on provision of sixty (60) days written notice, may withdraw their agreement with this understanding.

LETTER OF UNDERSTANDING # 7 (cont'd)

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed on this _____ day of _____ 2019, in the Municipality of Saanich, Province of British Columbia.

FOR THE BOARD

FOR THE UNION

Chair

President, CUPE Local 50

Secretary-Treasurer

Vice-President, CUPE Local 50

Executive Member, CUPE Local 50
Royal Oak Burial Park

/l/c/cope 491