

2020-2022

COLLECTIVE AGREEMENT

between the

**CITY OF VANCOUVER**

**AS REPRESENTED BY THE BOARD OF PARKS AND RECREATION**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 15 - VMECW**  
**(Vancouver Municipal, Education and Community Workers)**

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 (Vancouver Municipal, Education and Community Workers)

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THIS AGREEMENT made and entered into as of 2020 January 01,

BETWEEN

**CITY OF VANCOUVER**

**AS REPRESENTED BY THE BOARD OF PARKS AND RECREATION**

(hereinafter called "the Employer")

OF THE FIRST PART

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 15 - VMECW**  
**(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 British Columbia;
- B. The Labour Relations Board has certified that the Union is the bargaining agent for the employees in a unit composed of:
  - (1) employees at Vancouver, B.C. and employees of the Britannia Community Services Centre Society excepting:
    - (a) Firefighters and Fire Alarm Operators;
    - (b) Line Crews in the Fire Alarm Department, Electricians (Journey person and their helpers) in the Street Lighting Department, Lawyers, Doctors, Veterinary Surgeons and graduate nurses;
    - (c) Those engaged in the actual production of entertainment and exhibitions;
    - (d) Those known generally as outside employees, excepting Traffic Painters and helpers employed by the City of Vancouver; and
  - (2) inside workers without limiting the generality of the foregoing composed

of clerical, (including administrative), recreational, technical, cleaning, heating and refrigeration and food trades except those generally known as outside workers, foreperson and community centre casual instructors; and

- (3) employees at the Community Centre, 920 East Hastings Street, Vancouver, B.C.

except those excluded by the Labour Relations Code employed by the City of Vancouver, City Hall, 453 West 12th Avenue, Board of Parks and Recreation, 2099 Beach Avenue and Ray-Cam Cooperative Association, 920 East Hastings, Vancouver, B.C. which the Labour Relations Board has decided pursuant to the provisions of section 38 of the Labour Relations Code to be one Employer for the purposes of this certification.

THIS AGREEMENT shall constitute the wages and working conditions for the employees of the Employer covered by this Agreement. It is constructed in such a manner that, except for Schedules "B" and "C" or otherwise specifically excluded, it applies to Regular Full-Time Employees.

Schedule "B", Parts A and B, set out what Clauses in the Agreement and in what manner they apply to Auxiliary and Temporary Full-Time Employees with less than one (1) year of continuous work.

Schedule "B", Part C, sets out what Clauses of the Agreement and in what manner they apply to Temporary Full-Time Employees with more than one (1) year of continuous work.

Schedule "B", Part D, sets out how Clause 12 – Seniority applies to Auxiliary and Temporary Full-Time Employees.

Schedule "C" sets out what clauses of the Agreement and in what manner they apply to Regular Part-Time Employees.

## 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 35, 37½, 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 35, 37½, 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 core weekly hours which is a minimum of fifty percent (50%) of the recognized number of hours constituting full-time employment for a particular class of positions, for an indefinite period of time.

- (d) "Auxiliary Employee" means an employee other than an employee defined in Clause 1(a), 1(b) and 1(c).
- (e) "Employment Pool" means those employees of the City of Vancouver and Board of Parks and Recreation of the City of Vancouver, Ray-Cam Cooperative Association, and Britannia Community Services Centre Society for whom the Union is the Bargaining Authority.
- (f) "Layoff" means the elimination of a regular position, or a reduction in the core hours of a regular position.

Wherever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine wherever the context so requires.

## 2. TERM OF THE AGREEMENT

This Agreement shall be for a term of three (3) years with effect from 2020 January 01 to 2022 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 1 January, 1974, 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 immediately upon commencement of employment. 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" and Schedule "A-1" shall apply during the term of this Agreement. Any changes in salary rates or the classifications as outlined in Schedule "A" and Schedule "A-1" shall not be put into effect until the Union Executive designate 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 15.1(d).

##### 5.2 Shift Premium

- (a) Employees in the classes listed below:
  - (1) Building Worker
  - (2) Maintenance Technician
  - (3) Maintenance Technician II
  - (4) Maintenance Technician III
  - (5) Utility Maintenance Worker, and
  - (6) Any additional classes added by mutual written agreement

shall be paid a shift premium of one dollar (\$1.00) per hour for those regular hours worked before 7:00 a.m. or after 7:00 p.m.

- (b) If more than fifty percent (50%) of an employee's regular hour of work fall outside the period described in Clause 5.2(a), the shift premium shall be paid for all regular hours in the shift.
- (c) Shift premium shall not be paid for those hours worked at overtime rates, nor for standby.

### 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 (or in the same division in the case of the larger departments), 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 (but not for acting in a higher capacity) are to commence at the beginning of the bi-weekly pay period the first day of which is nearest the calendar date of the pay adjustment. This clause is not intended to interfere with the provisions of Clause 6.

### 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:

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

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

Employees in positions which the Employer has designated as requiring 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.

## 6. PAY FOR ACTING IN SENIOR CAPACITY

### (a) Full Acting Pay

On every occasion that an employee is temporarily required to accept the responsibilities and carry out the core duties of a senior position covered by this Agreement, the employee shall be paid for every day that the

duties of the senior position are carried out at the minimum rate in the pay range for such senior position. However, where the salary received in the employee's own position is equal to, or exceeds the minimum of the senior position, the next higher rate in the pay range of the senior position shall be paid.

(b) Partial Acting Pay

Where an employee is temporarily required to accept a portion, but not all, of the core duties and responsibilities of a senior position, the employee shall be paid two (2) pay steps above their rate of pay provided this does not result in a higher rate of pay than would have been paid for full acting. In such cases, the employee would be entitled to a rate of pay equivalent to full acting pay.

(c) Pay for Partial Acting Assignments Exceeding Six Months

An employee who has been in a partial acting capacity for a period of six (6) months and whose assignment continues shall have their rate of pay adjusted to reflect the full acting rate for the position for the balance of the assignment and may be assigned any additional duties and responsibilities associated with the position.

(d) Appointments of employees to a level of higher responsibility must be authorized in writing by the General Manager or designate.

7. TRANSPORTATION ALLOWANCE

Transportation for positions requiring the employee to travel on the Employer's business will be paid in the form of a transit fare or mileage allowance or use of an Employer's car as determined by the Employer.

If an employee is authorized by their non-bargaining unit manager or designate to use an alternative form of transportation, such as a bicycle, they shall be entitled to compensation equivalent to transit fare.

8. OVERTIME, CALLOUT, STANDBY AND MEAL BREAKS

8.1 Overtime

(a) Any 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) Employees shall be entitled to overtime compensation for all overtime worked:

(1) immediately following the employee's regular shift;

- (2) 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;
  - (3) at any other time than at the times set forth in items (1) or (2) 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) 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:
- (1) time and one-half 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;
  - (2) double 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;
  - (3) double the regular rate of pay for all overtime worked at any other time than at the times set forth in items (1) or (2) of this Clause 8.1(c). Employees shall be paid a minimum of one and one-half (1½) hours at double time for overtime worked pursuant to this paragraph (c)(3).
- (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. (Such overtime shall be calculated in the manner set forth in Clause 8.1(b) and 8.1(c).) An employee shall not take any compensating time off without first receiving the approval of the General Manager or designate; 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, 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

- (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 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. When 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.
- (d) When an employee is contacted for assistance and is able to resolve the problem over the telephone (or by computer) and does not have to report to a worksite, the employee shall be paid double the employee's regular rate of pay for the actual time worked, with a minimum of one (1) hour. Any subsequent contacts that occur within one (1) hour of the first call shall not result in any additional payments. A telephone call that occurs after the one (1) hour period shall result in another one (1) hour payment at double the employee's regular rate of pay. An employee will not be eligible for this form of callout should a return to the worksite (Callout, Clause 8.2(a) above) result from the issue being discussed.

### 8.3 Standby

- (a) Employees who stand by for a call to work between the end of a normal day shift on the first day of work in a normal work week as defined in Clause 11.1 (excluding public holidays) and the commencement of a normal day shift on the last day of work in the normal work week shall be paid one (1) hour's pay at the employee's regular rate of pay for each period of eight (8) hours that the employee stands by, in addition to any callout pay to which there may be entitlement under Clause 8.2.
- (b) Employees who stand by for a call to work at any time except employees who stand by for a call to work under Clause 8.3(a) shall be paid one (1) hour's pay at the employee's regular rate of pay for each period of six (6)

hours that the employee stands by in addition to any callout pay to which there may be entitlement under Clause 8.2.

- (c) Where the period of time which an employee stands by under this Clause 8.3 exceeds a multiple of six (6) hours or eight (8) hours (as the case may be) the employee shall be paid one (1) hour's pay at the rate provided in this Clause for the remainder of the standby time unless the remainder is not more than one-half ( $\frac{1}{2}$ ) of the standby period of six (6) hours or eight (8) hours (as the case may be) in which event the amount payable to the employee for the remainder shall be one-half ( $\frac{1}{2}$ ) hour's pay at the rate provided in this Clause 8.3.

#### 8.4 Meal Breaks

- (a) Employees shall receive meal provisions as follows:

(1) 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.

(2) During Call-Outs and Pre-scheduled Overtime

Upon completion of three and one-half ( $3\frac{1}{2}$ ) continuous hours of call-out work or 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 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 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.

(3) During Overtime, Call-Outs and Pre-scheduled Overtime

Upon the completion of each succeeding three and one-half ( $3\frac{1}{2}$ ) continuous hours of call-out work or 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.

- (b) (1) Meal break compensation when overtime taken in pay

Employees entitled to a meal break under Clause 8.4(a)(1), (2), or (3), who take overtime earned in pay, shall receive one-half ( $\frac{1}{2}$ ) hour at double (2X) the employee's regular rate of pay for the meal break.

(2) Meal break compensation when overtime taken in compensating time off

Employees entitled to a meal break under Clause 8.4(a)(1), (2), or (3), who take overtime earned in compensating time off (CTO), shall receive one-half (½) hour at double (2X) the employee's regular rate of pay in CTO.

When CTO for meal breaks is used, it shall be paid out in accordance with Clause 8.1(d).

- (c) Where by reason of an emergency it is not feasible to give a meal break at the designated time under this Clause 8.4(a)(1), (2), or (3), 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.

8.5 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 employees covered by this Agreement shall be allowed as follows:

- (a) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth ( $1/12$ ) of fifteen (15) working days for each month or portion of a month greater than one-half ( $1/2$ ) worked by December 31st.
- (b) During the second (2<sup>nd</sup>) up to and including the seventh (7<sup>th</sup>) calendar year of service - fifteen (15) working days;
- (c) During the eighth (8<sup>th</sup>) up to and including the fifteenth (15<sup>th</sup>) calendar year of service - twenty (20) working days;
- (d) During the sixteenth (16<sup>th</sup>) up to and including the twenty-third (23<sup>rd</sup>) calendar year of service - twenty-five (25) working days; and
- (e) During the twenty-fourth (24<sup>th</sup>) and all subsequent calendar years of service - thirty (30) working days;

- (f) 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 ( $1/12$ ) of their vacation entitlement for that year for each month or portion of a month greater than one-half ( $1/2$ ) worked to the date of termination.

PROVIDED THAT

- (g) "calendar year" for the purposes of this Agreement shall mean the twelve- month period from January 1st to December 31st inclusive.
- (h) Upon hiring, an employee from another municipal employer may be started at any level on the vacation schedule set out above at the discretion of the General Manager, Human Resources Services or designate. New employees who receive recognition for service under this provision will not receive recognition in other areas, such as but not limited to seniority or length of service and will not receive further recognition for future vacation entitlements as described in the Collective Agreement.
- (i) In all cases of terminations of service for any reason, adjustment will be made for any overpayment of annual vacation.
- (j) Employees leaving on superannuation, or upon leaving on reaching maximum retirement age, are entitled to vacation as follows:
- if retiring prior to April 1st, they receive half of the usual annual vacation;
  - if retiring April 1st or later, they receive the full annual vacation.
- (k) An employee who is entitled to annual vacation of twenty-five (25) working days or more in any year:
- (i) shall take at least twenty (20) working days of such annual vacation during the year in which it is earned, and
  - (ii) may defer the taking of any part of such annual vacation in excess of twenty (20) working days; provided however that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause 9.1(k) shall be twenty (20) working days.

When an employee's deferred vacation bank reaches the maximum and the employee has unused vacation in a calendar year, the Employer may, at its discretion, pay out the unused vacation for that year.

- (l) An employee's start date shall not be adjusted as a result of a leave of absence. However, the employee's annual vacation shall be adjusted in accordance with Clause 10.10(b).

(m) In each calendar year, an employee may request a single payment for previously earned deferred vacation, early retirement, or public holiday banks upon completion of three (3) years' continuous service. Requests must be made to the General Manager or designate by 31 August of each calendar year. Payment of requests will occur after 31 August of each calendar year.

(n) Early Retirement

Employees entitled to twenty-five (25) or more days of annual vacation shall be entitled to defer up to five (5) days per year of vacation into an Early Retirement Bank. An employee entitled to thirty (30) or more days of annual vacation shall be entitled to defer up to ten (10) days per year of vacation into an Early Retirement Bank. Such deferred vacation may only be taken immediately prior to retirement. The Employer may, at its sole discretion, permit an employee to use such banked vacation under other circumstances.

9.2 Supplementary Vacation

Employees shall be entitled to five (5) working days of supplementary vacation, in addition to the annual vacation under Clause 9.1 upon commencing the eleventh (11<sup>th</sup>), sixteenth (16<sup>th</sup>), twenty-first (21<sup>st</sup>), twenty-sixth (26<sup>th</sup>), thirty-first (31<sup>st</sup>), thirty-sixth (36<sup>th</sup>), forty-first (41<sup>st</sup>) or forty-sixth (46<sup>th</sup>) calendar year of service. These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited but prior to the one in which the next five (5) days are credited.

It is understood between the parties that each employee shall become entitled to supplementary vacation under this Clause 9.2 on the first day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies. (An explanatory note and table is annexed hereto as Schedule "D" for the purposes of clarification.)

9.3 Public Holidays

(a) Regular Full-Time Employees shall be entitled to a holiday with pay on the following public holidays:

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

and any other day appointed by City Council to be a civic holiday

- (b) If 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 may choose a substitute or alternate day as the recognized holiday for some employees. The Employer may, instead of having all employees observe the public holiday on the same day, declare both the Friday immediately preceding the public holiday and the Monday immediately following the public holiday for the observance of the public holiday. Those employees designated by the Employer shall be entitled to a holiday with pay in lieu on the Friday and those employees designated by the Employer shall be entitled to a holiday with pay in lieu on the Monday named by the Employer. The Employer may designate some employees to observe the holiday on the actual day of the public holiday.

Notwithstanding the above paragraph, whenever Christmas and Boxing Day fall on Saturday and Sunday, the Employer may designate the immediately following Monday and Tuesday as the days for some or all employees to observe the public holidays.

- (c) Prior to the beginning of each calendar year, the Employer and the Union may discuss which days will be considered as the recognized public holiday for purposes of applying the public holiday premium pay for working on the recognized public holiday. It is understood that employees shall be paid public holiday premium pay only once for the same holiday.

(d) Pay for Public Holidays

(1) Employees not normally required to work on public holidays:

- (a) Regular Full-Time Employees who are not normally required to work on public holidays and who do not work on a public holiday which is observed on a normal work day shall receive the public holiday day off with pay.
- (b) Regular Full-Time Employees who are not normally required to work on public holidays and who do not work on a public holiday which is observed on a normal day off shall receive another day off with pay in lieu of the holiday or pay for the day.
- (c) Regular Full-Time Employees who are not normally required to work on public holidays, but are required to do so, shall be paid at their normal rate of pay for the public holiday and in addition will receive compensation at double (2X) their normal rate of pay for the hours that they are required to work on the public holiday. The employee shall, at the time of working the public holiday, elect whether to be paid for doing so or to receive compensating time off in lieu thereof.

- (2) Employees whose duties normally require them to work on public holidays or on scheduled shift work:
- (a) Regular Full-Time Employees whose duties normally require them to work on public holidays and who do work on the day which is observed as a public holiday shall:
    - (i) be paid a public holiday premium of one and one-half times (1½X) the employee's normal rate of pay for the hours worked on the holiday; plus
    - (ii) be entitled to an additional day off with pay in lieu of the holiday.
  - (b) Regular Full-Time Employees whose duties normally require them to work on public holidays but are not required to work on a public holiday that is observed on a normal day off shall receive another day off with pay in lieu of the holiday or pay for the day.
  - (e) Time worked on a public holiday or on the day off given to the employee in lieu of a public holiday shall not be treated as overtime except as provided in Clause 8.1.
  - (f) For purposes of this Clause, where an employee works a shift that commences on or concludes on a day designated as a public holiday, the shift shall be considered to have been completely worked on the day on which the employee worked the majority of the regular shift.
  - (g) For purposes of this Clause, compensation for public holidays shall be in accordance with the following: basic annual public holiday hours shall be calculated as 12 public holidays x the number of daily hours as per a 5-day week. E.g.  $12 \times 7 = 84$  (35 hr week), or  $12 \times 7.5 = 90$  (37.5 hr week), or  $12 \times 8 = 96$  (40 hr week).

## 10. EMPLOYEE BENEFITS

It is hereby agreed that the employee benefits contained herein shall be continued for the term of the Agreement.

### 10.1 Benefit Administration

Subject only to Schedule "E", Part 2.1, the Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans.

## 10.2 Medical Coverage

### (a) Medical Services Plan (MSP)

Effective the first day of the month following the date of hire, employees shall be entitled to be insured under the Medical Services Plan established under the Medical Services Act of British Columbia with the Employer paying seventy-five percent (75%) of the premium and the employees paying twenty-five percent (25%) of the premium.

### (b) Extended Health Care Plan (EHC)

Effective the first day of the month following the date of hire, employees shall be entitled to be insured under 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) Eye exams to a maximum payable of \$100.00 per person per twenty-four (24) month period;
- (2) Vision care, including coverage for laser eye surgery, to a maximum payable of \$450.00 per person per twenty-four (24) month period;
- (3) Hearing aids to a maximum payable of \$700.00 in a sixty (60) month period;
- (4) Orthopedic shoes to a maximum payable of \$400.00 for adults/\$200.00 for children in a calendar year and orthotics to a maximum payable of \$300.00 every five (5) years;
- (5) Diabetic equipment and supplies, ostomy supplies, and clinical psychologist services (\$600 per year);
- (6) Chiropractor and naturopath services to a combined maximum of \$500.00 per calendar year; physiotherapist and massage practitioner services to a combined maximum of \$600.00 per calendar year; podiatrist services to a maximum of \$350.00 per calendar year; and acupuncture treatments to a maximum of \$250.00 per calendar year; and speech language pathologist services to a maximum of \$100.00 per calendar year;
- (7) In cases where an eligible drug can be substituted with an available generic drug, the Extended Health Care Plan shall reimburse the price of the lower cost generic drug, unless the physician indicates "no substitutions" on the prescription;

- (8) Dispensing fees will be eligible for reimbursement in accordance with the terms of the Plan, up to the maximum dispensing fee per prescription eligible for reimbursement under the British Columbia PharmaCare program.

The EHC lifetime maximum coverage under this Plan will be \$1,000,000 per person. The Plan has an annual deductible of \$100.00.

The Employer shall pay one hundred percent (100%) of the premium.

### 10.3 Group Life Insurance

- (a) Effective the first day of the first full pay period worked following the date of hire, employees shall be insured under a group life insurance policy which has been taken out by the Employer on behalf of the employees. The group life insurance policy includes among other benefits coverage for each of such employees in an amount equal to one and one-half (1½) times the employees' basic annual salary which shall be computed to the next highest \$1,000.00 subject to the terms and conditions of the group life insurance policy. Group Life Insurance will continue until the date of the employee's retirement or the day before the employee reaches the age seventy-five (75), whichever occurs first. The Employer shall pay seventy-five percent (75%) of the premium and the active employees shall pay twenty-five percent (25%) of the premium.

Eligibility for life insurance coverage will extend to age seventy-five (75). This age threshold for eligibility shall be reviewed on five (5) year intervals from December 31, 2016. The age threshold for eligibility will be adjusted upward or downward to the nearest full year based on the change in average life expectancy from December 31, 2016 to the year of the review. Life expectancy shall be determined using the most recent published data from Statistics Canada available as of December 31, 2016 and the review date.

#### (b) 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) up to a maximum of two hundred and fifty thousand dollars (\$250,000). An employee shall pay one hundred percent (100%) of the premiums for the optional coverage and such coverage will not be extended beyond the age of sixty-nine (69).

### 10.4 Dental Services Plan

The Employer agrees to provide a dental plan for the benefit of employees, effective the first of the month following date of hire, which provides for the following services:

- (a) Basic Dental Services (Plan A) paying for 80% of the approved schedule of fees;

- (b) Prosthetics, Crowns and Bridges (Plan B) paying for 50% of the approved schedule of fees;
- (c) Orthodontics (Plan C) paying for 50% of the approved schedule of fees to a lifetime maximum of \$3000 for dependent children and adults as defined by the Plan;
- (d) The Employer shall pay seventy-five percent (75%) of the premium and the employees shall pay twenty-five percent (25%) of the premium.

#### 10.5 Same Sex Benefit Coverage

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.

#### 10.6 Sick Leave and Gratuity Plan

Eligible employees shall be entitled to the benefits of the Accumulative Sick Leave and Gratuity Plan as follows:

##### A. SICK LEAVE

##### (1) Sick Pay Plan

A Sick Pay Plan based on the following, shall apply to all employees:

- (a) No sick leave with pay shall be granted except after six (6) months' continuous service in the employ of the Employer;
- (b) Sick leave of ten (10) working days shall be credited semi-annually on June 30th and December 31st commencing with the completion of the first six (6) months of service at which date ten (10) working days credit shall be given;
- (c) 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. Note: When sick credits are exhausted, no further credits are posted to an employee's record unless the employee returns to duty for at least five (5) consecutive working days;
- (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 may be accumulated to a maximum of 261 working days;

- (f) A deduction shall be made from accumulated sick leave credits for all hours absent with pay due to illness except those resulting from an accident on the job for which the employee is covered by Workers' Compensation payments.

Deductions shall be made if the injury is not covered by Workers' Compensation solely because time absent is less than the qualifying period.

Note 1: See Clause 10.6 B(2) for non-effect on gratuity benefits.

Note 2: A deduction will be made for all hours absent due to late arrivals and early departures for illness where the absence exceeds two hours.

- (g) Full sick leave credits will be given for absence in the following circumstances:

- (1) Accident on job (Workers' Compensation case)
- (2) Leave due to illness, either with or without pay
- (3) Leave for active service in Armed Forces.

- (h) 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 person is unable to carry out their duties due to illness.

- (i) Notwithstanding the foregoing, employees who have completed thirty (30) calendar days of continuous service shall be entitled to an advance of not more than five (5) days of sick leave with pay; provided that if any of such employees have been advanced sick leave with pay under this clause and leave the service of the Employer for any reason prior to the completion of six (6) months of continuous service, the advanced payment shall be repaid to the Employer by deduction from the employee's pay cheque.

- (2) Other Employees of the Employer Transferred to Positions Covered by this Agreement

Such employee shall be given the same credit as employees covered by this Agreement, the initial accumulated net credit at date of transfer, shall be determined by a summarization of the attendance records for the preceding six (6) years.

(3) Workers' Compensation 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, subject to Clause 10.6A(3)(c);
- (c) Salaried employees under Workers' Compensation Allowance will be paid their approximate net salary for a maximum of one (1) year plus the equivalent of the accumulated sick leave credit. The sick leave credit would be charged with the time in excess of one (1) year and the Employer would receive the Workers' Compensation Board cheque for the full period.

Employees receiving Workers' Compensation Allowance for a recurrence of an injury or ailment suffered prior to employment on the Employer's salaried employees will not be subject to payment of full salary.

(4) Sick Leave Recovery

- (a) 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 Worker's Compensation benefits, and for which a third party may be responsible;
  - (1) As a condition of benefit entitlement, an employee must sign a reimbursement agreement with the Employer consistent with the Collective Agreement and this clause within twenty-one (21) calendar days from the date the request is received by the employee.
  - (2) The employee must immediately advise the third party of the City's subrogation rights and provide a copy of this clause to the third party.
  - (3) The employee must submit, as part of any claim, a request for a sum in respect of all lost wages.

- (4) If the employee's claim in respect of lost wages is successful through a negotiated settlement or court award, the employee shall be obliged to reimburse the City the amount received for lost wages from the third-party or the actual sick leave benefit received, whichever is lesser.
- (b) Upon reimbursement to the Employer of the monies obliged under sub-clause 10.6A(4)(a) above, the Employer shall credit the employee with the number of days of sick leave proportionate to the amount so recovered, and in addition thereto the number of days which the employee would have earned under the Gratuity Plan during the period of the disability but for such disability.

## B. GRATUITY PLAN

### (1) How Accumulated

A credit of three (3) working days per annum shall be given for each year of service, or, for part of a year a credit of one (1) day for each four (4) months of service, which may be accumulated to a maximum of 120 working days.

### (2) Deduction

A deduction shall be made from the current year's gratuity credits for all days absent on sick leave with pay, except that such deduction shall not exceed one (1) working day in each four (4) month segment of the calendar year. The total gratuity credited to each employee at December 31st of each calendar year will remain to such employee's credit regardless of time lost in any subsequent year through illness or any other reason.

### (3) Establishment

- (a) Transferred employees or new groups placed under this plan shall receive benefits from the same date that such employees come under the "Sick Pay Plan" and the initial net credits shall be determined by a summarization of the attendance records for the past six (6) years' employment with the Employer.
- (b) New employees in any of the above groups commence accumulating from the effective date of employment, but receive no credits until the completion of six (6) months' service. Temporary employees commence accumulating after one (1) year of service.

(4) Gratuity Leave

An employee who has completed not less than three (3) years of continuous service and is eligible for gratuity leave may be granted leave up to the number of gratuity days accumulated. An employee's right to gratuity leave shall be subject at all times to the exigencies of the Department of the employee and to the discretion of the General Manager or designate.

(5) Payment in Cash

In each calendar year, an employee may request a single payment for gratuity days accumulated, upon completion of three (3) years' continuous service. Requests must be made to the General Manager or designate by 31 August of each calendar year. Payment of requests will occur after 31 August of each calendar year.

An employee or the employee's estate (as the case may be) shall be entitled to payment in cash for gratuity days accumulated in the event of normal retirement at minimum to maximum age, death in the service, permanent disability or leaving the service after completion of three (3) years' continuous service.

(6) Procedure for Delaying Gratuity Payments on Termination of Service

Payment of the amount of gratuity, or any part thereof calculated as of the termination date of service with the Employer may, with employee's consent, be delayed for a period not exceeding twelve (12) months. If an employee desires to delay the payment of any of the gratuity, the employee shall notify the General Manager, Human Resource Services to that effect prior to the last day of work for the Employer. The delayed amount shall be paid in a single sum, plus interest, for the period of the delay at a rate to be determined from time to time by the Director of Finance.

(7) Employment Insurance Rebate

The employees' share of the Employment Insurance Rebate shall be paid to the Employer to partially offset the cost of the gratuity plan.

C. FAMILY ILLNESS

Where no one other than the employee can provide for the needs of an immediate member of the employee's family (spouse, child, parent) during an illness, an employee shall be entitled, after notifying the employee's immediate Supervisor, to use up to three (3) accumulated sick leave days per calendar year for this purpose. In exceptional circumstances the employee's Manager may approve additional leave.

In order to comply with the requirements regarding eligibility for Employment Insurance rebates, only those employees who have more than twelve (12) days' sick leave credits are entitled to use sick leave for family illness as outlined herein.

#### 10.7 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.

#### 10.8 Compassionate 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 Compassionate Leave, employees in same sex relationships as defined under Clause 10.5 shall be entitled to the provisions of this clause.
- (b) Any employee who qualifies for compassionate leave without loss of pay under Clause 10.8(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 10.8(a) and 10.8(b) shall be submitted to the employee's General Manager or designate who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for compassionate leave without loss of pay under Clause 10.8(a) herein may be granted such leave when on annual vacation if approved by the General Manager or designate. An employee who is absent on sick leave with or without pay or who is absent on Worker's Compensation, shall not be entitled to such emergency leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the General Manager or designate, 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 10.8(a).

## 10.9 Maternity and Parental Leave

### (a) Length of Leave

#### (1) Birth Parent

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to sixty-one (61) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

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

#### (2) Non-Birth Parent

An employee who is not entitled to leave under clause 10.9(a)(1) and is a birth or adoptive parent shall be entitled to up to sixty-two (62) consecutive weeks of parental leave without pay. The employee shall commence the leave within seventy-eight (78) 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 or parental leave by up to an additional six (6) consecutive weeks' leave without pay where:

- (a) A physician certifies the employee as unable to return to work for medical reasons related to the birth; or
- (b) 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.

### (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) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- (4) 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.
- (5) 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.
- (6) 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

(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 10.9(d)(1), an employee on maternity leave or parental leave who has notified the General Manager or designate of their intention to return to work pursuant to paragraph 10.9(b)(5) 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.

(f) Supplementary Employment Insurance Benefits (SEIB) – Birth Parents

- (1) A birth parent who is entitled to maternity leave as provided for in Clause 10.9 of the Collective Agreement and who has applied for and is in receipt of Employment Insurance benefits is eligible to receive SEIB Plan payments. The Employer shall provide SEIB information to eligible applicants who request maternity leave.
- (2) Subject to the approval of the Employment Insurance Commission, birth parents who, due to the death or total disability of the birth parent, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth, or as provided for in Paragraph 2 above.
- (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings. SEIB is paid for the first seventeen (17) weeks of maternity leave, which includes the Employment Insurance waiting period.
- (5) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

## 10.10 General Leave of Absence

- (a) Requests by employees for leaves of absence without pay for up to one (1) year may be granted at the discretion of the Employer and providing the employee can be spared without materially affecting the operation of the employee's work area. Requests shall be submitted on a form, provided by the Employer, to the General Manager or designate. 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 Allowance

The vacation allowance of any employee 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 allowance to the nearest half-day for each excess month or portion of a month greater than one-half.

(c) Leave for Writing Examinations

It is the Policy of the Employer to grant leave with pay to employees who are writing examinations where the subjects of the examination lead to qualifications which are directly concerned with Municipal Duties.

Any employee who intends to register for a study course which will involve taking time off during working hours to write examinations should apply to the General Manager or designate, who in turn will forward it to the General Manager, Human Resource Services with a recommendation. The General Manager, Human Resource Services will act, or report on the request in accordance with the following regulations:

- (1) That obtaining High School graduation be the obligation of the employee and leave of absence with pay to write examinations at or below this level be not granted.
- (2) That leave of absence with pay, (limited to two attempts at any subject or course year) be granted to employees, upon application, to write examinations:

First Year University standard in the subjects of Mathematics and English.

The Association of Professional Engineers and Geoscientists of B.C., and of the Corporation of B.C. Land Surveyors.

Any other professional groups having comparable studentship or examination system to The Association of Professional Engineers and Geoscientists of B.C. and the Corporation of B.C. Land

Surveyors, providing such professional training is applicable to municipal work.

The Municipal Administration Course, whether or not the Employer pays the course fees.

Any course which has been approved by the Employer and for which the Employer pays the course fees.

- (3) That the Employer will consider on an individual basis, other requests, and will decide on the basis of whether or not the course is of direct value to the Employer.
- (4) That employees who write examinations that are not subject to time off with pay be allowed, subject to operational requirements to use current vacation entitlement, any banked time or, in the absence of the foregoing, leave of absence without pay, if they so request.

(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 will then be expected to take the full authorized period. This provision is required to eliminate unnecessary payroll adjustments and to avoid terminating the services of temporary replacements prior to the period for which they were employed.

(e) Effect of Leave of Absence on Increment Dates

Leaves of absence of one-half (½) month or more shall cause postponement of increments, according to period of leave.

(f) Election Leave

Where an employee is a candidate in a federal or provincial election or an election for a municipal council or a related board they shall be granted, upon written application, leave of absence without pay for the purpose of campaigning for such election and for the duration of their first term in office if elected. Employees returning from a leave of absence following an election campaign shall return to their previous position. Employees returning from a leave of absence following their first term in office shall return to any vacancy at or below their previous pay grade for which they are qualified. Paragraphs (b), (d) and (e) above shall apply to such leaves.

10.11 Court Attendance and Jury Duty

(a) Jury Duty and Witness Fees

Any employee called for jury duty or as a witness will be allowed time off

during the period of such duty. The employee's regular pay will be continued and any remuneration received for such duty will be remitted to the Director of Finance.

(b) Expenses Incurred

The Employer does 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) Method of Reporting

All absences, even if less than two (2) hours, shall be reported.

10.12 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 Superannuation will be in accordance with the Pension (Municipal) Act.

(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 Employer in/or related to the particular position for which application is made will also be considered. The General Manager, Human Resource Services or designate will decide the appropriate step in the salary range in each case.

10.13 Municipal Pension Plan

In accordance with the Municipal Pension Plan Rules, where, due to a layoff, an employee's hours of work are reduced or employment status changed, the employee shall continue to contribute to the Municipal Pension Plan.

Where an employee has, prior to retirement, paid the full cost of extending their pensionable service by purchasing time served by the employee in a probationary capacity with the Employer which has not heretofore been considered as pensionable service, the Employer shall, upon the employee's retirement, reimburse the employee for one-half (½) of the costs previously paid by the employee provided the employee has reached the minimum retirement age. This

provision is subject to the provisions of the Municipal Pension Plan and the maximum period of time that the Employer will cost share with the employee is six (6) months.

## 11. WORKING CONDITIONS

### 11.1 Work Week

#### A. Standard Hours of Work

- (1) The standard hours of work of employees shall be seven (7), seven and one-half (7½), or eight (8) continuous hours of work occurring between the hours of 7:00 a.m. and 7:00 p.m. The standard hours of an employee shall be dependent on the recognized daily and weekly hours for the classification of the position occupied. The standard work week shall consist of five (5) consecutive working days, Monday through Friday inclusive. The standard hours of work are exclusive of a one (1) hour unpaid lunch break and inclusive of two (2) ten (10) minute paid rest periods.

The unpaid lunch break may be set at thirty (30) minutes or extended to sixty (60) minutes where;

- (a) the employee requests and the Employer determines it to be operationally feasible; or
- (b) the Employer determines it to be operationally required.

An employee's lunch break shall be scheduled such that the employee does not work more than five (5) consecutive hours without an unpaid lunch break. This is not applicable where there is an agreement between the Employer and the Union for an employee(s) to work through their lunch break.

- (2) The standard hours of work of employees shall normally be scheduled between 8:30 a.m. and 5:30 p.m.
- (3) The General Manager of each business unit (or exempt designate) shall determine the start time for an employee's standard hours, within the 7:00 a.m. to 7:00 p.m., Monday to Friday period.

#### B. Non-Standard Hours of Work

- (1) The Employer and the Union recognize that there are a number of positions, classifications and sections (including six (6) and seven (7) day week operations) which may require work on Saturday and/or Sunday, afternoon, evening or rotating shift schedules, or flexible work schedules. Where a six (6) or seven (7) day operation is required, the standard work week may be any five (5) days with two (2) consecutive days of rest except when required to change work weeks. Where there

is a change in work weeks the Employer will ensure that the employee will receive the appropriate number of days off over the course of the shift change(s).

The standard hours of work of employees shall be seven (7), seven and one-half (7½), or eight (8) continuous hours of work depending on the recognized daily hours for the classification occupied.

The standard hours of work are exclusive of a one (1) hour unpaid lunch break and inclusive of two (2) ten (10) minute paid rest periods.

An employee's lunch break shall be scheduled such that the employee does not work more than five (5) consecutive hours without an unpaid lunch break. This is not applicable where there is an agreement between the Employer and the Union for an employee(s) to work through their lunch break.

- (2) The General Manager of each business unit (or exempt designate) may vary the employee's start time by one-half hour prior to or after the previously agreed upon shift times.

Notwithstanding the above, where a range of hours has been established for an operation, the General Manager (or exempt designate) may vary the start and stop times of an employee's shift within the range of hours of the operation.

#### C. Changes to Hours of Work

- (1) Where the General Manager (or exempt designate) adjusts an employee's start time pursuant to Clause 11.1A or B above, and such changes are for five (5) shifts or less, the employee shall be given forty-eight (48) hours' notice of such change. Where the adjustments are on an ongoing basis or in excess of five (5) shifts, the employee shall be given ten (10) calendar days' notice.

Where the adjustments are on an ongoing basis or in excess of five (5) shifts, and the adjustments impact one or several employees within a particular classification and work group, the adjusted schedule will be first offered in order of seniority to employees in the classification and work group who are qualified and able to perform the work and, if no employees volunteer, assigned to those employees in reverse order of seniority.

- (2) Where the General Manager (or exempt designate) intends to alter an existing employee's hours of work beyond those permitted in A or B above (including amending an employee's hours to include Saturday and/or Sunday, afternoon, evening or rotating shift schedules or flexible work schedules), then the Employer shall proceed under the Letter of Understanding on Hours of Work attached to the Collective Agreement.

- (3) Changes to an employee's hours of work made pursuant to this clause may be implemented earlier with the consent of the employee.

D New or Vacant Positions

- (1) For new or vacant positions, the Employer shall be able to determine the start and stop times, days of the week and shift schedules provided that:
  - (a) the establishment of the start and stop times, days of the work week, and shift schedules shall be based on bona fide business reasons;
  - (b) new and vacant position(s) shall be established on an alternate work schedule such as Earned Days Off, nine day fortnight, a four day work week or on the Park Board flexible scheduling system;
  - (c) the existing daily and weekly hours normally recognized for the classification of the position shall be used;
  - (d) non-standard shift start times and days of the week shall be included in the job posting prior to the position being filled; and
  - (e) split shifts shall not be created.
- (2) Upon filling the position on a regular basis, Sections A, B and C of Clause 11.1 shall apply.
- (3) Where the Employer intends to establish new positions on or convert existing vacant positions to non-standard hours, the Employer further agrees that:
  - (a) the Union will be provided with at least fifteen (15) working days prior notice of the proposed hours of work for the positions so as to afford the Union reasonable opportunity to consider them and make representations with respect to changes to the proposed non-standard hours;
  - (b) any applicable premiums currently provided for in the Collective Agreement will be reviewed at that time;
  - (c) this provision will not be used to revert positions from the EDO system or a compressed work week back to a five day week; and
  - (d) the Hours of Work Umpire, is not bound to accept an Employer argument that the hours of work of existing employees should be altered simply because one or more new or vacant positions

have been established on a non-standard basis (see Section B – Formal Change to Hours of Work of the Letter of Understanding on Hours of Work dated 1995 November 16).

E. Earned Days Off (EDO)

The provisions of EDO shall be found in Schedule "H" which is attached to and forms part of this Collective Agreement.

11.1.1 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):

(1) An employee other than a school student on a school day, (i.e. those who attend a recognized educational institution in B.C.), 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) hours pay at the regular hourly rate.

(2) An employee who attends a voluntary staff meeting 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. This subsection shall apply to a maximum of four (4) such meetings in a calendar year. An employee who is absent from a voluntary staff meeting compensated pursuant to this section shall not be subject to any adverse consequence related to that absence.

(c) In any case where an employee

(1) reports for a regular shift but refuses to commence work, or

(2) commences work but refuses to continue working

the employee shall not be entitled to receive the minimum payments set forth in subsections (a) and (b).

11.2 Posting Positions and Filling Vacancies

(a) Posting

The Employer agrees that, before:

(i) permanently filling any vacant Regular Full-Time or Regular Part-Time positions, or

- (ii) filling a Regular Full-Time or Regular Part-Time position which has become temporarily unoccupied due to a maternity leave, or
- (iii) filling Temporary Full-Time positions or encumbered but temporarily unoccupied regular positions or Acting Assignments which are expected to exceed five (5) months in duration;

such positions shall be posted for ten (10) calendar days in such conspicuous places as may be designated by the Employer at work sites of the Employment Pool, provided, however, that nothing in this provision shall require the Employer to fill positions that are vacant or temporarily unencumbered.

(b) Employees' Eligibility to Apply on an Equal Basis for Posted Positions

All Regular Full-Time, Regular Part-Time, Auxiliary and Temporary Full-Time Employees who have acquired seniority shall be entitled to apply on an equal basis for any posted position in accordance with Clause 11.3(a).

(c) Temporary Positions

- (1) Subject to 11.2(c)(2), 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.
- (2) Where a Regular Full-Time Employee is appointed to a temporary position and works continuously for a minimum of two (2) years following their appointment to that posted temporary position, the employee shall be transferred to a position of equal value to that Temporary Full-Time position without loss of seniority when the temporary work is completed.
- (3) Positions not previously posted as per Clause 11.2(a)(iii) because they were not expected to exceed five (5) months in duration, shall be examined after four (4) months to determine if they are expected to run longer than five (5) months or to be converted to regular status. Positions that are expected to continue beyond five (5) months or positions that are converted by Council to regular status shall be posted in the usual manner provided that the position may be automatically extended beyond five (5) months for a period not to exceed four (4) months in duration in order to either post and fill the position or to cover the balance of the assignment where it is clear the assignment will end within the four (4) month period. The parties may mutually agree to extend such timelines in the event a temporary position is in the process of being converted to regular status by Council.

(d) Procedures for Employees on Vacation or Authorized Leave

- (1) Where an employee wishes to apply for a position which is expected to become vacant while the employee is on authorized leave of absence or on vacation, application for such position may be made 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 is selected for a position must be available for employment in that position not later than one (1) month following the date of selection.
- (2) 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, on return, 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 certified for the position.

(e) Union Notification

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 Employment Pool.

(f) Posting Information

All notices of vacancies posted pursuant to this clause shall contain the following information:

- (1) nature of position;
- (2) required qualifications, knowledge, education and skills;
- (3) wage or salary rate or range;
- (4) shifts (if any) and for Regular Part-Time positions
  - (i) core hours; and
  - (ii) initial number of days and hours to be worked, if known;
- (5) anticipated length of any temporary assignment, if posted; and
- (6) a statement that the position falls within the jurisdiction of CUPE Local 15 (VMECW).

(g) Change of Jurisdiction

All employees who are successful in any competition shall receive full credit for their length of service within the City of Vancouver, Park Board, Britannia Community Services Society, and Ray-Cam Cooperative Association for purposes of determining seniority, salary step placement,

annual vacation entitlement, sick leave benefits, and other benefits affected by length of service.

(h) Filling of Vacancies

(1) Applications

Eligible employees referred to in Clause 11.2(b), who submit applications, will be assessed on the basis of qualifications, experience, seniority, and personal suitability for the position. The names of up to three (3) qualified applicants ranking highest in order of merit will be assessed and a selection made in accordance with Clause 11.3(a).

(2) Where there are no qualified applicants under Clause 11.2(b), the position may be filled from outside applicants.

(3) When filling vacancies for positions at Pay Grade 26 and above, the process in Clause 11.2(h) (1) and (2) above shall not apply. In filling those vacancies, eligible employees referred to in Clause 11.2(b) and those who are considered external applicants shall be considered at the same time, on the basis of qualifications, experience, and personal suitability for the position.

11.3 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, seniority shall be the determining factor. Pursuant to Clause 11.2(h)(3), where internal and external applicants are considered equally qualified in terms of their skill, knowledge and ability, preference will go to the internal applicant.

(b) Trial Period

(1) 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 the previous position held or to a position of equal value for which the Employer deems the employee to be qualified.

(2) The employee may elect to return to their previously held position, provided the employee gives written notification before the earlier of:

- (i) sixty (60) calendar days after commencing work in the new position; or
- (ii) The closing date of the first posting of their previously held position; and,

provided the previous position still exists.

(c) Pay Rates Upon Promotion

The following provisions respecting pay rates shall apply to an employee on promotion:

- (1) 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.
  - (2) 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 step above the employee's present rate.
  - (3) 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.
  - (4) The provisions of this clause shall be deemed to apply when the employee is assigned supervisory responsibilities by the General Manager or designate which includes directing the course of work of a subordinate(s), including being responsible for the quality and quantity of the subordinate's work.
- (d) A transfer is considered the movement of an employee from one position to another having the same maximum salary rate. If an employee is changed to a position in a class having a higher pay range than the class from which the employee was moved, such change shall be considered a promotion and the provisions governing promotions shall apply. If an employee is changed to a position in a class, the salary range of which has a maximum that is lower than the maximum of the class from which the employee was transferred, such change shall be deemed a demotion and the employee will receive the step reflective of their overall service at or above the new pay grade.
- (e) Transfer requests are submitted to, and are subject to the approval of, the General Manager or designate.
- (f) If a position becomes vacant, an employee of the Park Board with the same classification as the vacant position may be transferred into the vacant position without it being posted. The position subsequently becoming vacant would be posted and filled in accordance with Clauses 11.2(h)(1) and 11.2(h)(2). Transfers under this provision shall be subject to the grievance procedure.
- (g) Transfers of employees between the Park Board and other City Departments will be posted and filled in the usual manner.

- (h) In the situation where a vacancy does not exist but where it is desirable to switch or rotate employees of the same classification from one position to another within the Park Board, the following procedure will apply: The General Manager or designate shall discuss the proposed transfer with the employees involved and shall have the authority to effect the transfer without the positions being posted. If in the event that the employees concerned feel that such a transfer would result in some form of inequity or prejudicial treatment, the grievance procedure as set out in Clause 15 may be initiated.

#### 11.4 Probationary Period

- (a) Except as provided for in Clause 11.4(b), new Regular Full-Time Employees shall be placed in a probationary capacity until the completion of six (6) months' service.
- (b) Employees appointed from outside the service to a classification involving supervisory or technical responsibility and those listed hereunder shall serve a probationary period of one (1) year during which the employee must demonstrate their ability to perform the work satisfactorily
- Manager, Purchasing and Stores - Parks Board  
Chief Cashier  
Supervisor, Conservatory  
Stationary Equipment Operator - Conservatory
- (c) The probationary period shall be for the purpose of determining an employee's suitability for permanent employment in that position in which the employee 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.
- (d) A probationary employee's suitability for regular employment will be decided on the basis of factors such as:
- (1) the quality of work
  - (2) conduct
  - (3) capacity to work harmoniously with others
  - (4) ability to meet production standards set by the Employer
- (e) If a probationary employee continues in the same position on a regular basis, holiday benefits and other perquisites referable to length of service shall be based on the accumulated service with the Employer and seniority shall be based on the time worked and/or paid in the bargaining unit both subject to Clause 12.1(a)(3).

## 11.5 Layoffs and Bumping

The provisions of this Clause apply to temporary layoffs while the Letter of Understanding - Layoff and Recall attached to this Agreement is in effect.

- (a) Where in the opinion of the Employer it is necessary to reduce the work force for any reason the Employer may lay off Regular Full-Time and Regular Part-Time 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) Regular Full-Time and Regular Part-Time Employees who are subject to a layoff under Clause 11.5(a) may exercise their seniority in the Employment Pool 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 Employment Pool and if they are displaced pursuant to this clause they shall be laid off. Employees must exercise their rights under this Clause 11.5(b) not later than ten (10) days following the receipt of notice of layoff given pursuant to Clause 11.5(c).
- (c) Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer and subject to the provisions of the Vancouver Charter the Employer shall give to the Regular Full-Time and Regular Part-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 Regular Full-Time or Regular Part-Time 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 Regular Full-Time and Regular Part-Time 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 11.5(e)

the words "major layoff" mean a 10% or more reduction in the work force within the Employment Pool due to a reduction in the budget of the Employer. This Clause 11.5(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.

#### 11.6 Recall

The provisions of this Clause are amended by the Letter of Understanding - Layoff and Recall attached to this Agreement.

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:
  - (1) the Employer shall make every reasonable attempt to contact the employees in order of their seniority in the Employment Pool 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;
  - (2) upon making contact with an employee, the Employer shall specify the time when the employee shall report for work;
  - (3) 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 Employment Pool;
  - (4) 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 General Manager, Human Resource Services may approve, which approval shall not be unreasonably withheld;
  - (5) it shall be the responsibility of all employees who have been laid off and wish to be recalled by the Employer to keep the General Manager, Human Resource Services 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.

- (6) 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.
- (7) The offer of temporary and/or auxiliary assignments to Regular Full- Time and Regular Part-Time Employees with seniority who have been laid off shall not be considered a recall. An employee who accepts such temporary and/or auxiliary work shall not receive a further layoff notice at the conclusion of such work. Employees who decline such work will not be considered to have refused a recall.

#### 11.7 Changes Affecting the Agreement

The Employer agrees that any reports or recommendations made to the Employer dealing with matters covered by this Agreement, including recommendations for changes in method of operation that may affect wage rates, work loads or reduction of employment, will be communicated to the Union at such interval before they are dealt with by the Employer as to afford the Union reasonable opportunity to consider them and make representations to the Employer 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.

#### 11.8 Directives Interpreting the Agreement

When the General Manager, Human Resource Services issues written directives regarding the interpretation and/or application of the Collective Agreement, a copy of the written directive will be provided to the Union.

#### 11.9 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) 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 contained in Clause 15. 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 General Manager 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 General Manager or designate.
- (d) For the purpose of this clause, "personnel file" refers to the single official file in the Park Administrative office.
- (e) Discipline letters will be removed from an employee's personnel file four (4) years from the date the letter is issued upon application by the employee provided no further incident of misconduct has occurred.

#### 11.10 Procedure for Obtaining Membership Information

The parties agree that upon the written request of the Union for membership data information, the General Manager, Human Resource Services shall provide to the Union all of the information that is available from the City's records and will establish a system for updating and maintaining that information at intervals that are consistent with the City's system.

#### 11.11 Employees with Disabilities

The Employer and the Union agree to cooperate with each other in making every reasonable effort to provide opportunities for older employees or employees with disabilities to retain employment, recognizing the Employer is not obliged to create work as part of the accommodation process.

#### 11.12 Reclassification of Positions and Classification of New Positions

##### (a) Origin of Requests for Reclassification

Requests for reclassification may come from General Managers or designates, employees or the Union.

##### (b) Disposal

Such requests are submitted to the General Manager, Human Resource Services. If a review is approved, the Human Resource Services Department reviews the classification and makes a recommendation to the City Manager. These recommendations do not affect the rate structure established by Union contract and may be made at any time during the year.

##### (c) Establishment of New Positions

Requests for establishment of new positions involving new classifications and rates of pay come from General Managers or designates. These affect the rate structure, but must be dealt with at time of request. Recommendations as to pay rate to be discussed with the Union before they are submitted to the City Manager, but they will be submitted whether or not mutual agreement is reached.

(d) Changes in Rate

Request for changes in rates of pay may come from General Managers or designates or the Union.

(e) Council Approval

All salary and classification reports involving retroactive dates in excess of three (3) years must be approved by City Council. No additions to the permanent staff shall be given effect to without the approval of City Council.

(f) 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 (1) pay step in the new salary range, subject to Clause 11.3(c)(3). Retroactive payment will be made from the first pay period following receipt of the request.

Note: Reclassification is defined by Clause 11.12(h).

(g) Pay Adjustments Resulting from Reclassification and Revaluation

In the event a position or class of positions is reclassified or revalued downwards, each incumbent who does not trigger their entitlements under 11.12(g)(3) shall be treated at the discretion of the Employer in accordance with one or other of 11.12(g)(1) or 11.12(g)(2):

- (1) the incumbent shall with immediate effect have the 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 former pay rate and the new reduced pay rate; or
- (2) for as long as the incumbent continues to occupy any position covered by this Collective Agreement that employee shall suffer no reduction in the 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 be an entitlement; provided that at any time during the two (2) years immediately following the date when the 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 employee is qualified, and which is valued at the same level as the position was formerly valued.
- (3) An incumbent whose position is reclassified or revalued downwards by two (2) or more pay grades may elect to receive layoff notice under the provisions of this Agreement.

(h) Definitions re Certain Classification Changes

- (1) A classification change involving a change in title or salary due to a change in duties and responsibilities shall be termed a "reclassification";
- (2) A classification change involving only a revision in salary without a change in duties or responsibilities shall be termed "a salary adjustment";
- (3) A classification change involving only a change in title shall be termed a "class title change".

(i) Dispute Resolution Process

Any difference concerning the allocation of a position to an existing Schedule "A" class or to a new or amended classification established by the Employer, or the Employer's refusal to conduct a classification review, shall be dealt with in the following manner. (The following procedure shall apply in substitution for the regular grievance procedure contained in Clause 15 of the Collective Agreement):

(1) Request for Information

The Union may request the basis for an Employer's decision from the General Manager, Human Resource Services or designate within 14 calendar days of being notified of the decision. Human Resources will provide this information within 14 calendar days of the request or will advise the Union of any delays in providing the information. If the Union does not agree with the Employer's decision, and wishes to pursue the matter, the Union shall refer the issue to Step 1 below within 14 calendar days of receiving the explanatory information, giving written reasons why it disagrees with the Employer's decision and the remedy sought.

(2) Step 1

The Step 1 attendees will be the General Manager, Human Resource Services or designate, the departmental Human Resource Consultant, a City of Vancouver Compensation representative, the Department Manager or designate, the Union's Job Evaluation Representative, a Union representative and the incumbent of the position. Two additional incumbents may attend in disputes involving the review of a class involving multiple positions. The focus of the meeting will be fact-finding on job duties and responsibilities.

The Employer will respond to the Union in writing within twenty one (21) calendar days of the Step 1 meeting. If the grievance is not resolved, the Union may refer the grievance in writing to Step 2 within twenty one (21) calendar days of receiving the response.

(3) Step 2

The Step 2 attendees will be the General Manager, Human Resource Services or designate, a City of Vancouver Compensation representative, the Union's Job Evaluation Representative, and a Union representative. The focus of the meeting will be the application of classification principles in allocating the disputed position to either an existing Schedule "A" classification or a new classification established by the Employer.

The Employer will respond to the Union in writing within 21 calendar days of the Step 2 meeting.

If the grievance remains unresolved after the conclusion of Step 2, the Union may advance the grievance to Arbitration by advising the General Manager, Human Resource Services in writing within fourteen (14) calendar days of the date of the final Step 2 response.

(4) Arbitration

- (a) The parties shall agree on the Arbitrator within fourteen (14) calendar days of the referral and must request dates from the Arbitrator at that time.
- (b) Where the parties are unable to agree on the Arbitrator within fourteen (14) calendar days of the referral, either party may apply to the Director, Collective Agreement Arbitration Bureau within the following ninety (90) calendar days to make the appointment of an Arbitrator. If there is no agreement to an Arbitrator and no referral to the Director, Collective Agreement Arbitration Bureau in accordance with this Clause, the grievance shall be considered to be abandoned.
- (c) In all other respects, the provisions of the Labour Relations Code shall apply. The decision of the Arbitrator shall be final and binding on both parties. Each party shall pay half the expense of the Arbitrator and the expenses of their representative(s).
- (d) In considering the proper allocation of a position in classification disputes, the parties agree that the Arbitrator shall have the authority to consider Schedule "A" classes within the Employment Pool, Britannia Community Services Society, and Ray-Cam Cooperative Association.

### 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 City at risk.
- (b) All relevant regulations of the Workers' Compensation Act shall be observed and adhered to.
- (c) An Occupational Health and Safety Committee shall be established consisting of four (4) representatives of the Employer and four (4) Union-appointed representatives. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the City Manager. Where the Union-appointed representatives are employees of the Employer (not including employees on a leave of absence), they shall be eligible for leave without loss of pay for meetings of the Committee.

Note: Ray-Cam and Britannia employees shall be eligible to be appointed to the Parks Occupational Health and Safety Committee.

### 11.14 Security and Related Monitoring Equipment

The Employer shall advise the Union and all affected employees of the location of security cameras and/or other related monitoring equipment used for the general safety and/or security of the worksite(s) and/or employees prior to the installation of such equipment.

This provision shall not apply to the investigation or surveillance of employees suspected of serious misconduct and/or illegal conduct.

### 11.15 Student and Grant Employment

The Employer and the Union agree that the following provision shall only apply to those programs on which the parties agree. It is understood that the intent of the parties is to identify and agree on the programs to be covered as they arise in order to give force and effect to this provision.

- (a) The Employer and the Union agree to cooperate to create temporary employment opportunities under Post-Secondary Co-Op programs, student work placement programs, and for employees hired under grant programs where the work being performed is beyond the normal hiring requirements or normal seasonal hiring. The Collective Agreement posting, filling vacancies and selection process provisions shall not apply to these temporary employment opportunities.
- (b) Where grant applications require the approval of the Union, such approval will not be unreasonably withheld.

- (c) Post-Secondary Co-Op students will be paid at the rate of pay established by the educational institute. Where the educational institute does not establish a rate of pay, the student shall be paid no less than seventy-five percent (75%) of step one of the rate of pay for the classification they are nominally assigned to but in no case shall a Co-Op program student be paid less than step one of Pay Grade 13.
- (d) Students hired in accordance with student work placement programs under (a) above shall be paid no less than seventy-five percent (75%) of step one of the rate of pay for the classification they are nominally assigned to. In no case shall a student be paid less than step one of Pay Grade 9. This paragraph is not applicable to the normal seasonal hiring of students.
- (e) Grant Employees shall be paid the higher of the grant rate or step one of Pay Grade 9.
- (f) Employees covered by this Clause shall not be entitled to any benefits or paid time off provisions provided by the Collective Agreement. They shall receive four percent (4) vacation pay which shall be paid each pay day.
- (g) Employees covered by this Clause shall not accumulate any seniority, length of service or bidding rights or be granted any credit for time worked if they obtain a regular position.
- (h) Employees covered by this Clause shall be covered by the Union Security and Check-Off provisions of the Collective Agreement.
- (i) This Clause does not apply to non-employment opportunities created for students such as Partners at Work.

## 12. SENIORITY

### 12.1 Acquisition and Calculation of Seniority

- (a) Employees shall acquire seniority as follows:
  - (1) Regular Full-Time Employees and Regular Part-Time Employees - upon completion of six (6) calendar months of continuous service. Notwithstanding the acquisition of seniority, those employees who are required to serve twelve (12) months probation shall be required to complete their probation period before being confirmed as Regular Employees;
  - (2) Auxiliary and Temporary Full-Time Employees - upon completion of nine hundred and thirteen (913) hours, provided that such employees, while having seniority, shall be required to serve the normal probationary period upon acquiring a Regular Full-Time or Regular Part-Time position.

- (3) When calculating accumulated hours towards seniority, only straight time hours worked or paid since the last break in service of greater than one (1) year shall be included in the calculation; provided, however, that the accumulated hours worked or paid shall not exceed thirty-five (35) hours times the number of calendar weeks since the last break in service.
- (b) Upon becoming a Regular Full-Time employee and completing the probationary period, an employee's seniority date will be calculated by dividing the employee's total accumulated hours as per (12)(a)(3) above by 7 hours per day and converting the number of days to a calendar seniority date. When counting the days backward, Public Holidays and weekends will not be counted.

Such seniority date shall not thereafter be adjusted for periods of layoff of less than twelve (12) months or for approved unpaid leave of absence periods of less than three (3) months. However, in the event that the Letter of Understanding regarding layoff and recall dated 1997 August 26 is cancelled the above referenced "twelve (12) months" shall be adjusted to read "six (6) months" for all periods of layoff subsequent to the cancellation.

- (c) Seniority for Regular Part-Time, Auxiliary and Temporary Full-Time Employees shall be on the basis of all straight time hours actually worked by and/or paid to an employee while in the bargaining unit subject to paragraph (a)(3) above.
- (d) Employees on Maternity and/or Parental Leave (including adoption) shall be credited with seniority upon their return to work based on the hours they would have worked but for the period of the Leave. A Regular Full-Time Employee shall not have their seniority date adjusted for an absence due to Maternity and/or Parental Leave. A Temporary Full-Time Employee shall receive credit until the scheduled end of their temporary assignment based on full time hours; the credit for the balance of the Leave shall be based on the average monthly hours worked in the twelve (12) month period preceding the leave. An Auxiliary Employee shall be credited with seniority during the period of Leave based on the average monthly hours worked over the twelve (12) months preceding the Leave.
- (e) The Seniority List shall be updated and a copy provided to the Union once each year (approximately late January each year).

## 12.2 Application of Seniority

The application of Seniority is as provided for in the following provisions of the Collective Agreement: work week (Clause 11.1) bidding rights and filling vacancies (Clause 11.2), promotions, transfers and demotions (Clause 11.3), layoffs, bumping and recall (Clauses 11.5 and 11.6), vacation and overtime conflicts (Schedule "I"), and permanent reduction of the workforce (Letter of Understanding: Re: Layoff and Recall).

### 12.3 Loss of Seniority

- (a) Employees who have acquired seniority, terminate and are re-employed within one (1) year of termination, shall be reinstated on the seniority list except in the following circumstances:
- i. They were terminated for cause; or
  - ii. They have applied for, or are in receipt of, their own Municipal Pension Plan pension; or
  - iii. They have bought out their recall rights.
- (b) Employees who have acquired seniority and temporarily leave the bargaining unit to fill an excluded position or a position in another bargaining unit shall maintain seniority, subject to the following conditions:
- i. Seniority shall no longer accumulate for that time worked outside of the bargaining unit in excess of twelve (12) consecutive months.
  - ii. Seniority shall be lost if an employee works outside the bargaining unit for more than eighteen (18) months in a thirty-six (36) month period.

In the event of a legal strike or lockout, the Employer must return to the bargaining unit any employee acting in an excluded position.

- (c) An employee who leaves the bargaining unit for a regular excluded position or a regular position in another bargaining unit shall be reinstated on the seniority list if they return before the expiry of their probation or six (6) months, whichever occurs first.

### 13. LEAVE OF ABSENCE – OFFICIAL UNION REPRESENTATIVES

#### (a) Official Union Representatives

- (i) Official Union Representatives shall include Shop Stewards and Union Executive Members who are not already on a leave of absence.
- (ii) The Union agrees to provide an up to date list of Official Union Representatives to the Employer every six (6) months.

#### (b) Applications for Leave

All applications for union leave of absence whether with or without pay shall be granted to Official Union Representatives provided their absence does not interfere with the Employer's ability to meet operational needs. A minimum of twenty-four (24) hours' notice shall be provided when requesting a leave of absence. Such notice shall be waived to accommodate the three (3) hour notice period contained in Clause 14 when a meeting is called by the Employer for the purposes of written discipline, suspension or dismissal and may be modified or waived at the discretion of the Employer in other situations.

(c) Leaves of Absences - General Manager Approval

Upon application to and upon receiving permission from the employee's General Manager or designate in each specific case, Official Union Representatives may be granted:

1. Time Off Without Loss of Pay:

- (i) to attend the complaint or grievance meetings with Employer representatives, or arbitration hearings held in accordance with Clause 15 of this Agreement, and/or any additional pre-arbitration grievance related meetings agreed to by the Employer. Not more than one (1) Official Union Representative shall be granted leave of absence, without loss of pay, to attend each meeting;
- (ii) to attend investigation meetings to which an Official Union Representative has been invited by the Employer as an observer and/or meetings convened for the express purpose of written discipline, suspension or dismissal of an employee. Not more than one (1) Official Union Representative shall be granted leave of absence, without loss of pay, to attend each meeting; or
- (iii) to participate in collective bargaining with the Employer. Not more than seven (7) Official Union Representatives (in total from the City, Parks, Britannia and Ray-Cam) shall be granted leave of absence for the purpose of collective bargaining with the Employer.

2. Time Off Without Pay:

- (i) for any of the purposes outlined in (1) above, additional Official Union Representatives may be granted leave; or
  - (ii) to meet with a grievor during the informal complaint stage and formal stages of the grievance procedure, as well as to prepare for arbitration hearings.
3. An opportunity to adjust and take their lunch and/or rest breaks in order to investigate and possibly avoid an alleged grievance; provided such adjustments do not interfere with the Employer's ability to meet operational needs.

(d) Leaves of Absences - General Manager, Human Resource Services Approval

Upon application to, and upon receiving the permission of the General Manager, Human Resource Services, Official Union Representatives may be granted leave of absence without pay:

- (i) to transact other business in connection with matters affecting

members of the bargaining unit;

- (ii) to perform duties as a full-time officer of the Union. Such employee shall not suffer a loss in seniority in the service of the Employer, and shall continue to accumulate seniority while performing such duties. Upon retirement from the duties as an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which the employee's former position was allocated and for which the employee is qualified if any position within such class is vacant or held by an employee with less seniority. If all of the positions within such class are held by employees with more seniority or have been abolished, such former Union officer shall return to any vacancy at or below their previous pay grade for which they are qualified; or,
- (iii) to accept appointment or election to a full-time position with the Canadian Union of Public Employees, the Vancouver Labour Council, the British Columbia Federation of Labour or the Canadian Labour Congress. An employee on such leave shall not lose seniority in the service of the Employer. Upon termination of such period of office, the employee shall return to any vacancy at or below their previous pay grade for which they are qualified.

#### 14. DISCIPLINE, SUSPENSION AND DISCHARGE

Both parties agree that an employee has the right to have a Union Representative present when disciplinary action may be taken. The Employer agrees to contact the Union office and provide:

- (a) At least one (1) full business days' notice of the time and location of a meeting under this Clause; and
- (b) At least three (3) hours' notice of the employee's contact information on file so the Union can contact the employee and provide a Union representative if the employee so wishes.

Where the employee elects not to have a Union representative present, or a Union representative is not available for the meeting, the absence of a Union representative shall not affect the Employer's right to discipline, suspend or dismiss. Nothing in this provision shall prevent the Employer from meeting with an employee or taking immediate disciplinary action in addressing serious workplace violations.

The Employer shall forward a copy of all disciplinary letters to the President of CUPE Local 15. A breach in this regard shall not void the discipline.

## 15. GRIEVANCE PROCEDURE

### 15.1 Grievances

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

#### (a) Step 1

- (1) An employee with a complaint shall raise it with their immediate Supervisor or the Supervisor who is directly responsible for the decision giving rise to the complaint. This will be done by the employee or Union Representative notifying the Supervisor within twenty-one (21) calendar days of the incident giving rise to the complaint, or of the date when the employee first became aware of the incident, whichever is later.
- (2) A meeting shall be held within fourteen (14) calendar days of the date on which the Supervisor is advised of the complaint. If this is not possible, the complaint may be referred to Step 2 of the formal grievance procedure. The purpose of this meeting is to review the circumstances giving rise to the incident, and to determine whether the complaint can be satisfactorily resolved without using the formal grievance procedure. At the option of the employee, a Union Representative may be present at the meeting.
- (3) If the employee is not satisfied with the Supervisor's response or if the Supervisor does not respond within seven (7) calendar days of the meeting, the Union Representative may choose to advance the complaint to Step 2 of the formal grievance procedure.

#### (b) Step 2

- (1) A Union Representative may file a grievance by notifying the General Manager or designate in writing or by e-mail, followed up in writing, and copied to the General Manager, Human Resource Services and the President, CUPE Local 15 within fourteen (14) calendar days of the date the response from the Supervisor was given or due. The grievance must specify the nature of the issue, the alleged violation of the Collective Agreement and the remedy sought.
- (2) A grievance meeting will be held with the General Manager or designate within twenty-one (21) calendar days of the Union Representative filing the grievance. If the General Manager or designate is unable to meet within twenty-one (21) calendar days, the Union has fourteen (14) calendar days from the date the meeting should have been held to refer the matter to Step 3.

- (3) The General Manager or designate will respond in writing within fourteen (14) calendar days of the meeting.
- (4) If the grievance is not resolved at Step 2, or the General Manager or designate does not respond within fourteen (14) calendar days of the meeting, the Union may refer the grievance to Step 3.

(c) Step 3

- (1) A Union Representative may advance the grievance to Step 3 by notifying the General Manager, Human Resource Services within fourteen (14) calendar days of the date the Step 2 response was received or was due.
- (2) Upon receiving the notice that the grievance has been referred to Step 3, the General Manager, Human Resource Services or designate and the Union shall make every reasonable effort to meet within twenty-one (21) calendar days of the Union Representative advancing the grievance to Step 3.
- (3) The General Manager, Human Resource Services or designate will respond in writing within twenty-one (21) calendar days of the meeting.
- (4) If the grievance is not resolved at Step 3, the Union may advance the grievance to arbitration by advising the General Manager, Human Resource Services in writing within twenty-eight (28) calendar days of the date of the Step 3 response.

(d) Arbitration

- (1) The parties shall use a single Arbitrator, unless both parties want a three (3) member Arbitration Board which shall consist of one (1) member appointed by each party and a Chairperson mutually appointed by the Employer and the Union.
- (2) The Employer and the Union shall mutually agree on the Arbitrator or the Chairperson within fourteen (14) calendar days of the referral.
- (3) Where the parties are unable to agree on a single Arbitrator or a Chairperson within fourteen (14) calendar days of the referral, either party may apply to the Director, Collective Agreement Arbitration Bureau within the following ninety (90) calendar days to make the appointment. If there is no agreement to an Arbitrator or Chairperson and no referral to the Director, Collective Agreement Arbitration Bureau in accordance with this Clause, the grievance shall be considered to be abandoned.
- (4) In all other respects, the provisions of the Labour Relations Code shall apply. The decision of the Arbitrator or Arbitration Board shall be final and binding on both parties. Each party shall pay half the expense of the Arbitrator or Chairperson and the expenses of their representative.

(e) Pre-arbitration consultation

The parties agree to meet at least thirty (30) days prior to an arbitration hearing to discuss the issues in dispute and reach resolution if possible.

(f) Employer-initiated grievances

Employer-initiated grievances shall have the same time limits and procedures as Union-initiated grievances.

15.2 Policy Grievances

- (a) 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 General Manager, Human Resource Services or, alternatively, by the Employer to the Union.
- (b) The General Manager, Human Resource Services and the Union will make every reasonable effort to meet and discuss the grievance within twenty-one (21) calendar days of the notification of the grievance.
- (c) The responding party will respond to the grievance within fourteen (14) days of the meeting.
- (d) If a satisfactory settlement is not reached between the General Manager, Human Resource Services and the Union, the grieving party may refer the matter to the City Manager (or the Union where applicable) within fourteen (14) days of the response.
- (e) The City Manager and the Union Representative will make every reasonable effort to meet and discuss the grievance within twenty-one (21) calendar days of the referral under (d) above.
- (f) The responding party will respond to the grievance within fourteen (14) days of the meeting.
- (g) If the grievance is not resolved through the above process, the grieving party may refer the grievance to Arbitration as provided for in Clause 15.1(d).

15.3 Suspension or Dismissal

When an employee is suspended, the Union Representative may file a grievance directly at Step 2, bypassing Step 1. When an employee is dismissed, the Union Representative may file a grievance directly at Step 3, bypassing Step 1 and Step 2. In both situations, the Union Representative shall file the grievance within fourteen (14) calendar days of the date the employee is notified of the suspension or dismissal.

15.4 Variations

The parties may mutually agree to vary the procedure or to alter the timelines.

16. TECHNOLOGICAL CHANGE

During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Agreement.

Where the Employer introduces, or intends to introduce, a technological change, that:

- (a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Agreement applies; and
- (b) alters significantly the basis upon which this Agreement was negotiated,

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board constituted under 15.1(d) of this Agreement, by-passing all other steps in the grievance procedure.

The arbitration board shall decide whether or not the Employer has introduced, or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change the arbitration board:

- (a) shall inform the Minister of Labour of its finding; and
- (b) may then or later make any one or more of the following orders:
  - (1) that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;
  - (2) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitration board considers appropriate;
  - (3) that the Employer reinstate any employee displaced by reason of the technological change;
  - (4) that the Employer pay to that employee such compensation in respect of the displacement as the arbitration board considers reasonable.

The Employer will give to the Union in writing at least ninety (90) days' notice of any intended technological change that:

- (a) affects the terms and conditions or security of employment of a significant number of employees to whom this Agreement applies; and
- (b) alters significantly the basis upon which this Agreement was negotiated.

17. EMPLOYMENT EQUITY

The Employer and the Union agree 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.

Note: see also Schedule "G".

18. 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 provided reference can be made to previous writing on the subject.

19. OCCUPATIONAL HEALTH PLAN

All employees covered by this Agreement shall be subject to the provisions of the Occupational Health Plan as agreed to between the Employer and the Union.

20. 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.

21. HARASSMENT

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

22. CONSULTATION COMMITTEE

On the request of either party, the parties shall meet for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.

23. SCHEDULES AND LETTERS OF UNDERSTANDING

It is agreed between the parties hereto that the Schedules and the Letters of Understanding 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.

The Common Seal of the CITY OF VANCOUVER was hereunto affixed in the presence of:

  
MAYOR

July 10, 2023  
Date Signed

  
CITY CLERK

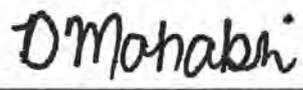
July 10, 2023  
Date Signed

APPROVED by Resolution of Council on 2021 June 9

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

  
PRESIDENT

July 4, 2023  
Date Signed

  
SECRETARY-TREASURER

July 4, 2023  
Date Signed

SCHEDULE "A"  
(up-to-date as of 2022 October 19)

Class No.	Notes	Class Title	Pay Grade	Stand: Daily/We Hour
71		Accountant I	24	7/35
61		Accounting Clerk I	14	7/35
63		Accounting Clerk II	18	7/35
65		Accounting Clerk III	20	7/35
8127		Aquatic Leader	16	7½/37½
1052		Arboriculture Technician	25	8/40
2158	a	Asbestos Program Coordinator	22	7/35
6754	c	Assistant Facility Supervisor	20	7/35
1362		Booking System Clerk	15	7/35
9208		Budget Analyst II	27	7/35
86		Budget Analyst III	29♦	7/35
2147	a,nc	Building Hazardous Materials Technician	21	7/35
2154	i	Building Services Supervisor I	19	7½/37½
621	d,i	Building Worker	13	7½/37½
117		Buyer II	24	7/35
670	a,d	Cashier Park Board	11	7/35
2304		Cashier Receptionist	12	7/35
2141		Children's Activity Leader	14	7/35
25		Clerk III	17	7/35
27	f	Clerk IV	19	7/35
13		Clerk Stenographer IV	17	7/35
1484		Communications Coordinator II	27	7/35
2213		Community Arts Programmer	20	7/35
8063		Community Events Specialist	18	7/35
673		Community Recreation Coordinator II	27	7/35
1043		Community Youth Worker	20	7/35
190	nc	Computer Programmer II	25	7/35
8031		Construction Assistant	25	7/35
9076		Cook - Grill Worker	12	8/40
9196		Curator	25	8/40
714	d	Driver - Light Delivery	15	7½/37½
201	j	Engineering Assistant I	13	7/35
203		Engineering Assistant II	17	7/35
205		Engineering Assistant III	21	7/35
207		Engineering Assistant IV	25	7/35
693	d	Facility Booking Clerk	13	7/35
807		Facility Development Coordinator I	29♦	7/35
2307		Facility Development Coordinator II	31♦	7/35

## SCHEDULE "A" (cont'd)

Page 2

2281		Filming and Events Officer	21	7/35
9096		Fitness Centre Worker	13(a)	8/40
9178		Food Service Worker	9	8/40
2338		Gift Shop Assistant	12	8/40
9093		Golf Course Ranger I	11	8/40
9206	k	Golf Course Ranger II	13	8/40
175		Graphics Technician	21	7/35
1378	c	Head Cashier - Gift Shop	15	7/35
8073	a,c	Head Cashier - Park Board	13	7/35
9094		Ice Skating Instructor	13(a)	8/40
517	d	Integrated Pest Management Coordinator	25	7/35
514		Landscape Architect I	29♦	7/35
8071		Landscape Architect II	31	7/35
2192		Landscape Designer	24	7/35
2371		Lead Park Ranger	19	8/40
1424		Lifeguard/Instructor	13(a)	8/40
2138	i	Maintenance Technician I	19	7½/37½
2139	i	Maintenance Technician II	21	7½/37½
2140		Maintenance Technician III	22	7½/37½
9078		Marina Attendant	11	8/40
1036		Marina Operator I	16	7½/37½
2305		Marina Operator II	19	7½/37½
2215		Marketing and Communications Coordinator	25	7/35
2283		Multimedia Designer	24	7/35
2360	a,d,j	Office Support Clerk I	11	7/35
2361	b	Office Support Clerk II	13	7/35
2359	a	Office Support Clerk III	15	7/35
665		Park Board Stores Operations Supervisor	22	8/40
2370		Park Ranger	18	8/40
57		Payroll Clerk I	15	7/35
816		Planned Maintenance Coordinator	22	7½/37½
805		Planner I - Park Board	29♦	7/35
1447		Planner II - Park Board	31♦	7/35
211		Planner III	34♦	7/35
8105		Planning Analyst	24	7/35
206		Planning Assistant III	21	7/35
857		Plant Documentation Technician	21	7/35
2149		Policy Analyst	29♦	7/35
1428		Program Assistant I	9	8/40
1429		Program Assistant II	12	8/40
1430		Program Assistant III	16	8/40
2358		Program Coordinator - Ray Cam Co-operative Centre	22	7/35
135		Property Development Officer I	31♦	7/35

## SCHEDULE "A" (cont'd)

Page 3

1348		Purchasing Clerk - Dept.	14	7/35
675	nc	Recreation Facility Clerk	15	7/35
1336		Recreation Programmer I	18	7/35
8111		Recreation Programmer II	20	7/35
1334		Recreation Services Coordinator	25	7/35
2325		Recreation Software Analyst	24	7/35
735		Research Assistant	17	7/35
1431		Rink Attendant	11	8/40
920		Skate Room Attendant	12	8/40
9226		Small Equipment Coordinator - Park Board	19	7/35
386		Social Planner II	31♦	7/35
111	a,d,g	Storekeeper I	18	7/35
113	d	Storekeeper II	19	7/35
850		Supervisor, Computer Graphics System	26	7/35
817	e,i	Supervisor - Beaches and Outdoor Pools	22	7/35
2345		Supervisor - Large Aquatic Facility	22	7/35
2242		Supervisor - Maintenance Technicians	23	7½/37½
628	i	Utility Maintenance Worker I	14	7½/37½
9212	i	Utility Maintenance Worker II	15	7½/37½
2351	i	Utility Maintenance Worker III – Lead Hand	16	7½/37½
2274		Volunteer Program Assistant II	18	7/35
2326		Web Designer	24	7/35
2152		Working Supervisor - Building Services	15	7½/37½

Footnotes for Pay Plan Structure 2016-2019:

- ♦ The Employer and the Union agree that, where a wage adjustment is made, it shall not be used as the basis for argument or as comparison criteria to alter the classification or value of any other classification.
- nc Non-criterion class - should not be used for comparison purpose.
- (a) These positions may work a 37½ hour work week.
- (b) Two positions in Major Maintenance work a 37½ work week.
- (c) These positions work a 37½ hour work week for the period April 1st to September 30, as required.
- (d) These positions may work a 40 hour work week.
- (e) These positions may work a 40 hour work week between Victoria Day and Labour Day.
- (f) Pay grade includes consideration for working irregular hours.
- (g) Plus one pay grade for equipment servicing duties.
- (i) Plus shift premium, where applicable.
- (j) These positions receive an increment each six months, and all others annually, except as provided as follows:  
Eligibility for advancement from one step (increment) to the next is as follows:

Pay Grades 9 to 14

6 month eligibility to move from steps 1 to 2 and 2 to 3;  
thereafter 12 month eligibility.

SCHEDULE "A" (cont'd)

Pay Grade 15	6 month eligibility to move from step 1 to 2; thereafter 12 month eligibility.
Pay Grade 16 and above	12 month eligibility.

(k) Steps 4 and 5 only because of the requirement to supervise Golf Course Ranger I's.

First Aid Premiums

Employees who are required by the Employer to perform first aid duties in addition to their normal duties and who hold a valid Workers' Compensation Board Occupational Health and Safety 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 &amp; Auxiliary Employees</u>
OFA Level II	\$125 per month	80¢ per hour
OFA Level III	\$145 per month	95¢ per hour

The Employer will pay course fees, including recertification course fees, for the OFA Level II and/or III course for employees who are required to have such certification.

Weekly Hours

Where employees have a normal work week that is different than thirty-five (35) hours per week, they shall be paid their hourly rate multiplied by the number of hours worked.

PAY PLAN  
BOARD OF PARKS AND RECREATION  
SALARY RANGES FOR CLASSES OF POSITIONS COVERED BY AGREEMENT WITH  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 15 - VMECW  
Effective 2020 January 01 – 2022 December 31

HOURLY WAGE RATES					
Effective January 1, 2020					
Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
9	20.14	20.94	21.77	22.59	23.56
10	20.94	21.77	22.59	23.56	24.48
11	21.77	22.59	23.56	24.48	25.44
12	22.59	23.56	24.48	25.44	26.49
13	23.56	24.48	25.44	26.49	27.59
14	24.48	25.44	26.49	27.59	28.69
15	25.44	26.49	27.59	28.69	29.89
16	26.49	27.59	28.69	29.89	31.13
17	27.59	28.69	29.89	31.13	32.41
18	28.69	29.89	31.13	32.41	33.77
19	29.89	31.13	32.41	33.77	35.15
20	31.13	32.41	33.77	35.15	36.63
21	32.41	33.77	35.15	36.63	38.16
22	33.77	35.15	36.63	38.16	39.76
23	35.15	36.63	38.16	39.76	41.50
24	36.63	38.16	39.76	41.50	43.26
25	38.16	39.76	41.50	43.26	45.05
26	39.76	41.50	43.26	45.05	46.98
27	41.50	43.26	45.05	46.98	49.02
28	43.26	45.05	46.98	49.02	51.10
29	45.05	46.98	49.02	51.10	53.28
30	46.98	49.02	51.10	53.28	55.63
31	49.02	51.10	53.28	55.63	57.99
32	51.10	53.28	55.63	57.99	60.51
33	53.28	55.63	57.99	60.51	63.12
34	55.63	57.99	60.51	63.12	65.80
13 (a)	23.88	24.89	25.94	26.89	28.06

HOURLY WAGE RATES					
Effective December 31, 2020					
Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
9	20.44	21.26	22.09	22.93	23.91
10	21.26	22.09	22.93	23.91	24.85
11	22.09	22.93	23.91	24.85	25.82
12	22.93	23.91	24.85	25.82	26.89
13	23.91	24.85	25.82	26.89	28.00
14	24.85	25.82	26.89	28.00	29.12
15	25.82	26.89	28.00	29.12	30.33
16	26.89	28.00	29.12	30.33	31.60
17	28.00	29.12	30.33	31.60	32.90
18	29.12	30.33	31.60	32.90	34.27
19	30.33	31.60	32.90	34.27	35.68
20	31.60	32.90	34.27	35.68	37.18
21	32.90	34.27	35.68	37.18	38.73
22	34.27	35.68	37.18	38.73	40.35
23	35.68	37.18	38.73	40.35	42.12
24	37.18	38.73	40.35	42.12	43.90
25	38.73	40.35	42.12	43.90	45.73
26	40.35	42.12	43.90	45.73	47.69
27	42.12	43.90	45.73	47.69	49.76
28	43.90	45.73	47.69	49.76	51.87
29	45.73	47.69	49.76	51.87	54.07
30	47.69	49.76	51.87	54.07	56.46
31	49.76	51.87	54.07	56.46	58.85
32	51.87	54.07	56.46	58.85	61.41
33	54.07	56.46	58.85	61.41	64.07
34	56.46	58.85	61.41	64.07	66.78
13 (a)	24.24	25.27	26.33	27.30	28.48

HOURLY WAGE RATES					
Effective January 1, 2021					
Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
9	20.85	21.69	22.53	23.39	24.39
10	21.69	22.53	23.39	24.39	25.35
11	22.53	23.39	24.39	25.35	26.34
12	23.39	24.39	25.35	26.34	27.43
13	24.39	25.35	26.34	27.43	28.56
14	25.35	26.34	27.43	28.56	29.70
15	26.34	27.43	28.56	29.70	30.94
16	27.43	28.56	29.70	30.94	32.23
17	28.56	29.70	30.94	32.23	33.56
18	29.70	30.94	32.23	33.56	34.96
19	30.94	32.23	33.56	34.96	36.39
20	32.23	33.56	34.96	36.39	37.92
21	33.56	34.96	36.39	37.92	39.50
22	34.96	36.39	37.92	39.50	41.16
23	36.39	37.92	39.50	41.16	42.96
24	37.92	39.50	41.16	42.96	44.78
25	39.50	41.16	42.96	44.78	46.64
26	41.16	42.96	44.78	46.64	48.64
27	42.96	44.78	46.64	48.64	50.76
28	44.78	46.64	48.64	50.76	52.91
29	46.64	48.64	50.76	52.91	55.15
30	48.64	50.76	52.91	55.15	57.59
31	50.76	52.91	55.15	57.59	60.03
32	52.91	55.15	57.59	60.03	62.64
33	55.15	57.59	60.03	62.64	65.35
34	57.59	60.03	62.64	65.35	68.12
13 (a)	24.72	25.78	26.86	27.85	29.05

HOURLY WAGE RATES					
Effective January 1, 2022					
Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
9	21.27	22.12	22.98	23.86	24.88
10	22.12	22.98	23.86	24.88	25.86
11	22.98	23.86	24.88	25.86	26.87
12	23.86	24.88	25.86	26.87	27.98
13	24.88	25.86	26.87	27.98	29.13
14	25.86	26.87	27.98	29.13	30.29
15	26.87	27.98	29.13	30.29	31.56
16	27.98	29.13	30.29	31.56	32.87
17	29.13	30.29	31.56	32.87	34.23
18	30.29	31.56	32.87	34.23	35.66
19	31.56	32.87	34.23	35.66	37.12
20	32.87	34.23	35.66	37.12	38.68
21	34.23	35.66	37.12	38.68	40.29
22	35.66	37.12	38.68	40.29	41.98
23	37.12	38.68	40.29	41.98	43.82
24	38.68	40.29	41.98	43.82	45.68
25	40.29	41.98	43.82	45.68	47.57
26	41.98	43.82	45.68	47.57	49.61
27	43.82	45.68	47.57	49.61	51.78
28	45.68	47.57	49.61	51.78	53.97
29	47.57	49.61	51.78	53.97	56.25
30	49.61	51.78	53.97	56.25	58.74
31	51.78	53.97	56.25	58.74	61.23
32	53.97	56.25	58.74	61.23	63.89
33	56.25	58.74	61.23	63.89	66.66
34	58.74	61.23	63.89	66.66	69.48
13 (a)	25.21	26.30	27.40	28.41	29.63

SCHEDULE "B"

This is Schedule "B" referred to in  
Clause 23 of this Agreement

AUXILIARY AND TEMPORARY FULL-TIME EMPLOYEES

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<b>Part B</b>	-	<b>Auxiliary or Temporary Full-Time Employees with less than one year of continuous work</b>
<b>Part C</b>	-	<b>Temporary Full-Time capacity with one year of continuous work</b>
<b>Part D</b>	-	<b>Seniority</b>
<b>Part E</b>	-	<b>Recognition of Past Service Upon Appointment to Regular Full-Time Position</b>

**PREAMBLE**

Part A and B of this Schedule apply to:

- 11.16 Employees (Auxiliary or Temporary Full-Time) who have less than one (1) year of continuous work in a temporary full time capacity.
- 11.17 Temporary Full-Time employees hired into a posted Temporary Full-Time position but who have not yet worked continuously in the position for one (1) year.

Clauses omitted from Part A do not apply and those clauses in Part A referenced to Part B or Part D of this schedule apply only as specified in Part B or Part D of this schedule.

Temporary Full-Time Employees who have worked continuously for a minimum of two (2) years following their appointment to a posted position in one of the business units shall be converted to regular full time status and this Schedule "B" shall no longer apply to them.

Part C of this Schedule applies to employees who have worked continuously for one (1) year or more in a temporary full-time capacity and continue to work in a temporary full time capacity.

Part D of the Schedule applies to all Auxiliary and Temporary Full-Time Employees who have acquired seniority pursuant to Clause 12 of the Collective Agreement.

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PART B – EMPLOYEES (AUXILIARY OR TEMPORARY FULL-TIME) WHO HAVE LESS THAN ONE (1) YEAR OF CONTINUOUS WORK IN A TEMPORARY FULL-TIME CAPACITY

B. 6. Pay for Acting Senior Capacity (Auxiliary Only)

The Parties may mutually establish Complementary Classifications. Such determinations shall not establish a precedent.

Should an Auxiliary temporarily leave their customary classification to perform the duties associated with a higher paying Complementary Classification, such Auxiliary employees shall receive:

- a) Where the new pay range overlaps that of the former Complementary Classification, the rate of pay shall be one step above the employee's present rate; or
- b) Where the new pay range does not overlap that of the former Complementary Classification, the rate of pay shall be the first step in the salary range of the new Complementary Classification.

The increase shall only apply for the duration of the assignment. On return to the "home" classification, step placement will factor in hours worked at the higher-rated Complementary Classification.

B. 8.1 Overtime

(1) Overtime for Employees Working Standard Hours

- (a) Overtime compensation shall be paid for all overtime worked at time and one-half (1.5x) the regular rate of pay for the first two (2) hours of overtime worked in excess of eight (8) hours in a day or forty (40) straight time hours in a week and double (2x) the regular rate of pay for all overtime in excess of the first two (2) hours.
- (b) When an employee has not worked forty (40) straight-time hours on five (5) days during the week, the employee may work on the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) day of work in that week at straight-time pay until such time as the employee has worked forty (40) straight-time hours and thereafter overtime provisions shall apply.
- (c) Employees shall not have less than thirty-two (32) consecutive hours free from work between each week. Where an employee works within the thirty-two (32) hour free period, the time worked during the work free period shall be subject to the appropriate overtime provisions.

## (2) Overtime for Employees Working Compressed Work Week Hours

(a) Where an Auxiliary or Temporary Full-Time employee is replacing an employee, or is required to work compressed work week hours in a section on a compressed work week, overtime compensation shall be paid for all hours worked in excess of:

- (1) the greater of eight (8) hours in a day or the daily hours for the compressed work week; or,
- (2) the greater of forty (40) straight time hours in a week or the straight time hours the compressed work week schedule would have included in that week.

Overtime shall be paid on the basis of time and one-half (1.5x) the regular rate of pay for the first two (2) hours of overtime and double (2x) the regular rate of pay for all overtime in excess of the first two (2) hours.

(b) When an employee has not worked forty (40) straight-time hours during the week, the employee may work additional hours that week at straight-time pay until such time as the employee has worked forty (40) straight-time hours and thereafter overtime provisions shall apply.

(c) Employees shall not have less than thirty-two (32) consecutive hours free from work between each week. Where an employee works within the thirty-two (32) hour free period, the time worked during the work free period shall be subject to the appropriate overtime provisions.

(3) Where an additional shift would create an overtime situation, an employee has a responsibility to obtain approval from the supervisor(s) involved before working extra shift(s).

#### B. 8.2 Callout

An employee who is required to return to work without prior notice following the completion of their scheduled shift shall be entitled to double (2X) their regular rate of pay for the time worked with a minimum three (3) hours.

Where an employee is called and offered additional hours, but is not required to report to work, this callout provision shall not apply.

B. 8.3 Standby

When an employee is specifically required to stand by and be available for a callout, they shall be entitled to:

- one (1) hour's pay at the employee's regular rate of pay for each full period of eight (8) hours.
- one-half (1/2) hour's pay at the employee's regular rate of pay when the standby time exceeds a multiple of eight (8) hours and the remainder of the stand-by time is not more than one-half (1/2) of the standby period of eight (8) hours.

B. 8.4 Meal Breaks

- (a) Employees who are required to work overtime while relieving in a Regular Full Time position shall be eligible for one-half (1/2) hour paid Meal Breaks at double (2X) the employee's regular rate of pay.
- (b) Employees who are required to work overtime on the sixth (6th) and seventh (7th) day of the week pursuant to Clause B.8.1(b) shall be eligible for a one-half (1/2) hour paid meal break at the applicable overtime rate.

B. 9.1 Vacations, Compassionate Leave, Court and Jury Duty

An employee receiving twelve percent (12%) or sixteen percent (16%) in lieu of benefits as per B.10 of this Schedule may, upon request, be granted leave of absence without pay for vacation, compassionate leave, court and jury duty purposes, with scheduling subject to operational requirements, where appropriate.

B. 9.3 Public Holidays

A public holiday will be treated as a normal working day and an employee who works on a public holiday will be paid straight time rates for the hours worked on the holiday and at normal overtime rates for any hours worked in excess of normal daily or weekly hours.

Compensation for public holidays is otherwise covered in the percentage paid in lieu of benefits

B. 10 Employee Benefits and Percentage in Lieu of Benefits Replaces 10.2, 3, 4, 6, 8, 11

- (a) Employees (Auxiliary or Temporary Full-Time) who have less than one (1) year of continuous work in a Temporary Full-Time capacity.
  - (1) From date of hire to the completion of 1200 hours of work in two (2) consecutive calendar years, employees shall be paid an amount equal to twelve percent (12%) of their regular earnings in lieu of all employee benefits, including group life, medical, extended health, dental, vacation, public holidays, sick leave, gratuity, compassionate leave, court attendance and jury duty.

- (2) After completing 1200 hours of work in two (2) consecutive calendar years, employees shall be paid an amount equal to sixteen percent (16%) of their regular earnings in lieu of all employee benefits, including group life, medical, extended health, dental, vacation, public holidays, sick leave, gratuity, compassionate leave, court attendance and jury duty.
- (b) After completing one (1) year of continuous work in a Temporary Full-Time capacity, Temporary Full-Time employees shall be entitled to the provisions of Schedule "B", Part C.
- (c) Upon appointment to a temporary full-time position, Regular Part-Time employees shall be entitled to the provisions of Schedule "B" Part C.

#### B. 10.9 Maternity and Parental Leave

Entitlement to Maternity and Parental leave shall be as per the Employment Standards Act. The employee shall follow similar processes to 10.9(b) regarding notice requirements and commencement of leave.

#### B. 10.12 Re-employing Auxiliary and Temporary Full-Time Employees

Employees who have less than one (1) year of continuous service and who leave service for reasons other than termination for cause, and are subsequently re-employed within one (1) year from the date of leaving shall be reinstated at their previous percentage in lieu of benefits, their accumulations for increments at the various pay grades reinstated and shall be credited with their previous accumulation of hours towards a change in the percentage in lieu of benefits or waiver of benefit waiting periods.

#### B. 10.13 Municipal Pension Plan

The Pension (Municipal) Act shall apply as appropriate to Temporary and Auxiliary Employees.

#### B. 11.1 Daily and Weekly Hours

The standard daily and weekly hours for Auxiliary or Temporary Full-Time Employees shall, for purposes other than overtime (eg.: increments, determining employee status, etc.), be deemed to be those found in Schedule "A" of the Collective Agreement. Overtime shall be in accordance with B. 8.1 (1) or (2) as applicable. Where an employee works a shift that is longer than five (5) consecutive hours, the Employer shall schedule an unpaid eating period during the shift so as to prevent the employee from working more than five (5) consecutive hours without an unpaid eating period. On a day where an employee works:

- (a) Between four (4) and six (6) hours, these hours of work are inclusive of one (1) ten (10) minute paid rest period where operationally feasible; or
- (b) More than six (6) hours, these hours of work are inclusive of one (1) ten (10) minute paid rest period; or

- (c) Seven (7), seven and one-half (7½), or eight (8) continuous hours of work in a manner consistent with 11.1.A, these hours of work are inclusive of two (2) ten (10) minute paid rest periods.

This is not applicable where there is an agreement between the Employer and the Union for an employee(s) to work through their eating or rest periods.

B. 11.2 Posting Positions and Filling Vacancies

- B. 11.2(a) Before filling any vacant temporary position which is expected to exceed five (5) months in duration, notice of such vacancy shall be posted for ten (10) days in such conspicuous places as may be designated by the Employer at work sites of the Employment Pool.
- B. 11.2(c)2 Positions not previously posted as in Clause 11.2(a) above and filled by Temporary Full-Time Employees shall be examined after four (4) months to determine if they are expected to run longer than five (5) months or to be converted to regular status. Positions that are expected to continue beyond five (5) months or positions that are converted by Council to regular status shall be posted in the usual manner provided that the position may be automatically extended beyond five (5) months for a period not to exceed four (4) months in duration in order to either post and fill the position or to cover the balance of the assignment where it is clear the assignment will end within the four (4) month period. The parties may mutually agree to extend such timelines in the event a temporary position is in the process of being converted to regular status by Council.

B. 11.3(c) Pay Rates Upon Change of Pay Grade

1. When an employee is promoted to a Regular Full-Time or a Regular Part-Time position they will receive the minimum of the new pay grade or one (1) step above their current rate if the new pay grade overlaps with the old.
2. When an employee moves from any Temporary Full-Time position to another Temporary Full-Time position:
  - (a) If the new position is at a higher pay grade, they will receive Step 1, or that step which does not lead to a reduction of pay from their previous position, whichever is greater.
  - (b) If the new position is at a lower pay grade, they will receive the step reflective of their overall service at or above the new pay grade.

SCHEDULE "B" (cont'd)

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3. When an Auxiliary Employee moves from their auxiliary work into a Temporary Full-Time position:
  - (a) If the new position is at a higher pay grade, they will receive Step 1, or that step which does not lead to a reduction of pay from their home classification, whichever is greater.
  - (b) If the new position is at a lower pay grade, they will receive the step reflective of their overall service at or above the new pay grade.

Schedule "A" - Increments

1. Where ranges exist, eligibility for advancement from one (1) step to the next (increment) shall be based on the completion of the equivalent number of hours as a Full-Time Employee occupying a thirty-five (35) hour per week position. Increments shall apply in accordance with Schedule "A" based on the equivalent number of hours for six (6) month and twelve (12) month increments.

For example:

Pay Grades	Step 2	Step 3	Step 4/5
9 to 14	913 hrs	913 hrs	1827 hrs
15	913 hrs	1827 hrs	1827 hrs
16 and up	1827 hrs	1827 hrs	1827 hrs

2. Temporary Full-Time Employees and Auxiliary Employees in classifications referenced in footnote (a) Footnotes for Pay Plan Structure 1997-1999 will be eligible for increments upon completion of the equivalent number of hours for a six (6) month increment.
3. All hours worked as a Temporary Full-Time and/or Auxiliary Employee at the same pay grade are accumulated for the purpose of determining eligibility for increments in any classification at the pay grade.

PART C – TEMPORARY FULL-TIME CAPACITY WITH ONE (1) YEAR OF CONTINUOUS WORK1. Contract Clauses

Such employees will be covered by all clauses in the Collective Agreement except:

Clause 11.1 – Work Week  
 Clause 11.4 – Probationary Period  
 Clause 11.5 – Layoffs and Bumping  
 Clause 11.6 – Recall  
 Letter of Understanding – Layoff and Recall  
 Letter of Understanding – Job Share

SCHEDULE "B" (cont'd)

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2. Daily and Weekly Hours

The standard daily and weekly hours shall be deemed to be those found in Schedule "A" of the Collective Agreement or, if the Employee is on a compressed work week, the daily and weekly hours shall be in accordance with the rules of the applicable compressed work week. An employee's eating period shall be scheduled such that the employee does not work more than five (5) consecutive hours without an unpaid eating period. This is not applicable where there is an agreement between the Employer and the Union for the employee(s) to work through their eating period.

3. Maternity Supplementary Employment Insurance Benefit Plan (SEIB)

Employees who qualify for the SEIB plan shall receive SEIB plan benefits to the end of their temporary term of employment or the end of the SEIB plan benefit, whichever comes first.

4. Change in Status

An employee who reverts to Auxiliary status shall be placed on sixteen percent (16%) in lieu of all benefits and paid leaves. If the employee subsequently receives a new temporary assignment that is three (3) months or more the employee shall immediately be placed back on benefits with no further waiting periods.

5. Re-employment

An employee who has worked one (1) continuous year or longer and who leaves service for reasons other than termination for cause, and is subsequently re-employed within one (1) year from the date of leaving for a Temporary Full-Time assignment that is three (3) months or more, shall immediately be placed back on benefits with no further waiting periods. Any previously accumulated hours for increments at the various pay grades shall be reinstated.

If re-employed as an Auxiliary or the Temporary Full Time assignment is less than three (3) months, the employee will receive sixteen percent (16%) in lieu of benefits and paid leaves.

PART D – SENIORITY

- (a) Auxiliary and Temporary Full-Time Employees who acquire seniority pursuant to Clause 12 of the Collective Agreement shall be entitled to use their accumulated seniority for the purposes of distinguishing between equivalently qualified applicants to posted positions in accordance with Clause 11.3(a) of the Collective Agreement.
- (b) Employees who have acquired seniority, terminate and are re-employed within one (1) year of termination, shall be reinstated on the seniority list except in the following circumstances:
  - (i) They were terminated for cause; or
  - (ii) They have applied for, or are in receipt of, their own Municipal Pension Plan pension benefits.

- (c) Temporary Full-Time Employees who are eligible to have their seniority reinstated under Part D (b) above, shall be entitled, during the one (1) year period referenced in Part D (b) above, to apply for postings as internal applicants and shall receive the same consideration under 11.3(a) as other internal applicants.

PART E – RECOGNITION OF PAST SERVICE UPON APPOINTMENT TO REGULAR FULL-TIME POSITION

Auxiliary or Temporary Full-Time Employees appointed to a Regular Full-Time position shall have their temporary or auxiliary hours worked subsequent to 1999 July 01 considered for the purposes of determining benefit waiting periods, increments, prorated vacation, vacation entitlement and length of service date.

SCHEDULE "C"

This is Schedule "C" referred  
to in Clause 23 of this Agreement

REGULAR PART-TIME EMPLOYEESPreamble

Part A and Part B of this Schedule apply to Regular Part-Time Employees covered by this Agreement. Clauses omitted from Part A do not apply and those Clauses in Part A referenced in Part B of this Schedule apply only as specified in Part B of this Schedule.

PART A - APPLICABLE CLAUSES AS PER THE AGREEMENT

1. DEFINITIONS
2. TERM OF THE AGREEMENT
3. UNION SECURITY
4. RIGHTS OF MANAGEMENT
5. REMUNERATION
  - 5.1 Salary Schedule
  - 5.2 Shift Differential
  - 5.3 Hiring Above First Step
  - 5.4 Effective Date for Individual Adjustments
  - 5.5 Derivation of Biweekly and Monthly Rates
  - 5.6 Premium Pay for Fluency in a Second Language
6. PAY FOR ACTING SENIOR CAPACITY
7. SPECIAL ALLOWANCES
8. OVERTIME, CALLOUT, STANDBY & MEAL BREAKS ..... Part B
9. VACATIONS AND PUBLIC HOLIDAYS..... 10(a)(1) of Part B
10. EMPLOYEE BENEFITS\*
  - Benefits or Pay in Lieu ..... Part B
  - 10.1 Benefit Administration
  - 10.2 Medical Coverage ..... 10(a)(2) of Part B
  - 10.3 Group Life Coverage ..... 10(a)(2) of Part B
  - 10.4 Dental Plan Services ..... 10(a)(2) of Part B
  - 10.5 Same Sex Benefit Coverage
  - 10.6A Sick Leave ..... 10(a)(3) of Part B
  - Sick Leave Advance ..... 10.6A(1)(i) of Part B

SCHEDULE "C" (cont'd)

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10.6B	Gratuity Plan .....	10(a)(3) of Part B
10.6C	Family Illness	
10.8	Compassionate Leave .....	10(c) of Part B
10.9	Maternity and Parental Leave (including SEIB) (see also 10(c) of Part B)	
10.10	General Leave of Absence	
10.11	Court Attendance and Jury Duty .....	10(c) of Part B
10.12	Resignation and Re-employment	
10.13	Municipal Pension Plan	
11.	<u>WORKING CONDITIONS</u>	
11.1	Work Week .....	Part B
11.1.1	Daily Guarantee	
11.2	<u>Posting Positions and Filling Vacancies</u>	
(a)	Posting	
(b)	Employee's Eligibility to Apply on an Equal Basis for Posted Positions	
(c)	Temporary Positions	
(d)	Procedures for Employees on Vacation or Authorized Leave	
(e)	Union Notification	
(f)	Posting Information	
(g)	Change of Jurisdiction	
(h)	Filling of Vacancies	
11.3	<u>Promotions, Transfers and Demotions</u>	
(a)	Criteria for Selection	
(b)	Trial Period	
(c)	Pay Rates Upon Promotion	
11.4	Probationary Period	
11.5	Layoff and Bumping .....	Part B
11.6	Recall .....	Part B
11.7	Changes Affecting the Agreement	
11.8	Directives Interpreting the Agreement	
11.9	Personnel Records	
11.10	Procedure for Obtaining Membership Information	
11.11	Employees with Disabilities	
11.12	Reclassification of Positions and Classification of New Positions	
11.13	Occupational Health and Safety	
11.14	Security and Related Monitoring Equipment	
11.15	Student and Grant Employment	
12.	<u>SENIORITY</u>	
13.	<u>LEAVE OF ABSENCE - OFFICIAL UNION REPRESENTATIVE</u>	
14.	<u>DISCIPLINE, SUSPENSION AND DISCHARGE</u>	
15.	<u>GRIEVANCE PROCEDURE</u>	
15.1	Grievances	

SCHEDULE "C" (cont'd)

- 15.2 Policy Grievances
- 15.3 Suspension or Dismissal
- 15.4 Variations
- 16. TECHNOLOGICAL CHANGE
- 17. EMPLOYMENT EQUITY
- 18. AGREEMENT AS TO CONDITIONS NOT MENTIONED
- 19. OCCUPATIONAL HEALTH PLAN
- 20. HUMAN RIGHTS
- 21. HARASSMENT
- 22. CONSULTATION COMMITTEE

SCHEDULE "A" (including Footnotes for Pay Plan Structure section, where applicable)SCHEDULE "A-1"SCHEDULE "F" – Employment Standards Act PrinciplesSCHEDULE "G" – Employment EquityLETTER OF UNDERSTANDING – TelecommutingLETTER OF UNDERSTANDING – Layoffs Due to Contracting OutLETTER OF UNDERSTANDING – Long Term Replacement of Regular EmployeesLETTER OF UNDERSTANDING – Dues Deductions and Acting AssignmentsLETTER OF UNDERSTANDING – Expedited Dispute Resolutions ProcessLETTER OF UNDERSTANDING – Union ObserversLETTER OF UNDERSTANDING – Union-Paid Leave for Employees Who Are Not "Official Union Representatives"

PART B – APPLICABLE CLAUSES AS PER THIS SCHEDULEB. 8. OVERTIME, CALLOUT, STANDBY & MEAL BREAKSB. 8.1 Overtime(1) Overtime for Employees Working Standard Hours

- (a) Overtime compensation shall be paid for all overtime worked at time and one-half (1.5X) the regular rate of pay for the first two (2) hours of overtime worked in excess of eight (8) hours in a day or forty (40) straight-time hours in a week and double (2X) the regular rate of pay for all overtime in excess of the first two (2) hours
- (b) When an employee has not worked forty (40) straight-time hours on five (5) days during the week, the employee may work on the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) day of work in that week at straight-time pay until such time as the employee has worked forty (40) straight-time hours and thereafter overtime provisions shall apply.
- (c) Employees shall not have less than thirty-two (32) consecutive hours free from work between each week. Where an employee works within the thirty-two (32) hour free period, the time worked during the work free period shall be subject to the appropriate overtime provisions

(2) Overtime for Employees Working in Areas with Compressed Work Week Hours

- (a) Where a Regular Part-Time Employee is replacing an employee or is required to work compressed work week hours, overtime compensation shall be paid for all hours worked in excess of:
  - (1) the greater of eight (8) hours in a day or the daily hours for the compressed work week; or
  - (2) the greater of forty (40) straight-time hours in a week or the straight-time hours the compressed work week schedule would have included in that week.

Overtime shall be paid on the basis of time and one-half (1.5X) the regular rate of pay for the first two (2) hours of overtime and double (2X) the regular rate of pay for all overtime in excess of the first two (2) hours.

- (b) When an employee has not worked forty (40) straight-time hours during the week, the employee may work additional hours that week at straight-time pay until such time as the employee has worked forty (40) straight-time hours and thereafter overtime provisions shall apply.

- (c) Employees shall not have less than thirty-two (32) consecutive hours free from work between each week. Where an employee works within the thirty-two (32) hour free period, the time worked during the work free period shall be subject to the appropriate overtime provisions
- (3) Where an additional shift would create an overtime situation, an employee has a responsibility to obtain approval from the supervisor(s) involved before working extra shift(s).

#### B. 8.4 Meal Breaks

- (a) Employees who are required to work overtime while relieving in a Regular Full-Time position shall be eligible for one-half (½) hour paid Meal Periods at double (2x) the employee's regular rate of pay.
- (b) Employees who are required to work overtime on the sixth (6th) and seventh (7th) day of the week pursuant to Clause 8.1(b) shall be eligible for a one-half (½) hour paid meal period at the applicable overtime rate.

#### B. 10. EMPLOYEE BENEFITS

##### Benefits – Regular Part-Time Employees or Pay in Lieu

- (a) A Regular Part-Time Employee shall receive the following benefits:
  - (1) A payment of eleven percent (11%) of regular earnings in lieu of vacation and public holiday pay; (A Regular Part-Time Employee may, upon request, be granted leave of absence without pay for vacation purposes with scheduling subject to operational requirements.);
  - (2) Medical, Extended Health, Group Life and Dental on the same basis as Full-Time Employees effective the first day of the month following the date of hire; the Employer and employees shall pay their contractual portion of the premiums for Extended Health, Group Life, and Dental, and the employee shall pay 100% of the premium for Medical;
  - (3) Sick leave and gratuity plan coverage on a prorated basis (including a proration of the maximum sick leave and gratuity accumulation), calculated on the same proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Regular Part-Time Employees shall qualify after completion of six (6) calendar months' service based on the Regular Part-Time Employee's schedule of hours;
  - (4) WorkSafeBC coverage on an approximate net pay basis after completion of six (6) calendar months of employment.
- (b) Where a Regular Part-Time Employee's core hours are reduced such that the employee no longer qualifies as a Regular Part-Time Employee, the benefit

coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid either twelve percent (12%) or sixteen percent (16%) in lieu of all benefits and paid leaves depending on whether or not they have worked 1200 hours in two (2) consecutive calendar years.

- (c) Regular 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 Employee shall not be paid the ten percent (10%) in lieu of benefits when on unpaid leave of absence.
- (d) No other benefits shall be provided to Regular Part-Time Employees unless expressly stated in this Clause.

B. 10.6A(1)(i) Sick Leave Advance (Employees shall be eligible for an advance of prorated sick leave days on the same basis as Regular Full-Time Employees, i.e. on June 30 and December 31)

B. 11.1 Daily and Weekly Hours

The standard daily and weekly hours for Regular Part-Time Employees shall, for purposes other than overtime (e.g.: increments, determining employee status, etc.), be deemed to be those found in Schedule "A" of the Collective Agreement. Overtime shall be in accordance with 8.1(1) or (2), described above, as applicable. Where a Regular Part-Time Employee works a shift that is longer than five (5) consecutive hours, the Employer shall schedule an unpaid eating period during the shift so as to prevent the employee from working more than five (5) consecutive hours without an unpaid eating period. On a day where an employee works:

- (a) Between four (4) and six (6) hours, these hours of work are inclusive of one (1) ten (10) minute paid rest period where operationally feasible; or
- (b) More than six (6) hours, these hours of work are inclusive of one (1) ten (10) minute paid rest period; or
- (c) Seven (7), seven and one-half (7½), or eight (8) continuous hours of work in a manner consistent with 11.1.A, these hours of work are inclusive of two (2) ten (10) minute paid rest periods.

This is not applicable where there is an agreement between the Employer and the Union for an employee(s) to work through their eating or rest periods.

SCHEDULE "C" (cont'd)

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B. 11.5 Layoff and BumpingB. 11.6 Recall

## Letter of Understanding on Layoff and Recall

It being understood that as noted in the Letter of Understanding on Layoff and Recall, for Regular Part-Time Employees the buyout of recall rights shall be on a prorated basis calculated on the same proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of position.

Schedule "A" - Increments

Where ranges exist, eligibility for advancement from one step to the next (increment) shall be based on the completion of the equivalent number of hours as a full-time employee occupying a thirty-five (35) hour per week position. Increments shall apply in accordance with Schedule "A" based on the equivalent number of hours for six (6) month and twelve (12) month increments. For example:

Pay Grades	Step 2	Step 3	Step 4/5
9 to 14	913 hrs	913 hrs	1827 hrs
15	913 hrs	1827 hrs	1827 hrs
16 and up	1827 hrs	1827 hrs	1827 hrs

Regular Part-Time Employees in classifications referenced in footnote (a) of Schedule "A", Footnotes for Pay Plan Structure 1997-1999, will be eligible for increments upon completion of the equivalent number of hours for a six (6) month increment

All hours worked as a Regular Part-Time Employee, including those hours worked as a Temporary Full-Time Employee and Auxiliary Employee, at the same pay grade are accumulated for the purpose of determining eligibility for increments in any classification at the pay grade.

SCHEDULE "E" – Matters Arising from Collective Bargaining (as applicable)

SCHEDULE "D"

This is Schedule "D" referred  
to in Clause 23 of this Agreement

SUPPLEMENTARY VACATIONS: EXPLANATION OF THE TABLE

In the table the figure to the left of the oblique stroke shows the number of working days\* of regular annual vacation.

The figure to the right of the oblique stroke shows the number of working days of supplementary vacation, and appears in the calendar year in which they are credited to an employee. These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited but prior to the one in which the next five (5) days are credited.

Example:

An employee hired in 2002 is in their eleventh (11<sup>th</sup>) calendar year during 2012. The employee in 2012 will be credited with five (5) supplementary working days which may be taken at any time between 2012 and 2016, both years included. In 2017 the employee will be credited with a further five (5) supplementary working days, etc.

\*The working day entitlement is based upon a five (5) day work week.

TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION ENTITLEMENT IN WORKING DAYS FOR THE YEARS 2020 TO 2029 BY YEAR HIRED

Year Hired	ENTITLEMENT YEAR									
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
2022	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-
2021	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-
2020	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-
2019	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5
2018	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-
2017	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-
2016	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-
2015	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-
2014	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5
2013	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-
2012	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-
2011	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-
2010	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-
2009	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5
2008	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-
2007	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-
2006	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-
2005	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-
2004	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5
2003	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-
2002	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-
2001	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-
2000	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1999	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1998	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1997	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1996	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1995	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1994	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1993	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1992	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1991	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1990	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1989	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1988	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1987	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1986	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1985	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-

## SCHEDULE "E"

This is Schedule "E" referred  
to in Clause 23 of this Agreement

### MATTERS ARISING FROM COLLECTIVE BARGAINING

#### 1. 1977 Negotiations

##### 1.1 Compressed Work Week

With respect to the Unions' proposal for a Compressed Work Week based on present hours, it is agreed that decisions regarding whether or not, and if so, to what extent compressed work weeks should be introduced should be made in local discussions between the Employer and the Union. It is agreed, however, that arrangements for the conversion of fringe benefits from a 5-day week basis to a 4-day week basis or to a 9-day fortnight basis shall be made in accordance with one or other of the standard formulas the details of which are set forth in Appendix "1" which is attached to this Schedule.

It is expressly agreed that the various formulas which are to be included within all new Agreements, are to be based upon the principle that any adjustment from a 5-day week is to be accomplished with neither any additional salary or benefit cost to the Employers nor any reduction in the salaries or benefits received by their employees.

##### 1.2 Regular Full-Time Employees

The Employer agrees in principle that Swimming Instructors I and II, and Aquatic Specialists regularly working thirty-five (35) hours per week twelve (12) months of the year under Schedule "A-1" hereto should be included under Schedule "A" hereto and be entitled to the provisions thereof.

#### 2. 1986-1987 Negotiations

##### 2.1 Group Life Plan

The Employer shall provide the Union with a minimum of sixty (60) days' notice of any change of carrier providing Group Life coverage. The Employer shall review annually with the Union the status of their Group Life Plan and any surpluses generated by the Plan experience shall be utilized to provide a premium holiday for both Employer and employees in accordance with current cost sharing of premiums unless other arrangements mutually satisfactory to the parties can be reached.

3. 1994-1996 Negotiations

3.1 Parking (amended in the 2003-06 negotiations)

Notwithstanding the Employer's prior notice to cease providing free parking commencing 1995 January 01, the Employer agrees to delay the implementation of a paid parking system and will provide employees who currently have free parking available to them with sixty (60) days' notice prior to the date a paid parking system is implemented. Prior to such implementation, the Employer will meet with the Union to discuss impacts and issues and, effective 2004 June 17, the Employer further commits that any moneys collected as part of the Employer-paid parking program will be applied to an Employer transportation program.

4. 1997-1999 Negotiations

4.1 Group Life Insurance

Effective 1997 August 16, the Employer and Union agree to delete the \$1,000 paid up coverage for retirees. The Employer shall have the option of working out an arrangement with retirees to pay out a portion of the benefit.

5. 2003-2006 Negotiations

5.1 Joint Sick Leave Committee

As soon as possible after the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to establish a joint Union-Management sick leave committee consisting of not more than three (3) representatives of the Union and three (3) representatives of the Employer. Where the Union representatives are employees of the Employer (not including employees on a leave of absence), they shall be eligible for leave without loss of pay for meetings of the committee.

The purpose of the committee shall be to discuss ways to address excessive and inappropriate usage of sick leave in order to recoup lost productive time and to review the issue of medical certificates and their related costs. The Employer shall provide this committee with regular updates on sick leave usage in order to facilitate the discussions.

6. 2007-2011 Negotiations

6.1 Joint Committee – Auxiliary Scheduling

The Employer will review the feasibility of developing or acquiring a system(s) or establishing processes that will:

- facilitate the scheduling of Auxiliary staff in both the City and Park Board;

- assist in matching employees' skills, competencies, and qualifications with the availability of work;
- make more transparent to both employees and members of the public seeking work the employment opportunities within the City and Park Board; and
- link available employment opportunities to the City's recruitment and advertising processes, including use of civic websites.

As part of the above review, the Employer and the Union will establish a Joint Committee consisting of not more than three (3) representatives from each party to discuss auxiliary scheduling system(s) and processes and to discuss the means by which Auxiliary Employees' seniority may be considered in work scheduling, without unduly compromising or impeding operational requirements. The Committee will also consider the means by which Auxiliary and Temporary staff may register their availability for work and their intent to:

- seek Regular Full-Time or Regular Part-Time Employee status;
- return from one season to another or from one program period to another; or
- simply be available on an on-call basis.

The Joint Committee will report its findings to the Employer and the Union by June 30, 2008.

## 6.2 Auxiliary Employee Conversion Review

A Joint Committee consisting of not more than three (3) representatives from the Employer and the Union will be established to discuss the applications of the Employee Definitions with a view to converting, where appropriate, auxiliary hours to either Regular Full-Time or Regular Part-Time Employee positions.

The Employer shall share with the Union all information necessary for the review process, including the pattern of auxiliary hours over the past two (2) years and the operational criteria applied previously in conversion reviews done by the parties in both Parks and the City. The Union will also be provided with the opportunity to conduct worksite visits to review existing employees' shift schedules.

After discussions by the Joint Committee, the Employer will identify the auxiliary hours that the Employer is prepared to convert to Regular Full-Time or Regular Part-Time Employee positions based on the criteria of previous conversion reviews; the Employer will also identify the employees who would be affected by such conversion.

The Employer's conversion proposal will be reviewed by the Joint Committee and reasonable consideration will be given to additional possible conversions proposed by the Union.

The Joint Committee will then make its report to the General Manager, Human Resource Services who will provide recommendations to City Council and the Park Board by June 30, 2008.

The Joint Committee will conduct a second conversion review to be completed by June 30, 2011.

APPENDIX "1" OF SCHEDULE "E"

Principles Governing the Conversion of Employee Fringe Benefits  
in Cases of Introduction or Renewal of Compressed Work Weeks

In the event that any of the parties to this Memorandum of Agreement decide in local discussions to extend the existing conversion of, or to convert the work week of the employees staffing the whole or a part of an Employer's operations, from five (5) working days to four (4) working days per week or to nine (9) working days per fortnight, it has been agreed that such employees' fringe benefits shall be converted as follows:

1. Basic annual working hours shall be calculated as  $260.89 \times$  daily working hours as per the 5-day week; e.g.,  $260.89 \times 7 = 1826\frac{1}{4}$ , or  $260.89 \times 7.5 = 1956.675$ .
2. Basic annual public holiday hours shall be calculated as  $12 \times$  daily hours as per the 5-day week; e.g.,  $12 \times 7 = 84$ , or  $12 \times 7.5 = 90$ .
3. Account shall be taken of the difference in basic annual rest period allowances; e.g.,  $52.178 \text{ weeks} \times 5 \text{ days} \times 20 \text{ minutes} (=86.96 \text{ hours})$  in the case of the standard 5-day week;  $52.178 \times 4 \times 20 \text{ minutes} (=69.57 \text{ hours})$  in the case of the 4-day week; and  $52.178 \times 4.5 \times 20 \text{ minutes} (=78.27 \text{ hours})$  in the case of the 9-day fortnight.
4. Employees shall have at least two of their days off in any week consecutive, and such days off shall for purposes of Overtime pay be deemed to be the "first scheduled rest day" and the "second scheduled rest day". Pay for any work on the third day off in any week shall be in accordance with normal daily overtime rates.
5. For the purposes of Overtime pay on scheduled working days, normal daily working hours and the normal work week shall be considered to be those lengths of time established by the parties pursuant to paragraph 8 herein.
6. Annual Vacation entitlement and all credits for Deferred Vacation, Supplementary Vacation, Sick Leave benefits and Gratuity benefits shall be converted from working days to working hours by multiplying the number of days to an employee's credit by the daily working hours as per the previous 5-day week. All deductions or debits shall be made on the basis that each working day of absence shall be measured as the length of time established by the parties pursuant to paragraph 8 herein.
7. Notwithstanding any Clause in a Collective Agreement to the contrary, an employee shall not receive pay for acting senior capacity where the employee has been temporarily required to accept the responsibilities and carry out the duties of a senior position because of the absence of the incumbent of that senior position due to the compressed work week.
8. In order to establish the length of the compressed work day and the compressed work week, the parties are to be governed by the principle that the basic annual working hours less basic annual public holiday hours and less basic annual rest period allowances are to remain the same under the compressed work week as they were under the standard work week.

The parties will be free to decide how to deal with the matter of public holidays in accordance with one or other of the three following ways, and their decisions will determine automatically the lengths of the compressed work day and work week:

- (a) Revert to a standard 5-day week in any week when a public holiday occurs;
  - (b) Change days off during any week when a public holiday occurs in order that each employee will work on 4 days in every week of the year with the sole exception being when Christmas Day and Boxing Day are observed in the same week in which case each employee will work 3 days in that week and 5 days in the immediately preceding week.
  - (c) Have a compressed work day off with pay for each public holiday, and owe the Employer the difference in hours between the length of the compressed work days and the length of the employee's former standard work day.
9. Whenever any doubt arises as to how the fringe benefit conversion should be made with respect to any item (whether or not covered by this Appendix "1"), the doubt shall be resolved by reference to the basic principle agreed upon by all parties to this Memorandum, i.e., there shall be no additional salary or benefit cost to the Employer, and no reduction in the salaries or benefits received by the employees.
10. In the event any Employer and its respective Union wish to amend or continue an existing experimental compressed work week, or wish to introduce a compressed work week, they will be required to obtain the approval of the Joint Language Sub-Committee with respect to their proposed formula for converting employee fringe benefits.

SCHEDULE "F"

This is Schedule "F" referred  
to in Clause 23 of this Agreement

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.

### SCHEDULE "G"

This is Schedule "G" referred  
to in Clause 23 of this Agreement

### EMPLOYMENT EQUITY

- A. The Employer and the Union agree to indicate their support of Employment Equity by agreeing to the following:
- (1) The Employer will provide, subject to budgetary restrictions, multicultural awareness training to departments on an as-requested basis.
  - (2) The Union agrees to support Employment Equity programs such as Literacy Training, including financial support.
  - (3) The Employer and the Union agree with such on-going concepts as the Native Outreach and Placement Programs.
  - (4) The Employer and the Union agree, as part of a rehabilitative program in conjunction with CUPE Local 1004, to discuss retraining options, alternate employment opportunities, waiving of seniority and posting requirements, and crossing jurisdictional boundaries for employees who are unable to perform their jobs as a result of becoming "persons with disabilities".

B. Employment Equity Committee

The Employer, CUPE Local 15 and CUPE Local 1004 agree to establish a committee to review matters related to Employment Equity including the review of specific job classes which are under-represented by women, visible minorities, First Nations people, and persons with disabilities. Where there is mutual agreement, such under-represented positions may be posted externally and internally at the same time.

SCHEDULE "H"

This is Schedule "H" referred  
to in Clause 23 of this Agreement

EARNED DAYS OFF (EDO)

The Employer and the Union agree to a system of Earned Days Off (EDO) as follows:

1. The EDO system shall apply to all Regular Full-Time Employees, and Temporary Full-Time Employees who have worked and continue to work in a full-time capacity continuously in excess of six (6) months, and are not otherwise maintained on some alternate form of compressed work week. A Temporary Full-Time Employee who has qualified for EDO, leaves employment and returns within three (3) months, shall be placed back on EDO immediately.
2. Employees who work a 7, 7½, or 8-hour day shall work an additional thirty (30) minutes per day at straight-time rates resulting in a 7-hour 30 minute day (7.50 hours), or an 8-hour day, or an 8 hour 30 minute day (8.50 hours).
3. Breaks will consist of a one (1) hour unpaid lunch break with two (2) ten minute paid rest breaks, one occurring in the first half and one in the second half of the shift. Those operations with a one-half (½) hour unpaid lunch break shall remain at a thirty (30) minute unpaid lunch break.
4. The additional time worked (30 minutes/day) results in fifteen (15) paid days off over the course of a year and an additional three (3) paid days which will be scheduled in conjunction with the public holidays of Christmas and Boxing Day to provide for a shut down between Boxing Day and New Year's Day. For those employees who are required to work during the shutdown, the three (3) additional EDO days may be scheduled during the current year at the discretion of the employee upon providing a minimum of forty-eight (48) hours notice to their General Manager (or exempt designate).

Employees required to work during the shut down shall be notified no later than December 1<sup>st</sup> of such requirement. Where such notice has not been given and it is not possible to reschedule the time off prior to the end of the year, such days shall be paid out unless suitable alternate arrangements can be made between the employee and their General Manager (or exempt designate).

5. The balance of the EDO days may be scheduled by the General Manager in a manner that attempts to create a balance between the work and lifestyle interests of employees and the operational and customer service requirements of the Employer. In some situations this may result in pre-scheduled days off (not necessarily Monday or Friday) that provide employees a consistent day off approximately every three weeks on which they can normally rely. In other situations this may result in scheduled days off at times that are mutually acceptable to the employee and their General Manager (or exempt designate) and in some situations this may result in employees being held accountable for scheduling their own time off in a manner that ensures for an appropriate balance.

6. If an employee is required by the Employer to work on a pre-scheduled or mutually agreed upon EDO day off, the employee may reschedule the day off to any time within the following four (4) month period providing they provide forty-eight (48) hours' notice.
7. Notwithstanding items 4, 5 & 6 above, EDO days cannot be banked, must be taken prior to year end and will not be paid out unless, for reasons completely beyond the control of the employee, the employee has been unable to reschedule, prior to the end of the year, an EDO day previously cancelled by the Employer.
8. While the parties agree that the existing Labour Management committees in the Park Board and City may be used to discuss and attempt to resolve scheduling problems arising from the initial implementation of the EDO system, both parties recognize that this does not create a right to grieve either the method of scheduling chosen or the actual schedule implemented. This shall not limit the Union's ability to grieve matters related to discipline, discrimination or improper interpretation or application of the Collective Agreement.
9. For the purpose of applying overtime, the "standard hours of work" shall be considered to be 7.52, 8.02 or 8.52 hours, whichever is appropriate.
10. An employee's annual vacation entitlement shall be converted to "working hours" based on either a 7, 7.5 or 8-hour day and credited to the employee. For example, an employee with 3 weeks' vacation shall be entitled to 105, 112.5 or 120 hours of vacation time depending on whether they previously were on a 7-hour, 7.5-hour, or 8-hour day. Debiting for vacation taken shall be on the basis of 7.52, 8.02 or 8.52 hours per day (see Appendix "1" of Schedule "H").
11. Similarly, an employee's sick leave and gratuity credits shall be converted to "working hours" and shall be credited and debited in the same manner as vacation.
12. Employees who are required to provide coverage for and to perform the work of another employee or employees on an EDO day shall not be entitled to acting senior capacity pay, extra pay grades, or to have such extra work considered when making application for a reclassification.
13. Nothing in this Schedule "H" shall limit the Employer's ability to schedule standard hours of work as described in Section 11.1.A of the Collective Agreement and to schedule non-standard hours of work as described in Section 11.1.B of the Collective Agreement.

This is Appendix "1" of Schedule "H" referred to in paragraph 10.

APPENDIX "1" OF SCHEDULE "H"

Calculation Of Working Hours Per Day For The Earned Days Off System

In accordance with Appendix "1" of Schedule "E" of the Collective Agreement and the method of calculation which has been previously agreed upon between the Employer and the Union for calculating the length of the work day and benefit entitlements under various forms of the compressed work week, the Employer and the Union agree that the following calculations shall govern the Earned Days Off System (EDO). The principles being that:

1. the basic annual paid working hours less basic annual public holiday hours less annual paid rest periods are to remain the same under the EDO system as they were under a standard 5 day work week system, and
2. there shall be no additional salary or benefit cost to the Employer associated with implementing EDO schedules beneficial to the employees and there shall be no loss in the salaries or earned benefit hours received by the employees.

Outlined below are calculations for a seven (7) hour per day EDO system. Similar calculations shall apply in those situations where the original length of the standard day was either seven and one-half (7.5) hours or eight (8) hours per day.

	1826.25	Working Hours per Year (Existing 5 Day work week schedule)
less	<u>84.00</u>	Public Holiday Hours (7 hours x 12 Public Holidays)
	1742.25	Total Working Hours per Year
less	<u>6.00</u>	Lost Compensation for 2 – 10 Minute Rest Periods x 18 EDO Days
	1736.25	Total Actual Paid Working Hours per Year

Total Average Working Days per Year on EDO = 260.89 – 12 (Public Holidays) – 18 (EDO Days) = 230.89 Days

Note: Average Working Days per Year is adjusted for the leap year cycle

$$\begin{aligned}
 \text{Length of EDO Work Day} &= \frac{\text{Total Actual Paid Working Hours per Year}}{\text{Total Average Working Days per Year on EDO}} \\
 &= \frac{1736.25}{230.89} \\
 &= 7.52 \text{ Hours per Day} \\
 &= 7 \text{ Hours } 31 \text{ Minutes}
 \end{aligned}$$

Notwithstanding the above calculations, the Employer and the Union have agreed that the length of the work day shall be 7 hours and 30 minutes (7.50 Hours per day) for the days that an employee actually works.

**VACATION ENTITLEMENT CONVERSIONS****5 Day Week Schedule****Conversion****EDO Schedule**

10 days (10 x 7 hrs per day = <b>70 hrs</b> )	70/7.52 hrs per day	9.31 days ( 9.31 x 7.52 = <b>70 hrs</b> )
15 days (15 x 7 hrs per day = <b>105 hrs</b> )	105/7.52 hrs per day	13.96 days (13.96 x 7.52 = <b>105 hrs</b> )
20 days (20 x 7 hrs per day = <b>140 hrs</b> )	140/7.52 hrs per day	18.62 days (18.62 x 7.52 = <b>140 hrs</b> )
25 days (25 x 7 hrs per day = <b>175 hrs</b> )	175/7.52 hrs per day	23.27 days (23.27 x 7.52 = <b>175 hrs</b> )
30 days (30 x 7 hrs per day = <b>210 hrs</b> )	210/7.52 hrs per day	27.93 days (27.93 x 7.52 = <b>210 hrs</b> )

## SCHEDULE "I"

This is Schedule "I" referred  
to in Clause 23 of this Agreement

### VACATION SCHEDULING AND OVERTIME CONFLICTS

#### (1) Vacation Scheduling

Managers are expected to consider the following factors in the approval of vacation requests:

- (1) number of employees off at one time,
- (2) work load issues surrounding the time of the vacation request,
- (3) special employee qualifications and competencies required to perform the work,
- (4) compassionate issues, and
- (5) the recent or upcoming leaves of employees.

Where such factors do not assist in distinguishing between competing vacation requests, and there has been a reasonable distribution of prime vacation time, the most senior employee shall be given preference for all or part of their vacation request. The Employer will not cancel approved vacations for other than operational reasons.

#### (2) Overtime Conflicts

On occasion it is necessary to require employees to work overtime in order to meet operational and customer service requirements. It is recognized that in many situations the choice of who shall have access to overtime is prescribed by the nature of the work itself, the knowledge, capabilities and competencies of those required to do the work, the natural attachment of the work to a specified position, process, project or shift or by the exigencies at the time the overtime arises (including the lead time available prior to making the decision to use overtime). Where the overtime is not prescribed as above, could be done by a number of employees, there has already been a reasonable degree of sharing in such overtime and there are competing interests for the immediately available overtime work then the most senior employee shall be given preference.

#### (3) Decisions rendered in accordance with the above provisions are not subject to the grievance process. This shall not, however, limit the Union's general ability to grieve matters related to discrimination as per Clauses 4 or 20 or discipline.

SCHEDULE "J"

This is Schedule "J" referred  
to in Clause 23 of this Agreement

RE: HOURS OF WORK -

COMMUNITY RECREATION COORDINATOR I, II, III; RECREATION PROGRAMMER I, II; RECREATION PROGRAMME ORGANIZER; ARTS AND CRAFT SPECIALIST; AMATEUR SPORTS AND FITNESS SPECIALIST; DIRECTOR - CAMP CAPILANO; COMMUNITY RECREATION WORKER; NEIGHBOURHOOD CO-ORDINATOR; HEALTH CLUB ATTENDANT AND RECREATION FACILITY CLERK

1. Except as noted below, the Hours of work of the above-mentioned classes shall be on a basis of 35 hours per week. The daily work period shall revolve around a requirement of 7 hours per day.
2. Scheduling of hours and programmes must be arranged to provide that permanent employees required for the afternoon shift will not be required to be on the premises after 10:30 p.m. unless otherwise mutually agreed between the parties.
3. Scheduled events which are predictable in continuing past the above time limits as listed in Item 2 shall require that the employees receive previous authorization for the working of this extended time.
4. Every effort shall be made by all parties concerned to operate within the framework of the established hours.
5. Swimming Instructor-Attendants will continue to work a 37½ hour work week.
6. Cashier may work longer hours when applicable.

## LETTER OF UNDERSTANDING

This is a Letter of Understanding referred to in Clause 23 of this Agreement

### 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 General Manager, Human Resource 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 General Manager, Human Resource Services 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 General Manager, 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 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, Sick Leave and Gratuity 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.

(2) Supplementary Vacation

Supplementary vacation shall not be prorated as a result of an employee participating in a Job Sharing arrangement.

(3) 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.

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

The Employer shall pay a prorated share of the premiums for the above-noted benefits 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:

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

For the period of the Job Sharing arrangement, the employee shall have sick leave and gratuity 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.

(6) Vancouver Employees' Savings Plan

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

(7) Superannuation

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

(8) 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 and Regular Part-Time Employees

Auxiliary and/or Regular 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.

LETTER OF UNDERSTANDING – JOB SHARING (cont'd)

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.

SIGNED this 13th day of April, 1989.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

"Mike Zora"

"Ron Richings"

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## LETTER OF UNDERSTANDING

This is a Letter of Understanding referred  
to in Clause 23 of this Agreement

### CHANGES TO HOURS OF WORK

Where the Employer wishes to change the hours of work (which includes work week), of an employee or a position, in a manner not already provided for within the terms of the Collective Agreement or as otherwise agreed by the parties, the following shall apply:

A. Informal adjustment of hours by mutual consent

A supervisor and an employee may, by mutual consent, at the written request of either party, agree to vary the employee's hours of work, for such fixed period as the parties may agree or in the absence of such fixed period, for as long as both parties continue to consent. Such variation in the hours of work shall not establish a precedent. Employees will not be eligible for additional premiums provided for in the Collective Agreement for working outside normal hours if the change is initiated by the employee. If any informal arrangements extend beyond six (6) months, the Union will be notified and if the Union objects the informal arrangement will be discontinued.

B. Formal change to hours of work

1. The Employer shall provide the Union with no less than thirty (30) calendar days' written notice of the intended change, the names of the position(s) and incumbent(s) impacted, the reason(s) for the change and duration, and provide an opportunity to meet within the thirty (30) days of the Union receiving the written notification in order to discuss the proposed change(s).
2. The Union shall provide a written response within thirty (30) calendar days of the meeting which shall include primary reasons for withholding their consent.
3. The Union shall not unreasonably withhold consent to the altered hours of work proposal.
4. Where the reason(s) for the change include a bona fide operational requirement that employees subject to this Agreement be available to support City operations staffed by employees represented by CUPE Local 1004, such bona fide operational requirement shall be presumed to constitute a reasonable justification and sufficient basis for implementation of the altered hours of work pursuant to this Letter of Understanding.
5. Where there is no mutual agreement, the matter may be referred within twenty (20) calendar days of receiving the Union's response to an Hours of Work Umpire who shall convene a hearing for a final and binding decision at any time, but no later than twenty (20) calendar days from the date the Employer referred the matter to the Umpire. No change to the hours of work shall be implemented

until such time as the Umpire has reached a decision and notified both parties in writing. It shall be the Employer's responsibility for establishing the rationale for the change in hours of work.

6. The cost of the Umpire shall be borne by the Employer. Where it is necessary to pay for accommodation, the cost shall be borne equally by the Employer and the Union.
7. The Hours of Work Umpire shall evaluate whether the Union has been unreasonable in denying the Employer's request after considering the Employer's rationale for the proposal, the impact on the personal and family needs of any affected incumbent(s), and the Union's rationale for denying the request.
8. Decisions of the Umpire shall not be precedent setting and shall be made within fourteen (14) calendar days of the matter being heard.
9. The Hours of Work Umpire shall be selected from the following list on a rotating basis. Should an Umpire not be available or indicate they will not be able to meet the time limit, the next name on the list shall be selected.

David McPhillips  
John McConchie

Judi Korbin  
Chris Sullivan

Stan Lanyon  
Elaine Doyle

10. Employees who are affected by an hours of work change under this Letter of Understanding shall be offered the amended work shifts on the basis of seniority (high to low) provided they are qualified to perform the work. In the event there are insufficient employees who agree to accept the work shifts, the Employer shall assign the work in reverse order of seniority (low to high) to employees qualified to perform the work.
11. The parties agree that the Shift Premium provision applies outside the normal hours as referenced under the Shift Premium provision for any of the seven (7) days of the week.
12. Except as provided in #13 below, the process established in "B" of this Letter shall be used to revert to the hours of work previously in effect or to make further adjustments to the hours.
13. Nothing in this Letter impacts the current 1976 Letter of Understanding on the Compressed Work Week and the cancellation provision contained therein, where City Council has resolved to invoke the cancellation. In such event, the Employer may cancel any Compressed Work Weeks established under this Letter of Understanding.
14. The Employer and the Union agree that procedures under this Letter of Understanding do not relate to a "difference" within the meaning of Section 104(1) of the Labour Relations Code.

DATED this 16th day of November, 1995.

SIGNED ON BEHALF OF THE  
EMPLOYER:

\_\_\_\_\_  
"John Grant"

\_\_\_\_\_  
"Marilyn Clark"

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

\_\_\_\_\_  
"Tom Timm"

SIGNED ON BEHALF OF THE UNION:

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

\_\_\_\_\_  
"J. Lynne"

\_\_\_\_\_  
"Brenda Coombs"

\_\_\_\_\_  
"Wolfram Tilgner"

\_\_\_\_\_  
"Paul Griffin"

Amended by the 2012-2015 Memorandum of Agreement  
Dated 2012 October 27

## LETTER OF UNDERSTANDING

This is a Letter of Understanding referred  
to in Clause 23 of this Agreement

### HOURS OF WORK EVENING, EARLY MORNING, OR SATURDAY MEETINGS

Notwithstanding the provisions of Clause 11.1, effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree as follows:

#### Evening, Early Morning and Saturday Meetings

1. Employees whose job duties require them to: make presentations; collect and analyze information; or directly support senior managers; at City Council, Park Board, advisory panels or public consultation meetings may be required to attend early morning, evening or Saturday meetings.

These employees may be required to flex their hours between 7:00 a.m. and 10:00 p.m. on any two days Monday through Thursday in order to accommodate these meetings. Employees and supervisors will work out their shift scheduling, including start and stop times and/or alternate time off, if applicable. Employees will schedule their hours of work with the agreement of their supervisor. Where there is no agreement, supervisors shall set the schedule with a minimum of ten (10) calendar days' notice to the employees.

These employees may be required once in a calendar month, up to eight (8) times per year, to attend meetings on a Saturday. Employees and supervisors will work out their shift scheduling, including start and stop times and/or alternate time off, if applicable. Employees will schedule their hours of work with the agreement of their supervisor. Where there is no agreement, supervisors shall set the schedule with a minimum of ten (10) calendar days' notice to the employees.

Saturday schedules set unilaterally by the supervisor shall include: two (2) contiguous days of rest (Sunday and Monday) on the weekend that a Saturday is worked; or three (3) contiguous days of rest (Friday, Saturday and Sunday) on the weekend immediately following a Saturday worked.

LETTER OF UNDERSTANDING – HOURS OF WORK  
EVENING, EARLY MORNING OR SATURDAY MEETINGS (cont'd)

Signed this 16th day of November, 1995.

SIGNED ON BEHALF OF THE  
EMPLOYER:

\_\_\_\_\_  
"John Grant"

\_\_\_\_\_  
"Marilyn Clark"

\_\_\_\_\_  
"Tom Timm"

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

SIGNED ON BEHALF OF THE UNION:

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

\_\_\_\_\_  
"Paul Griffin"

\_\_\_\_\_  
"Wolfram Tilgner"

\_\_\_\_\_  
"J. Lynne"

\_\_\_\_\_  
"Brenda Coombs"

Amended by the 2012-2015 Memorandum of Agreement  
Dated 2012 October 27

## LETTER OF UNDERSTANDING

This is a Letter of Understanding referred to in Clause 23 of this Agreement

### LAYOFF AND RECALL

The Employer and the Union agree to amend the Layoff and Recall provisions of the Collective Agreement (Clauses 11.5 and 6) to include the following, effective 1997 August 26. All remaining provisions of the Collective Agreement remain in full force and effect. It is recognized these provisions apply only to Regular Full-Time Employees and, effective 2000 November 21, Regular Part-Time Employees.

#### 1. Definition

"Service Group" means:

- Parks
- Community Services, i.e. Planning, Permits and Licences, Social Planning and Housing
- Engineering
- Corporate Services, i.e. Finance, Information Technology, Building Management, Real Estate, Facilities Development and Risk and Emergency Management
- Fire
- Human Resources
- Civic Theatres
- City Clerk
- Law
- Ray-Cam
- Britannia

#### 2. Notice

Employees who are impacted by a permanent reduction in the workforce will be provided with not less than thirty (30) calendar days written notice of such fact.

Where the Employer determines that two (2) or more employees within the same classification and work group are performing substantially similar work and where the Employer intends to issue layoff notice to one or more employees within that group, layoff notices will be issued in reverse order of seniority provided the remaining employees have the qualifications and ability to perform any required work.

#### 3. Process

- (a) If there is a vacant position at the employees current pay grade in the employee's Service Group or Employer-wide for which the Employer deems the employee qualified, the Employer may, at its discretion, place the employee in that position without posting. If the employee does not wish to be so placed, they may elect to be placed on the recall list or request a buyout of their recall rights.

- (b) If the employee is not placed in accordance with (a), then within fourteen (14) calendar days of receipt of notice, the employee shall elect to bump, to be placed on the recall list or request a buyout of their recall rights.
- (c) Where the Employer elects to provide notice in excess of thirty (30) calendar days, the Employer will have the discretion to extend the fourteen (14) calendar day period under (b) for some or all of the excess notice period.
- (d) Any employee who elects to bump may:
  - (1) elect to be placed in a vacant position of the same class Employer-wide; or
  - (2) bump the least senior employee in their classification in their Service Group or Employer-wide; or
  - (3) bump the least senior employee in any classification in their Service Group or Employer-wide at their current pay grade; or
  - (4) bump the least senior employee in a lower pay grade in their Service Group or Employer-wide; or
  - (5) elect to be placed in a vacant position at a lower pay grade Employer-wide.

If employees are not qualified to bump the least senior employee above, they may bump the next least senior employee, etc., until they find a position for which they are qualified.

- (e) An employee who has not been placed in accordance with (a) and who has exhausted their bumping rights under (b), or who elects not to exercise those rights, shall be placed on the Recall List.
- (f) In all cases, where an employee is placed or bumps into another position, the employee must be qualified to perform the work of the new position. Where an employee requires a reasonable period of familiarization, not exceeding thirty (30) calendar days, with the routine and specific responsibilities of the new position, the requirement for such period of familiarization shall not be taken as ground to deem the employee unqualified for the position.
- (g) An assessment period of three (3) months will apply to employees in new positions to confirm their ability to perform the job. If the Employer can demonstrate that the employee has not been successful in the assessment period, it will again provide to the employee access to the process described above.
- (h) An employee has the right to have a Union Representative attend meetings with them to discuss layoff and bumping.
- (i) An employee who has successfully bumped into a lower paid classification may,

within a two (2) year period after so bumping, displace an employee in their former classification who has been converted from Temporary Full-Time to Regular Full-Time status pursuant to Schedule B, Preamble or a junior Regular Full-Time employee who is entitled to rights in accordance with 11.2(c)(2).

This process is subject to the following conditions:

- (1) The Employer shall provide the Union on a quarterly basis a list of: Temporary Full-Time employees converted pursuant to Schedule B preamble; and Regular Full-Time employees entitled to rights in accordance with 11.2(c)(2).
- (2) Within thirty (30) days of publication of the list, an employee shall notify the Employer and Union in writing of their intent to displace a listed employee in their former classification. Displacement will be subject to the employee's qualification for the selected position.
- (3) Employees converted pursuant to Schedule B preamble and displaced under this clause (i) shall not be eligible to exercise bumping rights as a regular employee, but will retain the ability to use their accumulated seniority to compete for posted vacancies pursuant to Schedule B. Part D(a).

#### 4. Recall

- (a) The period of recall shall be extended to twelve (12) months, inclusive of temporary and auxiliary work.
- (b) Employees may continue participation in health and welfare benefits (MSP, EHB, Dental and Group Life) while on the Recall List by paying the full monthly premiums in advance.
- (c) The offer of temporary and/or auxiliary assignments to Regular Full-Time and Regular Part-Time Employees with seniority who have been laid off shall not be considered a recall. An employee who accepts such temporary and/or auxiliary work shall not receive a further layoff notice at the conclusion of such work. Employees who decline such work will not be considered to have refused a recall.

#### 5. Buyout of Recall Rights

Regular Full-Time Employees who are entitled to recall 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 eighteen (18) weeks.

For Regular Part-Time Employees the buyout of recall rights shall be on a prorated basis calculated on the same proportionate basis that the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions.

An employee who elects a buyout of recall rights will not be considered as an internal applicant for any job posting or vacancy effective from the date that the employee makes the election.

An employee who elects a buyout of recall rights will not be entitled to have their seniority reinstated pursuant to Clause 12.3(a)(iii) and will be considered a new employee if rehired by the Employer.

Signed this 26th day of August, 1997.

ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_  
"Marilyn Clark"

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

Amended by the 2003-06 Memorandum of Agreement  
dated 2004 June 04.

Further Amended by the 2012-2015 Memorandum of Agreement  
Dated 2012 October 27

Further Amended by the 2016-2019 Memorandum of Settlement  
Dated 2016 December 16

## LETTER OF UNDERSTANDING

This is a Letter of Understanding referred to in Clause 23 of this Agreement

### TELECOMMUTING

The Employer and the Union agree that where a Regular Full-Time, Temporary Full-Time or Regular Part-Time Employee wishes to telecommute, such telecommuting arrangements may be mutually agreed upon subject to the following terms and conditions PROVIDED HOWEVER that nothing in this Letter of Understanding ("LOU") 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

Telecommuting is defined as engaging in recurring, scheduled work during regular working hours that is done from a remote location other than an Employer worksite (the "Remote Location"), authorized and approved by the Employer, connecting to a regular designated Employer worksite, also authorized and approved by the Employer.

Any agreement entered into pursuant to this LOU shall be reached on the understanding that the arrangement is without precedent or prejudice to any position that the Employer or the Union may take in future cases involving similar or identical matters and/or circumstances, and that the terms and conditions of this LOU will apply.

While performing work at the Remote Location, the employee will continue to be considered a City of Vancouver employee, and will remain under the direction of his or her supervisor and will be required to perform his or her duties in a manner consistent with all Employer policies and guidelines.

The terms and conditions of the Collective Agreement will be in full force and effect on those days where the employee is telecommuting.

#### 2. Procedure

- (a) Telecommuting arrangements may be initiated by an employee or by the Employer. These arrangements shall be in writing and shall include the terms and conditions of the telecommuting arrangement.
- (b) Where a telecommuting arrangement is approved by an employee and the Employer, a copy shall be provided to the Union for its consideration and approval. The Employer shall also provide the Union with a copy of requests which are not approved. The Union will provide the Employer with a copy of the arrangement after approval.
- (c) Where an employee's request is denied, the Union may request a meeting with the General Manager of the employee's Business Unit and the General Manager, Human Resource Services (or designates) to discuss the matter, provided however that it is understood that the Employer's refusal to approve a requested

LETTER OF UNDERSTANDING – TELECOMMUTING (cont'd)

Page 2

telecommuting arrangement shall not be grievable. This shall not, however, limit the Union's general ability to grieve matters related to discrimination as per Clauses 4 and 20 of the Collective Agreement.

3. Hours

Under normal circumstances, the regular daily and weekly hours of the position shall remain unchanged as a result of the telecommuting arrangement unless otherwise varied by the terms and conditions contained in the letter referred to in paragraph 2(a), above.

Scheduling and recording of time off including sick, EDO and vacation will be subject to the same rules and conditions as are currently in place and shall not occur only on days when the employee is scheduled to attend at an Employer worksite.

4. Provision of Equipment, Technology and Supplies

(a) The Employer shall provide:

- (i) necessary computer equipment, software and peripheral devices to specifications approved by the Employer, including upgrades which may be required from time to time;
- (ii) regular office stationery, materials and supplies required by the employee; and
- (iii) Personal First Aid kit, if required;

all of which shall remain the property of the Employer.

(b) The employee shall provide:

- (i) a high speed internet connection;
- (ii) office furniture;
- (iii) one telephone line available at all times during working hours for business use;
- (iv) all additional utility expenses.

all of which shall remain the property of the employee, with the exception of any Employer-supplied furniture or equipment.

5. Safety and Ergonomics

- (a) The Employer will have the discretion to inspect the Remote Location, in person or by video-conference, and may request photos in order to confirm that the Remote Location is appropriate and that it meets with WorkSafeBC requirements. It is agreed that the Remote Location must be determined to be satisfactory in writing by the Employer before the employee may perform their duties from the Remote Location. If substantial changes are made to the Remote Location, the employee

shall notify the Employer and the Employer may schedule another inspection to determine ongoing appropriateness of the Remote Location and to require changes to the Remote Location if the telecommuting arrangement is to continue. The Union may request any Remote Location inspection reports which are produced.

- (b) WorkSafeBC matters in the telecommuting situation shall be treated similarly to injuries occurring at the regular workplace.
- (c) Nothing in this LOU shall be deemed to diminish the Employer's responsibilities under the *Workers' Compensation Act* to ensure a safe workplace.

#### 6. Productivity

Quantity and quality of work performed shall be monitored by the employee's supervisor to ensure quantity and quality of the work is consistent with required work levels and that work is performed during agreed working hours, per the employee's work schedule as set forth in the letter referred to in paragraph 2(b), above. Workload and productivity level expectations for the employee will be reasonable and similar to that expected at the regular workplace.

It is understood that should the Employer's network be unavailable, or should the employee's Remote Location computer be unavailable for more than 15 minutes, preventing the employee from performing assigned duties, that the employee will contact the supervisor immediately so that alternate duties may be discussed and assigned.

The employee will come to the regular designated work site should unforeseen problems prevent them from working at the Remote Location on the designated days, or should the Employer request the employee to attend a regular worksite. In the event the employee must attend at the regular worksite for any reason on a day scheduled for telecommuting, the Employer shall not reimburse any transportation expenses.

#### 7. Dependent Care

Employees who telecommute and who are responsible for dependents or others shall have other care available such as a spouse, relative or neighbour who can provide care during working hours.

#### 8. Security and Confidentiality

The employee's Remote Location computer and all necessary application and communication software must meet all Employer standards for remote access.

All Employer documents and information shall be kept in a manner that is safe, secure and confidential.

#### 9. Term of Telecommuting Arrangement

It is understood that a telecommuting arrangement shall be deemed to conclude when:

- a) The employee changes positions; or

LETTER OF UNDERSTANDING – TELECOMMUTING (cont'd)

Page 4

- b) The Employer, the Union or the employee terminate the telecommuting arrangement by providing thirty (30) days' written notice.

10. Term of Letter of Understanding

Either party may terminate this Letter of Understanding by providing at least thirty (30) calendar days' written notice to the other party during the thirty (30) calendar days immediately prior to the date of expiry of this Collective Agreement. Notwithstanding such cancellation, all Telecommuting arrangements in effect at the time of cancellation shall continue under the individual terms agreed upon.

This Letter of Understanding is effective from 2007 October 10 and has been modified in subsequent rounds of bargaining.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

"A. Naklicki"

"Paul Faoro"

"Dana Sirsiris"

Donalda Greenwell-Baker

May 1/2009

April 29, 2009

Date Signed

Date Signed

Amended by the 2016-2019 Memorandum of Settlement  
Date 2016 December 16

Further amended by Letter of Understanding  
Dated June 29, 2022

### LETTER OF UNDERSTANDING

This is a Letter of Understanding referred to in Clause 23 of this Agreement

### LAYOFFS DUE TO CONTRACTING OUT

The Employer agrees that any proposal for contracting out of any work currently performed by members of CUPE Local 15 that may result in the layoff of members of the CUPE Local 15 workforce will be communicated to the Union no less than six (6) calendar months before the date on which the Employer intends to contract out the work.

Once such contracting out notice is given to the Union, the Employer and the Union will meet, in good faith, to discuss and consider the following:

- Alternatives to the proposed contracting out;
- Priority placement of the affected employees;
- Retraining, job search and outplacement support for the affected employees;
- Severance Provisions (including early retirement options). If the Employer and the Union cannot agree to the severance provisions, the matter will be referred to Brian Foley, or another mutually agreeable arbitrator, for a binding decision.

The Employer and the Union agree that the process described above will satisfy the requirements of Section 54 of the Labour Relations Code.

This Letter of Understanding is effective from 2007 October 10.

LETTER OF UNDERSTANDING

This is a Letter of Understanding referred  
to in Clause 23 of this Agreement

LONG TERM REPLACEMENT OF REGULAR EMPLOYEES

The Parties have agreed to the following provisions to address vacancies that are filled on a temporary basis where an employee is absent from their position for an extended period of time due to illness or injury.

The goal of these changes is to provide for a process that minimizes disruption and respects a returning employee's ability to meaningfully re-enter the workforce after a long-term absence, if that should occur.

1. Where "Employee A" is absent due to illness or injury and where their position is filled by "Employee B" on a temporary basis for two (2) calendar years;
  - (a) "Employee B" shall be appointed to that position on a regular and continuing basis, effective the second anniversary of being awarded the backfill posting.
  - (b) The appointment of "Employee B" may not be used to trigger subsequent appointments; that is, there shall be no cascading appointments.
  
2. In the event that "Employee A" is medically fit to return to their former position after 1(a) above has been satisfied, the following process shall govern "Employee A's" return to the workplace:
  - (a) The Employer may place "Employee A" into any available vacancy in the employment pool at the same pay grade without a posting; if "Employee A" declines such a placement, that decision shall extinguish the Employer's obligations to "Employee A".
  - (b) If no such vacancy is offered under 2(a) above within ten (10) calendar days, "Employee A" must exercise their bumping rights pursuant to Clause 3(d) of the Letter of Understanding – Layoff and Recall:
    - 3(d)(1): elect to be placed in a vacant position of the same class Employer-wide; or
    - 3(d)(2): bump the least senior employee in their classification in their Service Group or Employer-wide; or
    - 3(d)(3): bump the least senior employee in any classification in their Service Group or Employer-wide at their current pay grade; or

LETTER OF UNDERSTANDING – LONG TERM REPLACEMENT  
OF REGULAR EMPLOYEES (cont'd)

Page 2

3(d)(4): bump the least senior employee in a lower pay grade in their Service Group or Employer-wide; or

3(d)(5): elect to be placed in a vacant position at a lower pay grade Employer-wide;

It being understood that the final two stages of the process (Clauses 3(d)(4) and 3(d)(5)) are at "Employee A's" discretion and that "Employee A" may not elect to buy-out their recall rights.

- (c) Placement and bumping opportunities are subject to the Employer's determination that "Employee A" is qualified and able to perform the work of the new position.
  - (d) If "Employee A" is not placed under 2(a) above and is not able to bump a junior employee in a similar pay grade under 2(b) above, the Employer shall return "Employee A" to their original position, if it still exists.
  - (e) In the event that "Employee A" returns to their original position, "Employee B" shall be provided notice of layoff.
3. The previous conditions are not intended to act as a substitute for the Employer's general duty to accommodate under the British Columbia *Human Rights Code*.
4. The previous conditions do not prejudice the Employer's rights to terminate the employment relationship for cause.

Transition

5. Employees currently occupying positions which:
- (a) satisfy the conditions of 1(a) above; or
  - (b) are within three (3) months of satisfying the conditions of 1(a) above,
- shall not be regularized without three (3) calendar months' notice.

Signed this 27th day of October, 2012

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

\_\_\_\_\_  
"Paul Mochrie"

\_\_\_\_\_  
"Paul Faoro"

\_\_\_\_\_  
"Kevin Jeske"

\_\_\_\_\_  
"John Geppert"

LETTER OF UNDERSTANDING

This is a Letter of Understanding referred  
to in Clause 23 of this Agreement

DUES DEDUCTION AND ACTING ASSIGNMENTS

During bargaining for the 2012-2015 Collective Agreement, the Parties agreed to add Clause 12.3 – Loss of Seniority. The following administrative adjustments were also agreed to with the adoption of Clause 12.3:

1. Dues will continue to be deducted and remitted for employees working outside the bargaining unit while seniority is retained (includes that period in which seniority is retained, but no longer accumulating). Dues will cease to be deducted once seniority is lost.
2. Where administratively practicable, the Employer shall forward a report to the Union on a monthly basis (or a longer interval as mutually agreed) which shall enumerate the names of those CUPE 15 bargaining unit employees who have worked in an exempt position during the preceding report period.

Signed this 27th day of October, 2012

ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_  
"Paul Mochrie"

\_\_\_\_\_  
"Kevin Jeske"

ON BEHALF OF THE UNION:

\_\_\_\_\_  
"Paul Faoro"

\_\_\_\_\_  
"John Geppert"

## LETTER OF UNDERSTANDING

This is a Letter of Understanding referred to in Clause 23 of this Agreement

### EXPEDITED DISPUTE RESOLUTION PROCESS

The Parties may, by mutual written agreement, refer a grievance filed at arbitration, except a policy grievance and classification grievance, to the expedited process as follows:

1. The Parties shall meet at the earliest possible time to randomly select an arbitrator for appointment from the following list.

David McPhillips  
Judi Korbin  
Stan Lanyon  
John McConchie  
Chris Sullivan  
Elaine Doyle

The selected arbitrator shall be directed by the parties to peremptorily set the date for a one day hearing that shall occur no earlier than one month, and no later than two months, from the date of the referral. Should the arbitrator not be available to hear the grievance within the timeframe required, the Parties shall randomly select another arbitrator from the list.

2. No External Legal Counsel

As the process is intended to be informal, only staff or lawyers employed by the Employer or CUPE may be used to represent either Party.

3. Summary of Issues

The Parties shall prepare an agreed statement of facts and a summary of the facts and issues that remain in dispute no later than the fifth (5<sup>th</sup>) working day prior to the date of the hearing.

It is the intent of the Parties to limit the use of witnesses to introduce evidence. Each Party will provide a list of witnesses and an outline of their intended testimony no later than the fifth (5<sup>th</sup>) working day prior to the date of the hearing.

It is the intent of the Parties to limit the use of case authorities. Each Party will provide a list of case authorities on which it will rely no later than the fifth (5<sup>th</sup>) day prior to the date of the hearing.

LETTER OF UNDERSTANDING – EXPEDITED DISPUTE RESOLUTION  
PROCESS (cont'd)

4. Procedure

All presentations shall be concise, with an emphasis on providing a comprehensive opening statement. Unless it is mutually agreed, each Party shall be limited to a four (4) hour presentation. Under no circumstances shall a hearing exceed two (2) days.

5. Mediation Assistance:

(a) Prior to Hearing:

In advance of the hearing, a Party may direct that the arbitrator begin proceedings in a mediator role. Any such referral shall be communicated to the arbitrator at least 24 hours prior to the commencement of the hearing. Notwithstanding a referral to mediation, the Parties shall deliver their opening statements prior to the arbitrator begin proceedings in a mediator role

(b) After Submissions:

At any time during the hearing, or at the completion of the hearing, but prior to the delivery of a decision, a Party may request that the arbitrator assist in mediating a resolution to the grievance.

If mediation fails, or is not requested, a decision shall be rendered as outlined below.

6. Issuance of Report

At the request of either Party, a written decision from the arbitrator will be completed and mailed to the Parties within five (5) working days of the hearing.

7. Status of Report

All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either Party in any subsequent proceeding.

All settlements of matters referred to the expedited process which are reached through mediation shall be without prejudice.

8. Fees

The Parties shall equally share the costs of the fees and expenses of the expedited arbitrator.

9. Authority of Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Clause 15. It is understood that it is not the

LETTER OF UNDERSTANDING – EXPEDITED DISPUTE RESOLUTION  
PROCESS (cont'd)

intention of either Party to appeal a decision of an expedited arbitration proceeding; in any case, such appeals are restricted to review only on the basis of whether there has been a serious error of law.

Signed this 27th day of October, 2012

ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_  
"Paul Mochrie"

\_\_\_\_\_  
"Kevin Jeske"

ON BEHALF OF THE UNION:

\_\_\_\_\_  
"Paul Faoro"

\_\_\_\_\_  
"John Geppert"

LETTER OF UNDERSTANDING

This is a Letter of Understanding referred to in Clause 23 of this Agreement

UNION OBSERVERS

The Employer and the Union agree to the following guidelines regarding Union Observers:

- 1. At the request of an internal applicant, an Official Union Representative may sit as an Observer to a selection process for a regular position in the Bargaining Unit.
- 2. The Observer will not be employed in the same department as the vacancy.
- 3. The Observer will be permitted to sit in on selection interviews but shall not be entitled to sit in on Employer deliberations. The Observer shall not ask questions, make comments or participate in any manner during interviews.
- 4. The Observer shall return all interview questions immediately after the applicant has been assessed.
- 5. The Observer shall be entitled to receive assessment scores and rankings of applicants.
- 6. Any information relating to the selection process will be kept strictly confidential except for the purpose of discussions with Union Executive Members and Union Staff Representative.
- 7. The Observer will not delay or disrupt the selection process.
- 8. Leave to sit as a Union Observer shall be treated as a leave of absence without pay pursuant to Clause 13(d) and will be subject to the terms set out under Clause 13.

Either party may terminate this Letter of Understanding by providing at least sixty (60) calendars days' written notice to the other party.

Signed this 27th day of October, 2012

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

\_\_\_\_\_  
"Paul Mochrie"

\_\_\_\_\_  
"Paul Faoro"

\_\_\_\_\_  
"Kevin Jeske"

\_\_\_\_\_  
"John Geppert"

LETTER OF UNDERSTANDING

This is a Letter of Understanding referred  
to in Clause 23 of this Agreement

UNION-PAID LEAVE FOR EMPLOYEES  
WHO ARE NOT "OFFICIAL UNION REPRESENTATIVES"

1. Notwithstanding Clause 13, the parties agree that the following terms and conditions will apply in those instances where the Union wishes to "book off" an employee who is not an "Official Union Representative" designated by the Union pursuant to Clause 13(a) onto a Union-paid leave.
  - (a) The Union will provide as much notice as possible (minimum 24 hours advance notice) when requesting to book an employee off from work onto a Union leave status. The Union acknowledges that the shorter the notice provided in advance of the book off request, the more difficult it may be to grant an employee the time away from work.
  - (b) All leave requests will be considered on the basis of the Employers' ability to ensure operational needs are met, should the leave be granted.
  - (c) Where the Union books an employee off work onto a Union leave status, they will pay for the employee's time away from work. This said, the Employer agrees to maintain the employee's regular pay/salary, as well as all applicable benefits. The Employer will render an account of these costs to the Union and the Union will reimburse the Employer within sixty (60) days of invoice issuance for all identified costs.
  - (d) In accordance with Clause 10.10(b) of the City/CUPE Local 15 Collective Agreement, where an employee is booked off onto a Union-paid leave in excess of one (1) month in any calendar year, the Union will be invoiced and shall reimburse the City for any vacation accrual.
2. The parties agree that Clause 13 of the City and Parks/CUPE Local 15 Collective Agreements will continue to apply in all instances where the Union is seeking to book off from work an Official Union Representative onto Union leave. Where an Official Union Representative is granted leave in accordance with Clause 13(c)(2), that employee shall continue to be paid, and the Union will be invoiced by the Employer in accordance with paragraph 1(c) above.
3. This Letter of Understanding takes effect upon ratification of the Collective Agreement and replaces in its entirety the prior Letter of Understanding on the same matter signed October 20, 2008.

LETTER OF UNDERSTANDING - UNION-PAID LEAVE FOR EMPLOYEES  
WHO ARE NOT "OFFICIAL UNION REPRESENTATIVES" (cont'd)

126.

Page 2

Signed this 27th day of October, 2012

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

\_\_\_\_\_  
"Paul Mochrie"

\_\_\_\_\_  
"Paul Faoro"

\_\_\_\_\_  
"Kevin Jeske"

\_\_\_\_\_  
"John Geppert"

LETTER OF UNDERSTANDING

This is a Letter of Understanding referred  
to in Clause 23 of this Agreement

FLEXIBLE DAYS OFF

1. All employees hired subsequent to the ratification of the Collective Agreement will work an EDO schedule.
2. Existing employees may opt for EDO. Once an employee elects EDO, they may not revert to FDO.
3. Employees shall comply with existing FDO rules. Failure to comply shall cause them to be the subject of discipline, including loss of FDO (i.e. reversion to EDO).

Signed this 27th day of October, 2012

ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_  
"Paul Mochrie"

\_\_\_\_\_  
"Kevin Jeske"

ON BEHALF OF THE UNION:

\_\_\_\_\_  
"Paul Faoro"

\_\_\_\_\_  
"John Geppert"

LETTER OF AGREEMENT

This is a Letter of Understanding referred  
to in Clause 23 of this Agreement

CITY USE OF AGENCY PERSONNEL

The City and the Union agree to resolve this matter on the following basis:

1. The City will use its best efforts to minimize its use of external agency personnel through the internal recruitment of temporary staff.
2. This acknowledges that the City may use staff provided through an external agency to fulfil legitimate needs arising in the very short term or in emergency situations. If personnel are provided through an external agency the following conditions will apply:
  - a) During the first 30 days of an assignment, the person will be paid the appropriate bargaining unit rate of pay and will be covered by the provisions of the Collective Agreement as they relate to Temporary Full-Time employees with less than 30 days service except that they shall not have access to the grievance procedure nor shall the provisions relating to Court Attendance and Jury Duty in Article 10.11 and Work Week in Article 11.1 apply. It is understood that during this period, the Agency shall be responsible for vacation pay and Public Holiday pay.
  - b) If employed for more than 30 days, the person will be treated for all purposes as though employed by the City and will join the Union by the 31<sup>st</sup> day. Union dues will be paid on all earnings beyond the 30<sup>th</sup> day of employment and as an employee of the City, the person will be covered by all terms and conditions of the collective agreement.
3. At agreed upon intervals the City will provide in writing to the Union a report setting out each instance of the use of agency personnel since the previous report. The report shall detail the person's name, job category, work location, hours of work, and dates of assignment.
4. This agreement will apply throughout the "Common Employer" and the Police Department.
5. Adoption of this resolution is contingent on ratification of the VMREU Executive.
6. There will be no retroactive effect of this resolution for external agency personnel who have worked for the City prior to the date of this agreement.

Signed on the 29th day of September, 1993.

ON BEHALF OF THE CITY OF  
VANCOUVER:

ON BEHALF OF VANCOUVER  
MUNICIPAL & REGIONAL EMPLOYEES  
UNION:

\_\_\_\_\_  
"Eileen Stewart"

\_\_\_\_\_  
"James Quail"

## LETTER OF UNDERSTANDING

This is a Letter of Understanding referred to in Clause 23 of this Agreement

### CONVERSION OF VACATION TO SICK LEAVE

The collective agreements between the Employer and the Union contain a paid sick leave plan and paid vacation entitlements. Prior to the date of this Agreement, there was no contractual entitlement to have vacation time converted to sick leave.

The actual practice with regard to conversions has been mixed, sporadic and ad-hoc, set within an overarching Employer perspective that conversion was not an entitlement.

The Parties have agreed that a structured approach is to be preferred to the current uncertain and potentially inequitable practice. Therefore, they have reached an agreement to allow conversions under certain circumstances. The terms of the Agreement are:

1. Requests for conversion shall be made in writing to the Departmental GM, or designate, and shall include documentation certifying the period of hospitalization.
2. Requests for conversion shall be approved if:
  - a. The employee is hospitalized before, during and after a vacation, without interruption;
  - b. The employee is hospitalized before and during a vacation, without interruption;
  - c. The employee is hospitalized during and after a vacation, without interruption.
3. The Parties have agreed to illustrative examples, attached as Schedule 1.
4. For the purpose of this Agreement, the start and end of a vacation are defined as the first working day and last scheduled working day that are not worked due to the vacation. That is, contiguous weekends or statutory holidays are not part of the vacation.
5. Conversion shall only be approved commensurate with the sick credits held by the employee at the time of the absence.
6. The Employer may investigate an application for vacation conversion as it would a request for sick leave.
7. The Parties have the right to obtain compliance with these provisions through the grievance procedure.
8. Hospitalized shall include being held in quarantine detention, but shall not include time spent in hospital or such like facility due to elective surgery, unless it is time spent in hospital due to unforeseen circumstances arising from such surgery.
9. The Employer shall convert two requests as identified in its letter of August 3, 2012.

LETTER OF UNDERSTANDING – CONVERSION OF VACATION TO  
SICK LEAVE (cont'd)

10. The Union shall withdraw Grievance 2012-039.

With the exception of clause 9 above, there shall be no retroactive effect to these provisions.

The Employer and Union agree that these terms represent the full and final resolution of all matters addressed in this Letter of Understanding. No new grievances or complaints of any kind shall be filed concerning them, save and accept to enforce the terms of this Agreement.

Signed on the 14th day of June, 2013.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

\_\_\_\_\_  
"Kevin Jeske"

\_\_\_\_\_  
"Graeme Moore"

Schedule 1- Approved Examples												
	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon.	Approve?
Planned	Work	Off	Off	Vacation	Vacation	Vacation	Vacation	Vacation	Off	Off	Work	
2a	Hospital	Yes										
2b	Hospital	Hospital	Hospital	Hospital	Hospital	Hospital	Vacation	Vacation	Off	Off	Work	Yes
2c	Work	Off	Off	Vacation	Hospital	Yes						
	Work	Off	Off	Vacation	Hospital	Hospital	Hospital	Vacation	Off	Off	Work	No
	Work	Off	Off	Hospital	Hospital	Hospital	Hospital	Hospital	Off	Off	Work	No
	Work	Off	Hospital	Off	Work	No						

LETTER OF AGREEMENT

This is a Letter of Understanding referred  
to in Clause 23 of this Agreement

POLICY GRIEVANCE #07-032 (WorkSafeBC &EDO)

The parties agree to resolve the aforementioned per the following terms and conditions:

1. The City will provide Payroll Operations with instruction to allow an employee off work on an accepted WorkSafeBC status to continue to earn EDO up to and including the first 14 working days of said absence.
2. In the event an employee returns to work after November 1<sup>st</sup> from an accepted WorkSafeBC leave status of greater than 14 working days, and they do not have enough EDO time earned or other accrued paid leave (excluding sick leave) available to them to schedule in conjunction with the Christmas Closure (the period between Boxing Day and New Years Day), the employee will be permitted to draw from their next years vacation leave entitlement to cover the Christmas Closure period (in whole or part). Where the employee has insufficient EDO, but sufficient accrued leave to schedule in conjunction with the Christmas Closure, the leave will be drawn from the accrued leave bank (excluding the sick leave bank) of the employee's choice.
3. The Union agrees to withdraw their policy grievance (as referenced above), considering this matter fully resolved.
4. The parties agree that this change (as outlined in points numbered 1 and 2 above) will take effect on March 13<sup>th</sup>, 2009.

Signed on the 17th day of February, 2009.

ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_  
"Kevin Ramsay"

ON BEHALF OF THE UNION:

\_\_\_\_\_  
"John Geppert"

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