

1995-1996

COLLECTIVE AGREEMENT

between the

**CITY OF VANCOUVER**

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

and the

**CITY OF VANCOUVER FOREMEN'S ASSOCIATION**

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THIS AGREEMENT made and entered into as of 1995 January 01

BETWEEN:

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

(hereinafter called "the Employer")

OF THE FIRST PART

AND:

**THE CITY OF VANCOUVER FOREMEN'S ASSOCIATION**

(hereinafter called "the Association")

OF THE SECOND PART

1. **COVERAGE**

WHEREAS the Employer is an employer within the meaning of the Labour Relations Code, 1992;

AND WHEREAS the Association represents the foremen of Foreman I level and higher employed by the Park Board (hereinafter called the "employees");

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

2. **TERM OF THE AGREEMENT**

This Agreement shall be for a term of two (2) years with effect from the 1st day of January 1995 to the 31st day of December 1996, both dates inclusive. The Park Board and the Association shall furnish to each other particulars of any changes or amendments either party may desire in this Agreement prior to the 31st day of December 1996.

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

3. REMUNERATION(a) Salary Schedule

Subject to Clause 4, the scale of remuneration set out in Schedule "A" shall apply during the currency of this Agreement.

(b) Shift Differentials

A standard shift premium of 60¢ per hour (seventy cents (70¢) effective 1995 January 01; seventy-five cents (75¢) effective 1996 January 01) shall be paid to all Foremen required to work shifts. The shift premium shall be payable for all regular hours worked more than one hour on either side of the recognized normal or standard daily hours, provided that where the majority of an employee's regular hours fall outside the period described above, the shift premium shall apply to the entire shift.

(c) 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 4.

(d) Derivation of Bi-weekly Rates for Salaried Employees

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

$$\frac{\text{Monthly Rate} \times 12}{26.089 \times \text{bi-weekly hours}} = \text{hourly rate (taken to 4 decimal places)}$$

$$\text{hourly rate (taken to 4 decimal places)} \times \text{bi-weekly hours} = \text{bi-weekly rate (taken to 2 decimal places)}$$

The resultant hourly and bi-weekly rates are the pay rates to which salaried employees are entitled. The monthly salaries shall be calculated to the nearest dollar. (e.g., 50¢ or more shall be increased to the next highest dollar and less than 50¢ shall not be counted.)

4. PAY FOR ACTING SENIOR CAPACITY

- (a) Subject to Clause 4(b), on every occasion that an employee is temporarily required to accept the responsibilities and carry out the duties incident to a position covered by this Agreement which is senior to the position which the employee normally holds, the employee shall be paid for every day that the duties of the senior position are carried out at the minimum rate in the scale for such senior position, except where the salary received in the employee's own position is equal to, or exceeds, the minimum of the senior position in which case the next higher rate in the pay range of the senior position shall be paid.
- (b) Appointments of employees to a level of higher responsibility must be authorized in writing by the Head of the Department concerned.

5. OVERTIME(a) Payment for Overtime

Regular Full-Time Employees and Temporary Full-Time Employees shall be entitled to overtime compensation for all overtime worked:

- (i) immediately following the employee's regular shift;
  - (ii) immediately preceding the employee's regular shift consequent upon an oral or written notice given prior to the end of the employee's previous shift;
  - (iii) at any other time than at the times set forth in items (i) or (ii) of this Clause 5(a) consequent upon an oral or written notice given prior to the end of the employee's previous shift.
- (b) Subject to the provisions of Clause 5(c) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid for the performance of overtime work scheduled by the Employer under Clause 5(a) at the following overtime rates:
- (i) 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;
  - (ii) 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;

- (iii) double the regular rate of pay for all overtime worked at any other time than at the times set forth in items (i) or (ii) of this Clause 5(b).

(c) Accumulation of Overtime

Overtime may be accumulated by an employee in accordance with the schedule annexed hereto and marked with the letter "B".

(d) Scheduled Overtime

- (i) Insofar as it is practical, the Employer will introduce an overtime sharing principle among employees with the same classification. Only scheduled overtime will be considered in this provision. An employee who is notified of being required to work pre-arranged overtime and for good and sufficient reason desires to be excused from such overtime work, may be excused from such overtime work if a replacement satisfactory to the supervisor can be found.
- (ii) In the event an acceptable and fully qualified replacement cannot be found to replace an employee assigned to work scheduled overtime, that employee will be required to work the overtime.

(e) Non-Scheduled Overtime

Emergency, callout, shift extensions or overtime of a non-scheduled nature will be worked by the employee or employees assigned by the supervisor to work the non-scheduled overtime.

(f) Computation of Overtime

Hours paid for public holidays or leave of absence with pay shall not be included as hours worked for purposes of computing overtime.

6. CALLOUT AND STANDBY PAY

(a) Callout Pay

A Regular Full-Time Employee or a Temporary Full-Time Employee who is called out and required to work outside the regular working hours shall be paid at double the hourly rate of the employee for all such hours actually worked and shall in any case be entitled to a minimum of three (3) hours' pay at double the employee's hourly rate.

The three (3) hour minimum is inclusive of one (1) hour's allowance at double the employee's hourly rate for travelling to and from home. If two or more calls are made upon a Regular Full-Time Employee or Temporary Full-Time Employee prior to arrival home, such additional calls shall not be treated as separate calls and shall not attract an additional three (3) hour minimum, but the employee shall be entitled to an additional one (1) hour travelling time.

- (b) In the case of emergency, including snow clearing, sanding of streets, floods, or situations of a like nature, where a split shift is necessary, normal rates shall prevail until a total of eight (8) hours has been worked, but one (1) hour extra will be allowed for travelling time.
- (c) Standby
  - (i) Employees who are required to take call duty between the end of a normal day shift on the first day of work in a normal work week as defined in Clause 10.1 (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 6.
  - (ii) Employees who stand by for a call to work at any other time (that is during public holidays and weekends) 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 6(a).
  - (iii) Where the period of time which an employee stands by under this Clause 6(c)(i) or 6(c)(ii) 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 6(c)(i) or 6(c)(ii) 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 6(c)(i) and 6(c)(ii).

## 7. MEAL PERIODS

### (a) During Overtime

If a Regular Full-Time Employee or Temporary Full-Time Employee is required to work overtime immediately following or immediately preceding the employee's



regular shift under Clause 5(a)(i) or Clause 5(a)(ii) then upon the completion by the employee of two (2) continuous hours of such overtime work, the employee shall be given a paid meal period of one-half ( $\frac{1}{2}$ ) hour which the Employer may permit the employee to begin at any time within the two (2) hour period; provided however that, except in the case of an emergency, the meal periods shall begin no later than the end of the two (2) hour work period. Upon the completion of each succeeding three and one-half ( $3\frac{1}{2}$ ) continuous hours of overtime work, the employee shall be given another paid meal period of one-half ( $\frac{1}{2}$ ) hour which, except in an emergency, shall be taken no later than the end of each three and one-half ( $3\frac{1}{2}$ ) hour work period.

(b) During Overtime, Callouts, and Pre-scheduled Overtime

A Regular Full-Time Employee or Temporary Full-Time Employee who completes three and one-half ( $3\frac{1}{2}$ ) continuous hours of callout work, or overtime work occurring at any time other than immediately following or immediately preceding the employee's regular shift shall be given a paid meal period of one-half ( $\frac{1}{2}$ ) hour which the Employer may permit the employee to begin at any time within the three and one-half ( $3\frac{1}{2}$ ) hour work period; provided however, that, except in the case of an emergency, the meal period shall begin no later than the end of the three and one-half ( $3\frac{1}{2}$ ) hour work period. Upon the completion of each succeeding three and one-half ( $3\frac{1}{2}$ ) continuous hours of callout work or overtime work, the employee shall be given another paid meal period of one-half ( $\frac{1}{2}$ ) hour which, except in an emergency, shall be taken no later than the end of each three and one-half ( $3\frac{1}{2}$ ) hour work period.

- (c) For each meal period given to a Regular Full-Time Employee or Temporary Full-Time Employee under Clause 7(a) or Clause 7(b) the employee shall be paid one-half ( $\frac{1}{2}$ ) hour's pay at double the employee's regular rate of pay.
- (d) Where by reason of an emergency it is not feasible to give a meal period at the designated time under the Clause 7(a) or Clause 7(b) 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 period.
- (e) The Employer shall not be responsible for supplying nourishment to employees except as provided in Clause 7(d) which would preclude a meal period to be taken at the designated time.
- (f) It is clearly understood that continuous periods of time must be worked to qualify for the paid meal period.

## 8. VACATIONS AND PUBLIC HOLIDAYS

### 8.1 Vacations

Paid annual vacations for all employees shall be allowed as follows:

- (a) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the "Employment Standards Act".
- (b) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12th) of ten (10) working days for each month or portion of a month greater than one-half (½) worked by December 31st.
- (c) During the second up to and including the third calendar year of service--ten (10) working days.
- (d) During the fourth up to and including the eighth calendar year of service--fifteen (15) working days. Effective 1996 January 01, during the fourth up to and including the seventh calendar year of service - fifteen (15) working days.
- (e) During the ninth up to and including the sixteenth calendar year of service--twenty (20) working days. Effective 1996 January 01, during the eighth up to and including the fifteenth calendar year of service - twenty (20) working days.
- (f) During the seventeenth (effective 1996 January 01, during the sixteenth) up to and including the twenty-fourth calendar year of service--twenty-five (25) working days.
- (g) During the twenty-fifth and all subsequent calendar years of service--thirty (30) working days.
- (h) 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 (1/12th) of their vacation entitlement for that year for each month or portion of a month greater than one-half (½) worked to the date of termination.

PROVIDED THAT

- (i) "calendar year" for the purposes of this Agreement shall mean the twelve-month period from January 1st to December 31st, inclusive.

- (j) In all cases of terminations of service for any reason, adjustment will be made for any overpayment of annual vacation.
- (k) Employees leaving on superannuation or upon leaving at reaching maximum retirement age are entitled to vacation as provided in accordance with the following:
  - A Regular Full-Time Employee shall, in their year of retirement, regardless of their age, be entitled to full annual vacation, provided such employee has a minimum of twenty (20) years' service or has attained maximum retirement age.
- (l) An employee who is entitled to annual vacation of twenty (20) working days or more in any year:
  - (a) shall take at least fifteen (15) working days of such annual vacation during the year in which it is earned, and
  - (b) may defer the taking of any part of such annual vacation in excess of fifteen (15) working days, provided however that the maximum number of days deferred in any one year shall be ten (10) working days, plus any other days deferred from previous years.

## 8.2 Supplementary Vacation

Each employee shall be entitled to five (5) working days of supplementary vacation, in addition to the annual vacation under Clause 8.1 upon commencing the eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service.

It is understood between the parties that each employee shall become entitled to supplementary vacation under this Clause 8.2 on the first day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain the 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 "C" for the purposes of clarification.)

## 8.3 Public Holidays

- (a) Subject to Clause 8.3(b) all employees who have completed six (6) months' continuous service are entitled to a holiday with pay on the following public holidays, namely: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remem-

brance Day, Christmas Day, Boxing Day and any other day appointed by the Council of the City of Vancouver to be a civic holiday.

PROVIDED THAT:

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

EXCEPT THAT:

whenever Christmas Day and Boxing Day fall on Saturday and Sunday respectively and the Government of Canada and the Government of the Province of British Columbia or either of them proclaim that such public holidays be observed on two (2) days other than Saturday and Sunday then the days so proclaimed shall be read in substitution for such public holidays but,

if there is no such proclamation by either of such governments in respect of one of such public holidays then the Employer shall designate either the Friday immediately preceding such public holiday or the Monday immediately following the same as the day to observe such public holiday and the employees shall be entitled to a holiday with pay in lieu of such public holiday on the day so designated, or pay the employees in lieu of such public holiday at their respective regular rates of pay,

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

- (ii) Notwithstanding anything contained in this Clause 8.3(a) whenever one of the aforementioned public holidays, other than Christmas Day and Boxing Day, falls on a Saturday or Sunday, instead of having all the employees observe the public holiday on the same day the Employer may declare both the Friday immediately preceding such public holiday and the Monday immediately following the same for the observance of such public holiday and such of the employees as shall be designated by the Employer in such declaration shall be entitled to a holiday with pay in lieu of such public holiday on the Friday named by the Employer and the remainder of the employees shall be entitled to a holiday with pay in lieu of such public holiday on the Monday named by the Employer.
- (b) If an employee whose duties normally require such employee to work on public holidays is required to work on any public holiday as provided for in Clause 8.3(a) which falls on or is observed on any day from Monday to Friday inclusive, then the employee shall be paid regular pay for the holiday and in addition thereto given compensating time off equivalent to one and one-half (1½) times the number of hours worked on that public holiday. If such employee is required to work on the day off given in lieu of a public holiday, pursuant to the provisions of this Clause 8.3(b), then in lieu of such holiday, the employee shall be paid regular pay for the holiday plus double the hourly rate of pay of the employee computed on the basis of the normal working hours for the hours worked on such day off. For the purposes of this Clause 8.3(b) a public holiday does not include a holiday declared by the City pursuant to Clause 8.3(a)(ii) unless the employee is entitled to that holiday with pay in lieu of a public holiday.
- (c) An employee who has completed a continuous six (6) months' service (except an employee governed by Clause 8.3(b)) and who is required to work on a public holiday defined in Clause 8.3(a) which falls on or is observed on any day from Monday to Friday inclusive shall be paid their regular pay for the said holiday plus double the hourly rate of pay for the employee computed on the basis of the normal working hours for the hours worked on the holiday. For the purpose of this Clause 8.3(c) a public holiday does not include a holiday declared by the Employer pursuant to Clause 8.3(a)(ii) unless the employee is entitled to that holiday with pay in lieu of a public holiday.
- (d) The provisions of paragraphs 3, 4 and 5 of Schedule "B" shall be applicable to those employees who have earned compensating time off for working on a public holiday pursuant to Clause 8.3(b).

## 9. EMPLOYEE BENEFITS

It is hereby agreed that the employee benefits contained herein shall be continued for the term of this Agreement (not applicable to acting foremen.)

### 9.1 Benefit Administration

It is agreed and understood that the Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans.

### 9.2 Medical Coverage

#### (a) Medical Services Plan

All employees who have completed six (6) months' continuous service shall be entitled to coverage under the Medical Services Plan established under the "Medical Services Act" of British Columbia. The Employer shall pay sixty percent (60%) and the employees shall pay forty percent (40%) of the premiums.

#### (b) Extended Health Care Plan

All Regular Full-Time Employees who have completed six months' continuous service shall be entitled to coverage 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, a vision care option (\$150.00 per person, payable per twenty-four (24) month period) (effective as soon as possible following 1996 May 21, the \$150.00 shall read \$250.00), coverage for hearing aids, orthopedic shoes, diabetic equipment and supplies, ostomy supplies, and clinical psychologist services. The EHB lifetime maximum coverage under this Plan will be \$500,000 per person.

The Employer shall pay sixty percent (60%) of the premium and the employees shall pay forty percent (40%) of the premium for the Extended Health Care Plan.

### 9.3 Group Insurance

The Group Life Insurance coverage for all permanent employees and all those temporary employees who have completed one (1) year's service shall be calculated on the basis of \$1500.00 of insurance for each \$1,000.00 of gross basic annual salary, which salary shall be computed to the next highest \$1,000.00. The average total premium for such insurance shall be borne equally by the Employer and the employee to the date of the employee's retirement. The Employer shall pay sixty percent (60%) and the employees shall pay forty percent (40%) of the premiums. Effective as soon as possible following 1996 May 21, the Employer shall pay sixty-five percent (65%) and the employees shall

pay thirty-five percent (35%) of the premiums. The employee shall be entitled on retirement on pension to a reduced insurance coverage of \$1,000.00, the cost of which shall be borne between the Employer and all those employees covered by the Group Life Insurance plan who have not retired. Effective as soon as possible following 1996 May 21, the Employer agrees to provide for the opportunity for members of the Foremen's Association to enroll in an Optional Group Life Plan which provides for up to a maximum of \$250,000 insurance coverage. Eligibility for such additional Optional Group Life shall be subject to the policy plan provisions.

#### 9.4 Sick Leave and Gratuity Plan

The Accumulative Sick Leave and Gratuity Plan contained in the City of Vancouver Personnel Regulations numbered 95 and 225, save and except that:

- (a) all employees entitled to sick leave under this Agreement may accumulate sick leave to a maximum of 261 working days;
- (b) effective 1988 October 20 the vesting period for the Gratuity Plan shall be reduced from 10 years to 3 years continuous service.

#### 9.5 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 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 normal net pay to which there would have otherwise been entitlement but for a disability suffered or incurred aforesaid, 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 City would receive the Workers' Compensation Board cheque for the full period. Where the WCB subsequently accepts an employee's claim, the employee's pay shall be recalculated retroactive for the period of the claim.
- (c) Where the first day or part day is not paid by the Workers' Compensation Board, this day or part day shall be paid by the Employer.
- (d) Employees receiving Workers' Compensation allowance for a recurrence of an injury or ailment suffered prior to employment with the Employer shall receive the WCB cheque only.

#### 9.6 Sick Leave Reimbursement

Where an employee is paid approximate net pay by the Employer while absent from employment by reason of any disability other than one for which the employee would be entitled to receive Workers' Compensation benefits, and the employee subsequently recovers such wages and benefits or any part thereof from any source, then the employee shall pay the amount so recovered to the Employer. Upon the Employer receiving such amount it shall credit the employee paying the same with the number of days of sick leave proportionate to the amount so recovered, 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.

#### 9.7 Vancouver Employees' Savings Plan

The employee shall have deducted each month from salary a sum equal to one and one-half percent (1½%) thereof and the Employer shall contribute an equivalent amount each month, which sums shall be deposited to the credit of the employee in the Vancouver Employee's Savings Plan.

Provided, however, that any employee who shall revert to a classification below that of Foreman I and shall remain in the lower classification for a continuous period of one (1) year, shall then be placed on the benefits outlined in the Outside Workers' agreement.

Provided, further, that employees demoted for cause to below Foreman I level revert immediately to the benefits outlined in the Outside Workers' agreement.

#### 9.8 Dental Services Plan

The Employer agrees to provide a dental plan for the benefit of all Regular Full-Time Employees who have completed six (6) months of continuous service 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 \$1500 for dependent children as defined by the Plan; this coverage shall apply to adults covered under the Plan.
- (d) The Employer shall pay sixty percent (60%) and the employees shall pay forty percent (40%) of the premiums. Effective as soon as possible following 1996



May 21, the Employer shall pay sixty-five percent (65%) and the employees shall pay thirty-five percent (35%) of the premiums.

#### 9.9 Pensions

Subject to the Pension (Municipal) Act the City of Vancouver agrees to participate one-half the cost determined by the Commissioner of Municipal Superannuation to extend the pensionable service of an employee covered by this Agreement up to a maximum of one year. It is understood that this extension shall represent that period of time served by the employee in a probationary capacity as an employee of the City of Vancouver and/or the Board of Parks and Recreation and which has not heretofore been considered as pensionable service. This benefit shall be subject to the following conditions:

- (a) only an employee with a vested interest in the Pension (Municipal) Act who has reached the minimum age of retirement as defined in the Pension (Municipal) Act shall be eligible; and
- (b) an employee who wishes to take advantage of this benefit shall give at least six (6) months' notice in writing in advance of the date at which the employee wishes to retire and makes such arrangements as may be necessary as regards to the employee's own contribution.

#### 9.10 Compassionate Leave

- (a) Any employee who has completed six (6) months of employment may be granted compassionate leave without loss of pay for a period not to exceed three (3) working days in the following events:
  - (i) in the case of the death of the employee's wife, husband, child, ward, brother, sister, parent, parent-in-law, grandparent, grandchild, guardian or common-law spouse; or
  - (ii) in the case of the death of any other relative if living in the employee's household.
- (b) Any employee who qualifies for compassionate leave without loss of pay under Clause 9.10(a) and 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, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam Regional District, Powell River 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 9.10(a) and 9.10(b) herein shall be submitted to the employee's Department Head 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 9.10(a) herein may be granted such leave when on annual vacation if approved by the Department Head. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such compassionate leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Department Head, an employee may be granted leave of up to one-half ( $\frac{1}{2}$ ) 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 9.10(a) herein.

## 10. WORKING CONDITIONS

### 10.1 Work Week

Effective 1996 May 21:

- (a) The normal working week for all employees shall consist of five (5) eight-hour days commencing on Monday and ending on Friday, except in cases where it is agreed by the parties hereto that, owing to the unusual or peculiar nature of certain essential duties which are necessarily performed on Saturdays and Sundays, the normal work week shall be other than from Monday through Friday, but in no case shall exceed eight (8) hours in any day or forty (40) hours in any week.
- (b) The normal work may also be adjusted where Association members are required to supervise employees working non-standard hours or work weeks at their regular rate of pay.
- (c) In any case where it is necessary to adjust the work day and/or work week under (a) or (b) above, the Association shall not unreasonably withhold consent.
- (d) Employees shall be provided with a minimum of twenty-four (24) hours' notice of a change in start time and a minimum of forty-eight (48) hours' notice of a change in shifts (e.g. days to nights or a change in work weeks).
- (e) All non-standard hours in effect on 1996 January 01 will remain in effect.
- (f) All eligible premiums, including shift differential and Schedule "A" pay grades, shall apply to the new schedule.

- (g) A shift shall consist of eight (8) consecutive hours; a work week of five (5) consecutive days.

#### 10.2 Posting of Positions

- (a) The Employer agrees that, before permanently filling any vacancy, notice of such vacancy shall be posted for seven (7) days at the Employer's Service Yard and Sunset Nursery.
- (b) The procedure in Clause 10.2(a) shall pertain to temporary positions which are expected to exceed six (6) months in duration. Should a Regular Full-Time Employee be appointed to such a vacancy the employee shall, when the temporary work is completed, return to the employee's former position without loss of seniority.
- (c) Positions not previously posted and filled by temporary employees will be examined at the end of six (6) months to ascertain whether permanency is indicated, in which case the position will be posted in the usual way.

#### 10.3 Promotions, Demotions, Transfers and Layoffs

In making promotions, demotions, transfers and layoffs, the skill, knowledge and efficiency of the employees concerned shall be the primary consideration, and where such qualifications are equal, length of service shall be the determining factor. The General Manager shall be the judge of the skill, knowledge and efficiency of every employee, subject to the right of appeal under Clause 13 (Grievance Procedure).

#### 10.4 Probationary Period

- (a) Any employee appointed to fill a vacancy shall be considered to be in a probationary capacity until the completion of six (6) months' service. If such employee continues on a regular full-time basis, seniority, holiday benefits and other perquisites referable to length of service shall be based on the original date of appointment.

Where a probationary employee is absent for ten (10) or more working days during the probationary period, the probationary period shall be extended by the total number of days absent.

- (b) A person's suitability for regular employment in the position in which the employee is placed in a probationary capacity will be decided on the basis of factors such as:
  - (i) the quantity and quality of work,

- (ii) leadership qualities and ability to head and direct the workforce,
  - (iii) character and conduct,
  - (iv) ability to work harmoniously with others;
  - (v) ability to meet standards set by the Employer and,
  - (vi) general suitability for regular employment in the new position.
- (c) If a probationary employee fails to meet the requirements set out in 10.4(b) during the probationary period, the employee shall be returned to their previous position or such other position for which the employee may be qualified as determined by the General Manager and the seniority and other benefits of that employee shall remain unimpaired; provided that if the probationary employee was employed from outside the civic service and fails to meet the requirements set out in Clause 10.4(b), the employee's service may be terminated at any time during the probationary period.

#### 10.5 Seniority

- (a) No employee covered by this Agreement shall suffer loss of seniority due to enforced absence from employment resulting from compulsory layoff for a period not exceeding three (3) months.
- (b) Injury covered by Workers' Compensation shall not affect seniority.
- (c) Sickness up to one year shall not affect seniority.
- (d) Leave of absence without pay for one month or less shall not affect seniority.

None of the above provisions shall apply to any employee who has voluntarily resigned or has been discharged for cause.

#### 10.6 Dismissal and Suspension

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

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

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

#### 10.7 Changes Affecting the Agreement

The Employer agrees that any reports or recommendations made to the Board of Parks and Recreation 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 Association at such interval before they are dealt with by the Board as to afford the Association reasonable opportunity to consider them and make representations to the Board 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 in positions covered by this Agreement.

#### 11. ABSENCE FROM DUTY OF ASSOCIATION OFFICIALS

- (a) The Employer agrees that where permission has been granted to executive members or other representatives of the Association to leave their employment temporarily for the purpose of settling a grievance as outlined in Clause 13, the said members shall suffer no loss of pay for the time so spent.
- (b) The Employer further agrees that (in so far as the operation of Employer's services will permit) time off without pay shall be granted official representatives of the Association upon application to and permission of the General Manager, when it becomes necessary in connection with matters affecting other business of the Association.
- (c) Any leave of absence granted to executive members or other representatives of the Association for the purpose of collective bargaining with representatives of the Employer shall be without pay.

## 12. DEDUCTION OF ASSOCIATION FEES

The Employer agrees that, upon receipt of written authorization in form satisfactory to the Employer, it will deduct from the said employees' salary all Association dues levied in accordance with the By-Laws of the Association.

## 13. GRIEVANCE PROCEDURE

### 13.1 Grievances

During the term of this Agreement, any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, shall, without stoppage of work, be finally and conclusively settled by the following procedure:

- (a) The aggrieved person shall, in the first instance give full particulars of the grievance to the General Manager or designate. This first step of the grievance procedure shall be exercised by the aggrieved person within ten (10) days of the occurrence of the incident being disputed.
- (b) If the grievance is not settled within seven (7) days after being referred to the City Manager, the grievance shall be referred to the Employer which shall, upon the request of either party and with all reasonable dispatch, but in any event within ten (10) days from receipt of such request, arrange for meetings between the Employer and the Association.
- (c) If no settlement is reached by the Employer within seven (7) days of the first meeting between it and the Association, the Employer or the Association may refer the matter to a Board of Arbitration constituted under Clause 13.3 for final and conclusive determination without stoppage of work.

### 13.2 Other Disputes

When a difference of a general nature arises between the parties 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 Association to the Director of Human Resources or the Department Head, or alternatively by the Employer to the Association, as the case may be. If a satisfactory settlement is not reached with the Department Head and the Association within ten (10) days, such matter may be referred to the City Manager at step (c) of Clause 13.1.

If satisfactory settlement is not reached with the City Manager within ten (10) days, such matter may be referred to Arbitration under Clause 13.1(d) and as provided for in Clause 13.3.

### 13.3 Arbitration

The Board of Arbitration shall consist of three (3) persons, one to be chosen by each party and the third, who shall be chairman, to be selected by the two so appointed, and if they are unable to agree upon or otherwise fail to appoint such third arbitrator, the Minister of Labour shall be requested to appoint such chairman, and otherwise the provisions of the Labour Relations Code shall apply. The decision of the Arbitration Board shall be final and binding upon both parties. Each party shall bear the fees and expenses of the arbitrators respectively appointed by them and shall pay one-half (½) the fees and expenses of the chairman.

## 14. 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 Clause 13 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 one or more of the following orders:
  - (i) 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;

- (ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety days, as the arbitration board considers appropriate;
- (iii) that the Employer reinstate any employee displaced by reason of the technological change;
- (iv) 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 Association 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.

15. RIGHTS OF MANAGEMENT

The Association acknowledges that management and directing of employees in the bargaining unit is retained by the Employer, except as this Agreement otherwise specifies, provided however, this will not be used for purposes of discriminating against the employees.

16. MISCELLANEOUS MATTERS

It is agreed between the parties hereto that Schedules "A", "B", "C", and "D" and the Letter 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.

Signed on behalf of the CITY OF VANCOUVER, )  
as represented by the BOARD OF PARKS AND )  
RECREATION )  
)  
)  
)  
\_\_\_\_\_)  
General Manager )

SEALED with the Seal of THE CITY OF )  
VANCOUVER FOREMEN'S ASSOCIATION )  
and signed by: )  
)  
)  
)  
\_\_\_\_\_)

Howard Norman, President )

\_\_\_\_\_)  
Jimmy Heeps, Vice-President )

\_\_\_\_\_)  
Dan Harder, Recording Secretary )

APPROVED by Council on 1996 May 21. )

SCHEDULE "A"BOARD OF PARKS AND RECREATIONSALARY RANGES FOR CLASSES OF POSITIONSCOVERED BY AGREEMENT WITHTHE VANCOUVER FOREMEN'S ASSOCIATION1995 January 1 - 1996 December 31

Key: A = 1995 January 01 - 1995 December 31  
 B = 1996 January 01 - 1996 December 31

Class No.	Class Title	Pay Grade	Effec. Date	Steps		
				a	b	c
1005	Foreman I	22	A	3346.00 (1539.04)	3483.00 (1602.05)	3627.00 (1668.29)
			B	3396.00 (1562.04)	3535.00 (1625.97)	3681.00 (1693.13)
1007	Foreman II	24	A	3627.00 (1668.29)	3781.00 (1739.12)	3942.00 (1813.18)
			B	3681.00 (1693.13)	3838.00 (1765.34)	4001.00 (1840.32)
1009	Foreman III	26	A	3942.00 (1813.18)	4106.00 (1888.61)	4279.00 (1968.19)
			B	4001.00 (1840.32)	4168.00 (1917.13)	4343.00 (1997.62)
1013	Trades Foreman I		A	4036.00 (1856.41)	4179.00 (1922.19)	4356.00 (2003.60)
			B	4097.00 (1884.47)	4242.00 (1951.17)	4421.00 (2033.50)

NOTES:

1. Any change to the classification or pay grade shall be effective the date of the change.
2. Bi-weekly rates are indicated within the parenthesis.
3. Effective 1974 January 01 all employees shall, as compensation for being required to work in excess of a normal working day, receive one pay grade. This one pay grade compensation is based on the application of the time and one-half rate to a period of fifteen minutes per day. In return for the one pay grade compensation, the employees to whom this paragraph applies can be required to work up to one hour per day in addition to the normal working hours. It is understood that this compensation is based on the employee not working more on a monthly average than fifteen minutes per day in excess of the normal working day, and it is intended that, except in cases resulting from emergencies, unusual or unforeseen circumstances, this average should not be exceeded. The General Manager of Parks and Recreation will give the Association written assurance that the understanding and intention as expressed above is accepted. The aforesaid one pay grade shall be considered as a bonus for extra time worked and not part of the base rate and any overtime paid under the overtime clause shall be paid for based on the base rate exclusive of the one pay grade.

Where the employee is compensated under the above paragraph of this Schedule "A" for work in excess of a normal work day, the employee shall not be entitled to the benefits of Schedule "B" with respect to the extra time so worked.

4. Bi-weekly rates have been calculated in accordance with the following formula:

$$\frac{\text{Monthly rate} \times 12}{26.089} = \text{Bi-weekly rate (product taken to the nearest whole cent)}$$

SCHEDULE "B"

This is Schedule "B" referred to in  
Clauses 5(c) and 8.3(d) of this Agreement

1. One (1) hour and over of authorized overtime (working time) may, at the option of the employee at the time worked, be accumulated towards compensating time off.
2. Nothing less than the equivalent of one (1) full day shall be approved as compensating time off.
3. The period for compensating time off shall be subject to the approval of the General Manager.
4. Compensating time off shall be taken by an employee on or before December 31st of the year next following the year in which the employee earned such compensating time off.
5. If an employee does not receive all of the compensating time off within the time specified in paragraph 4, or prior to leaving the service of the Employer for any reason (whichever event occurs first), such employee shall be paid in cash for the compensating time earned for which no compensation was received.

The provisions of this Schedule "B" are subject to the provisions of Schedule "A".

SCHEDULE "C"

This is Schedule "C" referred to in  
Clause 8.2 of this Agreement

SUPPLEMENTARY VACATION: 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 5 days are credited.

Example:

An employee hired in 1986 is in their 11th calendar year during 1996. The employee in 1996 will be credited with 5 supplementary working days which may be taken at any time between 1996 and 2000, both years included. In 2001 the employee will be credited with a further 5 supplementary working days, etc.

\*The working day entitlement is based upon a five-day work week.

## SCHEDULE "C" (cont'd)

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TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION  
ENTITLEMENT IN WORKING DAYS FOR THE YEARS 1996 TO 2005 BY YEAR HIRED

Year Hired	ENTITLEMENT YEAR									
	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005
2004	--	--	--	--	--	--	--	--	--	15/-
2003	--	--	--	--	--	--	--	--	15/-	15/-
2002	--	--	--	--	--	--	--	15/-	15/-	15/-
2001	--	--	--	--	--	--	15/-	15/-	15/-	15/-
2000	--	--	--	--	--	15/-	15/-	15/-	15/-	15/-
1999	--	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-
1998	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-	15/-
1997	--	--	15/-	15/-	15/-	15/-	15/-	15/-	15/-	15/-
1996	--	15/-	15/-	15/-	15/-	15/-	15/-	15/-	15/-	20/-
1995	15/-	15/-	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/5
1994	15/-	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/5	20/-
1993	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/5	20/-	20/-
1992	15/-	15/-	15/-	15/-	15/-	20/-	20/5	20/-	20/-	20/-
1991	15/-	15/-	15/-	15/-	20/-	20/5	20/-	20/-	20/-	20/-
1990	15/-	15/-	15/-	20/-	20/5	20/-	20/-	20/-	20/-	20/5
1989	15/-	15/-	20/-	20/5	20/-	20/-	20/-	20/-	20/5	20/-
1988	15/-	20/-	20/5	20/-	20/-	20/-	20/-	20/5	20/-	25/-
1987	20/-	20/5	20/-	20/-	20/-	20/-	20/5	20/-	25/-	25/-
1986	20/5	20/-	20/-	20/-	20/-	20/5	20/-	25/-	25/-	25/-
1985	20/-	20/-	20/-	20/-	20/5	20/-	25/-	25/-	25/-	25/5
1984	20/-	20/-	20/-	20/5	20/-	25/-	25/-	25/-	25/5	25/-
1983	20/-	20/-	20/5	20/-	25/-	25/-	25/-	25/5	25/-	25/-
1982	20/-	20/5	20/-	25/-	25/-	25/-	25/5	25/-	25/-	25/-
1981	20/5	20/-	25/-	25/-	25/-	25/5	25/-	25/-	25/-	25/-
1980	20/-	25/-	25/-	25/-	25/5	25/-	25/-	25/-	25/-	30/5
1979	25/-	25/-	25/-	25/5	25/-	25/-	25/-	25/-	30/5	30/-
1978	25/-	25/-	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-
1977	25/-	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-
1976	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-
1975	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-	30/5
1974	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1973	25/-	25/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1972	25/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1971	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1970	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1969	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1968	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1967	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1966	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1965	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1964	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1963	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1962	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1961	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1960	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5

## SCHEDULE "D"

This is the Schedule referred to  
in Clause 16 of this Agreement

### PART I

#### 1986-1987 Negotiations

1. Superannuation Deductions and VESP

Effective the date of ratification of the Memorandum of Agreement, and not to be included in the Collective Agreement, the Employer agrees to ensure that the wages from which Superannuation deductions are made includes the one (1) or two (2) pay grades paid to employees for working longer hours; and the Employer also agrees to ensure that the one (1) or two (2) pay grades is included in wages for purposes of the Vancouver Employees' Savings Plan (VESP). Where such amounts have not been included in wages, for purposes of either Superannuation or VESP, such adjustments shall be retroactive to 1986 January 01.

### PART II

#### 1988-1989 Negotiations

1. UI Rebate

The Employer agrees that the employee share of the Unemployment Insurance rebate shall be paid to the Association, including the Employee's share being held in the UIC Savings reserve.