

2007 - 2011

COLLECTIVE AGREEMENT

between the

BRITANNIA COMMUNITY SERVICES CENTRE SOCIETY

(representing the Common Employer defined in the Certificate covering those employees referenced in the Preamble of the Agreement)

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 2007 January 01,

BETWEEN THE:

BRITANNIA COMMUNITY SERVICES CENTRE SOCIETY
(representing the Common Employer defined in the Certificate covering
those employees referenced in the Preamble of the Agreement)
1661 Napier Street, Vancouver, B.C.

(hereinafter called "the Employer")

OF THE FIRST PART

AND THE:

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

OF THE SECOND PART

WHEREAS:

- A. The Employer is an employer within the meaning of the Labour Relations Code of British Columbia;
- B. The Labour Relations Board has certified that the Union is the bargaining agent for the employees in a unit composed of:
 - (1) employees at Vancouver, B.C. and employees of the Britannia Community Services Centre Society excepting:
 - (a) Firefighters and Fire Alarm Operators;
 - (b) Line Crews in the Fire Alarm Department, Electricians (Journeyman and their helpers) in the Street Lighting Department, Lawyers, Doctors, Veterinary Surgeons and graduate nurses;
 - (c) Those engaged in the actual production of entertainment and exhibitions;
 - (d) Those known generally as outside employees, excepting Traffic Painters and Helpers employed by the City of Vancouver; and
 - (2) inside workers without limiting the generality of the foregoing composed of clerical, (including administrative), recreational, technical, cleaning, heating and refrigeration and food trades except those generally known as outside workers, foremen and community centre casual instructors; and

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

except those excluded by the Labour Relations Code

employed by the City of Vancouver, City Hall, 453 West 12th Avenue, Board of Parks and Recreation, 2099 Beach Avenue and Ray-Cam Cooperative Association, 920 East Hastings, Vancouver, B.C. which the Labour Relations Board has decided pursuant to the provisions of section 37 of the Labour Relations Code to be one Employer for the purposes of this certification.

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

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

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

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

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

1. DEFINITIONS

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

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

(50%) of the recognized number of hours constituting full-time employment for a particular class of positions, for an indefinite period of time.

- (d) "Auxiliary Employee" means an employee other than an employee defined in clause 1(a), 1(b) and 1(c).

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

2. TERM OF THE AGREEMENT

This Agreement shall be for a term of five (5) years with effect from 2007 January 01 to 2011 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. 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.

4. UNION SECURITY

All present employees who are now members of the Union shall remain members of the Union. All persons employed on or after 1978 December 21, shall become members of the Union by the pay period immediately following completion of thirty (30) calendar days of employment. All such employees shall remain members of the Union

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

All employees covered by the Union Certificate of Bargaining Authority shall pay a monthly fee to the Union equal to the Union's monthly dues, such payment to be made by payroll deduction. This deduction shall become effective immediately upon commencement of employment. Deductions shall be made in respect of all subsequent months provided an employee works any part of the month.

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 Executive designate and the Bargaining Committee of the Union have been consulted.
- (b) Where anomalies as submitted during negotiations are not concluded to the satisfaction of both parties, then they will give consideration to the submitting of such anomalies to a Board of Arbitration as constituted under Clause 15.1(d).

5.2 Shift Premium

The employees in the classes listed below shall have the benefit of the following provision:

The classes of work for which shift premium is 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 premium of seventy-five cents (75¢) (eighty-five cents (85¢), effective 2007 October 10) 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, the shift premium 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 (or in the same division in the case of the larger departments), the Employer will discuss the matter with the Union and, with the Union's consent, such adjustment or adjustments need not be made.

5.4 Effective Date for Individual Adjustments

Individual pay adjustments arising from periodic increments, reclassifications, re-evaluations and promotions (but not for acting in a higher capacity) are to commence at the beginning of the bi-weekly pay period the first day of which is nearest the calendar date of the pay adjustment. This clause is not intended to interfere with the provisions of Clause 6.

5.5 Derivation of Bi-weekly and Monthly Rates

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

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

5.6 Premium Pay for Fluency in a Second Language

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

6. PAY FOR ACTING SENIOR CAPACITY

(a) Full Acting Pay

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

(b) Partial Acting Pay

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

(c) Acting Assignments Exceeding Six Months

Acting assignments which are anticipated to exceed six (6) months in duration shall be posted in accordance with Clause 11.2 (a) of this agreement. Acting assignments which were not anticipated to exceed six (6) months shall be examined after four (4) months to determine if they are now expected to run longer than six (6) months. Acting assignments that are expected to continue beyond six (6) months shall be posted in the usual manner provided that the acting assignment may be automatically extended beyond six (6) months for a period not to exceed three (3) months in duration in order to either post and fill the position or to cover the balance of the assignment where it is clear the assignment will end within the three (3) month period.

(d) Pay for Partial Acting Assignments Exceeding Six Months

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

(e) Appointments of employees to a level of higher responsibility must be authorized in writing by the Head of the Department.

7. TRANSPORTATION ALLOWANCES

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

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

8. OVERTIME, CALLOUT, STANDBY, MEAL BREAKS

8.1 Overtime

(a) Any employee who is required to work overtime shall at the time of working such overtime elect whether to be paid for it or receive compensating time off in lieu thereof.

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

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

- (2) immediately preceding the employee's regular shift consequent upon an oral or written notice given prior to the end of the employee's previous shift;
 - (3) at any other time than at the times set forth in items (1) or (2) of this Clause 8.1(b) consequent upon an oral or written notice given prior to the end of the employee's previous shift.
- (c) Employees who elect to be paid for overtime worked shall be paid for the performance of overtime work scheduled by the Employer under Clause 8.1(b) at the following overtime rates:
- (1) time and one-half the regular rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
 - (2) double the regular rate of pay for all overtime in excess of the first two (2) hours thereof worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
 - (3) double the regular rate of pay for all overtime worked at any other time than at the times set forth in items (1) or (2) of this Clause 8.1(c). Employees shall be paid a minimum of one and one-half (1½) hours at double time for overtime worked pursuant to this paragraph (c)(3).
- (d) An employee who elects to receive compensating time off in lieu of being paid for overtime shall be credited with compensating time off equivalent to the number of hours for which the employee would have been paid for the overtime so worked 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 Department Head or the authorized representative of the Department Head, 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 Britannia for any reason (whichever event occurs first), the employee shall be paid in cash for the overtime for which no compensation was received at the rate or rates of pay in effect at the time such overtime was worked.

8.2 Callout

- (a) An employee who is called back to work by the Employer at any time after the completion of the regular shift, except where such employee is required to work overtime as a consequence of an oral or written notice given prior to the end of the employee's previous shift as provided in Clause 8.1(b), shall be paid at the rate of double (2X) the employee's regular rate of pay for the time actually worked and in addition thereto the employee shall be paid one (1) hour at double (2X) the employee's regular rate of pay for travelling time to and from

home. Except as otherwise provided in Clause 8.2(b) an employee who is called back to work under this Clause 8.2 shall be paid a minimum of three (3) hours (the minimum includes one (1) hour for travelling time) at double (2X) the employee's regular rate of pay.

- (b) If, after a callout, an additional call or calls are made upon the employee before the expiry of the minimum three (3) hour period or before arrival home, whichever shall last occur, the additional call or calls shall not qualify the employee for an additional minimum three (3) hour period or periods but the employee shall be paid at double (2X) the regular rate of pay for the time actually worked and an additional one (1) hour at double (2X) the regular rate of pay for travelling time to and from home. Where two (2) separate calls are completed by an employee within a three (3) hour period the employee shall be paid at double (2X) the regular rate of pay for a minimum of four (4) hours (the minimum includes two (2) hours for travelling time).
- (c) Notwithstanding the callout minimum, an employee who is at the work place prior to the commencement of the employee's regular shift and who is required to commence work prior to the commencement of the employee's regular shift, shall be paid in accordance with the overtime provisions for the actual time worked prior to the commencement of the employee's regular shift.

8.3 Standby

- (a) Employees who stand by for a call to work between the end of a normal day shift on the first day of work in a normal work week as defined in Clause 11.1 (excluding public holidays) and the commencement of a normal day shift on the last day of work in the normal work week shall be paid one (1) hour's pay at the employee's regular rate of pay for each period of eight (8) hours that the employee stands by, in addition to any callout pay to which there may be entitlement under Clause 8.2.
- (b) Employees who stand by for a call to work at any time except employees who stand by for a call to work under Clause 8.3(a) shall be paid one (1) hour's pay at the employee's regular rate of pay for each period of six (6) hours that the employee stands by in addition to any callout pay to which there may be entitlement under Clause 8.2.
- (c) Where the period of time which an employee stands by under this Clause 8.3 exceeds a multiple of six (6) hours or eight (8) hours (as the case may be) the employee shall be paid one (1) hour's pay at the rate provided in this Clause 8.3 for the remainder of the standby time unless the remainder is not more than one-half ($\frac{1}{2}$) of the standby period of six (6) hours or eight (8) hours (as the case may be) in which event the amount payable to the employee for the remainder shall be one-half ($\frac{1}{2}$) hour's pay at the rate provided in this Clause 8.3.

8.4 Meal Breaks

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

(1) During Overtime

Upon completion of two (2) continuous hours of overtime work immediately preceding or immediately following an employee's regular shift, the employee becomes entitled to a paid meal break of a one-half ($\frac{1}{2}$) hour which the Employer may permit to be started at any time within the two (2) hour period but, except in an emergency, no later than the end of two (2) hours.

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

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

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

Upon the completion of each succeeding three and one-half ($3\frac{1}{2}$) continuous hours of call-out work or overtime work, the employee shall be given another paid meal break of one-half ($\frac{1}{2}$) hour which, except in an emergency, shall be taken at the end of each three and one-half ($3\frac{1}{2}$) hour work period.

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

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

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

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

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

(c) Where by reason of an emergency it is not feasible to give a meal break at the designated time under this Clause 8.4(a)(1), (2), or (3), it shall be taken as soon as practicable and in addition the Employer shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time as the employee would have been otherwise entitled to a paid meal break.

8.5 Overtime and Callout - Cost Recovery

Effective 2007 October 10, where an employee works overtime and/or is called out to deal with situations where the Employer is able to recover the overtime and/or callout costs from the Provincial Emergency Program, the Employer shall have the option of paying the employee for such overtime and/or callout, or granting the employee compensating time off in lieu of being paid for such overtime and/or callout.

9. VACATIONS AND PUBLIC HOLIDAYS

9.1 Vacations

Paid annual vacation for all employees covered by this Agreement shall be allowed as follows:

- (a) Effective 2007 October 10, in the first part calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$) of fifteen (15) working days for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by December 31st.
- (b) During the second (2nd) up to and including the seventh (7th) calendar year of service - fifteen (15) working days;
- (c) During the eighth (8th) up to and including the fifteenth (15th) calendar year of service - twenty (20) working days;
- (d) During the sixteenth (16th) up to and including the twenty-third (23rd) calendar year of service - twenty-five (25) working days; and
- (e) During the twenty-fourth (24th) and all subsequent calendar years of service - thirty (30) working days;
- (f) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth ($\frac{1}{12}$) of their vacation entitlement for that year for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked to the date of termination.

PROVIDED THAT

- (g) "calendar year" for the purposes of this Agreement shall mean the twelve-month period from January 1st to December 31st inclusive.
- (h) Effective 2007 October 10, upon hiring, an employee from another municipal employer may be started at any level on the vacation schedule set out above at the discretion of the General Manager - Human Resources Services or designate. New employees who receive recognition for service under this provision will not receive recognition in other areas, such as but not limited to

seniority or length of service and will not receive further recognition for future vacation entitlements as described in the Collective Agreement.

- (i) In all cases of terminations of service for any reason, adjustment will be made for any overpayment of annual vacation.
- (j) Employees leaving on superannuation, or upon leaving on reaching maximum retirement age, are entitled to vacation as follows:
 - if retiring prior to April 1st, they receive half of the usual annual vacation;
 - if retiring April 1st or later, they receive the full annual vacation.
- (k) Effective 2007 October 10, an employee who is entitled to annual vacation of twenty-five (25) working days or more in any year:-
 - (1) shall take at least twenty (20) working days of such annual vacation during the year in which it is earned, and
 - (2) may defer the taking of any part of such annual vacation in excess of twenty (20) working days; provided however that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause 9.1(k) shall be twenty (20) working days.

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

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

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

9.2 Supplementary Vacation

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

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

9.3 Public Holidays

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

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

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

- (b) If the Government of Canada and the Government of the Province of British Columbia or either of them proclaim that such public holiday be observed on a day other than Saturday or Sunday then the day so proclaimed shall be read in substitution for such public holiday but if there is no such proclamation by either of such governments or the proclamation of such governments do not proclaim the same day for the observance of such public holiday then the Employer may choose a substitute or alternate day as the recognized holiday for some employees. The Employer may, instead of having all employees observe the public holiday on the same day, declare both the Friday immediately preceding the public holiday and the Monday immediately following the public holiday for the observance of the public holiday. Those employees designated by the Employer shall be entitled to a holiday with pay in lieu on the Friday and those employees designated by the Employer shall be entitled to a holiday with pay in lieu on the Monday named by the Employer. The Employer may designate some employees to observe the holiday on the actual day of the public holiday.

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

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

(d) Pay for Public Holidays

- (1) Employees not normally required to work on public holidays:
 - (a) Regular Full-Time Employees who are not normally required to work on public holidays and who do not work on a public holiday which is observed on a normal work day shall receive the public holiday day off with pay.
 - (b) Regular Full-Time Employees who are not normally required to work on public holidays and who do not work on a public holiday which is observed on a normal day off shall receive another day off with pay in lieu of the holiday or pay for the day.
 - (c) Regular Full-Time Employees who are not normally required to work on public holidays, but are required to do so, shall be paid at their normal rate of pay for the public holiday and in addition will receive compensation at double (2X) their normal rate of pay for the hours that they are required to work on the public holiday. The employee shall, at the time of working the public holiday, elect whether to be paid for doing so or to receive compensating time off in lieu thereof.
- (2) Employees whose duties normally require them to work on public holidays or on scheduled shift work:
 - (a) Regular Full-Time Employees whose duties normally require them to work on public holidays and who do work on the day which is observed as a public holiday shall:
 - (i) be paid a public holiday premium of one and one-half times (1½X) the employee's normal rate of pay for the hours worked on the holiday; plus
 - (ii) be entitled to an additional day off with pay in lieu of the holiday.
 - (b) Regular Full-Time Employees whose duties normally require them to work on public holidays but are not required to work on a public holiday that is observed on a normal day off shall receive another day off with pay in lieu of the holiday or pay for the day.
- (e) Time worked on a public holiday or on the day off given to the employee in lieu of a public holiday shall not be treated as overtime except as provided in Clause 8.1.
- (f) For purposes of this Clause, where an employee works a shift that commences on or concludes on a day designated as a public holiday, the shift shall be considered to have been completely worked on the day on which the employee worked the majority of the regular shift.

- (g) For purposes of this Clause, compensation for public holidays shall be in accordance with the following: basic annual public holiday hours shall be calculated as 11 public holidays x the number of daily hours as per a 5-day week. E.g. $11 \times 7 = 77$ (35 hr week), or $11 \times 7.5 = 82.5$ (37.5 hr week), or $11 \times 8 = 88$ (40 hr week).

10. EMPLOYEE BENEFITS

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

10.1 Benefit Administration

Subject only to Schedule "E", Part 3.1, the Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans.

10.2 Medical Coverage

(a) Medical Services Plan (MSP)

Effective 2007 October 10, effective the first day of the month following the date of hire, employees shall be entitled to be insured under the Medical Services Plan established under the Medical Services Act of British Columbia with the Employer paying seventy-five percent (75%) of the premium and the employees paying twenty-five percent (25%) of the premium.

(b) Extended Health Care Plan (EHC)

Effective 2007 October 10, effective the first day of the month following the date of hire, employees shall be entitled to be insured under the Extended Health Care Plan. The provision of the benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits, coverage for:

- (1) eye exams to a maximum payable of \$75.00 (\$100.00, effective 2008 January 01) per person per twenty-four (24) month period;
- (2) vision care to a maximum payable of \$350.00 per person per twenty-four (24) month period (effective 2008 January 01, \$450.00 per person per twenty-four (24) month period, including coverage for laser eye surgery);
- (3) hearing aids to a maximum payable of \$700.00 in a sixty (60) month period;
- (4) orthopedic shoes to a maximum payable of \$400.00 for adults/\$200.00 for children in a calendar year and orthotics to a maximum payable of \$300.00 every five (5) years;

- (5) diabetic equipment and supplies, ostomy supplies, and clinical psychologist services (\$600 per year);
- (6) chiropractor and naturopath services to a combined maximum of \$500.00 per calendar year; physiotherapist and massage practitioner services to a combined maximum of \$600.00 per calendar year; podiatrist services to a maximum of \$350.00 per calendar year; acupuncture treatments to a maximum of \$250.00 per calendar year; and speech language pathologist services to a maximum of \$100.00 per calendar year.

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

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

10.3 Group Life Insurance

- (a) Effective 2007 October 10, effective the first day of the first full pay period worked following the date of hire, employees shall be insured under a group life insurance policy which has been taken out by the Employer on behalf of the employees. The group life insurance policy includes among other benefits coverage for each of such employees in an amount equal to one and one-half (1½) times the employees' basic annual salary which shall be computed to the next highest \$1,000.00 subject to the terms and conditions of the group life insurance policy. The Employer shall pay seventy-five percent (75%) of the premium and the active employees shall pay twenty-five percent (25%) of the premium.
- (b) Optional Group Life Insurance

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

10.4 Dental Services Plan

Effective 2007 October 10, the Employer agrees to provide a dental plan for the benefit of employees, effective the first of the month following the date of hire, 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 to a lifetime maximum of \$3000 for dependent children and adults as defined by the Plan;
- (d) The premiums for the Dental Plan shall be paid seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the employees.

10.5 Same Sex Benefit Coverage

An employee who co-habits with a person of the same sex, and who promotes such person as a "spouse" (partner), and who has done so for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health and Dental benefits.

10.6 Sick Leave and Gratuity Plan

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

A. SICK LEAVE

(1) Sick Pay Plan

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

- (a) No sick leave with pay shall be granted except after six (6) months' continuous service in the employ of the Employer;
- (b) Sick Leave of ten (10) working days shall be credited semi-annually on June 30th and December 31st commencing with the completion of the first six (6) months of service at which date ten (10) working days credit shall be given;
- (c) Sick Leave entitlement at a given date shall be the accumulated credit at the last semi-annual date less any sick leave with pay taken subsequent to that date. Note: When sick credits are exhausted, no further credits are posted to an employee's record unless the employee returns to duty for at least five (5) consecutive working days;
- (d) When Sick Leave is earned for a period of less than six (6) months, a month shall be equivalent to a credit of one and one-half (1½) days and no credit shall be given for a part of a month;
- (e) Sick Leave may be accumulated to a maximum of 261 working days;
- (f) A deduction shall be made from accumulated sick leave 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 1: See Clause 10.6 B(2) for non-effect on gratuity benefits.

Note 2: A deduction of one-half ($\frac{1}{2}$) day will be made for late arrivals or early departure due to illness of over two (2) hours.

- (g) Full sick leave credits will be given for absence in the following circumstances:
 - (1) Accident on job (Workers' Compensation case)
 - (2) Leave due to illness, either with or without pay
 - (3) Leave for active service in Armed Forces.
 - (h) Any employee requesting sick leave with pay may be required to produce a certificate from a duly qualified medical practitioner licensed to practice in the Province of British Columbia certifying that such person is unable to carry out their duties due to illness;
 - (i) Notwithstanding the foregoing, employees who have completed thirty (30) calendar days of continuous service shall be entitled to an advance of not more than five (5) days of sick leave with pay; provided that if any of such employees have been advanced sick leave with pay under this clause and leave the service of the Employer for any reason prior to the completion of six (6) months of continuous service, the advanced payment shall be repaid to the Employer by deduction from the employee's pay cheque.
- (2) Other City Employees Transferred to Positions Covered by this Agreement
- Such employee shall be given the same credit as employees covered by this Agreement, the initial accumulated net credit at date of transfer, shall be determined by a summarization of the attendance records for the preceding six (6) years.
- (3) Workers' Compensation and Sick Leave Payments
- (a) Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and is entitled to time loss compensation

therefor under the Workers' Compensation Act, the employee shall not be entitled to use sick leave credits for time lost by reason of any such disability.

- (b) All monies received by an employee by way of compensation for loss of wages under the said Act shall be paid to the Employer in return for which the Employer shall pay the employee the approximate net salary to which the employee would have otherwise been entitled but for a disability suffered or incurred by the employee, subject to Clause 10.6 A(3)(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 will be paid their approximate net salary for a maximum of one (1) year plus the equivalent of the accumulated sick leave credit. The sick leave credit would be charged with the time in excess of one (1) year and the Employer would receive the Workers' Compensation Board cheque for the full period.

Employees receiving Workers' Compensation Allowance for a recurrence of an injury or ailment suffered prior to employment on the Employer's salaried staffs will 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 shall be made from the current year's gratuity credits for all days absent on sick leave with pay, except that such deduction shall not exceed one (1) working day in each four (4) month segment of the calendar year. The total gratuity credited to each employee at

December 31st of each calendar year will remain to such employee's credit regardless of time lost in any subsequent year through illness or any other reason.

(3) Establishment

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

(4) Gratuity Leave

An employee who has completed not less than three (3) years of continuous service and is eligible for gratuity leave may be granted leave up to the number of gratuity days 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 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 Manager of Administrative Services.

(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 months. If an employee desires to delay the payment of any of this gratuity the employee shall notify the Manager of Administrative Services to that effect prior to the last day of work for the Employer. The delayed amount shall be paid in a single sum, plus interest, for the period of the

delay at a rate to be determined from time to time by the Director of Finance.

(7) Employment Insurance Rebate

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

C. FAMILY ILLNESS

Where no one other than the employee can provide for the needs of an immediate member of the employee's family (spouse, child, parent) during an illness, an employee shall be entitled, after notifying the employee's immediate Supervisor, to use up to two (2) (three (3), effective 2007 October 10) accumulated sick leave days per calendar year for this purpose. In exceptional circumstances the employee's Manager may approve additional leave.

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

10.7 Vancouver Employees' Savings Plan

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

10.8 Compassionate Leave

- (a) In the event of the death of an employee's spouse (including common-law spouse and same sex partner), child, ward, foster child, brother, sister, parent, parent-in-law, grandparent, grandchild, guardian, or other relative if living in the employee's household, the employee shall be granted a period of leave not to exceed three (3) working days without loss of pay. For purposes of Compassionate Leave, employees in same sex relationships as defined under Clause 10.5 shall be entitled to the provisions of this clause.
- (b) Any employee who qualifies for compassionate leave without loss of pay under Clause 10.8(a), and who travels to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Fraser Valley Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Requests for leave under Clauses 10.8(a) and 10.8(b) shall be submitted to the Manager of Administrative Services who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for compassionate leave without loss of pay under Clause 10.8(a) herein may be granted such leave when on annual vacation if

approved by the Manager of Administrative Services. An employee who is absent on sick leave with or without pay or who is absent on Worker's Compensation, shall not be entitled to such emergency leave without loss of pay.

- (e) Upon application to, and upon receiving the permission of the Manager of Administrative Services, an employee may be granted leave of up to one-half ($\frac{1}{2}$) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Clause 10.8(a).

10.9 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)(5) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

(e) Benefits

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

(f) Supplementary Employment Insurance Benefits (SEIB)

- (1) Birth mothers who are entitled to maternity leave as provided for in Clause 10.9 of the Collective Agreement and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (2) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth, or as provided for in Paragraph 2 above.
- (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
 - (a) For the first six (6) weeks, which includes the two week Employment Insurance waiting period; and
 - (b) Up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
- (5) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.

- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

10.10 General Leave of Absence

- (a) Requests by employees for leaves of absence without pay for up to one (1) year may be granted at the discretion of the Employer and providing the employee can be spared without materially affecting the operation of the employee's work area. Employees returning from leaves of absence are entitled to return to their previous position or one of comparable value.

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

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

- (c) Leave for Writing Examinations

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

Any employee who intends to register for a study course which will involve taking time off during working hours to write examinations should submit an application to the Manager of Administrative Services. The Manager of Administrative Services will rule, or report on the request in accordance with the following regulations:

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

First Year University in the subjects of Mathematics and English.

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

Any other professional groups having comparable studentship or examination system to The Association of Professional Engineers and Geoscientists of B.C. and the Corporation of B.C. Land Surveyors, providing such professional training is applicable to municipal work.

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

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

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

(d) Authorization for Exact Period

When obtaining authorization for a Leave of Absence without pay the exact period of absence must be requested. The employee will then be expected to take the full authorized period. This provision is required to eliminate unnecessary payroll adjustments and to avoid terminating the services of temporary replacements prior to the period for which they were employed.

(e) Effect of Leave of Absence on Increment Dates

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

(f) Election Leave

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

10.11 Court Attendance and Jury Duty

(a) Jury Duty and Witness Fees

Any employee called for jury duty or as a witness will be allowed time off during the period of such duty. The employee's regular pay will be continued and any remuneration received for such duty will be remitted to the Director of Finance. It shall be the responsibility of the Manager of Administrative Services to ensure such payment.

(b) Expenses Incurred

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

(c) Method of Reporting

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

10.12 Resignation and Re-employment

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

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

(b) Starting Salary on Re-employment

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

10.13 Municipal Pension Plan

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

Where an employee has, prior to retirement, paid the full cost of extending their pensionable service by purchasing time served by the employee in a probationary

capacity with the Employer which has not heretofore been considered as pensionable service, the Employer shall, upon the employee's retirement, reimburse the employee for one-half ($\frac{1}{2}$) of the costs previously paid by the employee provided the employee has reached the minimum retirement age. This provision is subject to the provisions of the Municipal Pension Plan and the maximum period of time that the Employer will cost share with the employee is six (6) months.

10.14 Group RRSP

The Employer agrees to facilitate a Group RRSP by making arrangements with a financial institution and provide an opportunity for contributions to be made by payroll deduction.

11. WORKING CONDITIONS

11.1 Work Week

- (a) Subject to the exception contained 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., with a period of one (1) hour for lunch and two (2) ten minute rest periods will be allowed each day. The Manager of Administrative Services will 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.

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

- (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. For employees who are necessarily employed on a five and one-half ($5\frac{1}{2}$) day week, the time off each week shall be one and one-half ($1\frac{1}{2}$) days.

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

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

11.2 Posting Positions and Filling Vacancies

The following procedures apply, subject to the provisions of Schedule "E", item 2.1 - Appendix "A", page 92, annexed hereto:

(a) Posting

The Employer agrees that, before:

- (i) permanently filling any vacant Regular Full-Time or Regular Part-Time positions, or
- (ii) filling Temporary Full-Time positions or encumbered but temporarily unoccupied regular positions which are expected to exceed six (6) months in duration;

such positions shall be posted for seven (7) calendar days in such conspicuous places as may be designated by the Employer at work sites of the Employment Pool, Britannia Community Services Society & Ray-Cam Cooperative Association; provided, however, that nothing in this provision shall require the Employer to fill positions that are vacant or temporarily unencumbered.

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

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

Note: This will apply to Britannia employees only if they are applying for positions with the City of Vancouver, Board of Parks & Recreation or Ray-Cam Cooperative Association. (See Schedule "E", item 2.1 – Appendix "A".)

(c) Temporary Positions

- (1) Where a Regular Full-Time Employee is appointed to a temporary position, the employee shall be returned to a position of equal value to

the employee's former position without loss of seniority when the temporary work is completed.

- (2) Positions not previously posted as per Clause 11.2(a)(ii) because they were not expected to exceed six (6) months in duration, shall be examined after four (4) months to determine if they are expected to run longer than six (6) months or to be converted to regular status. Positions that are expected to continue beyond six (6) months or positions that are converted by council to regular status shall be posted in the usual manner provided that the position may be automatically extended beyond six (6) months for a period not to exceed three (3) months in duration in order to either post and fill the position or to cover the balance of the assignment where it is clear the assignment will end within the three (3) month period. The parties may mutually agree to extend such timelines in the event a temporary position is in the process of being converted to regular status by the Council.

(d) Procedures for Employees on Vacation or Authorized Leave

- (1) Where an employee wishes to apply for a position which is expected to become vacant while the employee is on authorized leave of absence or on vacation, the employee 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 is selected for a position must be available for employment in that position not later than one (1) month following the date of selection.
- (2) If a position is posted while an employee is on an authorized leave of absence or on a vacation of not more than seven (7) days, such employee, upon return, may apply for the position not later than three (3) calendar days following the expiry date of the posting; provided that no other person has been certified for the position.

(e) Union Notification

The Employer shall notify the Union when persons are hired for periods of three (3) months or more in positions which could be considered as being within Britannia Community Services Society.

(f) Posting Information

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

- (1) nature of position;
- (2) required qualifications, knowledge, education and skills;
- (3) wage or salary rate or range;
- (4) shifts (if any);
- (5) anticipated length of any temporary assignment, if posted; and

- (6) a statement that the position falls within the jurisdiction of CUPE Local 15 (VMECW).

11.3 Promotions, Transfers and Demotions

- (a) In making promotions, transfers and demotions, the skills, knowledge and ability of the employee concerned shall be the primary consideration, and where such qualifications are equal, seniority shall be the determining factor. Effective 2007 October 10, pursuant to paragraph 7 of Schedule "E", item 2.1 - Appendix "A", where internal and external applicants are considered equally qualified in terms of their skill, knowledge, and ability, preference will go to the internal applicant.

(b) Trial Period

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) Pay Rates Upon Promotion

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

- (1) When an employee is promoted to a position the pay range of which does not overlap that of the former position, the rate of pay shall be the first step in the salary range of the new position unless special regulations or the Employer authorizes a higher starting rate.
 - (2) When an employee is promoted to a non-supervisory position the pay range of which overlaps that of the former position, the rate of pay shall be one (1) step above the employee's present rate.
 - (3) If the duties of the position to which an employee is promoted include supervisory responsibilities and the pay range of such position overlaps that of the supervised employee or employees the rate of pay shall be one (1) step above the maximum step in the range of the highest rated supervised position.
 - (4) The provisions of this Clause shall be deemed to apply when the employee is assigned supervisory responsibilities by the Department Head which includes directing the course of work of a subordinate(s), including being responsible for the quality and quantity of the subordinate's work.
- (d) A transfer is considered the movement of an employee from one position to another having the same maximum salary rate. If an employee is changed to a position in a class having a higher pay range than the class from which such

employee was moved, such change shall be considered a promotion and the provisions governing promotions shall apply. If an employee is changed to a position in a class, the salary range of which has a maximum that is lower than the maximum of the class from which the employee was transferred, such change shall be deemed a demotion and the provisions governing demotions shall apply.

- (e) Transfer requests are submitted to and are subject to the approval of the Manager of Administrative Services.
- (f) If a position becomes vacant, an employee of the same department with the same classification as the vacant position may be transferred into the vacant position without it being posted. The position subsequently becoming vacant would be posted and filled in accordance with the Agreement. Transfers under this provision shall be subject to the grievance procedure.
- (g) Transfers between departments will be posted and filled in the usual manner.
- (h) In the situation where a vacancy does not exist but where it is desirable to switch or rotate employees of the same classification from one position to another within a department, the following procedure will apply: The Manager of Administrative Services shall discuss the proposed transfer with the employees involved and shall have the authority to effect the transfer without the positions being posted. If in the event that the employees concerned feel that such a transfer would result in some form of inequity or prejudicial treatment, the grievance procedure as set out in Clause 15 may be initiated.

11.4 Probationary Period

- (a) 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:
 - (1) the quality of work
 - (2) conduct
 - (3) capacity to work harmoniously with others
 - (4) ability to meet production standards set by the Employer

- (d) If a probationary employee continues in the same position on a regular basis, holiday benefits and other perquisites referable to length of service shall be based on the accumulated service with the Employer and seniority shall be based on the time worked and/or paid in the bargaining unit both subject to Clause 12.1(a)(3).

11.5 Layoffs and Bumping

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

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

thereof. For the purposes of this Clause 11.5(e) the words "major layoff" mean a ten percent (10%) or more reduction in the work force within the Employment Pool due to a reduction in the budget of the Employer. This Clause 11.5(e) does not apply if the reduction of the work force is due to some other body or employer taking over a department or part of the operation or business of the Employer.

11.6 Recall

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

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

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

- (6) an employee who is laid off and is eligible for recall under this Clause shall remain on the recall list for a maximum of six (6) months.
- (7) The offer of temporary and/or auxiliary assignments to Regular Full-Time and Regular Part-Time Employees with seniority who have been laid off shall not be considered a recall. An employee who accepts such temporary and/or auxiliary work shall not receive a further layoff notice at the conclusion of such work. Employees who decline such work will not be considered to have refused a recall.

11.7 Changes Affecting the Agreement

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

11.8 Directives Interpreting the Agreement

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

11.9 Personnel Records

- (a) A copy of any written material concerning any disciplinary action (including reprimands) affecting an employee shall be given to the employee as soon as possible after it is recorded in the employee's personnel file.
- (b) An employee shall be given a copy of any document placed in the employee's personnel file which might be the basis of disciplinary action. Should an employee dispute any such entry in the personnel file, that employee shall be entitled to recourse through the grievance procedure contained in Clause 15. The Employer agrees not to introduce as evidence in any hearing arising from a disciplinary grievance any document from the personnel file of an employee the existence of which the employee was not aware of at the time of filing.
- (c) Upon receiving permission from the Manager of Administrative Services 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 Manager of Administrative Services.
- (d) For the purpose of this Clause, 'personnel file' refers to the single official personnel file in a designated location which, until further notice, is the Administrative office.

- (e) Discipline letters will be removed from an employee's personnel file four (4) years from the date the letter is issued upon application by the employee provided no further incident of misconduct has occurred.

11.10 Procedure for Obtaining Membership Information

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

11.11 Employees with Disabilities

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

11.12 Reclassification of Positions and Classification of New Positions

(a) Origin of Requests for Reclassification

Requests for reclassification may come from the Manager of Administrative Services, employees or the Union.

(b) Disposal

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

(c) Establishment of New Positions

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

(d) Changes in Rate

Request for changes in rates of pay may come from the Employer or the Union.

(e) City Manager Approval

The City Manager is authorized to approve all reports of the General Manager - Human Resources 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 Manager of Administrative Services and the Union. Retroactive payment will be made from the first pay period following receipt of the request.

(f) Council Approval

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

(g) Application of Pay for Upward Reclassification

When, as a result of Reclassification, a position is upgraded the incumbent shall receive an increase in salary equivalent to one pay step in the new salary range, subject to Clause 11.3(c)(2).

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

(h) 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:

- (1) 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
- (2) 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 employee is qualified, and which is valued at the same level as the position was formerly valued.

(i) Definitions re Certain Classification Changes

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

(j) Dispute Resolution Process

Effective 2007 October 10:

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

(1) Request for Information

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

(2) Step 1

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

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

the Union may refer the grievance in writing to Step 2 within twenty one (21) calendar days of receiving the response.

(3) Step 2

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

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

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

(4) Arbitration

(a) The parties shall agree on the Arbitrator within fourteen (14) calendar days of the referral and must request dates from the Arbitrator at that time.

(b) Where the parties are unable to agree on the Arbitrator within fourteen (14) calendar days of the referral, either party may apply to the Director, Collective Agreement Arbitration Bureau within the following ninety (90) calendar days to make the appointment of an Arbitrator. If there is no agreement to an Arbitrator and no referral to the Director, Collective Agreement Arbitration Bureau in accordance with this Clause, the grievance shall be considered to be abandoned.

(c) In all other respects, the provisions of the Labour Relations Code shall apply. The decision of the Arbitrator shall be final and binding on both parties. Each party shall pay half the expense of the Arbitrator and the expenses of their representative(s).

(d) In considering the proper allocation of a position in classification disputes, the parties agree that the Arbitrator shall have the authority to consider Schedule "A" classes within the Employment Pool, City of Vancouver, and Ray-Cam Cooperative Association.

11.13 Occupational Health and Safety

(a) The Employer and the Union agree that all parties, including employees, have a responsibility to provide and maintain a safe work environment and to work

cooperatively to support and develop safe work practices that will not place individual employees, co-workers, the public or the City at risk.

- (b) All relevant regulations of the Workers' Compensation Act shall be observed and adhered to.

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

11.14 Security and Related Monitoring Equipment

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

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

12. SENIORITY

12.1 Acquisition and Calculation of Seniority

- (a) Employees shall acquire seniority as follows:

- (1) Regular Full-Time Employees and Regular Part-Time Employees - upon completion of six (6) calendar months of continuous service. Notwithstanding the acquisition of seniority, those employees who are required to serve twelve (12) months probation shall be required to complete their probation period before being confirmed as Regular Employees;
- (2) Auxiliary and Temporary Full-Time Employees - upon completion of nine hundred and thirteen (913) hours, provided that such employees, while having seniority, shall be required to serve the normal probationary period upon acquiring a regular full-time or regular part-time position.
- (3) When calculating accumulated hours towards seniority, only straight time hours worked or paid since the last break in service of greater than one (1) year shall be included in the calculation; provided, however, that the accumulated hours worked or paid shall not exceed thirty-five (35) hours times the number of calendar weeks since the last break in service.

- (b) Upon becoming a Regular Full-Time employee and completing the probationary period, an employee's seniority date will be calculated by dividing the employee's total accumulated hours as per 12.1(a)(3) above by 7 hours per day and converting the number of days to a calendar seniority date. When counting the days backward, Public Holidays and weekends will not be counted.

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

- (c) Seniority for Regular Part-Time, Auxiliary and Temporary Full-Time Employees shall be on the basis of all straight time hours actually worked by and/or paid to an employee while in the bargaining unit subject to paragraph (a)(3) above.
- (d) Employees on Maternity and/or Parental Leave (including adoption) shall be credited with seniority upon their return to work based on the hours they would have worked but for the period of the Leave. A Regular Full-Time Employee shall not have their seniority date adjusted for an absence due to Maternity and/or Parental Leave. A Temporary Full-Time Employee shall receive credit until the scheduled end of their temporary assignment based on full time hours; the credit for the balance of the Leave shall be based on the average monthly hours worked in the twelve (12) month period preceding the leave. An Auxiliary Employee shall be credited with seniority during the period of Leave based on the average monthly hours worked over the twelve (12) months preceding the Leave.
- (e) The Seniority List shall be updated and a copy provided to the Union once each year (approximately late January each year).
- (f) Employees who have acquired seniority and leave service for reasons other than termination for cause shall be reinstated on the Seniority List if they are re-employed within one (1) year from the date of leaving. An employee who is re-employed after a break of greater than one (1) year shall be considered a new employee.

12.2 Application of Seniority

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

13. LEAVE OF ABSENCE – OFFICIAL UNION REPRESENTATIVES

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

(b) Applications for Leave

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

(c) Leaves of Absences – Manager of Administrative Services Approval

Upon application to and upon receiving permission from the Manager of Administrative Services or designate in each specific case, Official Union Representatives may be granted:

1. Time Off Without Loss of Pay:

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

2. Time Off Without Pay:

- (i) for any of the purposes outlined in (1) above, additional Official Union Representatives may be granted leave; or
- (ii) to meet with a grievor during the informal complaint stage and formal stages of the grievance procedure, as well as to prepare for arbitration hearings.

3. An opportunity to adjust and take their lunch and/or rest breaks in order to investigate and possibly avoid an alleged grievance; provided such adjustments do not interfere with the Employer's ability to meet operational needs.

(d) Leaves of Absences – Manager of Administrative Services Approval

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

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

14. DISCIPLINE, SUSPENSION AND DISCHARGE

Where the Employer calls a meeting with an employee for the express purpose of written discipline, suspension or dismissal of an employee, the employee may elect to have a Union representative present. The Employer agrees to contact the Union office and provide a minimum of three (3) hours notice so the Union can contact the employee and provide a Union representative if the employee so wishes. Where the employee elects not to have a Union representative present, or a Union representative is not available for the meeting, the absence of a Union representative shall not affect the Employer's right to discipline, suspend or dismiss. Nothing in this provision shall prevent the Employer from taking immediate disciplinary action in addressing serious workplace violations.

15. GRIEVANCE PROCEDURE

15.1 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

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

(b) Step 1

- (1) A Union Representative may file a grievance by notifying the Manager of Administrative Services or designate in writing or by e-mail, followed up in writing, within fourteen (14) calendar days of the date the response from the Supervisor was given or due. The grievance must specify the nature of the issue, the alleged violation of the Collective Agreement and the remedy sought.
- (2) A grievance meeting will be held with the Manager of Administrative Services or designate within twenty-one (21) calendar days of the Union Representative filing the grievance.

If the Manager of Administrative Services or designate is unable to meet within twenty-one (21) calendar days, the Union has fourteen (14) calendar days from the date the meeting should have been held to refer the matter to Step 2.

- (3) The Manager of Administrative Services or designate will respond in writing within fourteen (14) calendar days of the meeting.
- (4) If the grievance is not resolved at Step 1, or the Manager of Administrative Services or designate does not respond within fourteen (14) calendar days of the meeting, the Union may refer the grievance to Step 2.

(c) Step 2

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

(d) Arbitration

- (1) The parties shall use a single Arbitrator, unless either party wants a three (3) member Arbitration Board which shall consist of one (1) member appointed by each party and a Chairperson mutually appointed by the Employer and the Union.
- (2) The Employer and the Union shall mutually agree on the Arbitrator or the Chairperson within fourteen (14) calendar days of the referral.
- (3) Where the parties are unable to agree on a single Arbitrator or a Chairperson within fourteen (14) calendar days of the referral, either party may apply to the Director, Collective Agreement Arbitration Bureau within the following ninety (90) calendar days to make the appointment.

If there is no agreement to an Arbitrator or Chairperson and no referral to the Director, Collective Agreement Arbitration Bureau in accordance with this Clause, the grievance shall be considered to be abandoned.

(4) In all other respects, the provisions of the Labour Relations Code shall apply. The decision of the Arbitrator or Arbitration Board shall be final and binding on both parties. Each party shall pay half the expense of the Arbitrator or Chairperson and the expenses of their representative.

(e) Pre-Arbitration Consultation

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

(f) Employer-initiated Grievances

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

15.2 Policy Grievances

- (a) When a “dispute”, as defined in the Labour Relations Code, arises between the parties, including any difference concerning the interpretation, application, operation or alleged violation of this Collective Agreement which does not specifically involve an employee, the matter may be submitted in writing by the Union to the Manager of Administrative Services or, alternatively, by the Employer to the Union.
- (b) The Manager of Administrative Services and the Union will make every reasonable effort to meet and discuss the grievance within twenty-one (21) calendar days of the notification of the grievance.
- (c) The responding party will respond to the grievance within fourteen (14) days of the meeting.
- (d) If a satisfactory settlement is not reached between the Manager of Administrative Services and the Union, the grieving party may refer the matter to the Board of Management (or the Union where applicable) within fourteen (14) days of the response.
- (e) The Board of Management and the Union Representative will make every reasonable effort to meet and discuss the grievance within twenty-one (21) calendar days of the referral under (d) above.
- (f) Prior to making a decision, the Board shall consult the General Manager - Human Resources of the City of Vancouver.
- (g) The responding party will respond to the grievance within fourteen (14) days of the meeting.
- (h) If the grievance is not resolved through the above process, the grieving party may refer the grievance to Arbitration as provided for in Clause 15.1(d).

15.3 Suspension or Dismissal

When an employee is suspended or dismissed, the Union Representative may file a grievance at Step 1 without first meeting with the immediate Supervisor.

15.4 Variations

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

16. TECHNOLOGICAL CHANGE

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

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

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

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

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

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

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

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

17. EMPLOYMENT EQUITY

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

Note: See also Schedule "G".

18. AGREEMENT AS TO CONDITIONS NOT MENTIONED

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

19. OCCUPATIONAL HEALTH PLAN

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

20. HUMAN RIGHTS

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

21. HARASSMENT

Effective 2007 October 10, the Employer and the Union recognize the right of employees to work in an environment free from harassment.

22. SCHEDULES AND LETTERS OF UNDERSTANDING

It is agreed between the parties hereto that Schedules "A", "B" – Auxiliary and Temporary Full-Time Employees, "C" - Regular Part-Time Employees, "D", "E", "F", "G" and "H", the Letters of Understanding re Hours of Work, Layoff and Recall, Job Sharing, and Telecommuting, annexed hereto shall form part of this Agreement.

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

The Common Seal of the BRITANNIA)
COMMUNITY SERVICES CENTRE SOCIETY)
was hereunto affixed in the presence of:)

_____)
"Ray Gallagher")

_____)
Feb. 14, 2011)
Date Signed

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

_____)
"Paul Faoro")
PRESIDENT)

_____)
Feb. 18, 2011)
Date Signed

_____)
"Leanne Toderian")
SECRETARY-TREASURER)

_____)
Feb. 18, 2011)
Date Signed

SCHEDULE "A"
(up to date as of 2010 April 20)

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>	<u>Standard Daily/ Weekly Hours</u>
071		Accountant I	24	7/35
2176		Accounting Clerk	15	7/35
297		Activities Coordinator	16	7/35
1414		Activity Leader	14	7/35
2295		Administrative Coordinator	19	7/35
2030		Cashier	11	7/35
162		Cashier Clerk Typist	13	7/35
2214		Cook – Child Care	12	7/35
2182		Child Care Supervisor	18	7/35
2181		Children's Activity Leader (Child Care)	14	7/35
2185		Children's Activity Leader – Relief	12	7/35
003		Clerk-Typist II	13	7/35
005		Clerk Typist III	15	7/35
	*	Concession Manager	15	7/35
	*	Concession Worker	11	7/35
1420		Program Assistant I	9	7/35
1429		Program Assistant II	12	7/35
1430		Program Assistant III	16	7/35
1336		Recreation Programmer I	18	7/35
1431		Rink Attendant	11	7/35
2292		Volunteer Coordinator	18	7/35

Notes:

* No Class Specification.

(a) Includes 2 Pay Grades for added responsibility, when applicable.

The following class is paid on an hourly basis:

SCHEDULE "A" (cont'd)

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Key: A = 2007 January 01
 B = 2008 January 01
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 E = 2011 January 01

	<u>Effec. Date</u>	<u>Steps:</u> <u>1</u>	<u>2</u>	<u>3</u>
Child Minder	A	13.54	14.02	14.55
	B	13.95	14.44	14.99
	C	14.44	14.95	15.51
	D	15.02	15.55	16.13
	E	15.62	16.17	16.78

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

	<u>Full-Time Employees</u>	<u>Regular Part-Time & Auxiliary Employees</u>
OFA Level II	\$85 per month	55¢ per hour
effec. 2007 Oct. 10	\$125 per month	80¢ per hour
OFA Level III	\$100 per month	65¢ per hour
effect. 2007 Oct. 10	\$145 per month	95¢ per hour

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

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

PAY PLANSALARY RANGES FOR CLASSES OF POSITIONS COVERED BY AGREEMENTBETWEENBRITANNIA COMMUNITY SERVICES CENTRE SOCIETYANDCANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 15 - VMECWEffective 2007 January 01 - 2011 December 31

(Rates based on a 35-hour week)

Key: A = 2007 January 01
 B = 2008 January 01
 C = 2009 January 01
 D = 2010 January 01
 E = 2011 January 01

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps*:</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
9	A	15.16	15.77	16.39	17.02	17.73
	B	15.61	16.24	16.88	17.53	18.26
	C	16.16	16.81	17.47	18.14	18.90
	D	16.81	17.48	18.17	18.87	19.66
	E	17.48	18.18	18.90	19.62	20.45
10	A	15.77	16.39	17.02	17.73	18.42
	B	16.24	16.88	17.53	18.26	18.97
	C	16.81	17.47	18.14	18.90	19.63
	D	17.48	18.17	18.87	19.66	20.42
	E	18.18	18.90	19.62	20.45	21.24
11	A	16.39	17.02	17.73	18.42	19.15
	B	16.88	17.53	18.26	18.97	19.72
	C	17.47	18.14	18.90	19.63	20.41
	D	18.17	18.87	19.66	20.42	21.23
	E	18.90	19.62	20.45	21.24	22.08
12	A	17.02	17.73	18.42	19.15	19.95
	B	17.53	18.26	18.97	19.72	20.55
	C	18.14	18.90	19.63	20.41	21.27
	D	18.87	19.66	20.42	21.23	22.12
	E	19.62	20.45	21.24	22.08	23.00

SCHEDULE "A" (cont'd)

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Key: A = 2007 January 01
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 D = 2010 January 01
 E = 2011 January 01

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps*:</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
13	A	17.73	18.42	19.15	19.95	20.78
	B	18.26	18.97	19.72	20.55	21.40
	C	18.90	19.63	20.41	21.27	22.15
	D	19.66	20.42	21.23	22.12	23.04
	E	20.45	21.24	22.08	23.00	23.96
14	A	18.42	19.15	19.95	20.78	21.60
	B	18.97	19.72	20.55	21.40	22.25
	C	19.63	20.41	21.27	22.15	23.03
	D	20.42	21.23	22.12	23.04	23.95
	E	21.24	22.08	23.00	23.96	24.91
15	A	19.15	19.95	20.78	21.60	22.51
	B	19.72	20.55	21.40	22.25	23.19
	C	20.41	21.27	22.15	23.03	24.00
	D	21.23	22.12	23.04	23.95	24.96
	E	22.08	23.00	23.96	24.91	25.96
16	A	19.95	20.78	21.60	22.51	23.44
	B	20.55	21.40	22.25	23.19	24.14
	C	21.27	22.15	23.03	24.00	24.98
	D	22.12	23.04	23.95	24.96	25.98
	E	23.00	23.96	24.91	25.96	27.02
17	A	20.78	21.60	22.51	23.44	24.41
	B	21.40	22.25	23.19	24.14	25.14
	C	22.15	23.03	24.00	24.98	26.02
	D	23.04	23.95	24.96	25.98	27.06
	E	23.96	24.91	25.96	27.02	28.14
18	A	21.60	22.51	23.44	24.41	25.42
	B	22.25	23.19	24.14	25.14	26.18
	C	23.03	24.00	24.98	26.02	27.10
	D	23.95	24.96	25.98	27.06	28.18
	E	24.91	25.96	27.02	28.14	29.31

SCHEDULE "A" (cont'd)

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Key: A = 2007 January 01
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 D = 2010 January 01
 E = 2011 January 01

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps*:</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
19	A	22.51	23.44	24.41	25.42	26.48
	B	23.19	24.14	25.14	26.18	27.27
	C	24.00	24.98	26.02	27.10	28.22
	D	24.96	25.98	27.06	28.18	29.35
	E	25.96	27.02	28.14	29.31	30.52
20	A	23.44	24.41	25.42	26.48	27.59
	B	24.14	25.14	26.18	27.27	28.42
	C	24.98	26.02	27.10	28.22	29.41
	D	25.98	27.06	28.18	29.35	30.59
	E	27.02	28.14	29.31	30.52	31.81
21	A	24.41	25.42	26.48	27.59	28.74
	B	25.14	26.18	27.27	28.42	29.60
	C	26.02	27.10	28.22	29.41	30.64
	D	27.06	28.18	29.35	30.59	31.87
	E	28.14	29.31	30.52	31.81	33.14
22	A	25.42	26.48	27.59	28.74	29.94
	B	26.18	27.27	28.42	29.60	30.84
	C	27.10	28.22	29.41	30.64	31.92
	D	28.18	29.35	30.59	31.87	33.20
	E	29.31	30.52	31.81	33.14	34.53
23	A	26.48	27.59	28.74	29.94	31.23
	B	27.27	28.42	29.60	30.84	32.17
	C	28.22	29.41	30.64	31.92	33.30
	D	29.35	30.59	31.87	33.20	34.63
	E	30.52	31.81	33.14	34.53	36.02
24	A	27.59	28.74	29.94	31.23	32.57
	B	28.42	29.60	30.84	32.17	33.55
	C	29.41	30.64	31.92	33.30	34.72
	D	30.59	31.87	33.20	34.63	36.11
	E	31.81	33.14	34.53	36.02	37.55

SCHEDULE "A" (cont'd)

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Key: A = 2007 January 01
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 E = 2011 January 01

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps*:</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
25	A	28.74	29.94	31.23	32.57	33.92
	B	29.60	30.84	32.17	33.55	34.94
	C	30.64	31.92	33.30	34.72	36.16
	D	31.87	33.20	34.63	36.11	37.61
	E	33.14	34.53	36.02	37.55	39.11
26	A	29.94	31.23	32.57	33.92	35.37
	B	30.84	32.17	33.55	34.94	36.43
	C	31.92	33.30	34.72	36.16	37.71
	D	33.20	34.63	36.11	37.61	39.22
	E	34.53	36.02	37.55	39.11	40.79
27	A	31.23	32.57	33.92	35.37	36.92
	B	32.17	33.55	34.94	36.43	38.03
	C	33.30	34.72	36.16	37.71	39.36
	D	34.63	36.11	37.61	39.22	40.93
	E	36.02	37.55	39.11	40.79	42.57
28	A	32.57	33.92	35.37	36.92	38.48
	B	33.55	34.94	36.43	38.03	39.63
	C	34.72	36.16	37.71	39.36	41.02
	D	36.11	37.61	39.22	40.93	42.66
	E	37.55	39.11	40.79	42.57	44.37
29	A	33.92	35.37	36.92	38.48	40.12
	B	34.94	36.43	38.03	39.63	41.32
	C	36.16	37.71	39.36	41.02	42.77
	D	37.61	39.22	40.93	42.66	44.48
	E	39.11	40.79	42.57	44.37	46.26
30	A	35.37	36.92	38.48	40.12	41.88
	B	36.43	38.03	39.63	41.32	43.14
	C	37.71	39.36	41.02	42.77	44.65
	D	39.22	40.93	42.66	44.48	46.44
	E	40.79	42.57	44.37	46.26	48.30

SCHEDULE "A" (cont'd)

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Key: A = 2007 January 01
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 D = 2010 January 01
 E = 2011 January 01

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps*:</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
31	A	36.92	38.48	40.12	41.88	43.66
	B	38.03	39.63	41.32	43.14	44.97
	C	39.36	41.02	42.77	44.65	46.54
	D	40.93	42.66	44.48	46.44	48.40
	E	42.57	44.37	46.26	48.30	50.34
32	A	38.48	40.12	41.88	43.66	45.56
	B	39.63	41.32	43.14	44.97	46.93
	C	41.02	42.77	44.65	46.54	48.57
	D	42.66	44.48	46.44	48.40	50.51
	E	44.37	46.26	48.30	50.34	52.53
33	A	40.12	41.88	43.66	45.56	47.52
	B	41.32	43.14	44.97	46.93	48.95
	C	42.77	44.65	46.54	48.57	50.66
	D	44.48	46.44	48.40	50.51	52.69
	E	46.26	48.30	50.34	52.53	54.80

* 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.

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.

SCHEDULE "B"

This is the Schedule "B" referred to in
Clause 22 of this Agreement

AUXILIARY AND TEMPORARY FULL-TIME EMPLOYEESTable of Contents:

Preamble

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

PREAMBLE

Part A and B of this Schedule apply to:

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

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

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

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

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

SCHEDULE "B" (cont'd)

Page 2

PART A - Applicable Clauses

1. DEFINITIONS
2. TERM OF THE AGREEMENT
3. RIGHTS OF MANAGEMENT
4. UNION SECURITY
5. REMUNERATION
 - 5.1 Salary Schedule
 - 5.2 Shift Differential
 - 5.3 Hiring Above First Step..... (Temporary Full-Time Employees only)
 - 5.4 Effective Date for Individual Adjustments
 - 5.5 Derivation of Biweekly and Monthly Rates
 - 5.6 Premium Pay for Fluency in a Second Language
6. PAY FOR ACTING SENIOR CAPACITY.....(Temporary Full-Time Employees only)
7. SPECIAL ALLOWANCES
8. OVERTIME, CALL OUT, STANDBY & MEAL PERIODS..... Part B
9. VACATIONS AND PUBLIC HOLIDAYS
 - 9.1 Vacation Part B
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10. EMPLOYEE BENEFITS
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 - 10.6 Sick Leave and Gratuity Plan Part B
 - 10.8 Compassionate Leave..... Part B
 - 10.9 Maternity and Parental Leave..... Part B
 - 10.11 Court Attendance and Jury Duty Part B
 - 10.12 Resignation and Re-employment Part B
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11. WORKING CONDITIONS
 - 11.1 Work Week..... Part B
 - 11.1.1 Daily Guarantee
 - 11.2 Posting Positions and Filling Vacancies (see also Schedule "E", item 2.1 – Appendix "A")
 - (a) Posting..... Part B
 - (b) Employee's Eligibility to Apply on an Equal Basis for Posted Position
 - (c)2 Temporary positions not posted Part B
 - (d) Procedures for Employees on Vacation or Authorized Leave
 - (e) Union Notification

SCHEDULE "B" (cont'd)

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- (f) Posting Information
- 11.3 Promotions, Transfers and Demotions
 - (c) Pay Rates Upon Promotion Part B
- 11.7 Changes Affecting the Agreement
- 11.8 Directives Interpreting the Agreement
- 11.9 Personnel Records
- 11.10 Procedure for Obtaining Membership Information
- 11.11 Employees with Disabilities
- 11.12 Reclassification of Positions and Classification of New Positions
- 11.13 Occupational Health and Safety
- 11.14 Security and Related Monitoring Equipment

- 12. SENIORITY Part D

- 13. LEAVE OF ABSENCE – OFFICIAL UNION REPRESENTATIVES

- 14. DISCIPLINE, SUSPENSION AND DISCHARGE

- 15. GRIEVANCE PROCEDURE
 - 15.1 Grievances
 - 15.2 Policy Grievances
 - 15.3 Suspension or Dismissal
 - 15.4 Variations

- 16. TECHNOLOGICAL CHANGE
- 17. AGREEMENT AS TO CONDITIONS NOT MENTIONED
- 18. EMPLOYMENT EQUITY
- 19. OCCUPATIONAL HEALTH PLAN.....(Temporary Full-Time Employees only)
- 20. HUMAN RIGHTS
- 21. HARASSMENT

SCHEDULE "A" (including Footnotes for Pay Plan Structure section, where applicable)

SCHEDULE "D" (as applicable)

SCHEDULE "E", item 2.1 – Appendix "A" (as applicable)

SCHEDULE "F" (as applicable)

SCHEDULE "G"

LETTER OF UNDERSTANDING - TELECOMMUTING.....(Temporary Full-Time Employees only)

PART B – Employees (Auxiliary or Temporary Full-Time) Who have Less than One (1) Year of Continuous Work in a Temporary Full-Time Capacity.

B. 8.1 Overtime

(1) Overtime for Employees Working Standard Hours

- (a) Overtime compensation shall be paid for all overtime worked at time and one-half (1.5x) the regular rate of pay for the first two (2) hours of overtime worked in excess of eight (8) hours in a day or forty (40) straight time hours in a week and double (2x) the regular rate of pay for all overtime in excess of the first two (2) hours.
- (b) When an employee has not worked forty (40) straight-time hours on five (5) days during the week, the employee may work on the sixth (6th) and/or seventh (7th) day of work in that week at straight-time pay until such time as the employee has worked forty (40) straight-time hours and thereafter overtime provisions shall apply.

(2) Overtime for Employees Working Compressed Work Week Hours

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

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

- (b) When an employee has not worked forty (40) straight-time hours during the week, the employee may work additional hours that week at straight-time pay until such time as the employee has worked forty (40) straight-time hours and thereafter overtime provisions shall apply.
- (3) Where an additional shift would create an overtime situation, an employee has a responsibility to obtain approval from the supervisor(s) involved before working extra shift(s).

SCHEDULE "B" (cont'd)

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B. 8.2 Callout

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

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

B. 8.3 Standby

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

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

B. 8.4 Meal Breaks

- (a) Employees who are required to work overtime while relieving in a Regular Full-Time position shall be eligible for one-half hour (1/2 hr) paid Meal Breaks at double (2X) the employee's regular rate of pay.
- (b) Employees who are required to work overtime on the sixth (6th) and seventh (7th) day of the week pursuant to Clause B. 8.1.b shall be eligible for a one-half hour (½ hr) paid meal break at the applicable overtime rate.

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

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

B. 9.3 Public Holidays

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

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

- (a) Employees (auxiliary or temporary full-time) who have less than one (1) year of continuous work in a Temporary Full-Time capacity.
- (1) From date of hire to the completion of 1200 hours of work in two (2) consecutive calendar years, employees shall be paid an amount equal to twelve percent (12%) of their regular earnings in lieu of all employee benefits, including group life, medical, extended health, dental, vacation, public holidays, sick leave, gratuity, compassionate leave, court attendance and jury duty.
 - (2) After completing 1200 hours of work in two (2) consecutive calendar years, employees shall be paid an amount equal to sixteen percent (16%) of their regular earnings in lieu of all employee benefits, including group life, medical, extended health, dental, vacation, public holidays, sick leave, gratuity, compassionate leave, court attendance and jury duty.
- (b) After completing one (1) year of continuous work in a temporary full-time capacity, employees shall be entitled to the provisions of Schedule "B", Part C.

B. 10.9 Maternity and Parental Leave

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

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

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

B. 10.13 Municipal Pension Plan

The Municipal Pension Plan shall apply as appropriate to Temporary and Auxiliary employees.

B. 11.1 Daily and Weekly Hours

Effective 2004 June 17, the standard daily and weekly hours for Auxiliary or Temporary Full-Time Employees shall, for purposes other than overtime (e.g.: increments, determining employee status, etc.), be deemed to be those found in Schedule "A" of the Collective Agreement. Overtime shall be in accordance with B. 8.1 (1) or (2) as applicable. Where an employee works a shift that is longer than five (5) consecutive hours, the Employer shall schedule an unpaid eating period during the shift so as to prevent the employee from working

more than five (5) consecutive hours without an unpaid eating period. This is not applicable where there is an agreement between the Employer and the Union for an employee(s) to work through their eating period.

B. 11.2 Posting Positions and Filling Vacancies

B. 11.2(a) Before filling any vacant 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 at work sites of the Employment Pool, Britannia Community Services Society, and Ray-Cam Co-operative Association.

B. 11.2(c)2 Positions not previously posted as in Clause 11.2(a) above and filled by temporary full-time employees will be examined at the end of six (6) months to determine if continuance is indicated, in which case the position will be posted in the usual way.

B. 11.3(c) Pay Rates upon Promotion

When an employee is promoted to a Regular Full-Time or a Regular Part-Time position they will receive the minimum of the new pay grade or one (1) step above their current rate if the new pay grade overlaps with the old.

Increments

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

For example:

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

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

PART C – Temporary Full-Time Capacity With One (1) Year of Continuous Work1. Contract clauses

Such employees will be covered by all clauses in the collective agreement except:

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

2. Daily and Weekly Hours

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

3. Maternity Supplementary Employment Insurance Benefits Plan (SEIB)

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

4. Change in Status

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

5. Re-employment

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

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

PART D – Seniority

- (a) Auxiliary and Temporary Full-Time Employees who acquire seniority pursuant to Clause 12 of the Collective Agreement shall be entitled to use their accumulated seniority for the purposes of distinguishing between equivalently qualified applicants to posted positions in accordance with Clause 11.3(a) of the Collective Agreement.
- (b) Auxiliary and Temporary Full-Time Employees who have acquired seniority and leave service for reasons other than termination for cause shall be reinstated on the Seniority List if they are re-employed within one (1) year from the date of leaving. An employee who is re-employed after a break of greater than one (1) year shall be considered a new employee.

PART E – Recognition of Past Service Upon Appointment to Regular Full-Time Position

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

SCHEDULE "C"

This is the Schedule "C" referred to in
Clause 22 of this Agreement

REGULAR PART-TIME EMPLOYEESPreamble

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

PART A - APPLICABLE CLAUSES AS PER THE AGREEMENT

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

SCHEDULE "C" (cont'd)

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- 10.6C Family Illness
- 10.8 Compassionate Leave 10(c) of Part B
- 10.9 Maternity and Parental Leave (including SEIB) (see also 10(c) of Part B)
- 10.10 General Leave of Absence
- 10.11 Court Attendance and Jury Duty 10(c) of Part B
- 10.12 Resignation and Re-employment
- 10.13 Municipal Pension Plan
- 10.14 Group RRSP

11. WORKING CONDITIONS

- 11.1 Work Week..... Part B
- 11.1.1 Daily Guarantee

11.2 Posting Positions and Filling Vacancies

- (a) Posting
- (b) Employee's Eligibility to Apply on an Equal Basis for Posted Positions
- (c) Temporary Positions
- (d) Procedures for Employees on Vacation or Authorized Leave
- (e) Union Notification
- (f) Posting Information

11.3 Promotions, Transfers and Demotions

- (a) Criteria for Selection
- (b) Trial Period
- (c) Pay Rates Upon Promotion

- 11.4 Probationary Period
- 11.5 Layoff and Bumping Part B
- 11.6 Recall Part B
- 11.7 Changes Affecting the Agreement
- 11.8 Directives Interpreting the Agreement
- 11.9 Personnel Records
- 11.10 Procedure for Obtaining Membership Information
- 11.11 Employees with Disabilities
- 11.12 Reclassification of Positions and Classification of New Positions
- 11.13 Occupational Health and Safety
- 11.14 Security and Related Monitoring Equipment

12. SENIORITY13. ABSENCE FROM DUTY OF UNION OFFICIALS14. DISCIPLINE, SUSPENSION AND DISCHARGE15. GRIEVANCE PROCEDURE

- 15.1 Grievances
- 15.2 Policy Grievances
- 15.3 Suspension or Dismissal

SCHEDULE "C" (cont'd)

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- 15.4 Variations
- 16. TECHNOLOGICAL CHANGE
- 17. EMPLOYMENT EQUITY
- 18. AGREEMENT AS TO CONDITIONS NOT MENTIONED
- 19. OCCUPATIONAL HEALTH PLAN
- 20. HUMAN RIGHTS
- 21. HARASSMENT

SCHEDULE "A" (including Footnotes for Pay Plan Structure section, where applicable)

SCHEDULE "E", item 2.1 – Appendix "A" – Posting of Vacancies and Seniority

SCHEDULE "F" – Employment Standards Act Principles

SCHEDULE "G" – Employment Equity

LETTER OF UNDERSTANDING - TELECOMMUTING

PART B – APPLICABLE CLAUSES AS PER THIS SCHEDULE

B. 8. OVERTIME, CALLOUT, STANDBY & MEAL BREAKS

B. 8.1 Overtime

(1) Overtime for Employees Working Standard Hours

- (a) Overtime compensation shall be paid for all overtime worked at time and one-half (1.5X) the regular rate of pay for the first two (2) hours of overtime worked in excess of eight (8) hours in a day or forty (40) straight-time hours in a week and double (2X) the regular rate of pay for all overtime in excess of the first two (2) hours.
- (b) When an employee has not worked forty (40) straight-time hours on five (5) days during the week, the employee may work on the sixth (6th) and/or seventh (7th) day of work in that week at straight-time pay until such time as the employee has worked forty (40) straight-time hours and thereafter overtime provisions shall apply.

- (2) Overtime for Employees Working in Areas with Compressed Work Week Hours
- (a) Where a Regular Part-Time Employee is replacing an employee or is required to work compressed work week hours, overtime compensation shall be paid for all hours worked in excess of:
- (1) the greater of eight (8) hours in a day or the daily hours for the compressed work week; or
 - (2) the greater of forty (40) straight-time hours in a week or the straight-time hours the compressed work week schedule would have included in that week.
- Overtime shall be paid on the basis of time and one-half (1.5X) the regular rate of pay for the first two (2) hours of overtime and double (2X) the regular rate of pay for all overtime in excess of the first two (2) hours.
- (b) When an employee has not worked forty (40) straight-time hours during the week, the employee may work additional hours that week at straight-time pay until such time as the employee has worked forty (40) straight-time hours and thereafter overtime provisions shall apply.
- (3) Where an additional shift would create an overtime situation, an employee has a responsibility to obtain approval from the supervisor(s) involved before working extra shift(s).

B. 8.4 Meal Breaks

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

B. 10. EMPLOYEE BENEFITS

Benefits – Regular Part-Time Employees or Pay in Lieu

- (a) A Regular Part-Time Employee shall receive the following benefits:
- (1) a payment of ten percent (10%) of regular earnings in lieu of vacation and public holiday pay (a Regular Part-Time Employee may, upon request, be granted leave of absence without pay for vacation purposes with scheduling subject to operational requirements);

- (2) Medical, Extended Health, Group Life and Dental on the same basis as full-time employees except the eligibility periods shall be calendar months; the Employer shall pay their contractual portion of the premiums for Extended Health, Group Life, and Dental, and the employee shall pay 100% of the premium for Medical;
 - (3) Sick leave and gratuity plan coverage on a prorated basis (including a proration of the maximum sick leave and gratuity accumulation), calculated on the same proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Regular Part-Time Employees shall qualify after completion of six (6) calendar months' service based on the Regular Part-Time Employee's schedule of hours;
 - (4) 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 reduced such that the employee no longer qualifies as a Regular Part-Time Employee, the benefit coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid either twelve percent (12%) or sixteen percent (16%) in lieu of all benefits and paid leaves depending on whether or not they have worked 1200 hours in two (2) consecutive calendar years.
 - (c) Regular Part-Time Employees shall also be entitled, on a prorated basis, to the same Bereavement Leave and Court/Jury Duty Leave and, on a full basis, to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Regular Part-Time Employee shall not be paid the ten percent (10%) in lieu of benefits when on unpaid leave of absence.
 - (d) No other benefits shall be provided to Regular Part-Time Employees unless expressly stated in this Clause.
- B. 10.6A(1)(i) Sick Leave Advance (Employees shall be eligible for an advance of prorated sick leave days on the same basis as Regular Full-Time Employees, i.e. on June 30 and December 31)

B. 11.1 Daily and Weekly Hours

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

SCHEDULE "C" (cont'd)

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

B. 11.5 Layoffs and BumpingB. 11.6 Recall

Letter of Understanding on Layoff and Recall

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

Schedule "A" - Increments

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

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

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

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

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

SCHEDULE "D"

This is the Schedule "D" referred to in
Clauses 9.2 and 22 of this Agreement

SUPPLEMENTARY VACATIONS: EXPLANATION OF THE TABLE

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

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

Example:

An employee hired in 1997 is in their eleventh (11th) calendar year during 2007. The employee in 2007 will be credited with five (5) supplementary working days which may be taken at any time between 2007 and 2011, both years included. In 2012 the employee will be credited with a further five (5) supplementary working days, etc.

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

TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION ENTITLEMENT IN WORKING DAYS FOR THE YEARS 2007 TO 2016 BY YEAR HIRED

Year Hired	ENTITLEMENT YEAR									
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
2015	--	--	--	--	--	--	--	--	--	15/-
2014	--	--	--	--	--	--	--	--	15/-	15/-
2013	--	--	--	--	--	--	--	15/-	15/-	15/-
2012	--	--	--	--	--	--	15/-	15/-	15/-	15/-
2011	--	--	--	--	--	15/-	15/-	15/-	15/-	15/-
2010	--	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-
2009	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-
2008	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-
2007	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-
2006	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5
2005	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-
2004	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-
2003	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-
2002	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-
2001	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5
2000	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-
1999	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-
1998	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-
1997	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-
1996	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5
1995	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-
1994	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-
1993	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-
1992	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-
1991	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5
1990	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-
1989	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-
1988	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-
1987	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1986	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1985	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1984	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1983	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1982	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1981	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1980	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1979	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1978	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1977	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-

SCHEDULE "E"

This is Schedule "E" referred to in
Clause 22 of this Agreement

MATTERS ARISING FROM COLLECTIVE BARGAINING

1. 1977 Negotiations

The following items of the Memorandum of Agreement dated 4 June 1977, entered into between the bargaining representatives for the City of Vancouver et al and the bargaining representatives for the Union which was used in the preparation of this Agreement:

1.1 Compressed Work Week

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

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

1.2 Job Training

Both parties agree to the principle of job training programs. The details and implementation of employee training programs designed to improve employee effectiveness shall be a topic of local discussions.

APPENDIX "1"

This is the Appendix referred
to in Item 1.1 of Schedule "E"

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

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

1. Basic annual working hours shall be calculated as $260.89 \times$ daily working hours as per the 5-day week; e.g. $260.89 \times 7 = 1826\frac{1}{4}$, or $260.89 \times 7.5 = 1956.675$.
2. Basic annual public holiday hours shall be calculated as $11 \times$ 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. $52.178 \text{ weeks} \times 5 \text{ days} \times 20 \text{ minutes} (=86.96 \text{ hours})$ in the case of the standard 5-day week; $52.178 \times 4 \times 20 \text{ minutes} (=69.57 \text{ hours})$ in the case of the 4-day week; and $52.178 \times 4.5 \times 20 \text{ minutes} (=78.27 \text{ hours})$ in the case of the 9-day fortnight.
4. Employees shall have at least two of their days off in any week consecutive, and such days off shall for purposes of Overtime pay be deemed to be the "first scheduled rest day" and the "second scheduled rest day". Pay for any work on the third day off in any week shall be in accordance with normal daily overtime rates.
5. For the purposes of Overtime pay on scheduled working days, normal daily working hours and the normal work week shall be considered to be those lengths of time established by the parties pursuant to paragraph 8 herein.
6. Annual Vacation entitlement and all credits for Deferred Vacation, Supplementary Vacation, Sick Leave benefits and Gratuity benefits shall be converted from working days to working hours by multiplying the number of days to an employee's credit by the daily working hours as per the previous 5-day week. All deductions or debits shall be made on the basis that each working day of absence shall be measured as the length of time established by the parties pursuant to paragraph 8 herein.
7. Notwithstanding any clause in a Collective Agreement to the contrary, an employee shall not receive pay for acting senior capacity where 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.

APPENDIX "1" TO ITEM 1.1 (cont'd)

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 five (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 "1"), the doubt shall be resolved by reference to the basic principle agreed upon by all parties to this Memorandum, i.e., there shall be no additional salary or benefit cost to the Employer, and no reduction in the salaries or benefits received by the employees.
10. In the event any Employer and its respective Union wish to amend or continue an existing experimental compressed work week, or wish to introduce a compressed work week, they will be required to obtain the approval of the Joint Language Sub-Committee with respect to their proposed formula for converting employee fringe benefits.

2. 1979 Negotiations

The following item is from the Memorandum of Agreement dated December 12, 1979 entered into between the bargaining representatives for the Britannia Community Services Centre Society and the bargaining representatives for the Union:

- 2.1 The issues of posting of vacancies and seniority shall be resolved in accordance with the procedures outlined in Appendix "A" attached hereto.

APPENDIX "A"

This is Appendix "A" referred to in item 2.1 of Schedule "E"

BRITANNIA COMMUNITY SERVICES CENTRE

- | | |
|--|---|
| <p>A. <u>Britannia Contract--Recruiting Process</u></p> <p>1. <u>Job Posting</u></p> <p>Britannia positions posted in City, Parks, and Ray-Cam.</p> <p>2. <u>Applicants</u></p> <ul style="list-style-type: none"> - City, Parks, and Ray-Cam Regular Full-Time, Temporary Full-Time, and Regular Part-Time Employees with six (6) months' continuous service, and Auxiliary Employees with 913 hours in two (2) consecutive calendar years, and Britannia Full-Time, Temporary Full-Time, Part-Time and Auxiliary Employees are considered together. <p>3. <u>Screening</u></p> <ul style="list-style-type: none"> - Screening initially on the basis of how well candidates can meet qualifications covered in City class specifications and Britannia position description. <p>4. <u>Job Advertising</u></p> <ul style="list-style-type: none"> - If no qualified candidates, then job advertised and competition opened to outside candidates. <p>5. <u>Selection</u></p> <ul style="list-style-type: none"> - Selection initially to be based on merit. | <p>B. <u>Reciprocal Rights--Other Contracts</u></p> <p>1. <u>Job Posting</u></p> <p>City, Parks and Ray-Cam postings posted in Britannia.</p> <p>2. <u>Applicants</u></p> <ul style="list-style-type: none"> - Britannia Employees who are Regular Full-Time, Temporary Full-Time and Regular Part-Time Employees with six (6) months of continuous service and Auxiliary Employees with 913 hours in two (2) consecutive calendar years are considered together with eligible Parks, City and Ray-Cam Full-Time applicants. <p>3. <u>Screening</u></p> <ul style="list-style-type: none"> - Eligible Britannia Employees subject to City Hall screening and testing procedures. <p>4. <u>Job Advertising</u></p> <ul style="list-style-type: none"> - If no qualified candidates, then job advertised and competition opened to outside candidates. <p>5. <u>Selection</u></p> <ul style="list-style-type: none"> - Selection based on City of Vancouver procedures. |
|--|---|

APPENDIX "A" TO ITEM 2.1 (cont'd)A. Britannia Contract--Recruiting Process

- All other things equal, selection to be based on length of service with Britannia.
- Parks, City and Ray-Cam employees' length of service does not count as per 10.2(d) Parks Agreement (79-80).
- Part-Time and Auxiliary Employees of Britannia to have their actual accumulated service considered in the competition.
- Selection to be subject to the Grievance Procedure.

6. Change of Jurisdiction

Effective 2007 October 10, all employees who are successful in any competition shall receive full credit for their length of service within the City of Vancouver, Park Board, Britannia Community Services Society, and Ray-Cam Cooperative Association for purposes of determining seniority, salary, step placement, annual vacation entitlement, sick leave benefits, and other benefits affected by length of service.

7. Pay Grade 26 and Above Vacancies

Effective 2007 October 10, when filling vacancies for positions at Pay Grade 26 and above, the process in paragraphs 2, 3, 4 and 5 above shall not apply. In filling those vacancies, eligible Britannia employees under paragraph 2 above, eligible employees referred to in Clause 11.2(b) of the Collective Agreement, and those considered external applicants shall be considered at the same time, on the basis of qualifications, experience, and personal suitability for the position.

B. Reciprocal Rights--Other Contracts

- Britannia Full-Time Employees' length of service does not count as per 10.2(d) Parks Agreement (79-80).
- Britannia Regular Part-Time Employees with less than six (6) months' continuous service and Auxiliary staff who have fewer than 913 hours in two (2) consecutive calendar years have no status in competitions for positions in other than Britannia.

6. Change of Jurisdiction

Effective 2007 October 10, all employees who are successful in any competition shall receive full credit for their length of service within the City of Vancouver, Park Board, Britannia Community Services Society, and Ray-Cam Cooperative Association for purposes of determining seniority, salary, step placement, annual vacation entitlement, sick leave benefits, and other benefits affected by length of service.

7. Pay Grade 26 and Above Vacancies

Effective 2007 October 10, when filling vacancies for positions at Pay Grade 26 and above, the process in paragraphs 2, 3, 4 and 5 above shall not apply. In filling those vacancies, eligible Britannia employees under paragraph 2 above, eligible employees referred to in Clause 11.2(b) of the Collective Agreement, and those considered external applicants shall be considered at the same time, on the basis of qualifications, experience, and personal suitability for the position.

3 1986-1987 Negotiations3.1 Group Life Plan

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

4. 1994-1996 Negotiations4.1 Parking (amended in 2003-06 negotiations)

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

SCHEDULE "F"

This is Schedule "F" referred to in
Clause 22 of this Agreement

EMPLOYMENT STANDARDS ACT PRINCIPLES

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

- (1) That, except where a provision in the Agreement or a currently accepted practice specifically contemplates otherwise, (for example, the Overtime, Callout and non-standard work week provisions) employees shall have not less than eight (8) consecutive hours free from work between each shift worked and not less than thirty-two (32) consecutive hours free from work between each week. Where an employee is required to work within the eight (8) or thirty-two (32) hour free period, the time worked during the work free period shall be subject to the appropriate overtime provisions.
- (2) That, where an employee works a split shift, the shift shall be completed within twelve (12) hours of commencing such shift.

SCHEDULE "G"

This is Schedule "G" referred to in
Clause 22 of this Agreement

EMPLOYMENT EQUITY

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

SCHEDULE "H"

This is Schedule "H" referred to in
Clause 22 of this Agreement

VACATION SCHEDULING AND OVERTIME CONFLICTS

(1) Vacation Scheduling

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

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

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

(2) Overtime Conflicts

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

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

LETTER OF UNDERSTANDING

This is the Letter of Understanding
referred to in Clause 22 of this Agreement

HOURS OF WORK

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

A. Informal adjustment of hours by mutual consent

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

B. Formal change to hours of work

1. The Employer shall provide the Union with no less than thirty (30) calendar days' written notice of the intended change, the names of the position(s) and incumbent(s) impacted, the reason(s) for the change and duration, and provide an opportunity to meet within the thirty (30) days of the Union receiving the written notification in order to discuss the proposed change(s).
2. The Union shall provide a written response within thirty (30) calendar days of the meeting which shall include primary reasons for withholding their consent.
3. The Union shall not unreasonably withhold consent to the altered hours of work proposal.
4. Where there is no mutual agreement, the matter may be referred within twenty (20) calendar days of receiving the Union's response to an Hours of Work Umpire who shall convene a hearing for a final and binding decision at any time, but no later than twenty (20) calendar days from the date the Employer referred the matter to the Umpire. No change to the hours of work shall be implemented until such time as the Umpire has reached a decision and notified both parties in writing. It shall be the Employer's responsibility for establishing the rationale for the change in hours of work.
5. The cost of the Umpire shall be borne by the Employer. Where it is necessary to pay for accommodation, the cost shall be borne equally by the Employer and the Union.

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

David McPhillips	Colin Taylor	Judi Korbin
Ken Albertini	Barbara Bluman	Stephen Kelleher
9. Employees who are affected by an hours of work change under this Letter of Understanding shall be offered the amended work shifts on the basis of seniority (high to low) provided they are qualified to perform the work. In the event there are insufficient employees who agree to accept the work shifts, the Employer shall assign the work in reverse order of seniority (low to high) to employees qualified to perform the work.
10. The parties agree that the Shift Premium provision applies outside the normal hours as referenced under the Shift Premium provision for any of the seven (7) days of the week.
11. The process established in "B" of this Letter shall be used to revert to the hours of work previously in effect or to make further adjustments to the hours.
12. The Employer and the Union agree that procedures under this Letter of Understanding do not relate to a "difference" within the meaning of Section 104(1) of the Labour Relations Code.

LETTER OF UNDERSTANDING - HOURS OF WORK (cont'd)

DATED this 16th day of November, 1995.

SIGNED ON BEHALF OF THE
EMPLOYER:

"John Grant"

"Marilyn Clark"

"Malcolm Graham"

"Tom Timm"

SIGNED ON BEHALF OF THE UNION:

"Jim Gorman"

"J. Lynne"

"Brenda Coombs"

"Wolfram Tilgner"

"Paul Griffin"

LETTER OF UNDERSTANDING

This is the Letter of Understanding
referred to in Clause 22 of this Agreement

LAYOFF AND RECALL

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

1. Definition

“Service Group” means:

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

2. Notice

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

3. Process

- (a) If there is a vacant position at the employees current pay grade in the employee's Service Group or Employer-wide for which the Employer deems the employee qualified, the Employer may, at its discretion, place the employee in that position, without posting. If the employee does not wish to be so placed, they may elect to be placed on the recall list or request a buyout of their recall rights.
- (b) If the employee is not placed in accordance with (a), then within ten (10) working days of receipt of notice, the employee shall elect to bump, to be placed on the recall list or request a buyout of their recall rights. An employee who elects to bump may:

- (1) elect to be placed in a vacant position of the same class Employer-wide; or
- (2) bump the least senior employee in their classification in their Service Group or Employer-wide; or
- (3) bump the least senior employee in any classification in their Service Group or Employer-wide at their current pay grade; or
- (4) bump the least senior employee in a lower pay grade in their Service Group or Employer-wide; or
- (5) elect to be placed in a vacant position at a lower pay grade Employer-wide.

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

- (c) An employee who has not been placed in accordance with (a) and who has exhausted their bumping rights under (b), or who elects not to exercise those rights, shall be placed on the Recall List.
- (d) In all cases, where an employee is placed or bumps into another position, the employee must be qualified in the opinion of the employer to perform the work of the new position.
- (e) An assessment period of three (3) months will apply to employees in new positions to confirm their ability to perform the job. If the Employer can demonstrate that the employee has not been successful in the assessment period, it will again provide to the employee access to the process described above.
- (f) An employee has the right to have a Union Representative attend meetings with them to discuss layoff and bumping.

4. Recall

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

considered a recall. An employee who accepts such temporary and/or auxiliary work shall not receive a further layoff notice at the conclusion of such work. Employees who decline such work will not be considered to have refused a recall.

5. Buyout of Recall Rights

Regular Full-Time Employees who are entitled to recall may request a buyout of their recall rights based on a payment equivalent to two (2) weeks, plus one (1) additional week for each additional completed year of service to a maximum payment of eighteen (18) weeks.

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

It is agreed that this Letter of Understanding will continue in full force and effect until either party serves thirty (30) days' notice of cancellation. Such notice may only be served during a period of negotiation for a renewed Collective Agreement.

LETTER OF UNDERSTANDING - LAYOFF AND RECALL (cont'd)

Signed on the 27th day of July, 1997.

ON BEHALF OF THE EMPLOYER:

"Shirley Chan"

"John Grant"

"Solange Belleforte"

"Tom Timm"

"Malcolm Graham"

ON BEHALF OF THE UNION:

"Jim Gorman"

"David Augustie"

"Brenda Coombs"

"Paul Griffin"

"Rick Gates"

"Diane Hiltz"

"Donalda Viaud"

"Patrick Newton"

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

LETTER OF UNDERSTANDING

JOB SHARING

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

1. General

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

2. Procedure

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

3. Duration

- (a) Each Job Sharing arrangement shall be for a maximum period of one (1) year unless extended by mutual agreement between the Employer and the Union.

- (b) A Job Sharing arrangement may be terminated earlier than expected by either of the employees or by the Employer provided thirty (30) calendar days' written notice has been served to the other parties, unless otherwise provided for in the letter referred to in paragraph 2(c). Other employees temporarily appointed to fill positions vacated as a direct result of job sharing shall be advised at the time of their temporary appointment that their term in the position could be cut short as a result of an early cancellation.
- (c) Upon the expiry or termination of the Job Sharing arrangement, the Regular Full-Time Employee shall revert to working in their position on a full-time basis under the terms and conditions applicable to Regular Full-Time Employees unless some other Job Sharing arrangement has been agreed upon.

4. Employee Status and Working Conditions

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

(1) Vacation Entitlement

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

(2) Supplementary Vacation

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

(3) Public Holidays

(a) Where an employee's normal hours of work are based on a five (5) day week, the employee shall take public holidays as they occur. The employee's public holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.

(b) Where the employee has not received sufficient public holiday hours as part of their work schedule or been credited with sufficient hours as a result of the proration or made alternate arrangements to the satisfaction of the department to use public holiday hours to which they were entitled as a result of the proration, the employee's public holiday account shall be credited with the appropriate number of hours at year end.

(c) Where the employee has received an overage on the number of paid hours, the employee may be scheduled to work without pay to make up the equivalent number of overpaid hours. Where the Employer is not able to schedule work for the employee, arrangements shall be made to deduct the overage either from the employee's compensating time off account or from the employee's normal pay and such deduction is to be done at year end or at the expiry of the Job Sharing arrangement, whichever is the earlier.

(d) Shared positions based on the compressed work week of 4 days shall receive prorated public holiday pay as part of their pay cheque and therefore no adjustment is required.

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

The Employer shall pay a prorated share of the premiums for the above-noted benefits based on the proportion of the employee's new scheduled hours compared to the full-time hours of the position being shared and the premiums normally paid by the Employer for a full-time employee. The employee shall pay the balance in order to maintain full coverage.

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

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

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

(6) VESP

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

(7) Superannuation

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

(8) Increments

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

5. Auxiliary and Regular Part-Time Employees

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

6. Termination

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

SIGNED this 13th day of April, 1989.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

“Mike Zora”

“Ron Richings”

LETTER OF UNDERSTANDING

This is the Letter of Understanding referred
to in Clause 22 of this Agreement

TELECOMMUTING

The Employer and the Union agree that where a Regular Full-Time, Temporary Full-Time or Regular Part-Time Employee wishes to telecommute, such arrangement may be mutually agreed upon subject to the following terms and conditions PROVIDED HOWEVER that nothing in this Letter of Understanding ("LOU") shall be construed as altering the existing rights and/or obligations of either party under the Collective Agreement except as specifically provided herein.

1. General

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

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

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

The terms and conditions of the Britannia Community Services Society and CUPE Local 15 Collective Agreement will be in full force and effect on those days where the employee is telecommuting.

2. Procedure

- (a) An employee shall apply in writing to the Manager of Administrative Services indicating the reason for the request, the length of the proposed arrangement and the hours and days of the week the employee wishes to telecommute. A copy of this request shall be forwarded to the General Manager of Human Resources and the Union.
- (b) Where an employee's request is approved by the Manager of Administrative Services and the Union and results in an acceptable telecommuting arrangement, the Manager of Administrative Services shall provide the employee with a letter covering the terms and conditions of the telecommuting arrangement signed by the Employer and Union.

- (c) Where an employee's request is denied, the Union may request a meeting with the Manager of Administrative Services to discuss the matter, provided however that it is understood that the Employer's refusal to approve a requested telecommuting arrangement shall not be grievable. This shall not, however, limit the Union's general ability to grieve matters related to discrimination as per Clauses 4 and 20 of the Collective Agreement.

3. Hours

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

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

4. Provision of Equipment, Technology and Supplies

- (a) The Employer shall provide:

- (i) the necessary computer software; and
- (ii) regular office stationery, materials and supplies required by the employee,

both of which shall remain the property of the Employer.

- (b) The employee shall provide:

- (i) necessary computer equipment and peripheral devices to specifications approved by the Employer, including upgrades which may be required from time to time;
- (ii) a high speed internet connection;
- (iii) office furniture;
- (iv) one telephone line available at all times during working hours for business use;
- (v) all additional utility expenses.

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

5. Safety and Ergonomics

- (a) The Employer and a Union Staff Representative shall jointly inspect the Remote Location at a time that is mutually agreeable to all parties. The inspection will be conducted in order to confirm that the Remote Location is appropriate and that it meets with WCB requirements. It is agreed that the Remote Location must be deemed satisfactory in writing by both the Employer and the Union before the employee may perform his or her duties from the Remote Location. If substantial changes are made to the Remote Location, the employee shall notify the Employer and the Employer and the Union Staff Representative may schedule another inspection to determine ongoing appropriateness of the Remote Location and to require changes to the Remote Location if the telecommuting arrangement is to continue.
- (b) WorkSafeBC matters in the telecommuting situation shall be treated similarly to injuries occurring at the regular workplace.

6. Productivity

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

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

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

7. Dependent Care

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

8. Security and Confidentiality

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

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

9. Term of Telecommuting Arrangement

It is understood that the employee's telecommuting shall be considered to be a temporary work arrangement for a period as set forth in the letter referred to in paragraph 2(b), above, with the possibility of an extension.

Either party may terminate the telecommuting arrangement by providing 10 days' written notice.

10. Term of Letter of Understanding

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

This Letter of Understanding is effective from 2007 October 10.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

Date Signed

Date Signed

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