

2004 - 2007

COLLECTIVE AGREEMENT

between the

**VANCOUVER MARITIME MUSEUM SOCIETY**

and the

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

(Vancouver Municipal, Education and Community Workers)

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THIS AGREEMENT made and entered into as of 2004 January 01,

BETWEEN:

**VANCOUVER MARITIME MUSEUM SOCIETY**

(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 B.C.;
- B. The Union is the bargaining agent for the employees at 1905 Ogden Avenue, Vancouver, B.C., except the Director, the Executive Assistant and employees in the Gift Shop.

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

1. **DEFINITIONS**

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

- (a) "Regular Full-Time Employee" means an employee who is employed on a full-time basis for 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 weekly hours which are less than the number constituting full-time employment for a particular class of positions, for an indefinite period of time.
- (d) "Auxiliary Employee" means an employee other than an employee defined in Clauses 1(a), 1(b) and 1(c).
- (e) "Bargaining Group" means those employees of the Vancouver Maritime Museum Society for whom the Union is the bargaining authority.

## 2. TERM OF THE AGREEMENT

This Agreement shall be for a term of four (4) years with effect from 2004 January 01 to 2007 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 01 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 on the first day of the month coincident with or next following the date of appointment, but the deduction shall be made only if the employee is still in the employ of the Employer on the final day of the first pay period in that month. Deductions shall be made in respect of all subsequent months provided an employee works any part of the month.

### 4. RIGHTS OF MANAGEMENT

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

### 5. REMUNERATION

#### 5.1 Salary Schedule

(a) The scale of remuneration set out in Schedule "A" shall apply during the term of this Agreement. Any changes in salary rates or the classifications as outlined in Schedule "A" shall not be put into effect until the Union Representative and the Bargaining Committee of the Union have been consulted.

(b) Where anomalies as submitted during negotiations are not concluded to the satisfaction of both parties, then they will give consideration to the submitting of such anomalies to a Board of Arbitration as constituted under Clause 13.3.

#### 5.2 Shift Differential

Employees in the classes of work for which shift differentials were paid under the Collective Agreement made between the Employer and the Union and dated as of 1979

January 01, and any other positions by mutual agreement of the Employer and the Union, shall be paid a shift differential of 60¢ per hour for all regular hours worked more than one (1) hour on either side of the normal hours of work as defined in Clause 11.1(b), provided that where the majority of an employee's regular hours of work fall outside the period described above, the shift differential shall apply to the entire shift.

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

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

### 5.4 Effective Date for Individual Adjustments

Effective 2005 June 29, individual pay adjustments arising from periodic increments, reclassifications, re-evaluations and promotions shall be effective on the effective date of such change.

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

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

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

$$\frac{\text{bi-weekly rate} \times 26.089}{12} = \text{monthly rate (taken to the nearest dollar)}$$

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

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

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

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

### 5.8 First Aid Premium

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 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	\$85 per month	55¢ per hour
OFA Level III	\$100 per month	65¢ per hour

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

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

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

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

#### 7. SPECIAL ALLOWANCES

Transportation for positions requiring the employee to regularly travel on the Employer's business will be paid in the form of B.C. Transit bus fare or mileage allowance or use of an Employer's car as determined by the Employer. Effective 2005 June 29, an employee who is required to use their own vehicle for the Employer's business shall be reimbursed for all kilometers driven on the Employer's business at a rate of forty-five cents (45¢) per kilometer.

## 8. OVERTIME, CALLOUT, AND MEAL PERIODS

### 8.1 Overtime

- (a) Every employee who is required to work overtime shall at the time of working such overtime elect whether to be paid for it or receive compensating time off in lieu thereof.
- (b) Regular Full-Time Employees and Temporary Full-Time Employees shall be entitled to overtime compensation for all overtime worked:
  - (i) immediately following the employee's regular shift;
  - (ii) immediately preceding the employee's regular shift consequent upon an oral or written notice given prior to the end of the employee's previous shift;
  - (iii) at any other time than at the times set forth in items (i) or (ii) of this Clause 8.1(b) consequent upon an oral or written notice given prior to the end of the employee's previous shift.
- (c) Regular Full-Time Employees and Temporary Full-Time Employees who elect to be paid for overtime worked shall be paid for the performance of overtime work scheduled by the Employer under Clause 8.1(b) at the following overtime rates:
  - (i) time and one-half 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 8.1(c). Employees shall be paid a minimum of one and one-half (1½) hours at double time for overtime pursuant to this paragraph (iii).
- (d) An employee who elects to receive compensating time off in lieu of being paid for overtime shall be credited with compensating time off equivalent to the number of hours for which the employee would have been paid for the overtime so worked at the rate or rates of pay in effect at the time such overtime was worked. (Such overtime shall be calculated in the manner set forth in Clauses

8.1(b) and 8.1(c).) An employee shall not take any credited compensating time off without first receiving the approval of the Director or the authorized representative of the Director, provided however that if all of the credited compensating time off has not been used by 31 August of the year next following the year in which the overtime was worked entitling the employee to such compensating time off, or prior to leaving the service of the Employer for any reason (whichever event occurs first), the employee shall be paid in cash for the overtime for which no compensation was received at the rate or rates of pay in effect at the time such overtime was worked.

## 8.2 Callout

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

- (a) An employee who is called back to work by the Employer at any time after the completion of the regular shift, except where such employee is required to work overtime as a consequence of an oral or written notice given prior to the end of the employee's previous shift as provided in Clause 8.1(b), shall be paid at the rate of double the regular rate of pay for the time actually worked and in addition thereto the employee shall be paid one (1) hour at double 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 section 8.2 shall be paid a minimum of three (3) hours (the minimum includes one (1) hour for travelling time) at double 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 the regular rate of pay for the time actually worked and an additional one (1) hour at double the regular rate of pay for travelling time to and from home. Where two (2) separate calls are completed by an employee within a three (3) hour period the employee shall be paid at double the regular rate of pay for a minimum of four (4) hours (the minimum includes two (2) hours for travelling time).
- (c) Notwithstanding the callout minimum, an employee who is at the work place prior to the commencement of the employee's regular shift, and who is required to commence work prior to the commencement of the employee's regular shift, shall be paid in accordance with the overtime provisions for the actual time worked prior to the commencement of the employee's regular shift.

## 8.3 Meal Periods

(a) Employees shall receive meal provisions as follows:

(i) During Overtime

Upon completion of two (2) continuous hours of overtime work immediately preceding or immediately following an employee's regular shift, the employee becomes entitled to a paid meal break of a one-half (½) 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.

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

Upon completion of three and one-half (3½) 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 (½) hour which the Employer may permit to be started at any time within the three and one-half (3½) hour period but, except in an emergency, no later than the end of the three and one-half (3½) hours.

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

Upon the completion of each succeeding three and one-half (3½) continuous hours of call-out work or overtime work, the employee shall be given another paid meal break of one-half (½) hour which, except in an emergency, shall be taken at the end of each three and one-half (3½) hour work period.

(b) For each meal break given to an employee under this Clause 8.3(a)(i), (ii), or (iii) the employee shall be paid one-half (½) hour of pay at double the employee's regular rate of pay.

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

## 9. VACATIONS AND PUBLIC HOLIDAYS

### 9.1 Vacations

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

- (a) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with Part 4 of the Employment Standards Act.
- (b) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of ten (10) working days for each month or portion of a month greater than one-half (1/2) worked by December 31st;
- (c) During the second up to and including the ninth calendar year of service - fifteen (15) working days;
- (d) During the tenth up to and including the seventeenth calendar year of service - twenty (20) working days;
- (e) During the eighteenth up to and including the twenty-fifth calendar year of service - twenty-five (25) working days; and
- (f) During the twenty-sixth and all subsequent calendar years of service - thirty (30) working days.
- (g) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth (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**

- (h) "calendar year" for the purposes of this Agreement shall mean the twelve-month period from January 1st to December 31st inclusive.
- (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 (20) working days or more in any year:-
- (i) shall take at least fifteen (15) 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 fifteen (15) 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.

(l) Early Retirement

An employee 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

Each employee 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, 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 9.2 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.)

9.3 Public Holidays

- (a) Subject to Clauses 9.3(b) and 9.3(c) the employees shall be 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, Remembrance Day, Christmas Day, Boxing Day and any other day appointed by the City Council 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 proclamation of such governments do not proclaim the same day for the observance of such public holiday then the Employer shall designate either the Friday immediately preceding such public holiday or the Monday immediately following the same as the day to observe such public holiday and the employees shall be entitled to a holiday with pay in lieu of such public holiday on the day so designated, or pay the employees in lieu of such public holiday at their respective regular rates of pay;

EXCEPT THAT:-

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

- (ii) Notwithstanding anything contained in this Clause 9.3(a) whenever one of the aforementioned public holidays, other than Christmas Day and Boxing Day, fall on a Saturday or Sunday, instead of having all the employees observe the public holiday on the same day the Employer may declare both the Friday immediately preceding such public holiday and the Monday immediately following the same for the observance of such public holiday and such of the employees as shall be designated by

the Employer in such declaration shall be entitled to a holiday with pay in lieu of such public holiday on the Friday named by the Employer and the remainder of the employees shall be entitled to a holiday with pay in lieu of such public holiday on the Monday named by the Employer.

- (b) Subject to Clause 9.3(c), the following provisions shall apply to the employees hereinafter specified whose duties normally require them to work on public holidays or on scheduled shift work:
  - (i) if an employee whose duties normally require such employee to work on public holidays or on scheduled shift work (but not including an employee who regularly works on day shift from Monday to Friday inclusive) is required to work on any public holiday as provided for in Clause 9.3(a) which falls on or is observed on any day from Monday to Friday inclusive, then such employee shall be paid the regular pay for the holiday and in addition thereto such employee shall be given compensating time off equivalent to one and one-half (1½) times the number of hours worked on that public holiday;
  - (ii) if such employee is required to work on the day off given in lieu of a public holiday, pursuant to the provisions of this Clause 9.3(b), then in lieu of such holiday the employee shall be paid the regular pay for the holiday plus double the hourly rate of pay of the employee computed on the basis of the employee's normal working hours for the hours worked on such day off;
  - (iii) time worked on a public holiday or on the day off given to the employee in lieu of a public holiday pursuant to the provisions of this Clause 9.3(b), shall not be treated as overtime except as provided in Clauses 8.1(a), 8.1(b) and 8.1(c);
  - (iv) for the purposes of this Clause 9.3(b) a public holiday does not include a holiday declared by the Employer pursuant to Clause 9.3(a)(ii) unless the employee is entitled to that holiday with pay in lieu of a public holiday.
- (c) Whenever a public holiday defined in Clause 9.3(a) falls on a Saturday or Sunday and is observed on any day from Monday to Friday, the day on which such holiday is observed shall, for the purposes of those employees referred to in Clause 9.3(b), be deemed to be a public holiday and if such employees work on the Saturday or Sunday they shall not be entitled to public holiday premium pay for work on either of those days.

Notwithstanding anything contained in Clause 9.3(a) or 9.3(b) prior to the beginning of any calendar year the Employer and the Union may agree that whenever a public holiday defined in Clause 9.3(a) falls on a Saturday or

Sunday those employees referred to in Clause 9.3(b) shall be paid public holiday premium pay for working on the Saturday or Sunday but such employees shall be paid public holiday premium pay only once for the same holiday.

For the purposes of this Clause 9.3(c) "public holiday premium pay" means the equivalent compensation paid to employees referred to in Clause 9.3(b) for working on a public holiday defined in 9.3(a) which falls on or is observed on any day from Monday to Friday.

- (d) An employee (except an employee governed by Clause 9.3(b)) who is required to work on a public holiday defined in Clause 9.3(a) which falls on or is observed on any day from Monday to Friday inclusive shall be paid the regular pay for the said holiday plus double the hourly rate of pay of the employee computed on the basis of the employee's normal working hours for the hours worked on the holiday.

For the purposes of this Clause 9.3(d) a public holiday does not include a holiday declared by the Employer pursuant to Clause 9.3(a)(ii) unless the employee is entitled to that holiday with pay in lieu of a public holiday.

## 10. EMPLOYEE BENEFITS

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

### 10.1 Benefit Administration

Subject only to Schedule "D", Part II, item 1, the Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans.

### 10.2 Medical Services Plan

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

### 10.3 Extended Health Care Plan

- (a) Regular Full-Time Employees or Temporary Full-Time Employees who have completed six (6) months' continuous service shall be entitled to be insured under the Extended Health Care Plan. 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 (\$200.00 (\$250.00, effective 2006 January 01) per person, payable per twenty-four (24) month period), coverage for eye exams (effective 2006 January 01, \$75.00 per person, payable per twenty-four (24) month period), massage and physiotherapy coverage to a combined maximum of \$600.00 (effective 2006 January 01) per calendar year; hearing aids, orthopedic shoes, diabetic equipment and supplies, ostomy supplies, and clinical psychologist services. The EHB lifetime maximum coverage under this Plan will be \$1,000,000 per person. The Plan has an annual deductible of \$25.00 (effective 2006 January 01, \$75.00; effective 2007 January 01, \$100.00).
- (b) The Employer shall pay sixty-five percent (65%) of the premium and the employees shall pay thirty-five percent (35%) of the premium for the Extended Health Care Plan. The Employer shall pay seventy-five percent (75%) and the employees shall pay twenty-five percent (25%) of the premiums as long as the Letter of Understanding on the Flexible Work Month continues in effect.

#### 10.4 Group Life Insurance

- (a) Temporary Full-Time Employees who have completed six (6) months' continuous service and Regular Full-Time Employees shall be insured under a group life insurance policy which has been taken out by the Employer on behalf of the employees.
- (b) The group life insurance policy includes among other benefits coverage for each of such employees in an amount equal to one and one-half (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.
- (c) The Employer shall pay sixty-five percent (65%) and the active employees shall pay thirty-five percent (35%) of the premiums. The Employer shall pay seventy-five percent (75%) and the employees shall pay twenty-five percent (25%) of the premiums as long as the Letter of Understanding on the Flexible Work Month continues in effect.
- (d) The Employer and the Union agree that the \$1000 paid-up policy under the Group Life Plan will cease being applicable to employees of the Employer. Employees who are retired as of 1999 December 31 shall remain entitled to the benefit.

#### 10.5 Optional Group Life Insurance

Subject to the provisions of the Plan, eligible employees shall be entitled to purchase optional Group Life Insurance coverage in units of ten thousand dollars (\$10,000) up to a maximum of two hundred and fifty thousand dollars (\$250,000). The employee shall pay one hundred percent (100%) of the premiums for the optional coverage.

#### 10.6 Dental Services Plan

The Employer agrees to provide a dental plan for the benefit of Regular Full-Time Employees who have completed six (6) months of continuous service and Temporary Full-Time Employees who have completed twelve (12) months of continuous service, which provides for the following services:

- (a) Basic Dental Services (Plan A) paying for eighty percent (80%) of the approved schedule of fees;
- (b) Prosthetics, Crowns and Bridges (Plan B) paying for fifty percent (50%) of the approved schedule of fees;
- (c) Orthodontics (Plan C) paying for fifty percent (50%) of the approved schedule of fees for dependent children and adults defined by the Plan to a lifetime maximum benefit of \$2500.
- (d) The Employer shall pay sixty-five percent (65%) and the employees shall pay thirty-five percent (35%) of the premiums. The employees' contributions shall be made by payroll deduction. The Employer shall pay seventy-five percent (75%) and the employees shall pay twenty-five percent (25%) of the premiums as long as the Letter of Understanding on the Flexible Work Month continues in effect.

#### 10.7 Same Sex 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.

#### 10.8 Sick Leave and Gratuity Plan

Regular Full-Time Employees and Temporary Full-Time 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:

- (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 credited 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 credit of all working days 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: See Clause 10.8 B(2) for non-effect on gratuity benefits.

Note: A deduction of one-half (½) day shall be made for late arrivals or early departure, due to illness of over two (2) hours.

- (g) Any employee requesting sick leave with pay may be required to produce a certificate from a duly qualified medical practitioner licensed to practice in the Province of British Columbia certifying that such employee is unable to carry out their duties due to illness;

- (h) Full sick leave credits shall be given for absence in the following circumstances:
    - (i) Accident on job (Workers' Compensation case)
    - (ii) Leave due to illness, either with or without pay
    - (iii) Leave for active service in Armed Forces;
  - (i) Notwithstanding the foregoing, Regular Full-Time Employees who have completed thirty (30) calendar days of continuous service and Temporary Full-Time Employees who have been hired to work for a term of six (6) months or more and 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) 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 10.8 A(2)(d).
  - (c) Where an employee is paid wages by the Employer while absent from employment by reason of any disability other than one for which there is entitlement to receive Workers' Compensation benefits, and the employee subsequently recovers such wages or any part thereof from any source, then the employee shall pay the amount so recovered to the Employer. Upon the Employer receiving such amount it shall credit the employee paying the

same with the number of days of sick leave proportionate to the amount so recovered, 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;

- (d) Salaried employees under Workers' Compensation Allowance shall 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 with the Employer shall not be subject to payment of full salary.

## 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 is made from the current year's gratuity credits for all days absent on sick leave with pay, except that such deduction shall not exceed three (3) working days in any one (1) calendar year, or for any one illness. 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

New employees shall commence accumulating gratuity days from the effective date of employment, but receive no credits until the completion of six (6) months' service. Temporary employees commence accumulating after one 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 that have accumulated; PROVIDED HOWEVER THAT:

- (a) The minimum gratuity leave which shall be taken shall be five (5) days and the maximum leave twenty (20) days. Only one (1) period of gratuity leave may be taken in a calendar year.
- (b) 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 Director.

(5) Payment in Cash

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 this gratuity the employee shall notify the Director 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 Employer.

10.9 Regular Part-Time Employee Benefits and % in Lieu

- (a) A Regular Part-Time Employee who occupies a position with a regular schedule of core hours each week equal to or greater than seventeen and one-half hours (17.5) shall have two choices, once upon hire, and one other choice at a future date, to choose between receiving twelve percent (12%) in lieu of benefits or the following benefits:
  - (1) a payment of 10% of regular earnings in lieu of vacation and public holiday pay;
  - (2) Medical, Extended Health, Group Life and Dental on the same basis as full-time employees except the eligibility periods shall be calendar

months; the Employer shall pay its 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 coverage on a prorated basis (including a proration of the maximum sick leave accumulation), calculated on the same proportionate basis as the Regular Part-Time 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 the same eligibility period applicable to full-time employees except it shall be calendar months for Regular Part-Time Employees; and
  - (4) WCB 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 increased such that the employee qualifies for the benefits in paragraph (a), the employee's current service shall count towards the benefit eligibility periods.

Where a Regular Part-Time Employee's core hours are reduced such that the employee no longer qualifies for the benefits in paragraph (a), the benefit coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid a percentage in lieu of benefits pursuant to paragraph (c) commencing on the first of the month following the expiry of the benefit coverage.

- (c) All Regular Part-Time Employees not covered by paragraph (a) shall be paid an amount equal to 12% of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including those providing for time off with pay.
- (d) Upon the completion of six (6) calendar months of employment, all Regular Part-Time 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 10% or 12% of regular earnings when on unpaid leave of absence.
- (e) No other benefits shall be provided to Regular Part-Time Employees unless expressly stated in this Article.
- (f) Employees who do not make an election shall continue to receive a percentage in lieu of benefits. Eligible Regular Part-Time Employees who elect to receive benefits shall be enrolled in the applicable benefits as soon as possible provided they have completed the respective eligibility periods.

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

10.10 Vancouver Employees' Savings Plan

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

10.11 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 10.7 shall be entitled to the provisions of this clause.
- (b) Any employee who qualifies for compassionate leave without loss of pay under Clause 10.11(a), and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Fraser Valley Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Requests for leave under Clauses 10.11(a) and 10.11(b) shall be submitted to the employee's Director who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for compassionate leave without loss of pay under Clause 10.11(a) herein may be granted such leave when on annual vacation if approved by the Director. An employee who is absent on sick leave with or without pay or who is absent on Worker's Compensation, shall not be entitled to such compassionate leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Director, an employee may be granted leave of up to one-half (½) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Clause 10.11(a).

## 10.12 Maternity and Parental Leave

### (a) Length of Leave

#### (1) Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

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

#### (2) Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to thirty-seven (37) consecutive weeks of parental leave without pay. The employee shall commence the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

#### (3) Extensions - Special Circumstances

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

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

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

### (b) Notice Requirements and Commencement of Leave

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

- (2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- (3) 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. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Subject to paragraph (d)(1), an employee on maternity leave or parental leave who has notified the Department Head of their intention to return to work pursuant to paragraph (b)(4) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

(e) Benefits

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

#### 10.13 General Leaves of Absence

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

- (b) Effect of Leave of Absence on Vacation Entitlement

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

- (c) Leave for Writing Examinations

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

- (d) Authorization for Exact Period

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

- (e) Effect of Leave of Absence on Increment Dates

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

#### 10.14 Court Attendance and Jury Duty

(a) Jury Duty and Witness Fees

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

(b) Expenses Incurred

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

(c) Leave Without Pay

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

#### 10.15 Resignation and Re-employment

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

Reinstatement into 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 new department and previous experience with the Employer in/or related to the particular position for which application is made shall also be considered. The Director shall decide the appropriate step in the salary range in each case.

#### 10.16 Pension (Municipal) Act

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

### 11. WORKING CONDITIONS

#### 11.1 Work Week

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

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

#### 11.1.1 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), 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.
- (c) In any case where an employee

- (i) reports for a regular shift but refuses to commence work, or
- (ii) commences work but refuses to continue working,

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) The Employer agrees that, before permanently filling any vacancy, including any temporary position which is expected to exceed six (6) months in duration, notice of such vacancy shall be posted for seven (7) days in such conspicuous places as may be designated by the Employer.
- (b) Where a Regular Full-Time Employee is appointed to a temporary position, the employee shall be returned to a position of equal value to the employee's former position without loss of seniority when the temporary work is completed.
- (c) Positions not previously posted as in Clause 11.2(a) and filled by Temporary Full-Time Employees will be examined at the end of six (6) months to ascertain whether permanency is indicated, in which case the position will be posted in the usual way.
- (d) Effective 2005 June 29, all Regular Full-Time Employees, Temporary Full-Time Employees and Regular Part-Time Employees who have completed six (6) continuous calendar months of employment and Auxiliary Employees who have completed 913 hours of employment shall be entitled to compete on an equal basis for any posted position in accordance with Clause 11.3(a).
- (e) An employee who wishes to apply for a position which is expected to become vacant while the employee is on authorized leave of absence or on vacation, may make application for such position before commencing such leave or vacation. If the position is posted prior to the return of the employee, such application shall be considered in the absence of the employee. An employee who applies for a position must be available for employment in that position not later than one (1) month following the date of selection.
- (f) If a position is posted while an employee is on an authorized leave of absence or on a vacation of not more than seven (7) days, such employee, upon returning, may apply for the position not later than three (3) calendar days following the expiry date of the posting; provided that no other person has been selected for the position.

- (g) The Employer shall notify the Union when persons are hired for periods of three (3) months or more in positions which could be considered as being within the bargaining group.
- (h) All notices of vacancies posted pursuant to this Clause shall contain the following information:
  - (i) nature of position;
  - (ii) required qualifications, knowledge, education and skills;
  - (iii) wage or salary rate or range;
  - (iv) shifts (if any); and
  - (v) anticipated length of any temporary assignment, if posted.

### 11.3 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, length of service shall be the determining factor.
- (b) On promotion or transfer of a Regular Full-Time Employee to a new position, that employee shall serve a six (6) month trial period in the new position before being confirmed in the appointment. If the appointment is not confirmed, that employee shall revert to their previous position or to a position of equal value for which the Employer deems the employee to be qualified.
- (c) The following provisions respecting pay rates shall apply to an employee on promotion:
  - (i) When an employee is promoted to a position the pay range of which does not overlap that of the former position, the rate of pay shall be the first step in the salary range of the new position unless special regulations or the Employer authorizes a higher starting rate.
  - (ii) When an employee is promoted to a non-supervisory position the pay range of which overlaps that of the former position, the rate of pay shall be one (1) step above the employee's present rate.
  - (iii) If the duties of the position to which an employee is promoted include supervisory responsibilities and the pay range of such position overlaps that of the supervised employee or employees the rate of pay shall be one

- (1) step above the maximum step in the range of the highest rated supervised position.
- (iv) For the purposes of this Clause, in order to be considered a Supervisor the following shall apply:
  - (1) The authority to supervise must come from the Department Head and may not merely presume on the employee's greater experience and skill.
  - (2) The supervisor must be authorized to assign work to the supervised employee(s).
  - (3) The supervisor must be authorized to direct the course and oversee the details of the supervised employee(s) work.
  - (4) The supervisor must be responsible for the quality and quantity of the supervised employee(s) work.
  - (5) The supervised employee must be under a duty to obey the orders of the supervisor.

#### 11.4 Probationary Period

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

- (d) If a probationary employee continues in the same position on a permanent basis, seniority, holiday benefits and other perquisites referable to length of service shall be based on the original date of employment.

#### 11.5 Layoffs and Bumping

- (a) Where in the opinion of the Employer it is necessary to reduce the work force for any reason the Employer may lay off employees covered by this Agreement in order to effect such reduction. The Employer shall designate the positions of the employees to be laid off and such employees shall be laid off accordingly.
- (b) Employees who are subject to a layoff under Clause 11.5(a) may exercise their seniority in the Bargaining Group by displacing (bumping) employees with less seniority than their own in positions which they are, in the opinion of the Employer, qualified to perform. Any employee who exhausts or fails to exercise bumping privileges shall be considered laid off. Employees who are completing their initial probationary period shall have no seniority in the Bargaining Group and if they are displaced pursuant to this clause they shall be laid off. Employees must exercise their rights under this Clause 11.5(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, the Employer shall give to the Regular Full-Time Employees concerned not less than ten (10) days' prior written notice of any layoff under this Clause. Such notices shall be given in writing either by delivering or mailing the same to the employee for whom it is intended. The date of receipt of any such notice shall be the date of delivery, if the notice is delivered, or if mailed, then the second business day next following the date of such mailing. If an employee to whom notice of layoff is given under this Clause has not been given the opportunity to work for at least ten (10) days of the period of such notice the employee shall be paid for those days for which work was not made available to such employee.
- (d) No employee covered by this Agreement shall suffer loss of seniority due to enforced absence from employment resulting from compulsory layoff for a period not exceeding three (3) months or for any period of absence resulting from leave of absence officially granted, injury or sickness; provided however, that these provisions shall not apply to any such employee who has voluntarily resigned or has been discharged for cause.
- (e) Where the Employer intends a major layoff of employees it shall give to the Union and those employees who will be affected by the layoff at least sixty (60) calendar days' prior written notice thereof. For the purposes of this Clause 11.5(e) the words "major layoff" mean a 10% or more reduction in the work

force within the Bargaining Group or five (5) employees, whichever is the greater, due to a reduction in the budget of the Employer. This Clause 11.5(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

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

- (a) The employees must be qualified to perform the work made available to them;
- (b) No new employees shall be hired following a layoff until those employees who were laid off have been given a reasonable opportunity of recall as follows:-
  - (i) the Employer shall make every reasonable attempt to contact the employees in order of their seniority in the Bargaining Group and the employees shall be recalled by the Employer in such order provided that they respond within forty-eight (48) hours of the initial attempt of the Employer to contact them;
  - (ii) upon making contact with an employee, the Employer shall specify the time when the employee shall report for work;
  - (iii) an employee who does not respond within forty-eight (48) hours of the initial attempt of the Employer to make contact, or who refuses to report for work shall be placed at the bottom of the list of employees eligible for recall under this Clause notwithstanding the employee's seniority in the Bargaining Group;
  - (iv) an employee notified to return to work shall report at the time and place specified by the Employer for so doing or, in extenuating circumstances, within such extended period of time not exceeding fourteen (14) days from the date of the initial attempt of the Employer to make contact as the Employer may approve, which approval shall not be unreasonably withheld;
  - (v) it shall be the responsibility of all employees who have been laid off and wish to be recalled by the Employer to keep the Director informed of their respective current addresses and telephone numbers. The Employer shall be considered to have fulfilled its obligations to recall an employee eligible for recall under this Clause by attempting to contact the employee at the employee's last known address on the Employer's records.

- (vi) an employee who is laid off and is eligible for recall under this clause shall remain on the recall list for a maximum of six (6) months.
- (c) Employees may continue participation in health and welfare benefits (MSP, EHB, Dental and Group Life) while on the Recall List by pre-paying the full monthly premiums in advance.

#### 11.7 Changes Affecting the Agreement

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

#### 11.8 Directives Interpreting the Agreement

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

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

#### 11.10 Shop Stewards List

Every six (6) months the Union agrees to provide the Employer with an up to date list of shop stewards as amended from time to time, who are employed by the Employer

and whom the Employer may expect to deal with on certain matters during the term of the Agreement.

#### 11.11 Disabled Workers

Effective 2005 June 29, the Employer and the Union will make a reasonable effort to accommodate disabled or otherwise incapacitated employees to retain employment.

#### 11.12 Occupational Health and Safety

- (a) The Employer and the Union agree that all parties, including employees, have a responsibility to provide and maintain a safe work environment and to work cooperatively to support and develop safe work practices that will not place individual employees, co-workers, the public or the Employer at risk.
- (b) All relevant regulations of the Workers' Compensation Act shall be observed and adhered to.
- (c) An Occupational Health and Safety Committee shall be established consisting of one (1) representative of the Employer and one (1) Union-appointed representative. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the Director.

#### 12. ABSENCE FROM DUTY OF UNION OFFICIALS

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

- (e) The Union shall provide reasonable notice to the Employer for leave of absence requests under this provision.

### 13. GRIEVANCE PROCEDURE

#### 13.1 Grievances

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

##### (a) Meeting With Supervisor

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

##### (b) Step 1

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

##### (c) Step 2

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

##### (d) Arbitration

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

##### (e) Time Limits

- (i) If the grievance has not advanced to the next stage under Clauses (c) and (d) within seven (7) working days after completion of the preceding stage and the onus for delay is upon the Union then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end.
- (ii) If the seven (7) working day time limit between steps should be exceeded in the manner described in paragraph (i) above and the onus for delay is on the Employer then the grievance will be deemed to have succeeded and all appropriate steps to remedy the matter shall be taken forthwith by the Employer.
- (iii) Extensions to the time limits of fifteen (15) working days and seven (7) working days respectively contained herein above may be agreed upon between the parties only for the most serious of reasons.

### 13.2 Policy Grievances

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

### 13.3 Arbitration

A Board of Arbitration shall consist of one (1) person to be mutually appointed by the Employer and the Union, unless either party indicates that they want a three (3) person Board of Arbitration which shall consist of one (1) person appointed by each party and a chairperson to be selected by the two so appointed.

Where the parties are using a one (1) person Board of Arbitration, the Employer and the Union shall mutually agree on the person within fourteen (14) calendar days of the referral under Clause 13.1(d).

Where the parties are using a three (3) person Board of Arbitration, the Employer and the Union shall appoint their respective representative within seven (7) calendar days of the referral under Clause 13.1(d). The two representatives shall select a chairperson within a further seven (7) calendar days.

Where the parties are unable to agree on a person to be a single Arbitrator or a chairperson, as the case may be, either party may apply to the Minister of Labour to make the appointment.

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

#### 13.4 Dismissal and Suspension

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

- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to the wages lost by reason of 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.

### 14. RECLASSIFICATION PROCEDURE

#### 14.1 Definitions

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

## 14.2 Procedure

- (a) Requests for reclassification may originate with the Employer, the Union or the employee. The basis for reclassification requests shall be that the position in question is not correctly classified under the Employer's classification plan and should be:
  - (1) classified under another existing classification, or
  - (2) a new classification should be created for the position.
- (b) Requests for revaluation may originate with the Employer or the Union. The basis for revaluation requests shall be that the rate of pay attached to the classification is not proper or correct compared to other work of equal value within the Employer's classification plan or when compared with similar work of equal value in the province, other provinces, cities or municipalities or the local area.
- (c) Requests for reclassification or revaluation shall be made in writing on the appropriate valid form to the Director, who shall respond in written form within sixty (60) working days of the date of receipt of such request.
- (d) The Director's response to a request under this section shall be furnished to the Union and the Union shall indicate approval or objection to the decision contained therein within twenty (20) working days.
- (e) All the time limits outlined in Clause 14 may be extended by mutual agreement of the parties.

## 14.3 Dispute Resolution

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

- (d) Subject to Clause 14.3(c) the decision of the Arbitrator shall be final and binding on both the Employer and the Union. Each party shall bear one-half (½) of the cost of the expenses of the Arbitrator.

#### 14.4 Retroactive Adjustments

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

(b) Director Approval

The Director is authorized to approve all reports on classification, class specifications and rates of pay for new or existing positions with a maximum retroactive date of one (1) year and which have been agreed to by the Union.

(c) Board Approval

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

(d) Application of Pay for Upward Reclassification

When as a result of reclassification, a position is upgraded, the incumbent shall receive an increase in salary equivalent to one (1) pay step in the new salary range subject to Clause 11.5(c)(ii).

(e) Pay Adjustments Resulting from Reclassification and Revaluation

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

- (i) the incumbent shall with immediate effect have their rate of pay reduced to the appropriate new level for the class, and shall at the earliest reasonable opportunity following such reduction be paid a lump sum equivalent to twenty-four (24) times the monthly difference between the incumbent's former pay rate and the new reduced pay rate; or
- (ii) for as long as the incumbent continues to occupy any position covered by this Collective Agreement the incumbent shall suffer no reduction in their rate of pay by virtue only of a reclassification downwards or a revaluation downwards and shall continue to receive all general pay

increases and increments to which there would otherwise have been entitlement; provided that at any time during the two (2) years immediately following the date when the incumbent's position was reclassified or the class in which the position was grouped, was revalued, the Employer may unilaterally promote such incumbent to any other vacant position for which the incumbent is qualified, and which is valued at the same level as the incumbent's position was formerly valued.

## 15. 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 13.3 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:
  - (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 (90) 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 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.

16. EMPLOYMENT EQUITY

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

17. 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.

18. 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.

19. CONSULTATION COMMITTEE

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

20. SCHEDULES

It is agreed between the parties hereto that Schedules "A", "B", "C", "D", and "E", and the Letters of Understanding on Flexible Work Month, Employment Opportunities,

Daily Guarantee, and Schedule “B” - Overtime 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.

“Ian Rokeby”	)	Sept. 26, 2005
PRESIDENT - VANCOUVER MARITIME	)	Date Signed
MUSEUM SOCIETY	)	
	)	
	)	
“James P. Delgado”	)	Sept. 20, 2005
DIRECTOR	)	Date Signed

The Common Seal of the CANADIAN UNION	)	
OF PUBLIC EMPLOYEES, LOCAL 15 -	)	
VMECW was hereunto affixed in the presence	)	
of:	)	
	)	
	)	
“Paul Faoro”	)	Sept. 13, 2005
PRESIDENT	)	Date Signed
	)	
	)	
“Jean Dandrea”	)	Sept. 13, 2005
SECRETARY-TREASURER	)	Date Signed

SCHEDULE "A"

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
		Accounting Clerk I	14
400		Clerk Typist II	13
398		Community Relations Assistant	14
399		Community Relations Officer	23
002		Curator Collections	24
393		Display Designer Technician - Maritime Museum	23
		Display Technician I	15
		Librarian I	21
003	(a)	Membership Clerk	12
		Museum Attendant I	11
356		Museum Attendant II	13
363		Museum Curator I	26
374		Public Program Officer	23
		Public Programs Assistant	15
008		Secretary - Maritime Museum	13
		School Programs Assistant	18
001		Visitor Services Assistant	15
373		Volunteer Coordinator	20

ALL POSITIONS ARE BASED ON A 35-HOUR WORK WEEK.

NOTES:

(a) Plus four pay grades while operating specified movie projection equipment on an intermittent basis (not applicable to Regular Part-Time and Auxiliary Museum Attendants).

\* 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.

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

PAY PLANHOURLY RATES FOR CLASSES OF POSITIONS COVERED BY AGREEMENTBETWEENTHE VANCOUVER MARITIME MUSEUM SOCIETYANDTHE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 15 - VMECWEffective 2004 January 01 - 2007 December 31Effective 2004 January 01 - 2005 December 31

<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
9	13.01	13.53	14.07	14.61	15.21
10	13.53	14.07	14.61	15.21	15.80
11	14.07	14.61	15.21	15.80	16.44
12	14.61	15.21	15.80	16.44	17.12
13	15.21	15.80	16.44	17.12	17.81
14	15.80	16.44	17.12	17.81	18.55
15	16.44	17.12	17.81	18.55	19.31
16	17.12	17.81	18.55	19.31	20.12
17	17.81	18.55	19.31	20.12	20.94
18	18.55	19.31	20.12	20.94	21.82
19	19.31	20.12	20.94	21.82	22.74
20	20.12	20.94	21.82	22.74	23.70
21	20.94	21.82	22.74	23.70	24.67
22	21.82	22.74	23.70	24.67	25.68
23	22.74	23.70	24.67	25.68	26.82
24	23.70	24.67	25.68	26.82	27.97
25	24.67	25.68	26.82	27.97	29.12
26	25.68	26.82	27.97	29.12	30.36
27	26.82	27.97	29.12	30.36	31.67
28	27.97	29.12	30.36	31.67	33.04
29	29.12	30.36	31.67	33.04	34.44
30	30.36	31.67	33.04	34.44	35.93
31	31.67	33.04	34.44	35.93	37.47
32	33.04	34.44	35.93	37.47	39.11
33	34.44	35.93	37.47	39.11	40.79

SCHEDULE "A" (cont'd)

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Effective 2006 January 01 - 2006 December 31

<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
9	13.27	13.80	14.35	14.90	15.51
10	13.80	14.35	14.90	15.51	16.12
11	14.35	14.90	15.51	16.12	16.77
12	14.90	15.51	16.12	16.77	17.46
13	15.51	16.12	16.77	17.46	18.17
14	16.12	16.77	17.46	18.17	18.92
15	16.77	17.46	18.17	18.92	19.70
16	17.46	18.17	18.92	19.70	20.52
17	18.17	18.92	19.70	20.52	21.36
18	18.92	19.70	20.52	21.36	22.26
19	19.70	20.52	21.36	22.26	23.19
20	20.52	21.36	22.26	23.19	24.17
21	21.36	22.26	23.19	24.17	25.16
22	22.26	23.19	24.17	25.16	26.19
23	23.19	24.17	25.16	26.19	27.36
24	24.17	25.16	26.19	27.36	28.53
25	25.16	26.19	27.36	28.53	29.70
26	26.19	27.36	28.53	29.70	30.97
27	27.36	28.53	29.70	30.97	32.30
28	28.53	29.70	30.97	32.30	33.70
29	29.70	30.97	32.30	33.70	35.13
30	30.97	32.30	33.70	35.13	36.65
31	32.30	33.70	35.13	36.65	38.22
32	33.70	35.13	36.65	38.22	39.89
33	35.13	36.65	38.22	39.89	41.61

SCHEDULE "A" (cont'd)

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Effective 2007 January 01 - 2007 December 31

<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
9	13.54	14.08	14.64	15.20	15.82
10	14.08	14.64	15.20	15.82	16.44
11	14.64	15.20	15.82	16.44	17.11
12	15.20	15.82	16.44	17.11	17.81
13	15.82	16.44	17.11	17.81	18.53
14	16.44	17.11	17.81	18.53	19.30
15	17.11	17.81	18.53	19.30	20.09
16	17.81	18.53	19.30	20.09	20.93
17	18.53	19.30	20.09	20.93	21.79
18	19.30	20.09	20.93	21.79	22.71
19	20.09	20.93	21.79	22.71	23.65
20	20.93	21.79	22.71	23.65	24.65
21	21.79	22.71	23.65	24.65	25.66
22	22.71	23.65	24.65	25.66	26.71
23	23.65	24.65	25.66	26.71	27.91
24	24.65	25.66	26.71	27.91	29.10
25	25.66	26.71	27.91	29.10	30.29
26	26.71	27.91	29.10	30.29	31.59
27	27.91	29.10	30.29	31.59	32.95
28	29.10	30.29	31.59	32.95	34.37
29	30.29	31.59	32.95	34.37	35.83
30	31.59	32.95	34.37	35.83	37.38
31	32.95	34.37	35.83	37.38	38.98
32	34.37	35.83	37.38	38.98	40.69
33	35.83	37.38	38.98	40.69	42.44

SCHEDULE "B"PART A

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

Clause 8.1	Overtime
Clause 8.2	Callout
Clause 8.3	Meal Periods
Clause 9	Vacations and Public Holidays
Clause 10	Employee Benefits (except as provided in Clause 10.9)
Clause 11.1(b)	Working Conditions
Clause 11.2	Posting Positions and Filling Vacancies (except as provided in Clause 11.2(d))
Clause 11.3	Promotions, Transfers and Demotions
Clause 11.4	Probationary Period
Clause 11.5	Layoffs and Bumping
Clause 11.6	Recall

and Schedules "C", "D", and "E".

PART B

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

1. OVERTIME

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

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

## 2. MEAL PERIODS

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

## 3. PAYMENT IN LIEU OF BENEFITS

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

Note 1: Employees hired prior to 1999 April 28 will continue to be eligible to receive sixteen percent (16%) in lieu of benefits.

Note 2: Benefit Grandparenting

Please be advised that Alan Soone is receiving benefits under Schedule "B" as well as other benefits not listed in the Schedule.

Rather than remove any benefit entitlement to this employee as a result of the 1991-93 Memorandum, the Employer is prepared to continue providing additional benefits to this employee as follows:

The employee is entitled to the same benefits under the same conditions as those Regular Part-Time Employees who are now eligible for benefits as a result of the 1991-93 Joint Memorandum of Agreement, save and except he is not required to meet the eligibility period of twenty (20) hours or more regularly scheduled each week, and save and except the above-named employee would also continue to be entitled to V.E.S.P. and to contribute towards pension as was done prior to the date of ratification of the 1991-93 Memorandum of Agreement.

4. A public holiday will be treated as a normal working day for employees covered by this Schedule "B". Thus, an employee who works on a public holiday will be paid straight time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.
5. Normal daily and weekly hours shall be deemed to be eight (8) and forty (40) respectively for all Auxiliary Employees except in the case of the Auxiliary Employee working in a classification normally occupied by a Regular Full-Time Employee whose normal hours shall be deemed to be the normal hours of the Auxiliary Employee.
6. PAY INCREMENTS  
  
Where ranges exist, eligibility for advancement from one step to the next (increment) shall be based on the completion of 1044 hours.
7. RESIGNATION, RE-EMPLOYMENT, LAY-OFF  
  
Employees covered under this Schedule "B" who are absent from the service for less than one year shall have their seniority and placement on the increment scale reinstated upon re-employment.
8. LEAVE FOR VACATION  
  
A Regular Part-Time Employee and Auxiliary Employee may, upon request, be granted leave of absence without pay for vacation purposes, with scheduling subject to operation requirements.

SCHEDULE "C"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 5 days are credited.

Example:

An employee hired in 1993 is in their 11th calendar year during 2003. The employee in 2003 will be credited with 5 supplementary working days which may be taken at any time between 2003 and 2007, both years included. In 2008 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.

TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION  
ENTITLEMENT IN WORKING DAYS FOR THE YEARS 2001 TO 2010 BY YEAR HIRED

Year Hired	ENTITLEMENT YEAR									
	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
2009	--	--	--	--	--	--	--	--	--	15/-
2008	--	--	--	--	--	--	--	--	15/-	15/-
2007	--	--	--	--	--	--	--	15/-	15/-	15/-
2006	--	--	--	--	--	--	15/-	15/-	15/-	15/-
2005	--	--	--	--	--	15/-	15/-	15/-	15/-	15/-
2004	--	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-
2003	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-
2002	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-
2001	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-
2000	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5
1999	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-
1998	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-
1997	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-
1996	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-
1995	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5
1994	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-
1993	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-
1992	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-
1991	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-
1990	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5
1989	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-
1988	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-
1987	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-
1986	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-
1985	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5
1984	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-
1983	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-
1982	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-
1981	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1980	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1979	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1978	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1977	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1976	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1975	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1974	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1973	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1972	30/-	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

SCHEDULE "D"

PART I

1977 NEGOTIATIONS

The following items of the Memorandum of Agreement dated 04 June 1977, entered into between the bargaining representatives for the Vancouver Museum and Planetarium Association et al and the bargaining representatives for the Union which was used in the preparation of this Agreement:

18. 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 into operations of any of the Employers should be made in local discussions between individual Employers and their respective Local Unions. 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 "C" 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.

APPENDIX "C"  
of Schedule "D", Part I

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

In the event that 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  $11 \times$  daily hours as per the 5-day week; e.g.  $11 \times 7 = 77$ , or  $11 \times 7.5 = 82.5$ .
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 hours) in the case of the standard 5-day week;  $52.178 \times 4 \times 20 \text{ minutes}$  (69.57 hours) in the case of the 4-day week; and  $52.178 \times 4.5 \times 20 \text{ minutes}$  (78.27 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, 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 such 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 four (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 three (3) days in that week and five (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), 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.

SCHEDULE "D"PART II1986-87 NEGOTIATIONS1. 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.

SCHEDULE "D"

PART III

1994-96 NEGOTIATIONS

1. Funding

The increase in benefit premiums referred to in the Letter of Understanding on the Flexible Work Month attached to this Agreement are subject to the grant funding.

Where the funding is not approved and the Employer is unable to fund the increase, then the Union shall be notified and given the option to cancel the Letter of Understanding with respect to the Flexible Work Month at that time.

SCHEDULE "E"EMPLOYMENT STANDARDS ACT PRINCIPLES

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

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

LETTER OF UNDERSTANDING

between the

VANCOUVER MARITIME MUSEUM SOCIETY  
(hereinafter called "the Employer")

and the

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

**FLEXIBLE WORK MONTH**

The Employer and the Union agree to the following:

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

- (1) Employees shall work one hundred and forty (140) hours in each four (4) week period (two (2) pay periods).
- (2) Employees shall be entitled to at least eight (8) days off during each four (4) week period (exclusive of vacation or other approved leaves).
- (3) Scheduling of the specific hours of work in each day, including scheduling of days off each four (4) week period, shall be done by the supervisor after discussions with and/or suggestions by the employee.
- (4) Except in the case of emergencies or emergent conditions, work schedules shall be established in advance of the flexible month so that the employees are provided with a minimum of ten (10) calendar days' notice of the new schedule.
- (5) Where a work schedule results in hardship for the employee concerned, the Employer will attempt to accommodate the employee's needs through changes to the schedule or other mutually agreeable means.
- (6) Employees shall not work more than seven (7) consecutive days to be followed by at least two (2) consecutive days off unless supervisors and employees mutually agree otherwise.

- (7) Meal breaks and rest periods shall be in accordance with the Collective Agreement except where the day exceeds seven (7) hours in which case an employee shall not work more than five (5) consecutive hours without an unpaid meal break and not more than three and one-half (3½) hours without a paid rest period.
- (8) No work day may exceed twelve (12) hours of paid work. Employees will not be required to work less than seven (7) hours in a day more than once per week except where the employee and supervisor mutually agree otherwise and/or except where it may be necessary to bring employees' hours of work in a four week period to the one hundred and forty (140) total. Where a day is scheduled for less than seven (7) hours, it shall not be less than four (4) hours.
- (9) Employees shall be entitled to overtime compensation as follows:
- (a) Compensation as provided for in Article 8.1(c)(i) and (ii) shall apply if the employee works more than twelve (12) hours in a day.
  - (b) Except as provided for in (4) above, compensation as provided for in Article 8.1(c)(iii) shall apply if the employee works on scheduled days off, unless the employee and supervisor mutually agree otherwise.
  - (c) Compensation at the rate of one and one-half (1½) times the regular rate of pay for the first sixteen (16) hours worked in excess of one hundred and forty (140) hours in each four (4) week period and two (2) times the regular rate of pay for any additional hours.
  - (d) It is understood that where an employee is scheduled to work less than twelve (12) hours in a day, the hours of work between the scheduled hours and twelve (12) hours shall be paid at straight-time rates. Such hours shall be counted toward the one hundred and forty (140) hours in the month unless they exceed the one hundred and forty (140) hours in the month in which case overtime shall apply in accordance with (c) above.
- Note: The application of compensating time off will remain as per Article 8.1(d) unless otherwise mutually agreed.
- (10) Pay for vacation, sick leave and other leaves will be based on seven (7) hours per day.
- (11) The flexible work month provisions shall apply to approved professional development activities and approved work away from the Employer's premises.
- (12) Current employees only, who, at the date of ratification of the Memorandum of Agreement, were covered by footnote (c) of Schedule "A" shall continue to receive the one (1) additional pay grade for as long as they occupy their positions.

- (13) This Letter of Understanding shall remain in force until either party serves thirty (30) calendar days' written notice to cancel.
- (14) Effective 1999 May 01 and continuing as long as the Letter of Understanding continues in effect, the Employer agrees to increase the Employer's share of the premiums for Medical, Extended Health, Dental, and Group Life from sixty-five percent (65%) to seventy-five percent (75%).

SIGNED this 17th day of January, 1996.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

\_\_\_\_\_  
"Randall Graham"

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

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

\_\_\_\_\_  
"Reneé Zolenski-Ward"

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

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

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

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

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

LETTER OF UNDERSTANDING

between the

VANCOUVER MARITIME MUSEUM SOCIETY  
(hereinafter called "the Employer")

and the

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

**EMPLOYMENT OPPORTUNITIES**

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

The Employer and the Union recognize that:

- (i) Students enrolled in co-op student programs are those who have not graduated from a recognized post-secondary institution and who are participating in either a co-operative education program or are obtaining work experience related to a degree program.
- (ii) It is anticipated that work experience or co-operative education programs shall not exceed four (4) calendar months unless otherwise mutually agreed by the Employer and the Union.
- (iii) The Employer will establish a pay rate (if required by the program) prior to placement of post-secondary education students which is commensurate with the work expected to be completed.

Signed this 30th day of March, 1999.

ON BEHALF OF THE EMPLOYER:

\_\_\_\_\_  
"R. Graham"  
  
\_\_\_\_\_

ON BEHALF OF THE UNION:

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

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

LETTER OF UNDERSTANDING

between the

VANCOUVER MARITIME MUSEUM SOCIETY  
(hereinafter called "the Employer")

and the

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

DAILY GUARANTEE

The Employer and the Union agree that Clause 11.1.1(b) will be modified to a two (2) hourly guarantee in the following situations:

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

Signed this 30th day of March, 1999.

ON BEHALF OF THE EMPLOYER:

"R. Graham"

---

ON BEHALF OF THE UNION:

"Jim Gorman"

---

"Carol Brynjolfson"

---

LETTER OF UNDERSTANDING

between the

VANCOUVER MARITIME MUSEUM SOCIETY  
(hereinafter called “the Employer”)

and the

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

**SCHEDULE “B” - OVERTIME**

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

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

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

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

LETTER OF UNDERSTANDING - SCHEDULE "B" - OVERTIME (cont'd)

Signed this 30th day of March, 1999.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

"R. Graham"

"Jim Gorman"

"Carol Brynjolfson"