

# Draft Memorandum of Settlement

**Between:**

**Capital Regional District (the ‘CRD’)**

**as represented by the Greater Victoria Labour Relations  
Board (the ‘GVLRA’)**

**-and-**

**Canadian Union of Public Employees, Local 1978 (‘CUPE’)**

**-and-**

**United Steelworkers, Local 1-1937 (the ‘USW’)**

---

**Whereas:**

- A. USW agrees at the behest of a majority of its members to withdraw as bargaining agent for employees who are members of the USW bargaining unit at the CRD Integrated Water Services Watershed Protection (the “USW Bargaining Unit”) and be succeeded by CUPE; and
- B. The CRD and GVLRA support the process and Successorship; and
- C. It is the mutual desire that the CRD, GVLRA, CUPE and USW (the “Parties”) put into place procedures, understandings, and Agreements in connection with the Successorship; and
- D. The Parties signatory agree to recommend to their respective memberships and principles, without reservation, the ratification of the following terms and conditions; and
- E. As such the Parties agree that the following will be included in the Successorship:
  - (1) All work currently being performed exclusively by employees of the CRD represented by the USW in the Watershed Protection Division (the “Division”) shall, effective the date of ratification of all Parties (“ratification”), be work also performed by employees of the CRD represented by CUPE. For the purposes of this Memorandum “the Division” refers only to the positions currently filled by employees represented by the USW Bargaining Unit. There will be no changes to the related working conditions of any existing CUPE members in the Watershed Protection Division as a result of this agreement.

- (2) Work in the Division will continue to be assigned and directed utilizing current procedures, regardless of the fact that some CRD employees are members of the USW Local 1-1937, and some are members of CUPE Local 1978.
- (3) CRD employees represented by the USW shall, within thirty (30) days from the date of ratification, elect or elect not to permanently transfer into the CUPE bargaining unit. Employees who elect to transfer into the CUPE bargaining unit shall not have the right to revoke their decision at some future date. They shall not be entitled to transfer back into the USW bargaining unit, and they agree to relinquish any seniority right claims that they may have under the surviving USW collective Agreement. These employees cease to be members of USW Local 1-1937.
- (4) Employees who elect to transfer into the CUPE bargaining unit shall maintain their existing position(s) but will be compensated and provided with benefits and other rights and privileges as set-out in the CUPE Collective Agreement and within 30 days after ratification, shall not be entitled to any further compensation, benefits, or other entitlements under the USW Collective Agreement.
- (5) CRD employees of the USW bargaining unit who transfer to the CUPE bargaining unit shall be defined as Outside Staff (Article 1.10) and classified as follows:
  - (i) Employees working a regular full-time annual work schedule shall be defined as Regular Full-Time employees (Article 1.03).
  - (ii) Employees working a regular full-time schedule with seasonal layoff/reduction of work shall be defined as Regular Seasonal Employees (Article 1.04).
  - (iii) Watershed Operator 1 Employees shall be defined as Auxiliary Employees (Article 1.08).
  - (iv) Employees serving their Probationary Period shall be defined as a Probationary Employee (Article 1.06).
- (6) Employees of the USW bargaining unit who elect to transfer into the CUPE bargaining unit shall have their seniority dovetailed into the CUPE seniority list. For further clarity, a transferred USW member/employee shall be placed on the CUPE seniority list as the next highest-ranking member above an existing CUPE member when their seniority date is greater than the CUPE members seniority date. Seniority shall be calculated as follows:
  - (i) Regular Full-Time employees shall keep their original date of hire.
  - (ii) Regular Seasonal employees shall have their seniority converted to hours calculated as:
    - (a) The equivalent of full-time hours (2080 annually) for the period while within the USW bargaining unit; and then
    - (b) Further seniority following transfer accumulated based on the provisions of the CRD/CUPE Collective Agreement.
  - (iii) Watershed Operator 1 employees shall have time served as CRD employee converted to hours for the purposes of auxiliary seniority rights.

- (7) In the event of a layoff within the Watershed Protection Division (the “Division”), and where two (2) or more employees hold the same position, which is subject to layoff, the employee with the most junior overall company (CRD) seniority shall be laid off first regardless of whether that employee is within the USW or CUPE bargaining unit, with the applicable layoff and bumping provisions of that collective agreement subsequently applying. Laid-off employees shall not displace other employees outside of the union for which they are certified.
- (8) The parties expressly acknowledge that Employees who transfer to the CUPE bargaining unit are subject to IWA-Forest Industry Pension Plan (the “IWA Pension Plan”) benefit reductions as provided for in the IWA Pension Plan text and determined by the IWA Pension Plan trustees, including without limitation:
  - (i) ceasing to accrue any pension credit under the IWA Pension Plan after transferring to CUPE;
  - (ii) constituting the “Covered Group” under Article 23 of the IWA Pension Plan text for the purpose of calculating IWA Pension Plan benefit reductions;
  - (iii) being subject to reductions of their IWA Pension Plan benefits as provided for in Article 23 the IWA Pension Plan text; and
  - (iv) loss of accumulated excess hours.
- (9) CRD employees represented by the USW who do not elect to transfer into the CUPE bargaining unit shall maintain their existing position(s) by being grandparented in those positions subject to the terms of the collective Agreement between USW Local 1-1937 and the CRD and by law. They shall thereafter continue to be compensated and provided with benefits and other rights as currently enjoyed as per the collective Agreement between USW Local 1-1937 and the CRD and any amendment thereto.
- (10) Notwithstanding no.9 above, the GVLRA/CRD and USW agree to amend the compensation provisions in Supplement No.1 to be the equivalent as are paid in the CRD/CUPE Local 1978 Agreement.
- (11) For the purposes of pay, the CRD shall evaluate and rate all jobs covered by both the CUPE Collective Agreement and the USW Collective Agreement as new positions, using the Gender-Neutral Weighted Point Job Evaluation Plan of the CRD/CUPE Local 1978 Collective Agreement (Article 27.06), and in accordance with the provisions of CRD/CUPE Local 1978 Collective Agreement Article 27.02(ii). Positions will be evaluated by the Employer within three (3) months of ratification, and effective the first day of the month following the date of ratification.
- (12) An employee whose position is compensated at a reduced rate based on the CRD/CUPE Local 1978 pay schedule than what it was previously within the CRD/USW Local 1-1937 pay schedule, such employee shall be grandparented at their rate of pay at the date of ratification while they remain in the position and shall receive all negotiated wage increases applicable under the applicable collective Agreement.

- (13) On completion of a rollover agreement between USW and the CRD prior to ratification of this Memorandum of Settlement and, within sixty (60) days of ratification, Employees of the USW bargaining unit, whether transferring or remaining, shall receive retro-active wage adjustments based on the percentage increases received under the CRD/CUPE Local 1978 Collective Agreement as follows:
- (i) January 1, 2020: 2.0%
  - (ii) January 1, 2021: 2.0%
- (14) The GVLRA/CRD and USW agree to amend the following provisions as may be currently outlined in the CRD/USW Local 1-1937 Collective Agreement, and in their place establish those in the CRD/CUPE 1978 Agreement.
- (i) Hours of Work (Article 12), and as required of a Continuous Operation (as seen in Article 1.12 and 12.04 of the current CUPE collective agreement and as referenced in Part 21 (i) of this Agreement.) Notwithstanding, the established workweek, workday, and working hours of existing staff in their current roles at the date of ratification shall not be amended without the Parties otherwise agreeing in writing.
  - (ii) Overtime (Article 13) (for clarity this includes compensation for overtime hours worked in excess of an eight (8) hour workday, a forty (40) hour workweek, and on statutory holidays; Time-off in Lieu of Overtime, inclusive of Letter of Understanding #8; Call-Out; and Standby).
  - (iii) Shift Differential (Article 14).
  - (iv) Statutory Holidays (Article 18).
  - (v) Effect of Absence on Sick Leave, Vacations and Statutory Holidays (Article 20).
  - (vi) Bereavement Leave/Compassionate Leave (Article 21).
  - (vii) Jury or Court Witness Duty (Article 22).
  - (viii) Maternity and Parental Leave (Article 25).
  - (ix) Contracting Out (Article 36).
- (15) Years of service as a CRD employee shall be credited for Vacation Leave and Sick Leave entitlements. Unused earned vacation leave, sick leave, and Personal Emergency and Family Leave (PEFL) shall be ported for those employees who transfer bargaining units.
- (16) USW members shall not be disciplined for refusing to cross a legal CUPE picket line within the operation. USW shall be entitled to continue to represent remaining CRD employees within the USW bargaining as outlined in the Labour Relations Code. Group or Policy grievances filed by either USW or CUPE members which involve both USW and CUPE members, shall be the responsibility of CUPE to process.
- (17) Any outstanding grievances between the USW and CRD shall be resolved by the CRD and USW as a condition of ratification.

- (18) At the point in time where there are no USW members employed by the CRD in context of this agreement, USW will move forward under the Labour Relations Code to cancel their certification pursuant to operations within the CRD (see 20 below).
- (19) It is agreed any improvements negotiated by or provided to CUPE Local 1978 members including but not limited to any across the board wage, percentage or lump sum increases, wage adjustments for same or similar jobs, new or existing premium increases, vacation and statutory holiday increases, will be also provided to the USW members; with the exception of Health and Welfare Benefits, Long Term Disability Benefits and IWA-Forest Industry Pension Plan Benefits which will remain covered under the USW collective Agreement.
- (20) The USW agrees that any newly hired bargaining unit employee in the Watershed Protection Division shall be a member of CUPE, be that through the creation of new bargaining unit job roles or through attrition of USW members/employees. Further, the USW agrees that once there are no members/employees left in the bargaining unit through attrition due to disability of more than two (2) years, death, retirement, employees quitting or by termination of employment of any kind, USW agrees to make a joint application with the CRD/GVLRA to the British Columbia Labour Relations Board (the 'Board') to relinquish its existing bargaining rights for the CRD bargaining unit it represents, and recognize CUPE as the sole bargaining agent for the work. CUPE agrees not to oppose the application.
- (21) The CRD/GVLRA and CUPE agree the following will form part of the CRD/CUPE Local 1978 Collective Agreement and be specific to work of the Division:
- (i) The Division is recognized as a Continuous Operation pursuant to Article 1.12 and 12.04 in the CUPE collective agreement. Notwithstanding, the established workweek, workday, and working hours of existing staff in their current roles at the date of ratification shall not be amended without the Parties otherwise agreeing in writing.
  - (ii) The Falling and Bucking wage rates of Supplement No.1 Grade 15 of the CRD/USW Collective Agreement, with applicable terms and conditions set out in Article XI Section 2, as of date of ratification. It is understood that Falling and Bucking wage rates are specific and unique rates of pay, with unique terms and conditions, and are excluded from the provisions of Article 27.02-27.06 of the CRD/CUPE 1978 Collective Agreement.
  - (iii) The Firefighting provisions of Article XXIII of the CRD/USW Collective Agreement, amended to references of the CRD/CUPE Collective Agreement as follows:
    - (a) An employee assigned to firefighting duties shall be paid their regular (posted) rate of pay.
    - (b) An employee required to work overtime on a firefighting assignment shall be paid the appropriate overtime rate as set out in Article 13.01 of the CRD/CUPE Collective Agreement.
    - (c) Ministry of Forest, Lands and Natural Resource Operations Fire Suppression: Notwithstanding the foregoing and in the event the Ministry of Forest, Lands

and Natural Resource Operations Fire Suppression directs employees of the Capital Regional District to fight fires pursuant to the CRD/MOFLNRO Wildfire Resource Agreement, then employees shall be paid at the rates of pay established in the CRD/MOFLNRO Wildfire Resource Agreement.

- (iv) Amend Article 15.05 First Aid Allowance to include a valid Level 3 Occupational First Aid Certificate at seventy dollars (\$70.00) biweekly.
- (v) Appendix C, Article 8.01 of the CRD/CUPE agreement no longer applies.
- (vi) The caulk boot provisions of Article XXII (d) Safety Equipment of the CRD/USW Collective Agreement.
- (vii) The Watershed Operators series as a Letter of Understanding as follows:

# LETTER OF UNDERSTANDING #\_\_

**BETWEEN:**

**THE CAPITAL REGIONAL DISTRICT**  
**(hereinafter referred to as the “Employer”)**

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1978**  
**(hereinafter referred to as the “Union”)**

## **Watershed Operator Program – Integrated Water Services**

The Parties agree 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.

**A. Purpose**

1. The purpose of this Letter of Understanding is to outline the Watershed Operator (WO) Program with Integrated Water Services.
2. Where a conflict arises between this Letter of Understanding and the Collective Agreement, the terms of this Letter of Understanding shall apply, unless the Parties mutually agree otherwise.

**B. Positions Affected**

The Parties agree that the Watershed Operator (WO) Program covers employees working in the Watershed Protection Division of Integrated Water Services.

**C. Program Principles**

1. Watershed Operator 1

WO1: The Watershed Operator 1 is an entry level position filled by an employee with less than one-year full-time equivalent (2080 hours) straight time hours. Employees upon

completion of one (1) year, full-time equivalent, CRD WO1 experience and a satisfactory work record will progress to WO2 classification.

## 2. Watershed Operator 2

WO2: Progression to WO2 is based on a minimum of one (1) year, full-time equivalent, CRD WO1 experience plus a satisfactory work record. The Employer shall consult with the Union should an employee's (WO1) advancement to WO2 be withheld. A WO2 employee shall participate in the required training programs set by the Employer. Employees with two (2) years, full-time equivalent, CRD WO2 experience and a satisfactory work record will progress to WO3 Classification.

## 3. Watershed Operator 3

WO3: Progression to WO3 is based on a minimum of two (2) years, full-time equivalent, CRD WO2 experience plus a satisfactory work record. The Employer shall consult with the Union should an employee's (WO2) advancement to WO3 be withheld. To be eligible for advance to a WO3 position, an employee must have successfully completed the required training provided by the Employer.

## D. Recruitment

Notwithstanding any of the foregoing it is understood that the Employer reserves the right to post a regular position and recruit at the Watershed Operator 2 or Watershed Operator 3 level to meet operational requirements as deemed necessary.



(22) It is understood that where a clause specifically speaks to the CRD or its officers, the USW or its members, or CUPE and its members, only those respective parties have the authority to bind their principles.

IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Settlement to be executed this \_\_\_ day of \_\_\_\_\_ in the year 2022, in the City of Victoria, Province of BC.

**FOR THE EMPLOYER**

\_\_\_\_\_  
GVLRA

\_\_\_\_\_  
CAPITAL REGIONAL DISTRICT

**FOR CUPE LOCAL 1978**

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
CHAIR

**FOR USW LOCAL 1-1937**

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
CHAIR