

2017 - 2020

COLLECTIVE AGREEMENT

between the

**VANCOUVER MUSEUM SOCIETY**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 15 - VMECW**

(Vancouver Municipal, Education, and Community Workers)

2017 - 2020  
 COLLECTIVE AGREEMENT  
 between the  
VANCOUVER MUSEUM SOCIETY  
 and the  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 15 - VMCEW

INDEX

<u>CLAUSE</u>		<u>PAGE</u>
1.	<u>DEFINITIONS</u> .....	1
2.	<u>TERM OF THE AGREEMENT</u> .....	2
3.	<u>UNION SECURITY</u> .....	2
4.	<u>RIGHTS OF MANAGEMENT</u> .....	3
5.	<u>REMUNERATION</u> .....	3
	5.1 Salary Schedule .....	3
	5.2 Shift Differential .....	3
	5.3 Hiring Above First Step in the Salary Range .....	4
	5.4 Effective Date for Individual Adjustments .....	4
	5.5 Derivation of Bi-weekly and Monthly Rates.....	4
	5.6 Benefits of Regular Part-Time, Temporary Part-Time, and Auxiliary Employees .....	4
	5.7 Premium Pay for Fluency in a Second Language.....	4
	5.8 First Aid Premiums .....	4
	5.9 Pay for Overnight Camps.....	5
6.	<u>PAY FOR ACTING IN A SENIOR CAPACITY</u> .....	5
7.	<u>MILEAGE</u> .....	6
8.	<u>OVERTIME, CALLOUT, AND MEAL PERIODS</u> .....	6
	8.1 Overtime.....	6
	8.2 Callout .....	7
	8.3 Meal Periods.....	8
	8.4 Overtime and Callout – Cost Recovery.....	9
9.	<u>VACATIONS AND PUBLIC HOLIDAYS</u> .....	9
	9.1 Vacations .....	9
	9.2 Public Holidays .....	10
10.	<u>EMPLOYEE BENEFITS</u> .....	12
	10.1 Benefit Administration .....	12

INDEX (cont'd)

<u>CLAUSE</u>		<u>PAGE</u>
10.	<u>EMPLOYEE BENEFITS (cont'd)</u>	
10.2	Medical Services Plan .....	12
10.3	Extended Health Care Plan.....	13
10.4	Group Life Insurance .....	13
10.5	Optional Group Life Insurance .....	14
10.6	Dental Services Plan .....	14
10.7	Same Sex Benefits .....	14
10.8	Sick Leave and Personal Leave .....	15
10.9	Regular Part-Time and Temporary Part-Time Benefits or Percentage in Lieu .....	17
10.10	Vancouver Employees' Savings Plan .....	19
10.11	Bereavement Leave.....	19
10.12	Maternity and Parental Leave.....	19
10.13	General Leaves of Absence .....	21
10.14	Court Attendance and Jury Duty.....	22
10.15	Resignation and Re-employment.....	23
10.16	Municipal Pension Plan .....	23
11.	<u>WORKING CONDITIONS.....</u>	23
11.1	Work Week.....	23
11.2	Daily Guarantee.....	24
11.3	Posting Positions and Filling Vacancies .....	24
11.4	Promotions, Transfers, and Demotions .....	25
11.5	Probationary Period .....	26
11.6	Layoffs and Bumping .....	27
11.7	Recall .....	28
11.8	Changes Affecting the Agreement .....	29
11.9	Directives Interpreting the Agreement .....	29
11.10	Personnel Records.....	29
11.11	Shop Stewards List .....	29
11.12	Disabled Workers .....	29
11.13	Occupational Health and Safety.....	30
11.14	Discrimination.....	30
12.	<u>ABSENCE FROM DUTY OF UNION OFFICIALS .....</u>	30
13.	<u>GRIEVANCE PROCEDURE .....</u>	31
13.1	Grievances.....	31
13.2	Policy Grievance .....	32
13.3	Arbitration.....	32
13.4	Dismissal and Suspension.....	32
14.	<u>RECLASSIFICATION PROCEDURE .....</u>	33
14.1	Definitions .....	33
14.2	Procedure .....	33

INDEX (cont'd)

<u>CLAUSE</u>		<u>PAGE</u>
14.	<u>RECLASSIFICATION PROCEDURE (cont'd)</u>	
14.3	Dispute Resolution .....	34
14.4	Retroactive Adjustments.....	34
15.	<u>EMPLOYMENT EQUITY</u> .....	35
16.	<u>AGREEMENT AS TO CONDITIONS NOT MENTIONED</u> .....	35
17.	<u>HUMAN RIGHTS</u> .....	35
18.	<u>HARASSMENT</u> .....	36
19.	<u>JOINT CONSULTATION COMMITTEE</u> .....	36
20.	<u>SCHEDULES</u> .....	36

SCHEDULES

<u>SCHEDULE "A"</u>	Classifications .....	38
	Pay Plan: 2017 January 01 – 2017 December 31.....	39
	2018 January 01 – 2018 August 31 .....	40
	2018 September 01 – 2018 December 31 .....	41
	2019 January 01 – 2019 December 31 .....	42
	2020 January 01 – 2020 December 31 .....	43
<u>SCHEDULE "B"</u>	Part A.....	44
	Part B .....	44
<u>SCHEDULE "C"</u>	Employment Standards Act Principles .....	47
<u>LETTER OF UNDERSTANDING</u>	Flexible Work Month .....	48
<u>LETTER OF UNDERSTANDING</u>	Employment Opportunities .....	51
<u>LETTER OF UNDERSTANDING</u>	Daily Guarantee .....	53
<u>LETTER OF UNDERSTANDING</u>	Schedule "B" - Overtime .....	54
<u>LETTER OF UNDERSTANDING</u>	Job Sharing.....	55

THIS AGREEMENT made and entered into as of 20 April 2018

BETWEEN:

**VANCOUVER MUSEUM SOCIETY**

(hereinafter called "the Employer")

OF THE FIRST PART

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 15 - VMCEW**

(Vancouver Municipal, Education and Community Workers)

(hereinafter called "the Union")

OF THE SECOND PART

WHEREAS:

- A. The Employer is an employer within the meaning of the *Labour Relations Code of B.C.*;
- B. The Union is the bargaining agent for the employees at 1100 Chestnut Street, Vancouver, B.C., except employees in the Gift Shop and Membership office.

THIS AGREEMENT shall constitute the wages and working conditions for the employees so certified.

1. **DEFINITIONS**

The following terms defined in this clause unless otherwise specifically provided herein, shall have for the purposes of this Agreement the meanings hereinafter specified and replace all existing definitions:

- (a) "Regular Full-Time Employee" means an employee who is employed on a full-time basis for thirty-five (35), thirty-seven and one-half (37½), forty (40), or such other number of weekly hours as is recognized in this Agreement as normal for a particular class of positions, for an indefinite period of time.
- (b) "Temporary Full-Time Employee" means an employee who is employed on a full-time basis for thirty-five (35), thirty-seven and one-half (37½), forty (40), or such other number of weekly hours as is recognized in this Agreement as normal for a particular class of positions, for a definite and limited period of time (which may be extended or curtailed by circumstances which could not be foreseen at the time of hiring).

- (c) "Regular Part-Time Employee" means an employee who is employed on a regular part-time schedule of weekly hours which are less than the number constituting full-time employment for a particular class of positions, for an indefinite period of time.
- (d) "Temporary Part-Time Employee" means an employee who is employed on a regular part-time schedule of weekly hours which are less than the number constituting full-time employment for a particular class of positions but greater than or equal to seventeen and one-half hours (17.5), for a definite and limited period of time (which, because of circumstances that could not be foreseen at the time of hiring, may be curtailed with one (1) weeks' notice or extended).
- (e) "Auxiliary Employee" means an employee other than an employee defined in Clauses 1(a), 1(b), 1(c), and 1(d).
- (f) "Bargaining Group" means those employees of the Vancouver Museum Society for whom the Union is the bargaining authority.

## 2. TERM OF THE AGREEMENT

This Agreement shall be for a term of four (4) years with effect from 2017 January 01 to 2020 December 31, both dates inclusive. Should either party at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the *Labour Relations Code*, this Agreement shall continue in full force and effect, and neither party shall make any change or alter the terms of this Agreement until:

- (a) the Union lawfully strikes in accordance with the provisions of the *Labour Relations Code*; or
- (b) the Employer lawfully locks out in accordance with the provisions of the *Labour Relations Code*; or
- (c) the parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement;

whichever occurs first.

It is understood and agreed between the Employer and the Union that the operation of subsections (2) and (3) of Section 50 of the *Labour Relations Code* is hereby excluded from and shall not be applicable to this Agreement.

## 3. UNION SECURITY

All present employees who are now members of the Union shall remain members of the Union. All persons employed on or after 1974 January 01, shall become members of the Union by the pay period immediately following completion of thirty (30) calendar days of employment. All

such employees shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union.

All employees covered by the Union Certificate of Bargaining Authority shall pay a monthly fee to the Union equal to the Union's monthly dues. Such payment to be made by payroll deduction. This deduction shall become effective on the first day of the month coincident with or next following the date of appointment, but the deduction shall be made only if the employee is still in the employ of the Employer on the final day of the first pay period in that month. Deductions shall be made in respect of all subsequent months provided an employee works any part of the month.

#### 4. RIGHTS OF MANAGEMENT

Any rights of management which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this contract, always provided that in the exercise of the aforementioned management rights there shall be no discrimination.

#### 5. REMUNERATION

##### 5.1 Salary Schedule

- (a) The scale of remuneration set out in Schedule "A" shall apply during the term of this Agreement. Any changes in salary rates or the classifications as outlined in Schedule "A" shall not be put into effect until the Union Representative and the Bargaining Committee of the Union have been consulted.
- (b) Where anomalies as submitted during negotiations are not concluded to the satisfaction of both parties, then they will give consideration to the submitting of such anomalies to a Board of Arbitration as constituted under Clause 13.3.

##### 5.2 Shift Differential

Employees in the classes of work for which shift differentials were paid under the Collective Agreement made between the Employer and the Union and dated as of 1979 January 01, and any other positions by mutual agreement of the Employer and the Union, shall be paid a shift differential of sixty cents (\$0.60) per hour for all regular hours worked more than one (1) hour on either side of the normal hours of work as defined in Clause 11.1(b), provided that where the majority of an employee's regular hours of work fall outside the period described above, the shift differential shall apply to the entire shift.

### 5.3 Hiring Above First Step in the Salary Range

If a new employee is hired above the first step in the salary range and the Employer does not wish to adjust the salary for one or more present employees in the class who are in the same department, the Employer will discuss the matter with the Union and, with the Union's consent, such adjustment or adjustments need not be made.

### 5.4 Effective Date for Individual Adjustments

Individual pay adjustments arising from periodic increments, reclassifications, re-evaluations, and promotions shall be effective on the effective date of such change.

### 5.5 Derivation of Bi-weekly and Monthly Rates

The hourly rates set forth in Schedule "A" shall be the basis for application of any general salary increases. The formula for converting the hourly rates to bi-weekly and monthly rates is as follows:

$$\begin{array}{rclcl} \text{hourly} & \times & \text{bi-weekly} & = & \text{bi-weekly rate (taken} \\ \text{rate} & & \text{hours} & & \text{to 2 decimal places)} \\ \\ \frac{\text{bi-weekly rate} \times 26.089}{12} & = & & & \text{monthly rate (taken to} \\ & & & & \text{the nearest dollar)} \end{array}$$

### 5.6 Benefits of Regular Part-Time, Temporary Part-Time, and Auxiliary Employees

Benefits for Regular Part-Time Employees, Temporary Part-Time Employees, and Auxiliary Employees are described in Schedule "B" annexed hereto and Clause 10.9.

### 5.7 Premium Pay for Fluency in a Second Language

Designated employees in positions which the Employer requires the use of a second language, including sign language, shall be paid one (1) Pay Grade in addition to the classified rate for the position except where the class includes a requirement for more than one (1) language.

### 5.8 First Aid Premiums

Effective 2018 April 20

Employees who are required by the Employer to perform first aid duties in addition to their normal duties and who hold a valid WorkSafeBC First Aid Certificate shall be paid a premium in accordance with the certificate required by the Employer as follows:



	<u>Full-Time Employees</u>	<u>Regular Part-Time, Temporary Part-Time &amp; Auxiliary Employees</u>
OFA Level 1	\$20.00 per month	\$0.13 per hour to a maximum of \$20.00 per month
OFA Level 2	\$125.00 per month	\$0.80 per hour to a maximum of \$125.00 per month

The Employer will pay course fees for the OFA Level 1 and/or 2 course for employees who are required to have such certification.

#### 5.9 Pay for Overnight Camps

Employees who are assigned to work at overnight camps will be paid for the work as follows:

- (a) Employees will be paid in accordance with the Collective Agreement for the hours worked between the commencement of their shift and the end of the formal scheduled activities during the evening (the "Evening Session") and for the hours between the commencement of the formal scheduled activities during the morning and the end of the camp (the "Morning Session"). The hours worked during both the Evening Session and Morning Session will be treated as a single shift for purposes of calculating overtime in accordance with the Collective Agreement.
- (b) Employees who are required to be at the worksite for the entire time period between the end of the Evening Session and the start of the Morning Session will be compensated for this time with a lump sum payment of eighty dollars (\$80.00). This time will not be considered time worked for the purposes of calculating overtime or any other payments under the Collective Agreement.
- (c) Employees who are covered by (b) above, and who are required to get up during the night to attend to an issue with an overnight camper will, along with the eighty dollars (\$80.00) set out in 5(9)(b) above, be paid in accordance with the Collective Agreement for the actual time it takes for the employee to attend to the issue with the overnight camper. This time will not be considered for the purpose of calculating overtime or any other payments under the Collective Agreement.

#### 6. PAY FOR ACTING IN A SENIOR CAPACITY

On every occasion that an employee is temporarily required to accept the responsibilities and carry out the duties incident to a position covered by this Agreement which is senior to the position which the employee normally holds, the employee shall be paid for every day that the duties of the senior position are carried out at the minimum rate in the scale for such senior position, except where the salary received in the employee's own position is equal to, or exceeds the minimum of the senior position in which case the next higher rate in the pay range of the senior position shall be paid.

Appointments of employees to a level of higher responsibility must be authorized in writing by the Director or designate.

7. MILEAGE

Transportation for positions requiring the employee to regularly travel on the Employer's business will be paid in the form of B.C. Transit bus fare or mileage allowance or use of an Employer's car as determined by the Employer. An employee who is required to use their own vehicle for the Employer's business shall be reimbursed for all kilometres driven on the Employer's business at the non-taxable rate per kilometre as established and revised from time to time by the Canada Revenue Agency.

8. OVERTIME, CALLOUT, AND MEAL PERIODS

8.1 Overtime

- (a) Every employee who is required to work overtime shall at the time of working such overtime elect whether to be paid for it or receive compensating time off in lieu thereof.
- (b) Regular Full-Time Employees and Temporary Full-Time Employees shall be entitled to overtime compensation for all overtime worked:
  - (i) immediately following the employee's regular shift;
  - (ii) immediately preceding the employee's regular shift consequent upon an oral or written notice given prior to the end of the employee's previous shift;
  - (iii) at any other time than at the times set forth in items (i) or (ii) of this Clause 8.1(b) consequent upon an oral or written notice given prior to the end of the employee's previous shift.
- (c) Regular Full-Time Employees and Temporary Full-Time Employees who elect to be paid for overtime worked shall be paid for the performance of overtime work scheduled by the Employer under Clause 8.1(b) at the following overtime rates:
  - (i) time and one-half (1.5x) the regular rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
  - (ii) double (2x) the regular rate of pay for all overtime in excess of the first two (2) hours thereof worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
  - (iii) double (2x) the regular rate of pay for all overtime worked at any other time than at the times set forth in items (i) or (ii) of this Clause 8.1(c). Employees shall

be paid a minimum of one and one-half (1½) hours at double time (2x) for overtime worked pursuant to this paragraph (c)(iii).

- (d) An employee who elects to receive compensating time off in lieu of being paid for overtime shall be credited with compensating time off equivalent to the number of hours for which the employee would have been paid for the overtime so worked at the rate or rates of pay in effect at the time such overtime was worked. (Such overtime shall be calculated in the manner set forth in Clauses 8.1(b) and 8.1(c).) An employee shall not take any compensating time off without first receiving the approval of the Director or the authorized representative of the Director, provided however that if all of the credited compensating time off has not been used by 31 August of the year next following the year in which the overtime was worked entitling the employee to such compensating time off, or prior to leaving the service of the Employer for any reason (whichever event occurs first), the employee shall be paid in cash for the overtime for which no compensation was received at the rate or rates of pay in effect at the time such overtime was worked.

## 8.2 Callout

The following provisions shall apply to Regular Full-Time Employees and Temporary Full-Time Employees:

- (a) An employee who is called back to work by the Employer at any time after the completion of the regular shift, except where such employee is required to work overtime as a consequence of an oral or written notice given prior to the end of the employee's previous shift as provided in Clause 8.1(b), shall be paid at the rate of double (2x) the regular rate of pay for the time actually worked and in addition thereto the employee shall be paid one (1) hour at double (2x) the regular rate of pay for travelling time to and from home. Except as otherwise provided in Clause 8.2(b), an employee who is called back to work under this Clause 8.2 shall be paid a minimum of three (3) hours (the minimum includes one (1) hour for travelling time) at double (2x) the regular rate of pay.
- (b) If, after a callout, an additional call or calls are made upon the employee before the expiry of the minimum three (3) hour period or before arrival home, whichever shall last occur, the additional call or calls shall not qualify the employee for an additional minimum three (3) hour period or periods but the employee shall be paid at double (2x) the regular rate of pay for the time actually worked and an additional one (1) hour at double (2x) the regular rate of pay for travelling time to and from home. Where two (2) separate calls are completed by an employee within a three (3) hour period the employee shall be paid at double (2x) the regular rate of pay for a minimum of four (4) hours (the minimum includes two (2) hours for travelling time).
- (c) Notwithstanding the callout minimum, an employee who is at the work place prior to the commencement of the employee's regular shift and who is required to commence work prior to the commencement of the employee's regular shift, shall be paid in accordance with the overtime provisions for the actual time worked prior to the commencement of the employee's regular shift.

### 8.3 Meal Periods

Effective 2018 April 20

(a) Employees shall receive meal provisions as follows:

(i) During Overtime

Upon completion of two (2) continuous hours of overtime work immediately preceding or immediately following an employee's regular shift, the employee becomes entitled to a paid meal break of a one-half ( $\frac{1}{2}$ ) hour which the Employer may permit to be started at any time within the two (2) hour period but, except in an emergency, no later than the end of two (2) hours. Except as described in Clause 8.3(a)(ii), upon the completion of each succeeding three and one-half ( $3\frac{1}{2}$ ) continuous hours of overtime work, the employee shall be given another paid meal break of one-half ( $\frac{1}{2}$ ) hour which, except in an emergency, shall be taken at the end of each three and one-half ( $3\frac{1}{2}$ ) hour work period.

(ii) During Pre-scheduled Overtime

Upon completion of three and one-half ( $3\frac{1}{2}$ ) continuous hours of pre-scheduled overtime work occurring at any other time than immediately preceding or immediately following an employee's regular shift, an employee becomes entitled to an unpaid meal break of a one-half ( $\frac{1}{2}$ ) hour which the Employer may permit to be started at any time within the three and one-half ( $3\frac{1}{2}$ ) hour period but, except in an emergency, no later than the end of the three and one-half ( $3\frac{1}{2}$ ) hours. Upon the completion of each succeeding three and one-half ( $3\frac{1}{2}$ ) continuous hours of pre-scheduled overtime work, the employee shall be given another unpaid meal break of one-half ( $\frac{1}{2}$ ) hour which, except in an emergency, shall be taken at the end of each three and one-half ( $3\frac{1}{2}$ ) hour work period.

(iii) During Call-Outs

Upon the completion of three and one-half ( $3\frac{1}{2}$ ) continuous hours of call-out work occurring at any other time that immediately preceding or immediately following an employee's regular shift, an employee becomes entitled to a paid meal break of one-half ( $\frac{1}{2}$ ) hour which the Employer may permit to be started at any time within the three and one-half ( $3\frac{1}{2}$ ) hour period but, except in an emergency, no later than the end of the three and one-half ( $3\frac{1}{2}$ ) hours. Upon the completion of each succeeding three and one-half ( $3\frac{1}{2}$ ) continuous hours of call-out work, the employee shall be given another paid meal break of one-half ( $\frac{1}{2}$ ) hour which, except in an emergency, shall be taken at the end of each three and one-half ( $3\frac{1}{2}$ ) hour work period.

(b) For each meal break given to an employee under this Clause 8.3(a)(i) or (iii), the employee shall be paid one-half ( $\frac{1}{2}$ ) hour of pay at double (2x) the employee's regular rate of pay.

- (c) Where by reason of an emergency it is not feasible to give a meal break at the designated time under this Clause 8.3(a)(i), (ii), or (iii), it shall be taken as soon as practicable and in addition the Employer shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time as the employee would have been otherwise entitled to a paid meal break.

#### 8.4 Overtime and Callout – Cost Recovery

Where an employee works overtime and/or is called out to deal with situations where the Employer is able to recover the overtime and/or callout costs from the Provincial Emergency Program, the Employer shall have the option of paying the employee for such overtime and/or callout, or granting the employee compensating time off in lieu of being paid for such overtime and/or callout.

### 9. VACATIONS AND PUBLIC HOLIDAYS

#### 9.1 Vacations

Paid annual vacation for all persons covered by this Agreement shall be provided as follows:

- (a) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with Part 7 of the *Employment Standards Act*.
- (b) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth ( $\frac{1}{12}$ ) of ten (10) working days for each month or portion of a month greater than one-half ( $\frac{1}{2}$ ) worked by December 31<sup>st</sup>;
- (c) During the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) calendar year of service—fifteen (15) working days;
- (d) During the fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) calendar year of service—sixteen (16) working days;
- (e) During the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) calendar year of service—eighteen (18) working days;
- (f) During the eighth (8<sup>th</sup>) and all subsequent calendar years of service—twenty (20) working days;
- (g) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth ( $\frac{1}{12}$ ) of their vacation entitlement for that year for each month or portion of a month greater than one-half ( $\frac{1}{2}$ ) worked to the date of termination.

## PROVIDED THAT:

- (h) In all cases of terminations of service for any reason, adjustment will be made for any overpayment of annual vacation.
- (i) For the purposes of this Clause, "calendar year" for the purposes of this Agreement shall mean the twelve (12) month period from January 1<sup>st</sup> to December 31<sup>st</sup> inclusive.

9.2 Public Holidays

- (a) Subject to Clauses 9.2(b) and 9.2(c) the employees shall be entitled to a holiday with pay on the following public holidays, namely: New Year's Day, Family Day\*, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day appointed by the City Council to be a civic holiday;

\*If/when Family Day ceases to be a provincial public holiday under the laws of British Columbia, Family Day will no longer be considered a public holiday for the purposes of this Collective Agreement.

## PROVIDED THAT:

- (i) whenever one of the aforementioned public holidays falls on a Saturday or a Sunday and the Government of Canada and the Government of the Province of British Columbia or either of them proclaim that such public holiday be observed on a day other than Saturday or Sunday then the day so proclaimed shall be read in substitution for such public holiday but if there is no such proclamation by either of such governments or the proclamation of such governments do not proclaim the same day for the observance of such public holiday then the Employer shall designate either the Friday immediately preceding such public holiday or the Monday immediately following the same as the day to observe such public holiday and the employees shall be entitled to a holiday with pay in lieu of such public holiday on the day so designated, or pay the employees in lieu of such public holiday at their respective regular rates of pay;

## EXCEPT THAT:

Whenever Christmas Day and Boxing Day fall on Saturday and Sunday respectively and the Government of Canada and the Government of the Province of British Columbia or either of them proclaim that such public holidays be observed on two (2) days other than Saturday and Sunday then the days so proclaimed shall be read in substitution for such public holidays but, if there is no such proclamation by either of such governments in respect of one of such public holidays then the Employer shall designate either the Friday immediately preceding such public holiday or the Monday immediately following the same as the day to observe such public holiday and the employees shall be entitled to a holiday with pay in lieu of such public holiday on the day so designated, or pay the employees in lieu of such public holiday at their respective regular rates

of pay. If there is no such proclamation by either of such governments in respect of both of such public holidays, then the employees shall be entitled either to a holiday with pay in lieu of Christmas Day on the Friday immediately preceding Christmas Day and a holiday with pay in lieu of Boxing Day on the Monday immediately following Boxing Day, or pay in lieu of such public holidays, or either of them, at their respective regular rates of pay at the option of the Employer.

- (ii) Notwithstanding anything contained in this Clause 9.2(a) whenever one of the aforementioned public holidays, other than Christmas Day and Boxing Day, fall on a Saturday or Sunday, instead of having all the employees observe the public holiday on the same day the Employer may declare both the Friday immediately preceding such public holiday and the Monday immediately following the same for the observance of such public holiday and such of the employees as shall be designated by the Employer in such declaration shall be entitled to a holiday with pay in lieu of such public holiday on the Friday named by the Employer and the remainder of the employees shall be entitled to a holiday with pay in lieu of such public holiday on the Monday named by the Employer.
- (b) Subject to Clause 9.2(c), the following provisions shall apply to the employees hereinafter specified whose duties normally require them to work on public holidays or on scheduled shift work:
- (i) if an employee whose duties normally require such employee to work on public holidays or on scheduled shift work (but not including an employee who regularly works on day shift from Monday to Friday inclusive) is required to work on any public holiday as provided for in Clause 9.2(a) which falls on or is observed on any day from Monday to Friday inclusive, then such employee shall be paid the regular pay for the holiday and in addition thereto such employee shall be given compensating time off equivalent to one and one-half (1½x) times the number of hours worked on that public holiday;
  - (ii) if such employee is required to work on the day off given in lieu of a public holiday, pursuant to the provisions of this Clause 9.2(b), then in lieu of such holiday the employee shall be paid the regular pay for the holiday plus double (2x) the hourly rate of pay of the employee computed on the basis of the employee's normal working hours for the hours worked on such day off;
  - (iii) time worked on a public holiday or on the day off given to the employee in lieu of a public holiday pursuant to the provisions of this Clause 9.2(b), shall not be treated as overtime except as provided in Clauses 8.1(a), 8.1(b) and 8.1(c);
  - (iv) for the purposes of this Clause 9.2(b) a public holiday does not include a holiday declared by the Employer pursuant to Clause 9.2(a)(ii) unless the employee is entitled to that holiday with pay in lieu of a public holiday.
- (c) Whenever a public holiday defined in Clause 9.2(a) falls on a Saturday or Sunday and is observed on any day from Monday to Friday, the day on which such holiday is observed

shall, for the purposes of those employees referred to in Clause 9.2(b), be deemed to be a public holiday and if such employees work on the Saturday or Sunday they shall not be entitled to public holiday premium pay for work on either of those days.

Notwithstanding anything contained in Clause 9.2(a) or 9.2(b) prior to the beginning of any calendar year the Employer and the Union may agree that whenever a public holiday defined in Clause 9.2(a) falls on a Saturday or Sunday those employees referred to in Clause 9.2(b) shall be paid public holiday premium pay for working on the Saturday or Sunday but such employees shall be paid public holiday premium pay only once for the same holiday.

For the purposes of this Clause 9.2(c) "public holiday premium pay" means the equivalent compensation paid to employees referred to in Clause 9.2(b) for working on a public holiday defined in 9.2(a) which falls on or is observed on any day from Monday to Friday.

- (d) An employee (except an employee governed by Clause 9.2(b)) who is required to work on a public holiday defined in Clause 9.2(a) which falls on or is observed on any day from Monday to Friday inclusive, shall be paid the regular pay for the said holiday plus double (2x) the hourly rate of pay of the employee computed on the basis of the employee's normal working hours for the hours worked on the holiday.

For the purposes of this Clause 9.2(d) a public holiday does not include a holiday declared by the Employer pursuant to Clause 9.2(a)(ii) unless the employee is entitled to that holiday with pay in lieu of a public holiday.

## 10. EMPLOYEE BENEFITS

It is hereby agreed that the following employee benefits contained herein shall be continued for the term of the Agreement. Benefits for Regular Part-Time and Temporary Part-Time Employees are set out in Schedule "B" of this Agreement.

### 10.1 Benefit Administration

The Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans.

### 10.2 Medical Services Plan

Regular Full-Time Employees or Temporary Full-Time Employees who have completed six (6) months' continuous service shall be entitled to be insured under the Medical Services Plan established under the Medical Services Act of British Columbia, provided the employee is qualified under the Medical Services Plan. The Employer shall pay sixty-five percent (65%) and the employees shall pay thirty-five percent (35%) of the premiums. The Employer shall pay seventy-five percent (75%) and the employees shall pay twenty-five percent (25%) of the premiums as long as the Letter of Understanding on the Flexible Work Month continues in effect.



### 10.3 Extended Health Care Plan

- (a) Regular Full-Time Employees or Temporary Full-Time Employees who have completed six (6) months' continuous service shall be entitled to be insured under the Extended Health Care Plan, provided the employee is qualified to be enrolled in the Extended Health Care Plan. The provision of the benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits, coverage for:
- (1) effective 2018 May 1: vision care to a maximum payable of four hundred dollars (\$400.00) per person per twenty-four (24) month period, including coverage for eye surgery;
  - (2) eye exams to a maximum payable of one hundred dollars (\$100.00) per person, payable per twenty-four (24) month period);
  - (3) effective 2018 May 1: massage services to a maximum of four hundred dollars (\$400.00) per calendar year and physiotherapy services to a maximum of four hundred dollars (\$400.00) per calendar year;
  - (4) hearing aids to a maximum payable of seven hundred dollars (\$700.00) per five (5) calendar years;
  - (5) orthopedic shoes to a maximum payable of four hundred dollars (\$400.00) for adults/two hundred dollars (\$200.00) for children in a calendar year and orthotics to a maximum payable of three hundred dollars (\$300.00) per person every five (5) years;
  - (6) diabetic equipment and supplies, ostomy supplies, and clinical psychologist services.

The EHB lifetime maximum coverage under this Plan will be one million dollars (\$1,000,000.00) per person. The Plan has an annual deductible of one hundred dollars (\$100.00).

- (b) The Employer shall pay sixty-five percent (65%) of the premium and the employees shall pay thirty-five percent (35%) of the premium for the Extended Health Care Plan. The Employer shall pay seventy-five percent (75%) and the employees shall pay twenty-five percent (25%) of the premiums as long as the Letter of Understanding on the Flexible Work Month continues in effect.

### 10.4 Group Life Insurance

- (a) Temporary Full-Time Employees who have completed six (6) months' continuous service and Regular Full-Time Employees shall be insured under a group life insurance policy which has been taken out by the Employer on behalf of the employees, provided the employee is qualified to be enrolled in the Group Life Insurance Plan.
- (b) The group life insurance policy includes among other benefits coverage for each of such employees in an amount equal to one and one-half (1½x) times the employees' basic

annual salary which shall be computed to the next highest one thousand dollars (\$1,000.00) subject to the terms and conditions of the group life insurance policy.

- (c) The Employer shall pay sixty-five percent (65%) and the active employees shall pay thirty-five percent (35%) of the premiums. The Employer shall pay seventy-five percent (75%) and the employees shall pay twenty-five percent (25%) of the premiums as long as the Letter of Understanding on the Flexible Work Month continues in effect.
- (d) The Employer and the Union agree that the one thousand dollars (\$1,000.00) paid-up policy under the Group Life Plan will cease being applicable to employees of the Employer. Employees who are retired as of 1999 December 31 shall remain entitled to the benefit.

#### 10.5 Optional Group Life Insurance

Subject to the provisions of the Plan, eligible employees shall be entitled to purchase optional Group Life Insurance coverage in units of ten thousand dollars (\$10,000.00) up to a maximum of two hundred and fifty thousand dollars (\$250,000.00), provided the employee is qualified to be enrolled in the Group Life Insurance Plan. The employee shall pay one hundred percent (100%) of the premiums for the optional coverage.

#### 10.6 Dental Services Plan

The Employer agrees to provide a dental plan for the benefit of Regular Full-Time Employees who have completed six (6) months of continuous service and Temporary Full-Time Employees who have completed twelve (12) months of continuous service, provided the employee is qualified to be enrolled in the Dental Services Plan, which provides for the following services:

- (a) Basic Dental Services (Plan A) paying for eighty percent (80%) of the approved schedule of fees;
- (b) Prosthetics, Crowns, and Bridges (Plan B) paying for fifty percent (50%) of the approved schedule of fees.
- (c) Orthodontics (Plan C) paying for fifty percent (50%) of the approved schedule of fees for dependent children and adults defined by the Plan to a lifetime maximum benefit of three thousand dollars (\$3,000.00);
- (d) The Employer shall pay sixty-five percent (65%) and the employees shall pay thirty-five percent (35%) of the premiums. The employees' contributions shall be made by payroll deduction. The Employer shall pay seventy-five percent (75%) and the employees shall pay twenty-five percent (25%) of the premiums as long as the Letter of Understanding on the Flexible Work Month continues in effect.

#### 10.7 Same Sex Benefits

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 twelve (12) months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health,

and Dental benefits, provided the employee's spouse is qualified under the rules of the Medical, Extended Health, and Dental benefits.

## 10.8 Sick Leave and Personal Leave

Effective 2018 April 20

Regular Full-Time Employees and Temporary Full-Time Employees shall be entitled to the benefits of the Accumulative Sick Leave and Personal Leave as follows:

### A. SICK LEAVE

#### (1) Sick Leave Accrual

- (a) No sick leave with pay shall be granted except after three (3) months' continuous service in the employ of the Employer;
- (b) In the first twelve (12) months of continuous employment, three (3) days' sick leave with pay shall be credited after three (3) months continuous service in the employ of the Employer, and a further seven (7) days' sick leave with pay shall be credited after (6) months continuous service in the employ of the Employer.
- (c) Sick leave of ten (10) working days shall be credited semi-annually in July and January commencing with the completion of twelve (12) months of continuous service.
- (d) When sick leave is earned for a period of less than six (6) months, a month shall be equivalent to a credit of one and one-half (1½) days and no credit shall be given for a part of a month.
- (e) Sick leave entitlement at a given date shall be the accumulated credit at the last semi-annual date less any sick leave with pay taken subsequent to that date.
- (f) Sick leave credits will be prorated for all time an employee is off work on sick leave or on an unpaid leave of any kind.
- (g) Sick leave may be accumulated to a maximum of two hundred and sixty-one (261) working days.

#### (2) Sick Leave Usage

- (a) Sick leave is only to be used where the employee himself or herself is sick and unable to attend work except as set out in (2)(c) below.
- (b) Any employee requesting sick leave with pay may be required to produce a certificate from a duly qualified medical practitioner licensed

to practice in the Province of British Columbia certifying that such employee is unable to carry out their duties due to illness. Where such certificates are required by the Employer, the cost of such certificates shall be borne by the Employer provided there is a charge over and above such amounts paid by the Medical Services Plan of B.C.

- (c) Effective 2018 April 20: an employee who is entitled to sick leave may use up to fourteen (14) hours of sick leave each calendar year for the purpose of attending medical and/or dental appointments for the employee himself or herself. Employees will make every effort to schedule appointments outside of working hours.

(3) Deductions from Sick Leave

A deduction shall be made from accumulated sick leave credit for all time absent on sick leave, including time taken off under (2)(c), above.

B. WORKSAFEBC AND SICK LEAVE PAYMENTS

- (a) Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness, or injury is hereinafter called the "disability") and is entitled to time loss compensation therefor under the *Workers' Compensation Act*, the employee shall not be entitled to use sick leave credits for time lost by reason of any such disability.
- (b) All monies received by an employee by way of compensation for loss of wages under the said *Act* shall be paid to the Employer in return for which the Employer shall pay the employee the approximate net salary to which the employee would have otherwise been entitled but for a disability suffered or incurred by the employee.
- (c) Where an employee is paid wages by the Employer while absent from employment by reason of any disability other than one for which there is entitlement to receive WorkSafeBC benefits, and the employee subsequently recovers such wages or any part thereof from any source, then the employee shall pay the amount so recovered to the Employer. Upon the Employer receiving such amount it shall credit the employee paying the same with the number of days of sick leave proportionate to the amount so recovered.
- (d) Salaried employees under WorkSafeBC Allowance shall be paid their approximate net salary for a maximum of one (1) year.

Employees receiving WorkSafeBC Allowance for a recurrence of an injury or ailment suffered prior to employment with the Employer shall not be subject to payment of full salary.

C. PERSONAL LEAVE

(a) Personal Leave Accrual

Each full-time employee will receive one (1) paid day of Personal Leave for each full quarter of the calendar year worked by the employee (for the purposes of this Clause, quarter is defined as January – March; April – June; July – September; and October – December).

Where an employee is not employed for the entire quarter or is on unpaid leave for any portion of the quarter, the employee will not receive a Personal Leave day for that quarter.

The Personal Leave day will be credited to the employee at the completion of each quarter.

(b) Personal Leave Usage

The employee must use all the Personal Leave day(s) which have been credited to the employee for the first three quarters of the year (January – March; April – June; July – September) in the calendar year in which the Personal Leave day(s) are accrued. The employee will be required to use the Personal Leave day which was credited to the employee on December 31, for the quarter October – December, no later than March 31 of the following calendar year.

If the employee does not use the Personal Leave day(s) within the time frames set out above, the employee forfeits the Personal Leave day(s).

Personal Leave days must be taken in increments of a full day(s).

Requests to take a Personal Leave day(s) must be made to the Director or designate. The granting of a request to take a Personal Leave day(s) is subject to operational requirements.

10.9 Regular Part-Time and Temporary Part-Time Benefits or Percentage in Lieu

(a) A Regular Part-Time or Temporary Part-Time Employee who occupies a position with a regular schedule of core hours each week equal to or greater than seventeen and one-half hours (17.5) shall have two choices, once upon hire, and one other choice at a future date, to choose between receiving twelve percent (12%) in lieu of benefits or the following benefits:

- (1) a payment of ten percent (10%) of regular earnings in lieu of vacation and public holiday pay;
- (2) Medical, Extended Health, Group Life, and Dental on the same basis as full-time employees except the eligibility periods shall be calendar months; the Employer shall pay their contractual portion of the premiums for Extended Health, Group

Life, and Dental, and the employee shall pay one hundred percent (100%) of the premium for Medical;

- (3) sick leave coverage on a prorated basis (including a proration of the maximum sick leave accumulation), calculated on the same proportionate basis as the Regular Part-Time or Temporary Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Regular Part-Time and Temporary Part-Time Employees shall qualify after the same eligibility period applicable to full-time employees except it shall be calendar months for Regular Part-Time and Temporary Part-Time Employees; and
  - (4) WorkSafeBC coverage on an approximate net pay basis after completion of six (6) calendar months of employment.
- (b) Where a Regular Part-Time or Temporary Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph (a), the employee's current service shall count towards the benefit eligibility periods.
- Where a Regular Part-Time or Temporary Part-Time Employee's core hours are reduced such that the employee no longer qualifies for the benefits in paragraph (a), the benefit coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid a percentage in lieu of benefits pursuant to paragraph (c) commencing on the first of the month following the expiry of the benefit coverage.
- (c) All Regular Part-Time and Temporary Part-Time Employees not covered by paragraph (a) shall be paid an amount equal to twelve percent (12%) of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including those providing for time off with pay.
  - (d) Upon the completion of six (6) calendar months of employment, all Regular Part-Time and Temporary Part-Time Employees shall also be entitled on a prorated basis to the same Bereavement Leave and Court/Jury Duty Leave and on a full basis to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Regular Part-Time or Temporary Part-Time Employee shall not be paid the ten percent (10%) or twelve percent (12%) of regular earnings when on unpaid leave of absence.
  - (e) No other benefits shall be provided to Regular Part-Time or Temporary Part-Time Employees unless expressly stated in this Clause.
  - (f) Employees who do not make an election shall continue to receive a percentage in lieu of benefits. Eligible Regular Part-Time and Temporary Part-Time Employees who elect to receive benefits shall be enrolled in the applicable benefits as soon as possible provided they have completed the respective eligibility periods.
  - (g) A Regular Part-Time Employee or a Temporary Part-Time Employee who is placed in a Full-Time position will continue to receive the percentage in lieu of benefits that he or she was receiving under Clause 10.9(a) or Clause 10.9(c), if he or she has not already completed the qualifying periods specified in Clauses 10.2, 10.3, 10.4, 10.6, and 10.8.

Note: Employees hired prior to 1999 April 28 will continue to be eligible to receive sixteen percent (16%) in lieu of benefits.

#### 10.10 Vancouver Employees' Savings Plan

The Employer contributes one and one-half per cent (1½%) of salary and the employee is deducted the same amount under the Vancouver Employees' Savings Plan.

#### 10.11 Bereavement Leave

- (a) In the event of the death of an employee's spouse (including common-law spouse and same sex partner), child, ward, foster child, brother, sister, parent, parent-in-law, grandparent, grandchild, guardian, or other relative if living in the employee's household, the employee shall be granted a period of leave not to exceed three (3) working days without loss of pay. For purposes of Bereavement Leave, employees in same sex relationships as defined under Clause 10.7 shall be entitled to the provisions of this clause.
- (b) Any employee who qualifies for Bereavement Leave without loss of pay under Clause 10.11(a), and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Fraser Valley Regional District, Squamish-Lillooet Regional District, and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Requests for leave under Clauses 10.11(a) and 10.11(b) shall be submitted to the employee's Director who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for Bereavement Leave without loss of pay under Clause 10.11(a) herein may be granted such leave when on annual vacation if approved by the Director. An employee who is absent on sick leave with or without pay or who is absent on WorkSafeBC, shall not be entitled to such bereavement leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Director, an employee may be granted leave of up to one-half (½) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Clause 10.11(a).

#### 10.12 Maternity and Parental Leave

##### (a) Length of Leave

##### (1) Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of

parental leave, all without pay. The parental leave must immediately follow the maternity leave.

In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.

(2) Non-Birth Mother and Adoptive Parent

An employee who is a parent but not the birth mother shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall commence the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

(3) Extensions - Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological, or emotional condition.

Provided however, that in no case shall the combined maternity and parental leave exceed fifty-two (52) consecutive weeks following the commencement of the leave.

(b) Notice Requirements and Commencement of Leave

- (1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) 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.)
- (3) 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.
- (4) 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.



- (5) 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.

(c) Return to Work

On resuming employment an employee shall be reinstated to their previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) 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.

(d) Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Subject to paragraph (d)(1), an employee on maternity leave or parental leave who has notified the Department Head of their intention to return to work pursuant to paragraph (b)(3) 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.

(e) Benefits

- (1) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
- (2) Pension contributions will cease during the period of the leave. Upon returning to work, the employee may purchase service for the period of the leave pursuant to the Municipal Pension Plan Rules.

10.13 General Leaves of Absence

- (a) Requests by employees for leave of absence without pay may be granted by the Director, providing the employee can be spared without materially affecting the operation of the Employer. Employees returning from leaves of absence are entitled to return to their previous position or one of comparable value.

(b) Effect of Leave of Absence on Vacation Entitlement

The vacation entitlement during the year in which the employee is on leave of absence shall be reduced for time absent without pay in excess of one (1) month in any calendar year. The reduction for absence in excess of one (1) month shall be one-twelfth (1/12) of the vacation entitlement to the nearest half-day for each excess month or portion of a month greater than one-half ( $\frac{1}{2}$ ).

(c) Leave for Writing Examinations

Subject to the approval of the Director, leave of absence with pay may be granted to employees who are writing examinations where the subject of the examinations leads to qualifications which are directly applicable to the employee's duties with the Employer.

(d) Authorization for Exact Period

When obtaining authorization for a Leave of Absence without pay the exact period of absence must be requested. The employee shall then be expected to take the full authorized period.

(e) Effect of Leave of Absence on Increment Dates

Leaves of absence of one-half ( $\frac{1}{2}$ ) month or more shall cause postponement of increments, according to period of leave.

10.14 Court Attendance and Jury Duty

(a) Jury Duty and Witness Fees

Regular Full-Time Employees and Temporary Full-Time Employees called for jury duty or subpoenaed as a witness shall be allowed time off during the period of such duty. The employee's regular pay shall be continued and any remuneration received for such duty shall be remitted to the Employer.

(b) Expenses Incurred

The Employer shall not make allowance for payment of additional transportation costs, parking fees, lunches, etc., incurred while on such duty, nor shall these costs be deducted from the fees received.

(c) Leave Without Pay

In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.

#### 10.15 Resignation and Re-employment

- (a) An employee who has voluntarily resigned and is re-employed within one (1) year from the last termination of service shall be considered eligible for reinstatement under the applicable employee benefits, provided, in each case, length of service, benefits, and seniority are adjusted by the period of absence. An employee who has voluntarily resigned and is re-employed after one (1) year from the last termination of service shall be considered a new employee as regards seniority, employee benefits, and salary.

Reinstatement into Municipal Pension will be in accordance with the rules of the Municipal Pension Plan.

#### (b) Starting Salary on Re-employment

When a previous employee of the Employer is rehired within one (1) year of the last termination of service, recognition of the employee's previous related experience will be given in deciding the starting salary. Previous service with the new department and previous experience with the Employer in/or related to the particular position for which application is made shall also be considered. The Director shall decide the appropriate step in the salary range in each case.

#### 10.16 Municipal Pension Plan

Where due to a layoff a Full-Time Employee's hours of work are reduced and employment status changed, the employee shall continue to contribute to the Municipal Pension Plan. Contributions made by the Employer and the employee shall be made on the basis of the new hours worked, and are subject to the rules of the Municipal Pension Plan.

### 11. WORKING CONDITIONS

#### 11.1 Work Week

- (a) Subject to the exception listed in Clause 11.1(c), the normal work week shall consist of five (5) consecutive working days, from Monday to Friday inclusive.
- (b) The normal hours of work of employees shall be from 9:00 a.m. to 5:00 p.m., and a period of one (1) hour for lunch and two (2) fifteen (15) minute rest periods shall be allowed each day. The Director shall designate the time of lunch and rest periods for staff members. If rest periods are not taken, there is no extension of the one (1) hour lunch period. Sections which, because of the scope of their work, could not efficiently operate during the above listed hours shall have their work periods jointly reviewed and mutually adjusted.
- (c) In departments presently requiring a seven-day operation per week, the normal work week may be any five (5) days with two (2) consecutive days of rest.

Note: See Letter of Understanding on Flexible Work Month attached to this Agreement.

## 11.2 Daily Guarantee

- (a) Subject to the provisions of Subsection (c), an employee reporting for a scheduled shift on the call of the Employer, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two (2) hours' pay at the regular hourly rate.
- (b) Subject to the provisions of Subsection (c), an employee who commences work on a scheduled shift, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of four (4) hour's pay at the regular hourly rate except in situations set out in (c) below.
- (c) For up to and including six (6) times per year, where employees are required to work for meetings or to attend training or orientation on days that they have no other work scheduled, the employee will be paid for the actual time spent in the meeting, training, or orientation with a minimum payment of two (2) hours at straight time rates of pay.
- (d) In any case where an employee
  - (i) reports for a regular shift but refuses to commence work; or
  - (ii) commences work but refuses to continue working; or
  - (iii) reports to work but is unfit to work;

the employee shall not be entitled to receive the minimum payments set forth in Subsections (a) to (c).

## 11.3 Posting Positions and Filling Vacancies

- (a) The Employer agrees that, before permanently filling any vacancy, including any temporary position which is expected to exceed six (6) months in duration, notice of such vacancy shall be posted for seven (7) days in such conspicuous places as may be designated by the Employer.
- (b) Where a Regular Full-Time Employee is appointed to a temporary position, the employee shall be returned to a position of equal value to the employee's former position without loss of seniority when the temporary work is completed.
- (c) Positions not previously posted as in Clause 11.3(a) and filled by Temporary Full-Time Employees will be examined at the end of six (6) months to ascertain whether permanency is indicated, in which case the position will be posted in the usual way.
- (d) All Regular Full-Time Employees, Temporary Full-Time Employees, Regular Part-Time Employees, and Temporary Part-Time Employees who have completed six (6) continuous calendar months of employment and Auxiliary Employees who have

completed nine hundred and thirteen (913) hours of employment shall be entitled to compete on an equal basis for any posted position in accordance with Clause 11.4(a).

- (e) An employee who wishes to apply for a position which is expected to become vacant while the employee is on authorized leave of absence or on vacation may make application for such position before commencing such leave or vacation. If the position is posted prior to the return of the employee, such application shall be considered in the absence of the employee. An employee who applies for a position must be available for employment in that position not later than one (1) month following the date of selection.
- (f) If a position is posted while an employee is on an authorized leave of absence or on a vacation of not more than seven (7) days, such employee, upon returning, may apply for the position not later than three (3) calendar days following the expiry date of the posting; provided that no other person has been selected for the position.
- (g) The Employer shall notify the Union when persons are hired for periods of three (3) months or more in positions which could be considered as being within the bargaining group.
- (h) All notices of vacancies posted pursuant to this Clause shall contain the following information:
  - (i) nature of position;
  - (ii) required qualifications, knowledge, education, and skills;
  - (iii) wage or salary rate or range;
  - (iv) shifts (if any); and
  - (v) anticipated length of any temporary assignment, if posted.

#### 11.4 Promotions, Transfers, and Demotions

- (a) In making promotions, transfers, and demotions, the skills, knowledge, and ability of the employee concerned shall be the primary consideration, and where such qualifications are equal, length of service shall be the determining factor.
- (b) On promotion or transfer of a Regular Full-Time Employee to a new position, that employee shall serve a six (6) month trial period in the new position before being confirmed in the appointment. If the appointment is not confirmed, that employee shall revert to their previous position or to a position of equal value for which the Employer deems the employee to be qualified.
- (c) The following provisions respecting pay rates shall apply to an employee on promotion:
  - (i) When an employee is promoted to a position the pay range of which does not overlap that of the former position, the rate of pay shall be the first step in the

salary range of the new position unless special regulations or the Employer authorizes a higher starting rate.

- (ii) When an employee is promoted to a non-supervisory position the pay range of which overlaps that of the former position, the rate of pay shall be one (1) step above the employee's present rate.
- (iii) If the duties of the position to which an employee is promoted include supervisory responsibilities and the pay range of such position overlaps that of the supervised employee or employees the rate of pay shall be one (1) step above the maximum step in the range of the highest rated supervised position.
- (iv) For the purposes of this Clause, in order to be considered a Supervisor the following shall apply:
  - (1) The authority to supervise must come from the Department Head and may not merely presume on the employee's greater experience and skill.
  - (2) The Supervisor must be authorized to assign work to the supervised employee(s).
  - (3) The Supervisor must be authorized to direct the course and oversee the details of the supervised employee(s) work.
  - (4) The Supervisor must be responsible for the quality and quantity of the supervised employee(s) work.
  - (5) The supervised employee must be under a duty to obey the orders of the Supervisor.

#### 11.5 Probationary Period

- (a) New Regular Full-Time Employees shall be placed in a probationary capacity until the completion of six (6) months' service.
- (b) The probationary period shall be for the purpose of determining a person's suitability for permanent employment in that position in which the person is placed in probationary capacity. At any time during that period, the employment of a probationary employee may be terminated if it can be satisfactorily shown that the employee is unsuitable for permanent employment.
- (c) A probationary employee's suitability for regular employment will be decided on the basis of factors such as:
  - (i) the quality of work;
  - (ii) conduct;

- (iii) capacity to work harmoniously with others;
  - (iv) ability to meet production standards set by the Employer.
- (d) If a probationary employee continues in the same position on a permanent basis, seniority, holiday benefits, and other perquisites referable to length of service shall be based on the original date of employment.

#### 11.6 Layoffs and Bumping

- (a) Where in the opinion of the Employer it is necessary to reduce the work force for any reason, the Employer may lay off employees covered by this Agreement in order to effect such reduction. The Employer shall designate the positions of the employees to be laid off and such employees shall be laid off accordingly.
- (b) Employees who are subject to a layoff under Clause 11.6(a) may exercise their seniority in the Bargaining Group by displacing (bumping) employees with less seniority than their own in positions which they are, in the opinion of the Employer, qualified to perform. Any employee who exhausts or fails to exercise bumping privileges shall be considered laid off. Employees who are completing their initial probationary period shall have no seniority in the Bargaining Group and if they are displaced pursuant to this clause they shall be laid off. Employees must exercise their rights under this Clause 11.6(b) not later than ten (10) days following the receipt of notice of layoff given pursuant to Clause 11.6(c).
- (c) Except in cases of inclement weather, strikes, lockouts, or other circumstances beyond the control of the Employer, the Employer shall give to the Regular Full-Time Employees concerned not less than ten (10) days' prior written notice of any layoff under this Clause. Such notices shall be given in writing either by delivering or mailing the same to the employee for whom it is intended. The date of receipt of any such notice shall be the date of delivery, if the notice is delivered, or if mailed, then the second business day next following the date of such mailing. If an employee to whom notice of layoff is given under this Clause has not been given the opportunity to work for at least ten (10) days of the period of such notice, the employee shall be paid for those days for which work was not made available to such employee.
- (d) No employee covered by this Agreement shall suffer loss of seniority due to enforced absence from employment resulting from compulsory layoff for a period not exceeding three (3) months or for any period of absence resulting from leave of absence officially granted, injury or sickness; provided however, that these provisions shall not apply to any such employee who has voluntarily resigned or has been discharged for cause.
- (e) Where the Employer intends a major layoff of employees, it shall give to the Union and those employees who will be affected by the layoff at least sixty (60) calendar days' prior written notice thereof. For the purposes of this Clause 11.6(e) the words "major layoff" mean a ten percent (10%) or more reduction in the work force within the Bargaining Group or five (5) employees, whichever is the greater, due to a reduction in the budget of the Employer. This Clause 11.6(e) does not apply if the reduction of the work force is

due to some other body or employer taking over a department or part of the operation or business of the Employer.

#### 11.7 Recall

In recalling employees (other than probationary employees) who have been laid off, the following terms and conditions shall apply:

- (a) The employees must be qualified to perform the work made available to them;
- (b) No new employees shall be hired following a layoff until those employees who were laid off have been given a reasonable opportunity of recall as follows:
  - (i) the Employer shall make every reasonable attempt to contact the employees in order of their seniority in the Bargaining Group and the employees shall be recalled by the Employer in such order provided that they respond within forty-eight (48) hours of the initial attempt of the Employer to contact them;
  - (ii) upon making contact with an employee, the Employer shall specify the time when the employee shall report for work;
  - (iii) an employee who does not respond within forty-eight (48) hours of the initial attempt of the Employer to make contact, or who refuses to report for work shall be placed at the bottom of the list of employees eligible for recall under this Clause notwithstanding the employee's seniority in the Bargaining Group;
  - (iv) an employee notified to return to work shall report at the time and place specified by the Employer for so doing or, in extenuating circumstances, within such extended period of time not exceeding fourteen (14) days from the date of the initial attempt of the Employer to make contact as the Employer may approve, which approval shall not be unreasonably withheld;
  - (v) it shall be the responsibility of all employees who have been laid off and wish to be recalled by the Employer to keep the Director informed of their respective current addresses and telephone numbers. The Employer shall be considered to have fulfilled its obligations to recall an employee eligible for recall under this Clause by attempting to contact the employee at the employee's last known address on the Employer's records;
  - (vi) an employee who is laid off and is eligible for recall under this clause shall remain on the recall list for a maximum of six (6) months.
- (c) Employees may continue participation in health and welfare benefits (MSP, EHB, Dental, and Group Life) while on the Recall List by pre-paying the full monthly premiums in advance.
- (d) Employees who are entitled to recall as a result of a permanent layoff may request a buyout of their recall rights based on a payment equivalent to two (2) weeks, plus one



(1) additional week for each additional completed year of service to a maximum payment of eight (8) weeks.

11.8 Changes Affecting the Agreement

The Employer agrees that any reports or recommendations made to the Society dealing with matters covered by this Agreement, including recommendations for changes in method of operation that may affect wage rates, workloads, or reduction of employment, will be communicated to the Union at such interval before they are dealt with by the Society as to afford the Union reasonable opportunity to consider them and make representations to the Society concerning them and, further, that if employees are deprived of employment by any implementation of such change they shall receive priority consideration for other employment with the Employer.

11.9 Directives Interpreting the Agreement

The Employer shall provide the Union with a copy of any published directive that tends to interpret, explain, or apply the provisions of this Agreement.

11.10 Personnel Records

- (a) A copy of any written material concerning any disciplinary action (including reprimands) affecting an employee shall be given to the employee as soon as possible after it is recorded in the employee's personnel file.
- (b) On and after 1979 October 09, an employee shall be given a copy of any document placed in the employee's personnel file which might be the basis of disciplinary action. Should an employee dispute any such entry in the personnel file, that employee shall be entitled to recourse through the grievance procedure. The Employer agrees not to introduce as evidence in any hearing arising from a disciplinary grievance any document from the personnel file of an employee the existence of which the employee was not aware of at the time of filing.
- (c) Upon receiving permission from the Director or designate, an employee may review the contents of their personnel file provided that such review is in the presence of a person authorized by the Director.

11.11 Shop Stewards List

Every six (6) months the Union agrees to provide the Employer with an up to date list of shop stewards as amended from time to time, who are employed by the Employer and whom the Employer may expect to deal with on certain matters during the term of the Agreement.

11.12 Disabled Workers

The Employer and the Union will make a reasonable effort to accommodate disabled or otherwise incapacitated employees to retain employment.

### 11.13 Occupational Health and Safety

- (a) The Employer and the Union agree that all parties, including employees, have a responsibility to provide and maintain a safe work environment and to work cooperatively to support and develop safe work practices that will not place individual employees, co-workers, the public, or the Employer at risk.
- (b) All relevant regulations of the *Workers' Compensation Act* shall be observed and adhered to.
- (c) Effective 2018 April 20: an Occupational Health and Safety Committee shall be established consisting of two (2) representatives of the Employer and two (2) Union-appointed representatives.

Effective 2018 April 20

### 11.14 Discrimination

The Employer and the Union agree that any form of discrimination under the prohibited grounds of the B.C. Human Rights Code shall not be tolerated in the workplace.

## 12. ABSENCE FROM DUTY OF UNION OFFICIALS

- (a) Where permission has been granted to members of the Union to leave their employment temporarily for the purpose of settling a grievance as outlined below, the said members shall suffer no loss of pay for the time so spent.
- (b) Two (2) Union members may be granted time off without loss of pay to participate in collective bargaining with the Employer.
- (c) Time off without pay shall be granted to official representatives of the Union upon application to and by permission of the Director when it becomes necessary to transact business in connection with matters affecting members of the Union.
- (d) In the event it is impractical to release any one or more persons assigned to Union negotiations due to Departmental commitments, the situation will be made known to the Union immediately. If suitable substitution cannot be arranged either the negotiations will proceed with such employees as can be effectively released or the negotiations will be delayed until the appropriate persons are available.
- (e) The Union shall provide reasonable notice to the Employer for leave of absence requests under this provision.

### 13. GRIEVANCE PROCEDURE

#### 13.1 Grievances

Any difference concerning the dismissal, discipline, or suspension of an employee or the interpretation, application, or operation of this Agreement or any alleged violation thereof, including any question as to whether any matter is arbitrable, shall be dealt with without stoppage of work in the following manner:

(a) Meeting With Supervisor

The aggrieved employee(s) shall, except for grievances related to suspension or termination, first take up the matter with the immediate supervisor or such other supervisor who is directly responsible for the decision giving rise to the grievance within fifteen (15) working days of the date on which the incidence giving rise to the grievance occurred or of the date when the employee first became aware of the incident, whichever is later. The purpose of the meeting shall be to review the circumstances giving rise to the incident, and to determine whether the matter can be satisfactorily resolved without recourse to the formal grievance procedure. At the option of the aggrieved employee(s) a Shop Steward or Union representative may be present at the meeting. Grievances involving a suspension will commence at Step 1 of the Grievance Procedure. Grievances involving termination will commence at Step 2 of the Grievance Procedure.

(b) Step 1

If the matter is not satisfactorily resolved within ten (10) working days of the meeting with the Supervisor, the aggrieved employee(s) together with the Shop Steward or other Union representative may take up the matter with the Department Head.

(c) Step 2

If the grievance is not settled at Step 1 within ten (10) working days of the meeting referring the matter to the Department Head, the matter may be referred to the Director or designate and the Union Business Manager or designate.

(d) Arbitration

If not settled in Step 2 above, within fifteen (15) working days the matter may be referred by either party to a Board of Arbitration (Clause 13.3) for final and conclusive determination.

(e) Time Limits

(i) If the grievance has not advanced to the next stage under Clauses (b), (c) and (d) within seven (7) working days after completion of the preceding stage and the onus for delay is upon the Union then the grievance shall be deemed to be

abandoned and all rights of recourse to the grievance procedure shall be at an end.

- (ii) If the seven (7) working day time limit between steps should be exceeded in the manner described in paragraph (i) above and the onus for delay is on the Employer then the grievance will be deemed to have succeeded and all appropriate steps to remedy the matter shall be taken forthwith by the Employer.
- (iii) Extensions to the time limits of fifteen (15) working days and seven (7) working days respectively contained herein above may be agreed upon between the parties only for the most serious of reasons.

### 13.2 Policy Grievance

When a "dispute", as defined in the *Labour Relations Code*, arises between the parties, including any difference concerning the interpretation, application, operation, or alleged violation of this Agreement which does not specifically involve an employee, the matter may be submitted in writing by the Union to the Director or designate, or, alternatively, by the Employer to the Business Manager or designate, as the case may be. If a satisfactory settlement is not reached with the Director and the Business Manager or their designates within seven (7) working days such matter may be referred to Arbitration under Clause 13.1(d) and as provided for in Clause 13.3.

### 13.3 Arbitration

Effective 2018 April 20

A Board of Arbitration shall consist of one (1) person to be mutually appointed by the Employer and the Union within fourteen (14) calendar days of the referral under Clause 13.1(d).

Where the parties are unable to agree on a person to be the Board of Arbitration, either party may apply to the Minister of Labour to make an appointment.

In all other respects, the provisions of the *Labour Relations Code* shall apply. The decision of the Board of Arbitration shall be final and binding on both parties. Each party shall pay half the expenses of the Board of Arbitration.

### 13.4 Dismissal and Suspension

An employee who alleges wrongful dismissal, discipline, or suspension by the Employer shall be entitled to have such grievance settled in accordance with the grievance procedure set forth in Clause 13. If the employee is found by a Board of Arbitration appointed under the provisions of Clause 13 to be dismissed, suspended, or otherwise disciplined for other than proper cause, the Board of Arbitration may:

- (a) direct the Employer to reinstate the employee and pay to the employee, a sum equal to the wages lost by reason of the dismissal, suspension, or other discipline, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable; or
- (b) make such order as it considers fair and reasonable, having regard to the terms of this Agreement.

An employee who is reinstated by the Board of Arbitration shall be entitled to a reinstatement without loss of seniority.

#### 14. RECLASSIFICATION PROCEDURE

##### 14.1 Definitions

- (a) A classification change involving a change in title or salary due to a change in duties and responsibilities shall be termed a "reclassification".
- (b) A classification change involving only a revision in salary without a change in duties or responsibilities shall be termed a "reevaluation".
- (c) A classification change involving only a change in title shall be termed a "class title change".

##### 14.2 Procedure

- (a) Requests for reclassification may originate with the Employer, the Union, or the employee. The basis for reclassification requests shall be that the position in question is not correctly classified under the Employer's classification plan and should be:
  - (1) classified under another existing classification; or
  - (2) a new classification should be created for the position.
- (b) Requests for reevaluation may originate with the Employer or the Union. The basis for reevaluation requests shall be that the rate of pay attached to the classification is not proper or correct compared to other work of equal value within the Employer's classification plan or when compared with similar work of equal value in the province, other provinces, cities, municipalities, or the local area.
- (c) Requests for reclassification or reevaluation shall be made in writing on the appropriate valid form to the Director, who shall respond in written form within sixty (60) working days of the date of receipt of such request.
- (d) The Director's response to a request under this Clause shall be furnished to the Union and the Union shall indicate approval or objection to the decision contained therein within twenty (20) working days.

- (e) All the time limits outlined in Clause 14 may be extended by mutual agreement of the parties.

#### 14.3 Dispute Resolution

- (a) In the event of disagreement, the Director (or representative) and a representative of the Union shall meet and attempt to resolve the dispute within twenty (20) working days of the date of the Union's written objections pursuant to 14.2(d).
- (b) If the dispute is not resolved in step (a) above, it shall be referred to a mutually agreeable single Arbitrator.
- (c) In reclassification disputes the Arbitrator's jurisdiction shall be limited to determining whether the disputed position should be classified under the Employer's proposed classification, another existing classification, or whether a new classification should be created. In rendering a decision, the Arbitrator shall use the Employer's class specifications, effective at the time of the review, as the sole classification-system reference for employees covered by the Collective Agreement.
- (d) Subject to Clause 14.3(c) the decision of the Arbitrator shall be final and binding on both the Employer and the Union. Each party shall bear one-half (½) of the cost of the expenses of the Arbitrator.

#### 14.4 Retroactive Adjustments

- (a) Retroactive adjustments shall be made from the first pay period following the date upon which the Director received the written valid request from the employee.

- (b) Director Approval

The Director is authorized to approve all reports on classification, class specifications, and rates of pay for new or existing positions with a maximum retroactive date of one year and which have been agreed to by the Union.

- (c) Board Approval

All salary and classification reports involving retroactive dates in excess of one (1) year must be approved by the Employer's Board.

- (d) Application of Pay for Upward Reclassification

When as a result of reclassification, a position is upgraded, the incumbent shall receive an increase in salary equivalent to one pay step in the new salary range subject to Clause 11.4(c)(ii).

(e) Pay Adjustments Resulting from Reclassification and Revaluation

In the event a position or class of positions is reclassified downwards, or in the event a class of positions is revalued downwards, each incumbent of any such position shall be treated at the discretion of the Employer in accordance with one or other of the two following methods:

- (i) the incumbent shall with immediate effect have their rate of pay reduced to the appropriate new level for the class, and shall at the earliest reasonable opportunity following such reduction be paid a lump sum equivalent to twenty-four (24) times the monthly difference between the incumbent's former pay rate and the new reduced pay rate; or
- (ii) for as long as the incumbent continues to occupy any position covered by this Collective Agreement, the incumbent shall suffer no reduction in their rate of pay by virtue only of a reclassification downwards or a revaluation downwards and shall continue to receive all general pay increases and increments to which there would otherwise have been entitlement; provided that at any time during the two (2) years immediately following the date when the incumbent's position was reclassified or the class in which the position was grouped, was revalued, the Employer may unilaterally promote such incumbent to any other vacant position for which the incumbent is qualified, and which is valued at the same level as the incumbent's position was formerly valued.

15. EMPLOYMENT EQUITY

The Union agrees with employment equity programs which will assist visible minorities, persons with disabilities, First Nations people, and women in gaining entry into employment and which will provide opportunities for advancement.

16. AGREEMENT AS TO CONDITIONS NOT MENTIONED

It is agreed that any general conditions presently in force which are not specifically mentioned in this Agreement and are not contrary to its intentions shall continue in full force and effect for the duration of this contract.

17. HUMAN RIGHTS

The Employer and the Union agree that any form of discrimination (including sexual harassment) under the prohibited grounds of the *B.C. Human Rights Code* shall not be tolerated in the workplace.

18. HARASSMENT

The Employer and the Union recognize the right of employees to work in an environment free from harassment.

19. JOINT CONSULTATION COMMITTEE

On the request of either party, the parties shall meet at least once every two (2) months until this Agreement is terminated for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.

20. SCHEDULES

It is agreed between the parties hereto that Schedules "A", "B", and "C", the Letters of Understanding on Flexible Work Month, Employment Opportunities, Daily Guarantee, Schedule "B" - Overtime, and Job Sharing annexed hereto shall form part of this Agreement.



IN WITNESS WHEREOF the parties hereto have caused these presents to be executed under the hands of their respective proper officers duly authorized in that behalf, as of the day and year first above written.


  
\_\_\_\_\_  
PRESIDENT - VANCOUVER MUSEUM SOCIETY

July 25, 2019  
\_\_\_\_\_  
Date Signed

  
\_\_\_\_\_  
CEO

July 10<sup>th</sup> / 2019.  
\_\_\_\_\_  
Date Signed

The Common Seal of the CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 15 - VMECW was hereunto affixed in the presence of:

  
\_\_\_\_\_  
PRESIDENT

July 19, 2019  
\_\_\_\_\_  
Date Signed

*per*   
\_\_\_\_\_  
SECRETARY-TREASURER *S. Bankiner*

July 29, 2019  
\_\_\_\_\_  
Date Signed

SCHEDULE "A"

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
403		Accounting Clerk I	14
065		Accounting Clerk III	20
407		Audience Engagement Coordinator	17
002		Curator of Collections	24
374		Curator of Public Programs	24
408		Development Coordinator	19
409		Education Program Officer	22
357		Marketing Officer	22
361		Museum Collections Assistant	18
410		Museum Collections Associate	19
361-1		Museum Conservator I	18
362		Museum Conservator II	25
363		Museum Curator I	26
359		Museum Display Technician I	15
360		Museum Display Technician II	19
366		Museum Interpreter	12
367		Program Assistant/Interpreter	15
411		Rentals & Special Events Coordinator	19
406		Senior Exhibit Technician	23
355		Visitor Services Attendant	11
412		Visitor Services Lead	15
356		Visitor Services Supervisor	13

ALL POSITIONS ARE BASED ON A 35 HOUR WORK WEEK.

\* Eligibility for advancement from one step (increment) to the next is as follows:

Pay Grades 9 to 14: Six (6) month eligibility to move from steps 1 to 2 and 2 to 3; thereafter twelve (12) month eligibility.

Pay Grade 15: Six (6) month eligibility to move from step 1 to 2; thereafter twelve (12) month eligibility.

Pay Grade 16 and above: Twelve (12) month eligibility.

Not applicable to Regular Part-Time, Temporary Part-Time, and Auxiliary Employees; see Schedule "B", item 6.

PAY PLANHOURLY RATES FOR CLASSES OF POSITIONS COVERED BY AGREEMENT

between

THE VANCOUVER MUSEUM SOCIETY

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 15 - VMCEWEffective 2017 January 01 – 2017 December 31

<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
9	14.66	15.24	15.84	16.45	17.13
10	15.24	15.84	16.45	17.13	17.80
11	15.84	16.45	17.13	17.80	18.52
12	16.45	17.13	17.80	18.52	19.28
13	17.13	17.80	18.52	19.28	20.06
14	17.80	18.52	19.28	20.06	20.89
15	18.52	19.28	20.06	20.89	21.75
16	19.28	20.06	20.89	21.75	22.66
17	20.06	20.89	21.75	22.66	23.58
18	20.89	21.75	22.66	23.58	24.57
19	21.75	22.66	23.58	24.57	25.59
20	22.66	23.58	24.57	25.59	26.67
21	23.58	24.57	25.59	26.67	27.76
22	24.57	25.59	26.67	27.76	28.91
23	25.59	26.67	27.76	28.91	30.21
24	26.67	27.76	28.91	30.21	31.50
25	27.76	28.91	30.21	31.50	32.79
26	28.91	30.21	31.50	32.79	34.19
27	30.21	31.50	32.79	34.19	35.67
28	31.50	32.79	34.19	35.67	37.21
29	32.79	34.19	35.67	37.21	38.79
30	34.19	35.67	37.21	38.79	40.46
31	35.67	37.21	38.79	40.46	42.20
32	37.21	38.79	40.46	42.20	44.04
33	38.79	40.46	42.20	44.04	45.94

SCHEDULE "A" (cont'd)

Page 3

Effective 2018 January 01 – 2018 August 31

<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
9	14.81	15.39	16.00	16.61	17.30
10	15.39	16.00	16.61	17.30	17.98
11	16.00	16.61	17.30	17.98	18.71
12	16.61	17.30	17.98	18.71	19.47
13	17.30	17.98	18.71	19.47	20.26
14	17.98	18.71	19.47	20.26	21.10
15	18.71	19.47	20.26	21.10	21.97
16	19.47	20.26	21.10	21.97	22.89
17	20.26	21.10	21.97	22.89	23.82
18	21.10	21.97	22.89	23.82	24.82
19	21.97	22.89	23.82	24.82	25.85
20	22.89	23.82	24.82	25.85	26.94
21	23.82	24.82	25.85	26.94	28.04
22	24.82	25.85	26.94	28.04	29.20
23	25.85	26.94	28.04	29.20	30.51
24	26.94	28.04	29.20	30.51	31.82
25	28.04	29.20	30.51	31.82	33.12
26	29.20	30.51	31.82	33.12	34.53
27	30.51	31.82	33.12	34.53	36.03
28	31.82	33.12	34.53	36.03	37.58
29	33.12	34.53	36.03	37.58	39.18
30	34.53	36.03	37.58	39.18	40.86
31	36.03	37.58	39.18	40.86	42.62
32	37.58	39.18	40.86	42.62	44.48
33	39.18	40.86	42.62	44.48	46.40

SCHEDULE "A" (cont'd)

Page 4

Effective 2018 September 01 – 2018 December 31

<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
9	14.88	15.47	16.08	16.69	17.39
10	15.47	16.08	16.69	17.39	18.07
11	16.08	16.69	17.39	18.07	18.80
12	16.69	17.39	18.07	18.80	19.57
13	17.39	18.07	18.80	19.57	20.36
14	18.07	18.80	19.57	20.36	21.21
15	18.80	19.57	20.36	21.21	22.08
16	19.57	20.36	21.21	22.08	23.00
17	20.36	21.21	22.08	23.00	23.94
18	21.21	22.08	23.00	23.94	24.94
19	22.08	23.00	23.94	24.94	25.98
20	23.00	23.94	24.94	25.98	27.07
21	23.94	24.94	25.98	27.07	28.18
22	24.94	25.98	27.07	28.18	29.35
23	25.98	27.07	28.18	29.35	30.66
24	27.07	28.18	29.35	30.66	31.98
25	28.18	29.35	30.66	31.98	33.29
26	29.35	30.66	31.98	33.29	34.70
27	30.66	31.98	33.29	34.70	36.21
28	31.98	33.29	34.70	36.21	37.77
29	33.29	34.70	36.21	37.77	39.38
30	34.70	36.21	37.77	39.38	41.06
31	36.21	37.77	39.38	41.06	42.83
32	37.77	39.38	41.06	42.83	44.70
33	39.38	41.06	42.83	44.70	46.63

SCHEDULE "A" (cont'd)

Page 5

Effective 2019 January 01 – 2019 December 31

<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
9	15.10	15.70	16.32	16.94	17.65
10	15.70	16.32	16.94	17.65	18.34
11	16.32	16.94	17.65	18.34	19.08
12	16.94	17.65	18.34	19.08	19.86
13	17.65	18.34	19.08	19.86	20.67
14	18.34	19.08	19.86	20.67	21.53
15	19.08	19.86	20.67	21.53	22.41
16	19.86	20.67	21.53	22.41	23.35
17	20.67	21.53	22.41	23.35	24.30
18	21.53	22.41	23.35	24.30	25.31
19	22.41	23.35	24.30	25.31	26.37
20	23.35	24.30	25.31	26.37	27.48
21	24.30	25.31	26.37	27.48	28.60
22	25.31	26.37	27.48	28.60	29.79
23	26.37	27.48	28.60	29.79	31.12
24	27.48	28.60	29.79	31.12	32.46
25	28.60	29.79	31.12	32.46	33.79
26	29.79	31.12	32.46	33.79	35.22
27	31.12	32.46	33.79	35.22	36.75
28	32.46	33.79	35.22	36.75	38.34
29	33.79	35.22	36.75	38.34	39.97
30	35.22	36.75	38.34	39.97	41.68
31	36.75	38.34	39.97	41.68	43.47
32	38.34	39.97	41.68	43.47	45.37
33	39.97	41.68	43.47	45.37	47.33

SCHEDULE "A" (cont'd)

Page 6

Effective 2020 January 01 – 2020 December 31

<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
9	15.40	16.01	16.65	17.28	18.00
10	16.01	16.65	17.28	18.00	18.71
11	16.65	17.28	18.00	18.71	19.46
12	17.28	18.00	18.71	19.46	20.26
13	18.00	18.71	19.46	20.26	21.08
14	18.71	19.46	20.26	21.08	21.96
15	19.46	20.26	21.08	21.96	22.86
16	20.26	21.08	21.96	22.86	23.82
17	21.08	21.96	22.86	23.82	24.79
18	21.96	22.86	23.82	24.79	25.82
19	22.86	23.82	24.79	25.82	26.90
20	23.82	24.79	25.82	26.90	28.03
21	24.79	25.82	26.90	28.03	29.17
22	25.82	26.90	28.03	29.17	30.39
23	26.90	28.03	29.17	30.39	31.74
24	28.03	29.17	30.39	31.74	33.11
25	29.17	30.39	31.74	33.11	34.47
26	30.39	31.74	33.11	34.47	35.92
27	31.74	33.11	34.47	35.92	37.49
28	33.11	34.47	35.92	37.49	39.11
29	34.47	35.92	37.49	39.11	40.77
30	35.92	37.49	39.11	40.77	42.51
31	37.49	39.11	40.77	42.51	44.34
32	39.11	40.77	42.51	44.34	46.28
33	40.77	42.51	44.34	46.28	48.28

SCHEDULE "B"

PART A

The terms and conditions of this Agreement shall apply to Regular Part-Time Employees, Temporary Part-Time Employees, and Auxiliary Employees save and except for the following provisions thereof:

Clause 8.1	Overtime
Clause 8.2	Callout
Clause 8.3	Meal Periods
Clause 9	Vacations and Public Holidays
Clause 10	Employee Benefits (except as provided for in Clause 10.9)
Clause 11.1(b)	Working Conditions
Clause 11.3	Posting Positions and Filling Vacancies (except as provided for in Clause 11.3(d))
Clause 11.4	Promotions, Transfers, and Demotions
Clause 11.5	Probationary Period
Clause 11.6	Layoffs and Bumping
Clause 11.7	Recall
	and Schedule "C"

PART B

In addition to the applicable terms and conditions referred to in Part A, Regular Part-Time, Temporary Part-Time, and Auxiliary Employees covered under Schedule "B" shall be entitled to the following:

1. OVERTIME

Overtime rates will be paid on the following basis to Regular Part-Time, Temporary Part-Time, and Auxiliary Employees:

- (a) Time and one-half (1.5x) for the first four (4) hours worked in excess of the normal daily hours in a day.



- (b) Two times (2x) for hours worked beyond four (4) hours in excess of the normal daily hours in a day.
- (c) In any case where an employee has already performed work on five (5) days during the week, time and one-half (1.5x) for any hours worked prior to 12 noon, on their sixth (6<sup>th</sup>) day of work in that week, two (2x) times for hours worked after 12 noon on their sixth (6<sup>th</sup>) day, and two (2x) times for all hours worked on their seventh (7<sup>th</sup>) day of work in that week.
- (d) For purposes of applying overtime rates, normal daily and weekly hours for all Regular Part-Time and Temporary Part-Time Employees shall be deemed to be those of a Regular Full-Time Employee whose position is similarly classified.

2. MEAL PERIODS

- (a) Regular Part-Time Employees, Temporary Part-Time Employees, and Auxiliary Employees who are relieving in a full-time position shall be eligible for Meal Periods pursuant to Clause 8.3 under the same terms and conditions that are applicable to a Regular Full-Time Employee.
- (b) Regular Part-Time Employees, Temporary Part-Time Employees, and Auxiliary Employees who are required to work on their sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day of the week pursuant to Clause 1(c) above shall be eligible for Meal Periods pursuant to Clause 8.3 except that the paid Meal Period will be at the applicable overtime rate pursuant to Clause 1(c) above.

3. BENEFITS AND PAYMENT IN LIEU OF BENEFITS

Auxiliary Employees shall be paid an amount equal to twelve percent (12%) of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including annual vacation, public holidays, group life, medical, extended health, dental, and those providing for time off with pay.

Note: Employees hired prior to 1999 April 28 will continue to be eligible to receive sixteen percent (16%) in lieu of benefits.

- 4. A public holiday will be treated as a normal working day for employees covered by this Schedule "B". Thus, an employee who works on a public holiday will be paid straight time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.
- 5. Normal daily and weekly hours shall be deemed to be eight (8) and forty (40) respectively for all Auxiliary Employees except in the case of the Auxiliary Employee working in a classification normally occupied by a Regular Full-Time Employee whose normal hours shall be deemed to be the normal hours of the Auxiliary Employee.

6. PAY INCREMENTS

Where ranges exist, eligibility for advancement from one step to the next (increment) shall be based on the completion of one thousand and forty-four (1,044) hours.

7. RESIGNATION, RE-EMPLOYMENT, LAY-OFF

Employees covered under this Schedule "B" who are absent from the service for less than one year shall have their seniority and placement on the increment scale reinstated upon re-employment.

8. LEAVE FOR VACATION

A Regular Part-Time Employee, Temporary Part-Time Employee, and Auxiliary Employee may, upon request, be granted leave of absence without pay for vacation purposes, with scheduling subject to operation requirements.

SCHEDULE "C"EMPLOYMENT STANDARDS ACT PRINCIPLES

The parties agree that the following principles are implicit in and form part of the terms of the Collective Agreement:

- (1) That, except where a provision in the Agreement or a currently accepted practice specifically contemplates otherwise, (for example, the Overtime, Callout, and non-standard work week provisions) employees shall have not less than eight (8) consecutive hours free from work between each shift worked and not less than thirty-two (32) consecutive hours free from work between each week. Where an employee is required to work within the eight (8) or thirty-two (32) hour free period, the time worked during the work free period shall be subject to the appropriate overtime provisions.
- (2) That where an employee works a split shift, the shift shall be completed within twelve (12) hours of commencing such shift.
- (3) The eating period provided under the "Hours of Work" provision of the Agreement shall be scheduled so as to prevent an employee from working more than five (5) consecutive hours without an eating period. Regular Part-Time, Temporary Part-Time, and Auxiliary Employees shall not work more than five (5) consecutive hours without an unpaid eating period.

LETTER OF UNDERSTANDING

between the

VANCOUVER MUSEUM COMMISSION  
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 15 - VMECW  
(Vancouver Municipal, Education and Community Workers)  
(hereinafter called "the Union")

FLEXIBLE WORK MONTH

The Employer and the Union agree to the following:

Notwithstanding any other provision in the Collective Agreement, Regular Full-Time and Temporary Full-Time Employees may be required to work a flexible work schedule to meet legitimate operational needs such that:

- (1) Employees shall work one hundred and forty (140) hours in each four (4) week period (two (2) pay periods).
- (2) Employees shall be entitled to at least eight (8) days off during each four (4) week period (exclusive of vacation or other approved leaves).
- (3) Scheduling of the specific hours of work in each day, including scheduling of days off each four (4) week period, shall be done by the supervisor after discussions with and/or suggestions by the employee.
- (4) Except in the case of emergencies or emergent conditions, work schedules shall be established in advance of the flexible month so that the employees are provided with a minimum of ten (10) calendar days' notice of the new schedule.
- (5) Where a work schedule results in hardship for the employee concerned, the Employer will attempt to accommodate the employee's needs through changes to the schedule or other mutually agreeable means.
- (6) Employees shall not work more than seven (7) consecutive days to be followed by at least two (2) consecutive days off unless supervisors and employees mutually agree otherwise.
- (7) Meal breaks and rest periods shall be in accordance with the Collective Agreement except where the day exceeds seven (7) hours in which case an employee shall not work more than five (5) consecutive hours without an unpaid meal break and not more than three and one-half (3½) hours without a paid rest period.

- (8) No work day may exceed twelve (12) hours of paid work. Employees will not be required to work less than seven (7) hours in a day more than once per week except where the employee and supervisor mutually agree otherwise and/or except where it may be necessary to bring employees' hours of work in a four week period to the one hundred and forty (140) total. Where a day is scheduled for less than seven (7) hours, it shall not be less than four (4) hours.
- (9) Employees shall be entitled to overtime compensation as follows:
- (a) Compensation as provided for in Article 8.1(c)(i) and (ii) shall apply if the employee works more than twelve (12) hours in a day.
  - (b) Except as provided for in (4) above, compensation as provided for in Article 8.1(c)(iii) shall apply if the employee works on scheduled days off, unless the employee and supervisor mutually agree otherwise.
  - (c) Compensation at the rate of one and one-half (1½) times the regular rate of pay for the first sixteen (16) hours worked in excess of one hundred and forty (140) hours in each four (4) week period and two (2) times the regular rate of pay for any additional hours.
  - (d) It is understood that where an employee is scheduled to work less than twelve (12) hours in a day, the hours of work between the scheduled hours and twelve (12) hours shall be paid at straight-time rates. Such hours shall be counted toward the one hundred and forty (140) hours in the month unless they exceed the one hundred and forty (140) hours in the month in which case overtime shall apply in accordance with (c) above.
- Note: The application of compensating time off will remain as per Article 8.1(d) unless otherwise mutually agreed.
- (10) Pay for vacation, sick leave and other leaves will be based on seven (7) hours per day.
- (11) The flexible work month provisions shall apply to approved professional development activities and approved work away from the Employer's premises.
- (12) Current employees only, who, at the date of ratification of the Memorandum of Agreement, were covered by footnote (c) of Schedule "A" shall continue to receive the one (1) additional pay grade for as long as they occupy their positions.
- (13) This Letter of Understanding shall remain in force until either party serves thirty (30) calendar days' written notice to cancel.
- (14) Effective 1999 May 01 and continuing as long as the Letter of Understanding continues in effect, the Employer agrees to increase the Employer's share of the premiums for Medical, Extended Health, Dental, and Group Life from sixty-five percent (65%) to seventy-five percent (75%).

LETTER OF UNDERSTANDING - FLEXIBLE WORK MONTH (cont'd)

SIGNED this 17th day of January, 1996.

ON BEHALF OF THE EMPLOYER:

"Hendrik Slegtenhorst"  
\_\_\_\_\_

"Malcolm Graham"  
\_\_\_\_\_

"Wilma Wood"  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ON BEHALF OF THE UNION:

"Jim Gorman"  
\_\_\_\_\_

"Reneé Zolenski-Ward"  
\_\_\_\_\_

"R. Goldie"  
\_\_\_\_\_

"J.A. Thornley"  
\_\_\_\_\_

"Carol Brynjolfson"  
\_\_\_\_\_

"Raylene Marchand"  
\_\_\_\_\_

This Letter of Understanding has been amended pursuant to Item 7(c) of the Memorandum of Agreement dated 1999 March 30 and Item 10(i) of the Memorandum of Agreement dated 2005 June 10.

LETTER OF UNDERSTANDING

between the

VANCOUVER MUSEUM COMMISSION  
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 15  
(Vancouver Municipal, Education and Community Workers)  
(hereinafter called "the Union")

EMPLOYMENT OPPORTUNITIES

- (a) The Employer and the Union recognize that it may be to their mutual advantage to take advantage of grant programs or use co-op students. Where government grant applications require the approval of the Union, the Union agrees to provide such approval provided the following conditions are met:
- (i) No existing employees will lose work as a result of these programs.
  - (ii) Employees shall be paid no less than the grant rate or ten dollars (\$10.00) per hour, whichever is greater. (May not be applicable to Cooperative/Student Programs.)
  - (iii) Rates of pay and descriptions will not be relied upon for classification or pay comparisons in the future.
  - (iv) Responsibility for, or supervision of these employees will not be used as grounds to justify exclusion from the bargaining unit. No employee will be required to supervise these employees unless their class specification includes supervision.
  - (v) In addition to the payment of wages outlined in (ii) above, these employees shall be paid eight percent (8%) in lieu of vacation pay and statutory holiday pay. (May not be applicable to Cooperative/Student Programs.)
  - (vi) The Employer will provide the Union with copies of all grant applications and/or related documentation.
- (b) Co-operative/Student Programs

The Employer and the Union recognize that:

- (i) Students enrolled in co-op student programs are those who have not graduated from a recognized post-secondary institution and who are participating in either a co-operative education program or are obtaining work experience related to a degree program.

- (ii) It is anticipated that work experience or co-operative education programs shall not exceed four (4) calendar months unless otherwise mutually agreed by the Employer and the Union.
  
- (iii) The Employer will establish a pay rate (if required by the program) prior to placement of post-secondary education students which is commensurate with the work expected to be completed.

Signed this 30th day of March, 1999.

ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_  
"Gregory Evans"  
\_\_\_\_\_

ON BEHALF OF THE UNION:

\_\_\_\_\_  
"Jim Gorman"  
\_\_\_\_\_

\_\_\_\_\_  
"Carol Brynjolfson"  
\_\_\_\_\_



LETTER OF UNDERSTANDING

between the

VANCOUVER MUSEUM COMMISSION  
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 15  
(Vancouver Municipal, Education and Community Workers)  
(hereinafter called "the Union")

DAILY GUARANTEE

The Employer and the Union agree that Clause 11.2(b) will be modified to a two (2) hourly guarantee in the following situations:

- (a) where employees are required to work for special events, meetings, and, site rentals of two (2) hours or less.
- (b) where employees are required by the Employer to attend training or orientation on days that they have no other work scheduled.

Signed this 30th day of March, 1999.

ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_  
"Gregory Evans"

\_\_\_\_\_  
"Malcolm Graham"

ON BEHALF OF THE UNION:

\_\_\_\_\_  
"Jim Gorman"

\_\_\_\_\_  
"Carol Brynjolfson"

*Revised during the 2017 round of bargaining.*

LETTER OF UNDERSTANDING

between the

VANCOUVER MUSEUM COMMISSION  
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 15  
(Vancouver Municipal, Education and Community Workers)  
(hereinafter called "the Union")

**SCHEDULE "B" - OVERTIME**

For as long as this Letter of Understanding remains in force and effect, the Employer and the Union agree to suspend Schedule "B", Part B(1)(c) of the Collective Agreement and replace it with the following:

"Where an employee has not worked forty (40) hours on five (5) days during the week, the employee may work on the sixth and/or seventh day of work in that week at straight-time hours until such time as forty (40) hours of work has been reached and thereafter the overtime provisions would apply."

Note: While not to be part of the Collective Agreement, the intention of this provision is to allow the Employer to offer employees work on a sixth or seventh day and, where accepted, they would be paid straight-time for hours worked provided they had not yet worked 40 hours in the previous five days.

This Letter shall remain in force and effect until either party serves sixty (60) days' written notice during a period of bargaining to take effect at the conclusion of bargaining.

Signed this 30th day of March, 1999.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

"Gregory Evans"

"Jim Gorman"

"Carol Brynjolfson"

paragraph 2(c). Other employees temporarily appointed to fill positions vacated as a direct result of job sharing shall be advised at the time of their temporary appointment that their term in the position could be cut short as a result of an early cancellation.

- (c) Upon the expiry or termination of the Job Sharing arrangement, the Regular Full-Time Employee shall revert to working in their position on a full-time basis under the terms and conditions applicable to Regular Full-Time Employees unless some other Job Sharing arrangement has been agreed upon.

#### 4. Employee Status and Working Conditions

- (a) A Regular Full-Time Employee in a Job Sharing arrangement shall continue to maintain the status of a Regular Full-Time Employee during the period of time covered by the Job Sharing arrangement and shall accumulate seniority in proportion to the scheduled hours compared to the full-time hours of the position. Such an employee shall be entitled to exercise bidding rights as a Regular Full-Time Employee and to use accumulated seniority for all applicable purposes including layoff, bumping and recall.
- (b) The general principles with respect to wage rates, employee benefit entitlements and premium payments for Regular Full-Time Employees in Job Sharing arrangements are as follows:
  - (1) Wages shall be paid in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.
  - (2) Paid leave benefits, such as Vacation, Public Holidays, and Sick Leave shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.
  - (3) The employee's share of the premium payments for Health and Welfare benefits, such as Medical, Extended Health, Dental and Group Life shall increase proportionately as the number of scheduled weekly hours decrease in relation to the full-time hours of the position being shared.
- (c) In accordance with the general principles outlined in paragraph 4(b), except as otherwise stated, the following shall apply to Regular Full-Time Employees:

- (1) Vacation Entitlement

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

LETTER OF UNDERSTANDING

JOB SHARING

The Employer and the Union agree that where a Regular Full-Time Employee wished to share their full-time position, that such job sharing agreements be mutually agreed upon using the following principles PROVIDED HOWEVER, that nothing in this Letter of Understanding shall be construed as altering the existing rights and/or obligations of either party under the Collective Agreement, except as specifically provided herein:

1. General

Where a Regular Full-Time Employee occupying a regular full-time position wishes to share their position with another employee and has received formal approval from the Department Head and the Union, the employee shall be entitled to do so in accordance with the provisions of this Letter of Understanding.

2. Procedure

- (a) A Regular Full-Time Employee shall apply in writing to their Department Head indicating the reason for the request including the hours and days of the week the employee wishes to share and with whom the employee contemplates the job sharing arrangement. A copy of this request shall be forwarded to the Director of Personnel Services and the Union.
- (b) The employee with whom it is contemplated the position shall be shared must be qualified to perform the duties and responsibilities of the position.
- (c) Where an employee's request is approved and results in an acceptable job sharing arrangement, the Director of Human Resources shall provide each affected employee with a letter covering the terms and conditions of the Job Sharing arrangement signed by the Employer and Union.
- (d) Under normal circumstances, the regular daily and weekly hours of the position shall remain unchanged as a result of the Job Sharing arrangement unless otherwise varied by the terms and conditions as provided by the letter referred to in paragraph (c) above.
- (e) Where an employee's request is denied, the Union may request a meeting with the Department Head and Director of Human Resources to discuss the matter.

3. Duration

- (a) Each Job Sharing arrangement shall be for a maximum period of one (1) year unless extended by mutual agreement between the Employer and the Union.
- (b) A Job Sharing arrangement may be terminated earlier than expected by either of the employees or by the Employer provided thirty (30) calendar days' written notice has been served to the other parties, unless otherwise provided for in the letter referred to in

(2) Public Holidays

- (a) Where an employee's normal hours of work are based on a five (5) day week, the employee shall take public holidays as they occur. The employee's public holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.
- (b) Where the employee has not received sufficient public holiday hours as part of their work schedule or been credited with sufficient hours as a result of the proration or made alternate arrangements to the satisfaction of the department to use public holiday hours to which they were entitled as a result of the proration, the employee's public holiday account shall be credited with the appropriate number of hours at year end.
- (c) Where the employee has received an overage on the number of paid hours, the employee may be scheduled to work without pay to make up the equivalent number of overpaid hours. Where the Employer is not able to schedule work for the employee, arrangements shall be made to deduct the overage either from the employee's compensating time off account or from the employee's normal pay and such deduction is to be done at year end or at the expiry of the Job Sharing arrangement, whichever is the earlier.
- (d) Shared positions based on the compressed work week of 4 days shall receive prorated public holiday pay as part of their pay cheque and therefore no adjustment is required.

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

The Employer shall pay a prorated share of the premiums for the above-noted benefits, provided that the employee is qualified to be enrolled in the Medical Services Plan, Extended Health, Dental and Group Life, based on the proportion of the employee's new scheduled hours compared to the full-time hours of the position being shared and the premiums normally paid by the Employer for a full-time employee. The employee shall pay the balance in order to maintain full coverage.

An example of the calculation of the Employer's share is as follows:

$$\text{Employer's share} = 17.5 \text{ (scheduled hours)}/35 \text{ (normal full-time hours)} \times 75\% \text{ (employer's portion of premium)} = 37.5\% \text{ of premium}$$

(4) Sick Leave

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

(5) VESP

The employee shall continue to be entitled to VESP on the basis of 1½% of the reduced earnings.

(6) Municipal Pension Plan

Where an employee is contributing to the Municipal Pension Plan and enters a Job Sharing arrangement, the employee shall be required to continue making payments toward Municipal Pension. The cost sharing arrangement shall continue on the same percentage basis applied to the reduced earnings.

(7) Increments

A Regular Full-Time Employee sharing a position shall be eligible for increments upon the completion of the equivalent period of service applicable to a Regular Full-Time Employee in a similar classified position.

5. Auxiliary, Regular Part-Time, and Temporary Part-Time Employees

Auxiliary and/or Regular Part-Time and/or Temporary Part-Time Employees sharing a portion of a regular full-time position as a result of a Job Sharing agreement shall continue to be treated in accordance with the applicable provisions of the Collective Agreement.

6. Termination

Either party may cancel this Letter of Understanding by providing at least thirty (30) calendar days' written notice to the other party. Notwithstanding such cancellation, all Job Sharing arrangements in effect at the time of cancellation shall continue under the individual terms agreed upon.

LETTER OF UNDERSTANDING – JOB SHARING (cont'd)

SIGNED this 25 day of May, 2009.

ON BEHALF OF THE EMPLOYER:

“Richard M. Scott”

---

“Shannon Steele”

---

“T.R. Chung”

---

ON BEHALF OF THE UNION:

“K. Graham”

---

“Carol Brynjolfson”

---

“Jenny Krikorian”

---

“Betty McGee”

---

Amended during the drafting of the 2014-16 Collective Agreement.