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1991 - 1993

COLLECTIVE AGREEMENT

between

THE CITY OF VANCOUVER

and

THE VANCOUVER MUNICIPAL AND REGIONAL EMPLOYEES' UNION

MAR 01 1993

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TABLE OF CONTENTS

<u>CLAUSE</u>	<u>PAGE</u>
1. <u>DEFINITIONS</u>	2
2. <u>TERM OF THE AGREEMENT</u>	3
3. <u>UNION SECURITY</u>	3
4. <u>RIGHTS OF MANAGEMENT</u>	3
5. <u>REMUNERATION</u>	4
5.1 Salary Schedule	4
5.2 Shift Differential	4
5.3 Hiring Above First Step in <i>the</i> Salary Range	5
5.4 Effective Date for Individual Adjustments	5
5.5 Derivation of Bi-weekly Rates for Salaried Employees	5
5.6 Wages and Benefits of Regular Part-Time Employees and Auxiliary Employees	5
5.7 Premium Pay for Fluency in a Second Language	6
6. <u>PAY FOR ACTING SENIOR CAPACITY</u>	6
7. <u>SPECIAL ALLOWANCES</u>	6
8. <u>OVERTIME, CALL-OUT, STAND-BY, MEAL PERIODS AND MEAL</u> <u>ALLOWANCES</u>	6
8.1 Overtime	6
8.2 Callout	8
8.3 Standby	8
8.4 Meal Periods	9
8.5 Meal Allowances	10
9. <u>VACATIONS AND PUBLIC HOLIDAYS</u>	11
9.1 Vacations	11
9.2 Supplementary Vacation	12
9.3 Public Holidays	13
9.4 Leave of Absence in Lieu of Service Pay	15
10. <u>EMPLOYEE BENEFITS</u>	16
10.1 Benefit Administration	16
10.2 Medical Coverage	16

TABLE OF CONTENTS (cont'd)

<u>CLAUSE</u>	<u>PAGE</u>
10.3 Group Life Insurance	16
10.4 Dental Services Plan	17
10.5 Same Sex Benefit Coverage	17
10.6 Sick Leave and Gratuity Plan	17
10.7 Vancouver Employees' Savings Plan	22
10.8 Compassionate Leave	22
10.9 Maternity and Parental Leave	23
10.10 General Leave of Absence	25
10.11 Court Attendance and Jury Duty	27
10.12 Credit Unions - Payroll Deductions	27
10.13 Resignation and Re-employment	28
10.14 Pension (Municipal) Act	28
11. <u>WORKING CONDITIONS</u>	29
11.1 <u>Work week</u>	29
11.1.1 <u>Daily Guarantee</u>	29
11.2 Posting Positions and Filling Vacancies	30
11.3 Promotions, Transfers and Demotions	32
11.4 Probationary Period	33
11.5 Lay-offs and <u>Bumping</u>	34
11.6 <u>Recall</u>	36
11.7 <u>Changes</u> Affecting the Agreement	37
11.8 Directives Interpreting the Agreement	37
11.9 Personnel Records	37
11.10 Procedure for Obtaining Membership Information	37
11.11 Handicapped Workers	38
11.12 Reclassification of Positions and Classification of New Positions	38
11.13 Occupational Health and Safety	40
12. <u>ABSENCE FROM DUTY OF UNION OFFICIALS</u>	40
13. <u>GRIEVANCE PROCEDURE</u>	41
13.1 Grievances	41
13.2 General Application Dispute	43
13.3 Arbitration	43
13.4 Dismissal and Suspension	43
14. <u>TECHNOLOGICAL CHANGE</u>	44
15. <u>EMPLOYMENT EQUITY</u>	45
16. <u>AGREEMENT AS TO CONDITIONS NOT MENTIONED</u>	45
17. <u>OCCUPATIONAL HEALTH PLAN</u>	46
18. <u>SEXUAL HARASSMENT</u>	46
19. <u>SCHEDULES</u>	46

TABLE OF CONTENTS (cont'd)

	<u>PAGE</u>
<u>SCHEDULES</u>	
<u>SCHEDULE "A"</u>	
Class Titles (Alphabetical)	48
Class Titles (Alphabetical by Pay Grade)	59
Footnotes for VMREU Pay Plan Structure 1991-1993	70
Pay Plan - Monthly - 35-Hour Week	73
Pay Plan - Bi-weekly - 35-Hour Week	77
Pay Plan - Hourly - 35-Hour Week	81
<u>SCHEDULE "B"</u>	
Regular Part-Time and Auxiliary Employees	85
Part A	85
Part B	86
1. Overtime	86
2. Meal Period and Meal Allowance	86
3. Benefits and Payment in Lieu of Benefits	87
4. Public Holidays	88
5. Normal Daily and weekly Hours	89
6. Pay Increments	89
7. Resignation, Re-employment, Lay-off	89
8. Computation of Hourly Rates	89
9. Leave for Vacation	90
Part C	90
1. Overtime	90
2. Meal Period and Meal Allowance	90
3. Employee Benefits	91
4. Pay Increment	92
5. Public Holidays	92
6. Computation of Hourly Rates	92
Appendix 1 - Hourly Rates for Civic Theatre Classes of Positions	94
<u>SCHEDULE "C"</u>	
Supplementary Vacations	95
<u>SCHEDULE "D"</u>	
Part I. 1977 Negotiations	97
Appendix "C"	99
Part II, 1979 Negotiations	101
Part III, 1981 Local Negotiations	101
Part IV, 1983-1985 Negotiations	102
Part V, 1986-1987 Negotiations	103
Part VI. 1988-1990 Negotiations	105
Part VII, 1991-1993 Negotiations	106
<u>SCHEDULE "E"</u>	
Employment Standards Act Principles	108
<u>SCHEDULE "F"</u>	
Employees Receiving Paid Leave in Lieu of Service Pay	109
<u>SCHEDULE "G"</u>	
Employment Equity	110

TABLE OF CONTENTS (cont'd)

	<u>PAGE</u>
<u>SCHEDULE "H"</u> Job Evaluation	111

THIS AGREEMENT made and entered into as of 1 January, 1991,

BETWEEN:

CITY OF VANCOUVER
(hereinafter called "the Employer")

OF THE FIRST PART

AND:

VANCOUVER MUNICIPAL AND REGIONAL EMPLOYEES' UNION
(hereinafter called "the Union")

OF THE SECOND PART

WHEREAS:

- A.** The Employer is an employer within the meaning of the Industrial Relations Act, being Chapter 212 of the Revised Statutes of British Columbia, 1987;
- 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 Industrial Relations Act 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, 400 Campbell Avenue, Vancouver, B.C. which the Labour Relations Board has decided pursuant to the provisions of Section 37 of the Industrial Relations Act 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,

1. DEFINITIONS

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

- (a) "Regular Full-Time Employee" means an employee who is employed on a full-time basis for 35, 37½, 40 or such other number of weekly hours as is recognized in this Agreement as normal for a particular class of positions, for an indefinite period of time,
- (b) "Temporary Full-Time Employee" means an employee who is employed on a full-time basis for 35, 37½, 40 or such other number of weekly hours as is recognized in this Agreement as normal for a particular class of positions, for a definite and limited period of time (which may be extended or curtailed by circumstances which could not be foreseen at the time of hiring).
- (c) "Regular Part-Time Employee": means an employee who is employed on a regular part-time schedule of weekly hours which are less than the number constituting full-time employment for a particular class of positions, for an indefinite period of time.
- (d) "Auxiliary Employee" means an employee other than an employee defined in Clause 1(a), 1(b) and 1(c).
- (e) "Employment Pool" means those employees of the City of Vancouver, the Board of Parks and Recreation of the City of Vancouver and the Vancouver Police Board for whom the Union is the Bargaining Authority.

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

2. TERM OF THE AGREEMENT

This Agreement shall be **for a term** of three (3) years with effect from 1 January 1991 to 31 December 1993, both dates inclusive.

If no agreement is reached at the expiration of this Agreement and negotiations are continued, this Agreement shall remain in force up to the time an agreement is reached or **until** negotiations are **discontinued** by either party.

It is understood **and agreed** between the Employer and the Union that the operation of **subsection (2)** of Section 66 of the Industrial Relations Act is hereby excluded from and shall not be applicable to this Agreement.

3. UNION SECURITY

All present employees who **are** now members of the Union shall remain members of **the Union**. All persons employed on or after 1 January, 1974, shall become members of the Union by the pay **period** immediately following completion of thirty (30) calendar days of employment. All such employees shall remain members of the Union **as** a condition of employment provided that no employee shall be deprived of employment by reason of **loss** of membership in the **Union** for reasons other than **failure** to **pay** the regular Union dues that all other members of the Union are required to pay to the Union.

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

4. RIGHTS OF MANAGEMENT:

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

5. REMUNERATION5.1 Salary Schedule

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- (a) The scale of remuneration set out in Schedule "A" and Appendix 1 of Schedule "B" shall apply during the term of this Agreement. Any changes in salary rates or the classifications **as** outlined in Schedule "A" and Appendix 1 of Schedule "B" shall not be put into effect, until the Union Business **Manager** and the Bargaining Committee of the Union have been consulted.
- (b) Where anomalies **as** submitted during negotiations **are** not concluded to the satisfaction of both parties, then **they will** give consideration to the submitting of such anomalies to a Board of Arbitration **as** constituted under Clause 13.3.

5.2 Shift Differential

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

- (a) **the** classes of work for which shift differentials were paid under the Collective Agreement made between the Employer **and** the Union and dated as of January 1, 1979,
- (b) the classes of work hereinafter described..
- (1) Building Maintenance Worker I, II, III
 - (2) Building Service Worker I **and** II
 - (3) Building Services Supervisor I
 - (4) Building Services Supervisor **II**
 - (5) Building Cleaner
 - (6) Building Maintenance Supervisor - Civic Theatres
 - (7) Stationary Equipment Operator I
 - (8) Stationary Equipment Operator **II**
 - (9) Stationary Equipment Operator III
 - (10) Stationary Equipment Operator - Conservatory
 - (11) Stationary Engineer I, **II**
 - (12) Security Guard I
 - (13) Utility Maintenance Worker
 - (14) Working Supervisor Building Services
 - (15) Janitorial Security Guard
 - (16) **Yard Services** Supervisor

and any other positions by mutual agreement of the Employer and the Union,

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shall be paid a shift differentid of 60¢ per hour for all regular hours worked more than one hour on either side of the ~~normal~~ hours of work as defined in Clause 11.1(b), provided that where the majority of an employee's regular hours of work fall outside the **period** described above, the shift differential **shall** apply to the entire shift.

5.3 Hiring Above First Step in the Salary Range

If a new employee is hired above the first step in the **salary range** and the Employer does not wish to adjust the **salary** for one or more present employees in the class who **are in the same department** (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 Rates for Salaried Employees

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

$$\frac{\text{Monthly Rate} \times 12}{26.089 \times \text{bi-weekly hours}} = \text{hourly rate}$$

(taken to 4 decimal places)

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

$$\text{bi-weekly rate (taken to 2 decimal places)}$$

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

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

Wages and benefits for Regular Part-Time Employees and Auxiliary Employees are described in Schedule "B" **annexed** hereto.

5.7 Premium Pay for Fluency in a Second Language

Effective 1992 April 09, 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

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

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

7. SPECIAL ALLOWANCES

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

8. OVERTIME, CALL-OUT, STAND-BY, MEAL PERIODS AND MEAL ALLOWANCES

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**. 4/

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

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

- (ii) immediately preceding the employee's regular shift consequent upon an **oral** or written notice given prior to the **end** of the employee's previous shift;
 - (iii) at **any** other time than at the times set forth in items (i) or (ii) of this Clause **8.1(b)** consequent upon **an** oral or written notice given prior to the end of the employee's previous shift.
- (c) Regular Full-Time Employees **and** Temporary Full-Time Employees who elect to be paid for overtime worked shall be **paid** for the performance of overtime work scheduled by the Employer under Clause **8.1(b)** at the following overtime rates:

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(i) time and one-half the regular rate of pay for the first two (2) hours of overtime worked immediately preceding **or** immediately following an employee's regular shift on any regular working day of the employee;
- (ii) double the regular rate of pay for all overtime in excess of the first two (2) hours thereof worked immediately preceding or immediately following **an** employee's regular shift on any regular working day of the employee;
- 8.1(c)*
8.1B
(iii) double the regular rate of pay for all overtime worked at any other time than at the times set forth in items (i) or (ii) of this Clause **8.1(c)**. Effective 1992 April 09, employees shall **be paid** a minimum of one **and** one-half (1½) hours at double time for overtime worked pursuant to this paragraph (c)(iii).

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

8.2 Callout

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

- (a) An employee who is called back to work by the **Employer** at **my** time after the completion of the **regular** shift, except where such employee is required to work overtime **as a consequence** of an oral or written notice given **prior** to the end of the employee's previous shift **as provided** in Clause 8.1(b), shall be paid at the rate of double the regular rate of pay for the time actually worked and in addition thereto one (1) hour at double the regular rate of pay for travelling time to and from home. Except **as** otherwise provided in Clause 8.2(b), an employee who is called back to work under this Clause 8.2 shall be paid a minimum of three (3) hours (the minimum includes one (1) hour for travelling time) at double the regular rate of pay.
- (b) If, after a callout, an additional call or calls are made upon the employee before the expiry of the minimum three (3) hour period or before arrival home, whichever shall last occur, the additional call or calls shall not qualify the employee for an additional minimum three (3) hour period or periods but the employee shall be paid at double the regular rate of pay for the time actually worked and an additional one (1) hour at double the regular rate of pay for travelling time to and from home. Where two (2) separate calls are completed by an employee within a three (3) hour period the employee shall be paid at double the regular rate of pay for a minimum of four (4) hours (the minimum includes two (2) hours for travelling time).
- (c) Effective 1992 April 09, 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 stand-by time unless the remainder is not more than one-half ($\frac{1}{2}$) of the stand-by 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 Periods

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

(i) During Overtime

Upon completion of two (2) continuous hours of overtime work immediately preceding or immediately following an employee's regular shift, the employee becomes entitled to a paid meal break of a one-half ($\frac{1}{2}$) 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.

(ii) 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,

(iii) 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) For each meal break given to an employee under this Clause 8.4(a)(i), (ii), or (iii) the employee shall be paid one-half (1/2) hour of pay at double the employee's regular rate of pay.
- (c) Where by reason of an emergency it is not feasible to give a meal break at the designated time under this Clause 8.4(a)(i), (ii), or (iii), it shall be taken as soon as practicable and in addition the Employer shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time as the employee would have been otherwise entitled to a paid meal break. The supplying of nourishment by the Employer does not disqualify the employee from receiving the appropriate meal allowance under Clause 8.5 of this Agreement.

8.5 Meal Allowances

Employees shall receive meal allowance provisions as follows:

- (a) The Employer shall not be responsible for supplying nourishment to employees **except as** provided in Clause 8.4(c) of this Agreement.
- (b) Reimbursement of meal expenses will be **introduced** according to the following scale **and** with reference to the **paid** meal breaks set out in Clause 8.4, it being clearly understood that continuous **periods** of time **must be worked** to qualify both for the paid meal break and the following **meal** allowances:
- (i) **Overtime** immediately preceding or immediately following a regular shift: \$7.50 at the first break; and \$2.50 at each succeeding break;
- (ii) Call-Out: \$7.50 at the first break and \$2.50 at each succeeding break;
- (iii) Pre-scheduled Overtime other than immediately preceding or immediately following an employee's regular shift where an employee is notified prior to the end of the preceding day that overtime is likely to last at least four hours: nothing at the first break; \$7.50 at the **second** break; and \$2.50 at **each** Succeeding break.

N.B. No receipts will be required, but payments are required to be treated as taxable income.

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9. VACATIONS AND PUBLIC HOLIDAYS

9.1 Vacations

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

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- 2-10-06
- (a) Employees leaving the service in less than twelve **(12)** months from the date of appointment shall be granted vacation pay in accordance with Part 4 of the Employment Standards Act.
 - (b) In the first **part** calendar year of service, vacation will be granted on the basis of one-twelfth ($\frac{1}{12}$) of ten (10) working days for each month or portion of a month greater than one-half ($\frac{1}{2}$) worked by **December** 31st.
 - (c) During the second **up to** and including the ninth calendar year of service - fifteen (15) working days.
 - (d) During the tenth **up to** and including the seventeenth calendar year of service - twenty **(20)** working days;
 - (e) During the eighteenth up to and including the twenty-fifth calendar year of service - twenty-five (25) working days; and
 - (f) During the twenty-sixth and all subsequent calendar years of service - thirty (30) **working** days;
 - (g) Employees who **leave the** service after completion of twelve **(12)** consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the **basis** of one-twelfth ($\frac{1}{12}$) of their vacation entitlement for that year for **each month or** portion of a month greater than one-half ($\frac{1}{2}$) worked to the date of termination.

PROVIDED THAT

- (h) "calendar year" for the **purposes** of this Agreement shall mean the twelve-month **period** from January 1st to **December** 31st inclusive.
- (i) In all cases of terminations of service for any reason, adjustment will **be** made for any overpayment of **annual** vacation.
- (j) Employees leaving on superannuation, or upon leaving on reaching **maximum** retirement age, **are** entitled to vacation as **follows**:

- if retiring prior to April 1st, they receive half of the usual annual vacation;
- if retiring April 1st or later, they receive the full annual vacation.

(k) An employee who is entitled to annual vacation of twenty (20) working days or more in any year:

- (i) shall take at least fifteen (15) working days of such annual vacation during the year in which it is earned, and
- (ii) may defer the taking of any part of such annual vacation in excess of fifteen (15) working days; provided however that the maximum deferred vacation which an employee may accumulate at my one time pursuant to this Clause 9.1(k) shall be twenty (20) working days.

(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

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

54 (5) 9.2 Supplementary Vacation

Each employee shall be entitled to five (5) working days of supplementary vacation, in addition to the annual vacation under Clause 9.1 upon commencing the eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service.

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

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9.3 Public Holidays

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- (a) Subject to Clauses 9.3(b) and **9.3(c)** the employees shall be entitled to a holiday with pay **on** the following public holidays, namely: New *Year's* Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Bay, **Boxing** Day and any other day appointed by the City **Council** to be a civic holiday;

PROVIDED THAT:

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

EXCEPT THAT:

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

of them, **at** their respective regular rates of pay at the option of the Employer.

- (ii) Notwithstanding anything contained in this Clause 9.3(a) whenever one of the aforementioned public holidays, other than Christmas Day and Boxing Day, fall on a Saturday or Sunday, instead of having all the employees observe the public holiday on the same day the Employer may declare both the Friday immediately preceding **such** public holiday and **the** Monday immediately following the same for the observance of such public holiday and such of the employees **as** shall be designated by the Employer in such **declaration** shall be entitled to a holiday with pay in lieu of such public holiday on the Friday named by the Employer and the remainder of the employees shall be entitled to a holiday with pay in lieu of such public holiday on the Monday **named** by the Employer.
- (b) Subject to Clause 9.3(c), the following provisions **shall** apply to the employees hereinafter specified whose duties normally require them to work on public holidays or on scheduled shift work:
- (i) if **an** employee whose duties normally require such employee to work on public holidays or on scheduled shift work (but not including an employee **who regularly** works on day shift from Monday to Friday inclusive) is required to work on any public holiday **as** provided for in Clause 9.3(a) which falls on or is observed on any day from Monday to Friday inclusive, then such employee shall be **paid** the regular pay for the holiday and in addition thereto shall be given compensating time off equivalent to one and one-half (1½) times the number of hours worked on that public holiday;
 - (ii) if such employee is required to work on the day off given in lieu of a public holiday, pursuant to the provisions of this Clause 9.3(b), then in lieu of such holiday the employee **shall** be paid the regular pay for the **holiday** plus double the hourly rate of pay of the employee computed on the basis of the **normal working** hours for the hours **worked** on such day off;
 - (iii) time **worked** on a public holiday or on the day **off** given to the employee in lieu of a public holiday pursuant to the provisions of this Clause 9.3(b), shall not be treated as overtime except **as** provided in Clauses 8.1(a), 8.1(b) and 8.1(c);
 - (iv) for the purposes of this Clause 9.3(b) a public holiday does not include a holiday **declared** by **the** Employer pursuant to Clause 9.3(a)(ii) unless the employee is entitled to that holiday with pay in lieu of a **public** holiday.

- (c) Whenever a public holiday defined in Clause 9.3(a) falls on a Saturday or Sunday and is observed on any day from Monday to Friday, the day on which such holiday is observed shall, for the purposes of those employees referred to in Clause 9.3(b), be deemed to be a public holiday and if such employees work on the Saturday or Sunday they shall not be entitled to public holiday premium pay for work on either of those days.

Notwithstanding anything contained in Clause 9.3(a) or 9.3(b) prior to the beginning of any calendar year the Employer and the Union may agree that whenever a public holiday defined in Clause 9.3(a) falls on a Saturday or Sunday those employees referred to in Clause 9.3(b) shall be paid public holiday premium pay for working on the Saturday or Sunday but such employees shall be paid public holiday premium pay only once for the same holiday,

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

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

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

9.4 Leave of Absence in Lieu of Service Pay

Effective 1992 April 09:

- (a) Subject to Clause 9.4(b), employees who, as of 1979 January 01, were in receipt of annual leave with pay in lieu of service pay, shall continue to receive it. A list of eligible employees and respective annual entitlements are contained in Schedule "F".
- (b) An employee who is entitled to paid leave of absence under Clause 9.4(a) and who is subsequently promoted or reclassified, shall cease to be entitled thereto on January 1st of the year following the date of the promotion or reclassification.

10. EMPLOYEE BENEFITS

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

10.1 Benefit Administration

Subject only to the Letter of Understanding attached as Schedule 17 to the Joint Memorandum of Agreement dated 1986 June 17, 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

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Employees who are Regular Full-Time Employees or 'Temporary Full-Time Employees and have completed six months' continuous service shall be entitled to be insured under the Medical 'Services Plan established under the Medical Services Act of British Columbia with the Employer paying sixty percent (60%) of the premium and the employees paying forty percent (40%) of the premium.

(b) Extended Health Care Plan

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Employees who **are** Regular Full-Time Employees or 'Temporary Full-Time Employees **and** have completed six months' continuous service shall be entitled to be insured under the Extended Health **Care** Plan. The provision of the benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits, effective 1992 May 01, a vision care option (\$150.00 per person, payable per twenty-four (24) month period), coverage for hearing aids, orthopedic **shoes**, diabetic equipment and supplies, ostomy supplies, and clinical psychologist services. The 'EHB' lifetime maximum coverage under this Plan will be \$500,000 per person.

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

10.3 Group Life Insurance

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Temporary Full-Time Employees **who** have completed six (6) months' continuous service and **Regular** Full-Time Employees shall be insured under a group life insurance policy which has been taken out by the Employer on behalf of the employees. 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

$\frac{70.2}{060}$ 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 **sixty** percent (60%) and the active employees shall pay forty percent (40%) of the premiums.

10.4 Dental Services Plan

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

- $\frac{71}{2}$
- (a) Basic Dental Services (Plan A) paying for 80% of the approved schedule of fees;
 - (b) Prosthetics, Crowns and Bridges (Plan B) paying for 50% of the approved schedule of fees;
 - (c) Orthodontics (Plan C) paying for 50% of the approved schedule of fees to a lifetime maximum of \$1500 for dependent children as defined by the Plan; effective 1992 May 01, this coverage shall be extended to adults covered under the Plan;
 - $\frac{70.2}{060}$ (d) The premiums for the dental plan shall be paid sixty percent (60%) by the Employer and forty percent (40%) by the employees whose contributions shall be made by payroll deductions.

10.5 Same Sex Benefit Coverage

Effective 1992 April 09, 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

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

A. SICK LEAVE

(1) Sick Pay Plan

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

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- (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) Sick Leave for Regular **Part-Time** Employees after **six (6)** months' service shall be in the same proportion as the time worked;
- (e) When Sick Leave is earned for a period of less than six 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;
- (f) Sick Leave may be accumulated to a maximum of 261 working days;
- (g) A deduction shall be made from accumulated **sick leave** credit **of** all **working days** absent with pay due to illness except those resulting from **an** accident on the job for which the employee **is** covered by Workers' Compensation payments.

Deductions shall be made if the **injury** is not covered by Workers' Compensation solely because time absent is less than the qualifying **period**. Note: See Clause 10.6 B(2) for non-effect on gratuity benefits.

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

- (h) Full sick leave credits will be given for absence in the following **circumstances**:
- (i) Accident on job (Workers' Compensation case)
- (ii) Leave **due to illness**, either **with or without pay**

- (iii) Leave for active service in Armed Forces.
 - (i) Any person 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;
 - (j) Notwithstanding the foregoing, **Regular** Full-Time Employees who have completed thirty **(30)** calendar days of continuous service **and** Temporary Full-Time Employees who have been hired to **work** for a term of six (6) months or more and have completed thirty (30) calendar **days of** continuous service shall be entitled to **an** advance of not more than **five (5) days** of sick leave with pay; provided that if any of such employees have been advanced sick leave with pay under this Clause and leave the service of the Employer for **any** reason prior to the completion of **six (6)** months of continuous service, the advanced payment shall be repaid to the Employer by deduction from **the** employee's pay cheque.
- (2) Other Employees of the Employer Transferred to Positions Covered by this Agreement

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

(3) Workers' Compensation and Sick Leave Payments

Effective 1992 **April 09**:

- (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 approximate net salary to which the employee would have otherwise **been** entitled

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but for a disability suffered or incurred by the employee, subject to Clause 10.6A(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 employer, 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** employee\$ 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** staff will **not** be subject to payment of approximate net *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

Subject to item 1 of Schedule "D", Part V, a deduction is made from the **current year's** gratuity credits for all days absent on **sick** leave with pay, except that such deduction shall not exceed three (3) working days in any **one** (1) calendar **year**, or for any one illness. The total gratuity credited to **each** employee at December 31st of each calendar year will remain to such employee's credit regardless of time lost in any subsequent year through illness or any other reason. This Clause 10.6B(2) to be effective

as of January 1st, 1954 but the credits of each employee to be re-calculated retroactive to January 1, 1948.

(3) Establishment

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

(4) Gratuity Leave

An employee who has completed not **less** than three (3) years of continuous service and **is** eligible for gratuity leave **may** be granted leave up to the number of gratuity days accumulated; **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 Department Head,
- (c) The reporting of time off under this Gratuity Plan shall **be** by **Salary** Attendance Profile,

(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.

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

Payment of the amount of gratuity, or any part thereof calculated as of the termination date of service with the Employer may, with employee's consent, be delayed for a period not exceeding twelve (12) months. If an employee desires to delay the payment of any of the gratuity, the employee shall notify the Director of Human Resources 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) UIC Rebate

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

10.7 Vancouver Employees' Savings Plan

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

10.8 Compassionate Leave

Effective 1992 April 09:

- (a) Emergency leave in the case of the death of an employee's wife, husband, common-law spouse, child, ward, brother, sister, parent, parent-in-law, grandparent, grandchild, guardian or other relative if living in the employee's household, may be granted without loss of pay for a period not to exceed three (3) working days, provided that such leave without loss of pay shall not be granted during an employee's first six (6) months of service. 6/31/01
- (b) Any employee who qualifies for emergency leave without loss of pay under Clause 10.8(a), and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Chern Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Requests for leave under Clauses 10.8(a) and 10.8(b) shall be submitted to the employee's Department Head who will determine and approve the number of days required in each case.

- (d) An employee who qualifies for emergency leave without loss of pay under Clause 10.8(a) herein may be granted such leave **when** on annual vacation if approved by the Department **Head**. An employee **who is** absent on sick leave with or without **pay** or **who** is absent on 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 Department Head, an employee may be granted leave **of up to one-half** (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

Effective 1992 April 09:

(a) Length of Leave

(1) Birth Mother

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A pregnant employee shall be entitled to up to eighteen (18) consecutive weeks of maternity leave and **up to twelve (12)** 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

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An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to **up to twelve (12)** consecutive weeks of parental leave without pay. The employee shall **take** 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 thirty-two (32)** 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

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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 unless the employee **makes** arrangements prior to commencing the leave to **pay** the contributions pursuant to the provisions of the Pension (Municipal) Act,

10.10 General Leave of Absence

Effective 1992 April 09:

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

(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 apply to the Department Head, who in turn will forward it to the Director of Human Resources with a recommendation. The Director of Human Resources will rule, or report on the request in accordance with the following regulations:

- (i) That obtaining Junior Matriculation standard be the obligation of the employee and leave of absence with pay to write examinations at or below this level be not granted.
- (ii) 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.

Senior Matriculation standard in the subjects of Mathematics and English.

The Association of Professional Engineers 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 of B.C. and the Corporation of B.C. Land Surveyors, providing such professional training is applicable 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,

- (iii) That the Director of Human Resources will rule on requests under Items (i) and (ii) above.
- (iv) 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. These, will be reported by the Director of Human Resources to the City Manager.

- (v) That employees who write examinations that are not subject to **time** off with pay be allowed to use vacation time, at the discretion of the Department Head, 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.

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 Comptroller of Accounting. It shall be the responsibility of the Department Head 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, to be reported on monthly attendance reports.

10.12 Credit Unions - Payroll Deductions

Any employee who is a member of a Civic Credit Union may elect to **make** deposits or **pay off loans** by monthly payroll deductions. The employee must obtain a card from the Credit **Union** and submit it for approval when completed. The Payroll Division will make deductions subject to the following:

- (a) Changes in deduction, new members, and terminations (except when employees leave the Employer's service) **shall** be effective only on January 1st and July 1st of each year.
- (b) **The** Employer shall not be responsible for the collection of **arrears** if the employee is absent without pay **for any reason**.
- (c) The Employer will remit the amount of deductions monthly **and** will supply a list of deductions to each Credit Union.

10.13 Resignation and Re-employment

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

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

- (b) Starting Salary on Re-employment

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

10.14 Pension (Municipal) Act

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

11. WORKING CONDITIONS11.1 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 Department **Head** 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.
- (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, other than employees at Civic Theatres, who are necessarily employed on a five and one-half (5½) day week, the time off each week shall be one and one-half (1½) 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** who commences work on a scheduled shift, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of **work**, with a minimum of four **(4)** hours' pay at the regular hourly rate.
- (c) In any case where an employee:
- (i) reports for a regular shift but refuses to commence **work**, or
 - (ii) commences **work but refuses** to continue **working**,

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

11.2 Posting Positions and Filling Vacancies

(a) posting

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The Employer agrees that, before permanently filling any vacancy, including **any** temporary position which is expected to exceed **six (6)** months in duration, notice of such vacancy **shall** be posted for seven **(7)** days in such conspicuous places as **may** be designated by the Employer at **work** sites of the Employment Pool and Ray-Cam Cooperative Association.

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

Effective 1992 April 09, all Regular Full-Time, Temporary Full-Time, and **Regular Part-Time** Employees **who have** completed **six (6)** continuous calendar months of employment, and all **Auxiliary** Employees **who** have completed 1500 hours within two **(2)** consecutive calendar years, **shall** be entitled to **apply on an equal basis** for **any** posted position in accordance with Clause 11.3(a).

(c) Temporary Positions

(i) 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.

(ii) Positions not previously posted as **in** Clause 11.2(a) and filled by Temporary Full-Time Employees will be examined at the end of **six (6)** months to ascertain whether **permanency is** indicated, in which case the position will be posted in the usual way.

(d) Procedures for Employees on Vacation or Authorized Leave

(i) Where an employee **wishes** to apply for a position which is expected to become vacant while the employee is on authorized leave of absence or on vacation, application for such position **may** be made before commencing such leave or vacation. **If** the position is **posted** prior to the return of the employee; such application shall be considered in the absence of the employee. **An** employee who is certified for the position (having complied with the **normal** procedures of the Employer's **Human Resources** Department) must be available for employment in that position not **later** than one (1) month following the date of certification.

(ii) If a position is **posted** while an employee is on an **authorized** leave of absence or on a vacation of not more than seven (7) days, **such** employee, on return, may **apply** for the position not later than three (3)

calendar days following the expiry date of the posting; provided that no other person has **been** certified for the position.

(e) Union Notification

The Employer shall notify the Union when persons are hired for periods of three (3) months or more in positions which could be considered as **being** within the Employment Pool and Ray-Cam Cooperative Association.

(f) Posting Information

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

- (i) **nature of** position;
- (ii) required qualifications, knowledge, education and skills;
- (iii) wage or salary rate or range;
- (iv) shifts (**if** any);
- (v) anticipated length of any temporary assignment, if posted; and
- (vi) a statement that the vacant position is open to male and female applicants.

(g) Change of Jurisdiction

All Full-Time Employees who are successful in any competition shall receive full consideration for their length of service within the Employment Pool and Ray-Cam Cooperative Association for purposes of determining salary, annual vacation entitlement **and** other benefits affected by length of service.

(h) Filling of Vacancies

Effective 1992 April 09:

(i) Applications

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

will be certified **and** forwarded to the Department ~~Head~~ concerned who **will assess and** make the selection in accordance with Clause 11.3(a).

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

11.3 Promotions, Transfers and Demotions ~~11.3~~ ~~4-23~~

- (a) In making promotions, transfers, **and** demotions, the skills, knowledge and ability of the employee concerned, shall be **the** primary consideration, and where **such qualifications are** equal, length of service shall be the determining factor.

(b) 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 the previous position held 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:

- (i) When **an** employee is promoted to a position the **pay** range of which **does** not overlap that of the former position, the rate of pay shall be the first step in the salary range of the new position unless special regulations or **the** Employer authorizes a higher starting rate.
- (ii) When **an** employee is **promoted** to a non-supervisory position the pay range **of** which overlaps that **of** the former position, the rate of pay shall be one step above *the* employee's present rate.
- (iii) If the duties of the position to which **an** employee is promoted include supervisory responsibilities **and** the pay range of such position overlaps that of the supervised employee or employees the rate of pay shall be one (1) step above the maximum step in the range of the highest rated supervised position.
- (iv) For the purposes of this section the definition of supervisor set forth in **City of Vancouver Personnel Regulation 160-1(a)(3)** shall apply.
- (d) A transfer is considered the movement of an employee from one position to another having the same maximum salary rate. **If an employee is** changed to

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

- (e) Transfer requests are submitted to the Director of Human Resources but the action taken is subject to the approval of the Department Heads concerned.
- (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 Clauses 11.2(h)(1) and 11.2(h)(2). 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 Department Head 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 13 may be initiated.

11.4 Probationary Period

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- (a) Except as provided for, in Clause 11.4(b), new Regular Full-Time Employees shall be placed in a probationary capacity until the completion of six (6) months' service.
 - (b) Employees appointed from outside the service to a classification involving supervisory or technical responsibility and those listed hereunder shall serve a probationary period of one (1) year during which the employee must demonstrate the employee's ability to perform the work satisfactorily,

Budget Analyst I
 Building Inspector I and II
 Buyer
 Care Facilities Consultant I and II
 Chemist I

Chemist II (Toxicology) ;
 Chemist II (Criminalistics)
 Construction Assistant
 Coordinator of Volunteers
 Data Conversion Supervisor
Dental Assistant II
 Engineering Analyst
 Engineer Trainee
 Microfilm Supervisor ;
 Nutritionist I
 Planner I
 Planning **Analyst**
 Plumbing Inspector I
 Property Negotiator I and II
 Psychologist I and II
 Research Officer
 Social Work: Consultant I.
 Surveyor I

- (c) **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.
- (d) A probationary employee's suitability for regular employment will be decided on the basis of factors such **as**:
- (i) the quality of work
 - (ii) conduct
 - (iii) capacity to **work** harmoniously with others
 - (iv) ability to meet production standards set **by** the Employer
- (e) If a probationary employee continues in the same position on a permanent basis, seniority, holiday benefits and other perquisites referable to length of service shall be based on the original date of employment.

11.5 Lay-offs and Bumping

- (a) Where in the opinion of the Employer it is necessary to reduce the work force for any reason the Employer may lay off employees covered by this Agreement

in order to effect such reduction. The Employer shall designate the positions of the employees to be laid off and such employees shall be laid off accordingly.

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(b) Employees who are subject to a lay-off under Clause 11.5(a) may exercise their seniority in the Employment Pool by displacing (bumping) employees with less seniority **than** their own in positions which they are, in the opinion of the Employer, qualified to perform. Any employee who exhausts or fails to exercise bumping privileges shall be considered laid off. Employees who are completing their initial probationary period shall have no seniority in the Employment Pool **and** if they **are** displaced pursuant to this clause they shall be laid off. Employees **must** exercise their rights under this Clause 11.5(b) not later than ten (10) days following the receipt of notice of lay-off given pursuant to Clause 11.5(c).

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(c) Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer **and** subject to the provisions of the Vancouver Charter the Employer shall give to the Regular Full-Time Employees concerned not less than ten **(10) days** prior written notice of any lay-off under this clause. Such notice 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 lay-off is given under this clause has not been given the opportunity to work for at least ten (10) days of the period of such notice the employee shall be paid for those days for which work was not made available to such employee.

(d) No employee covered by this Agreement shall suffer loss of seniority due to enforced absence from employment resulting from compulsory lay-off 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 lay-off of **employees** it shall give to the Union and those employees who will be affected by the lay-off at least **sixty (60)** calendar days' prior written notice thereof. For the purposes of this Clause 11.5(e) the words "major lay-off" mean a 10% or more reduction in the work force within the Employment Pool due to a reduction in the budget of the Employer. This Clause 11.5(e) does not apply if the reduction of the work force is due to some other body or employer taking over a department or part of the operation or business of the Employer.

11.6 Recall

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 **lay-off** until those employees who were **laid** off have **been** given a **reasonable** opportunity of recall as follows:
 - (i) E/D the Employer shall make **every** reasonable attempt to contact the employees in order of their seniority in the Employment Pool and the employees shall be **recalled** by the Employer in such order provided that **they** respond within forty-eight (**48**) hours of the initial attempt of the Employer to contact them;
 - (ii) upon making contact with an employee, the Employer shall specify the time when the employee shall report for **work**;
 - (iii) **an** employee who does not respond within forty-eight (**48**) hours of **the** initial attempt of **the** Employer to make contact, or **who** refuses to report for work shall **be** placed at the bottom of the list of employees eligible for **recall** under this clause notwithstanding the employee's seniority in the Employment Pool;
 - (iv) **an** employee notified to return to work shall report at the time and place specified by the Employer for so **doing** or, in extenuating circumstances, within such extended period of time not exceeding fourteen (**14**) days **from** the date of the initial attempt of the Employer to make contact as the Director **of Human Resources may** approve, which approval shall not be unreasonably withheld;
 - (v) it shall be the responsibility of all employees who have been laid off **and** wish to be recalled by the Employer to keep the Director of Human Resources informed of their respective current addresses and telephone numbers. The Employer shall be considered to have **fulfilled** its obligations to recall **an** employee eligible for recall under this clause by attempting to contact the employee at the employee's last **known** address on the Employer's records;
 - (vi) 29/06 **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.

11.7 Changes Affecting the Agreement

The Employer agrees that any reports or recommendations made to the City Council 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 City Council as to afford the Union reasonable opportunity to consider them and make representations to the City Council concerning them and, further, that if employees are deprived of employment by any implementation of such change they shall receive priority consideration for other employment with the Employer.

11.8 Directives Interpreting the Agreement

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

11.9 Personnel Records

- (a) A copy of any written material concerning any disciplinary action (including reprimands) affecting an employee shall be given to the employee as soon as possible after it is recorded in the employee's personnel file.
- (b) On and after March 19, 1979 an employee shall be given a copy of any document placed in the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in the file, that employee shall be entitled to recourse through the grievance procedure contained in Clause 13. The Employer agrees not to introduce as evidence in any hearing arising from a disciplinary grievance any document from the file of an employee! the existence of which the employee was not aware of at the time of filing.
- (c) Upon receiving permission from the Director of Human Resources or designate, an employee may review the contents of their personnel file provided that such review is in the presence of a person authorized by the Director of Human Resources.
- (d) Effective 1992 April 09, 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 Human Resources Department.

11.10 Procedure for Obtaining Membership Information

The parties agree that upon the written request of the Union for membership data information, the Director of Human Resources shall provide to the Union all of the information that is available from the City's records and will establish a system for

updating and maintaining that information at intervals that ~~are~~ consistent with the City's system.

11.11 Handicapped Workers

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Within the limitation imposed by the Employer's unwillingness to create unnecessary work, the Employer is willing to make every reasonable effort in cooperation with the Union in order to provide **opportunities for** older, partially disabled or otherwise handicapped employees to ~~retain~~ employment,

11.12 Reclassification of Positions and Classification of New Positions

(a) Origin of Requests for Reclassification

Requests for reclassification may ~~come~~ from Department Heads, employees or the Union.

(b) Disposal

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

(c) Establishment of New Positions

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

(d) Changes in Rate

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

(e) City Manager Approval

The City Manager is authorized to approve all reports of the Director of Human Resources on classification, class specifications, and rates of pay for new or existing positions with a maximum retroactive date of one year and which have been agreed to by the Department Head 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 (1) 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 (1) **pay** step in the new salary range, subject to Clause 11.3(c)(ii).

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:

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

(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" and shall be treated as a vacancy and posted as such;

- (2) A classification change involving only a revision in salary without a **change in duties or responsibilities shall be termed "a salary adjustment" and will not require a posting;**
- (3) A classification change involving only a change in title: shall **be** termed a "class title change" and will not require a posting.

11.13 Occupational Health and Safety

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An Occupational Health and Safety Committee **shall be established** consisting of four (4) representatives of the Employer and four (4) Union-appointed representatives. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the City Manager.

12. ABSENCE FROM DUTY OF UNION OFFICIALS

- (a) Where permission **has** been granted to members of the Bargaining Committee of the Union to leave their employment temporarily for the purpose of collective bargaining with the Employer or for the purpose of settling a grievance as outlined below, the said members shall suffer no **loss** of pay for the time so spent.
- (b) In negotiations with the Board of School Trustees of School District No. 39 (Vancouver) and the **Board** of Parks and Recreation, the Vancouver Police **Board**, and other emanations of the Employer, one member of the Bargaining Committee not directly concerned with the **Board** in question may be granted leave of absence **with pay** to participate in such negotiations.
- (c) Time off without **pay** shall be granted to official representatives of the Union upon application to and by permission of the Director of Human Resources when it becomes necessary to transact business in connection with matters affecting members of the Union.
- (d) **Any** full-time officer of the **Union who** is on **leave** of absence for **the** purpose of performing duties **as** an officer of the Union **shall** not lose 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 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 be entitled to return to any other vacant position for which that employee **is qualified**.

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- (e) If or when the Union joins any Central Labour body then the Employer agrees that any employee who is elected or appointed to a full-time position with such body shall be granted leave of absence without pay and shall not lose seniority in the service of the Employer while on such leave of absence. Upon termination of such period of office, such an employee may return to the first vacant position for which that employee is qualified in the service of the Employer.

13. GRIEVANCE PROCEDURE

13.1 Grievances

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

(a) Step 1

Save as hereinafter provided, the aggrieved person shall first take up the matter with the immediate supervisor or in the supervisor's absence, the Division ~~Head~~ or Department Head within fifteen (15) working days of the date on which the incident giving rise to the grievance occurred or of the date when the employee first became aware of the incident, whichever is later. At the option of the aggrieved person a shop steward or Union representative may be present at the meeting; provided however that:

- (i) if the difference concerns **the certification of the grievor in a competition for a position then the matter shall first be taken up with the personnel officer responsible for that competition; and**
- (ii) if the difference concerns the appointment of the grievor to a position then the matter shall first be taken up with the supervisor who made the disputed appointment.

(b) Step 2

Save as hereinafter provided, **if the matter is not satisfactorily resolved, the aggrieved person together with the shop steward or other Union representative shall take up the matter with the Department Head; provided however that:**

- (i) if the difference concerns the certification of the grievor in a competition for a position then the matter shall be taken up with the Manager - Employment and Advisory Services; and

(ii) if the difference concerns the appointment of the grievor to a position then the matter shall be taken up with the Department Head of the appointing department.

(c) Step 3

If the grievance is not settled in the aforementioned manner within ten (10) working days, the matter shall be referred to the Director of Human Resources and the Union Business Manager. A statement in writing of the alleged grievance by the Union Business Manager and a statement in writing of the position relative to the alleged grievance by the Director of Human Resources will be simultaneously exchanged at this meeting if agreement on the matter is not first reached.

(d) Step 4

If the grievance is not settled as prescribed in Step 3 above within ten (10) working days, the matter shall be referred to the City Manager and the Union.

(e) Arbitration

If not settled in Step 4 above, effective 1992 April 09, within fifteen (15) working days the matter may be referred by either party to a Board of Arbitration (Clause 13.3) for final and conclusive determination.

(f) Time Limits

(i) If the grievance has not advanced to the next stage under step 2, 3, 4, or (e)--Arbitration within seven (7) working days after completion of the preceding stage and the onus for delay is upon the Union then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end.

(ii) If the seven (7) working day time limit between steps should be exceeded in the manner described in paragraph (f)(i) above and the onus for delay is on the Employer then the grievance will be deemed to have succeeded and all appropriate steps to remedy the matter shall be taken forthwith by the Employer.

(iii) Effective 1992 April 09, extensions to the time limits of fifteen (15) working days and seven (7) working days respectively contained herein above may be agreed upon between the parties only for the most serious of reasons.

13.2 General Application Dispute

When a "dispute", as defined in the Industrial Relations Act, arises between the parties, including any difference concerning the interpretation, application, operation or alleged violation of this Agreement which **does** not specifically involve an employee, the matter may be submitted in writing by the **Union** to the Director of Human Resources or, alternatively, by the Employer to the Business Manager, **as** the case may be. If a satisfactory settlement is not reached with the Director **of** Human Resources **and** the Business Manager within seven (7) working days such matter may be referred to the City Manager at step 4 of Clause 13.1.

If a satisfactory settlement is not reached with the City Manager within seven (7) working days such matter may be referred to Arbitration **under** Clause 13.1(e) and as provided for in Clause 13.3.

13.3 Arbitration

Effective 1992 April 09:

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

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

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

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

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

13.4 Dismissal and Suspension

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

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

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

14. TECHNOLOGICAL CHANGE

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

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

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

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board constituted under 13.3 of this Agreement, by-passing all other steps in the grievance procedure,

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

- (a) shall inform the Minister of Labour of its finding; and
- (b) may then or later make any one or more of the following orders:

- (i) that the change be made in accordance with the terms of this Agreement unless the change alters significantly **the** basis upon which this Agreement was negotiated;
- (ii) that the Employer will not proceed with the technological change for such **period**, not exceeding ninety (90) **days**, as the arbitration board considers appropriate;
- (iii) that the Employer reinstate **any** employee displaced by reason of the technological change;
- (iv) that the Employer pay to that employee **such compensation** in respect of the displacement as the arbitration board considers reasonable.

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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.

15. EMPLOYMENT EQUITY

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17/12* Effective 1992 **April 09**, 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".

16. AGREEMENT AS TO CONDITIONS NOT MENTIONED

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

17. 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.

18. SEXUAL HARASSMENT

$\frac{14}{1}$

The Employer and the Union agree that sexual harassment shall not be tolerated in the workplace.

19. SCHEDULES

It is agreed between the parties hereto that Schedules "A", "B", "C", "D", "E", "F", "G", and "H" annexed hereto shall form part of this Agreement.

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

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

MAYOR

Maia C. Hensella
CLERK

The Common Seal of the VANCOUVER MUNICIPAL AND REGIONAL EMPLOYEES' UNION was hereunto affixed) in the presence of:

Sherry Brooks
PRESIDENT

Bennett
SECRETARY-TREASURER

Russ O'Rourke
BUSINESS MANAGER

APPROVED by Resolution of Council on March 24, 1992.

SCHEDULE "A"50.9
1

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>	
			<u>As of</u> <u>91.01.01</u>	<u>As of</u> <u>92.04.09</u>
722		Accountant - Equipment Branch	24	
071		Accountant I	24	
072		Accountant/GST Administrator	28	
061		Accounting Clerk I	14	
063		Accounting Clerk II	18	
065		Accounting Clerk III	20	
067		Accounting Clerk IV	22	
297		Activities Coordinator	16	
148		Activities Supervisor	20	
930		Activity Attendant	12	
146		Administrative Assistant, Carnegie Centre	20	
300		Administrative Assistant - Health	24	
149		Administrative Assistant - Properties	27	
382		Administrative Assistant, Social Planning	20	
644		Administrator - Residential Care Facility	30	
498		Administrator - Secondary Suite Enforcement Program	28	
134	a,k	Adult Care Attendant	13	
261	d	Adult Care Worker	16	
403	j	Animal Control Officer I	18	
411	j	Animal Control Officer II	19	
510		Anti-Graffiti Coordinator	25	
490		Architectural Technician	20	
635		Archival Assistant	19	
637	k	Archive Attendant	12	
639		Archivist	23	
508		Asbestos Program Surveyor	19	
138		Assistant Buyer	22	
234		Assistant City Analyst	31	
068		Assistant City Payroll Supervisor	21	
267		Assistant Coordinator of Volunteers	18	
470		Assistant Director - Environmental Health	30	
423		Assistant Graphics Supervisor	23	
8177		Assistant Manager - Development Permit Group	30	
089		Assistant Manager, Economic, Policy Development	31	
652	e	Assistant Manager - Orpheum Theatre	22	
194		Assistant Printing Supervisor	24	
413	j	Assistant Supervisor of Animal Control	21	
116		Assistant Supervisor, Central Stores & Surplus Disposal	21	

SCHEDULE "A" (cont'd)

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>	
			<u>As of</u> <u>91.01.01</u>	<u>As of</u> <u>92.04.09</u>
036		Assistant to Council Committees	22	
503		Assistant to the Development Permit Board	21	
288		Audiometric Technician I	16	
937		Audiometric Technician II	18	
077		Audit Clerk III	20	
080		Auditor I	24	
170	a	Bindery Worker	11	12
169	a,h	Bindery Worker (Trainee)	9	10
102		Budget Analyst I	25	
086		Budget Analyst II	28	
024		Budget and Local Improvement Analyst - Engineering	25	
058		Budget Clerk	18	
8015	d,***	Building Cleaner		
431	A	Building Inspector I	25	
432		Building Inspector II	27	
618	d	Building Maintenance Worker I	15	
619	d	Building Maintenance Worker II	16	
620	d	Building Maintenance Worker III	19	
125		Building Management Officer I.	21	
126		Building Management Officer II	25	
621	c,d,x,z	Building Service Worker I	13	
623	d,x	Building Service Worker II	18	
633	d	Building Services Supervisor I	21	
632	d	Building Services Supervisor II	24	
1197	c,d,x	Building Services Worker - Jail	15	
140		Business Advocate	28	
117		Buyer	24	
410		By-Law Enforcement Coordinator	25	
055	d	By-Law Process Server	17	
277		Care Facilities Consultant I	24	
276		Care Facilities Consultant II	28	
162		Cashier Clerk-Typist	11	13
161	a	Cashier I	10	11
163		Cashier II	15	
165		Cashier III	18	
233		Chemist I	27	

SCHEDULE "A" (cont'd)

Page :

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>	
			<u>As of</u> <u>91.01.01</u>	<u>As of</u> <u>92.04.0</u>
8019		Chemist II (Criminalistics)	29	
8017		Chemist II (Toxicology)	29	
298		Chief Public Health Inspector	31	
332		Claims Administrator	28	
021	a,b	Clerk I	10	11
023	b,c	Clerk II	13	
025	b	Clerk III	17	
027	b	Clerk IV	19	
028		Clerk V	22	
029		Clerk VI	24	
823		Clerk - Administration	15	
076		Clerk/By-Law Process Server	15	
030		Clerk, Carnegie Centre	15	
064		Clerk - Housing and Properties	15	
023		Clerk - L.T.C.	15	
601		Clerk, Multi-Use Centre	14	
108		Clerk - Purchasing	15	
007	a	Clerk Stenographer I	10	11
009		Clerk Stenographer II	12	13
011		Clerk Stenographer III	14	15
013		Clerk Stenographer IV	17	
001	a	Clerk-Typist I	9	10
003	d	Clerk-Typist II	11	13
005		Clerk-Typist III	14	15
271		Clinical Audiologist	26	
977		Clinical Consultant - Physio	26	
051		Coin Collector I	14	
052		Coin Collector II	16	
035		Committee Clerk	17	
9068		Community Centre Worker II	12	
454		Community Health Educator	27	
472		Community Liaison Worker	17	
182	c,d	Computer Operator I	15	
183	c,d	Computer Operator II	20	
187		Computer Programmer I	22	
190		Computer Programmer II	24	
8023		Computer Programmer III	28	

SCHEDULE "A" (cont'd)

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>	
			<u>As of</u> <u>91.01.01</u>	<u>As of</u> <u>92.04.09</u>
I86	a	Computer Programmer (Trainee)	17	
641		Conservator	23	
6411		Conservator (Trainee)	13	
8031		Construction Assistant	25	
456		Continuing Care Rehabilitation Consultant	25	
602	p,k	Contract Cleaning Inspector	19	
020	d,u,***	Control Room Operator		
610		Cook I	14	
598	d	Cook I (Taylor Manor)	14	
609		Cook II (Taylor Manor)	17	
471		Coordinator - Continuing Care Mgmt. Info. Systems	25	
453		Coordinator - Dental Hygiene	24	26
00328		Coordinator - Healthiest Babies Possible	26	27
943		Coordinator of Audiology Services	28	
274		Coordinator of Volunteers	24	
293		Coordinator of Volunteers for Seniors	25	
842		Coordinator/Tenant Assistant Program	22	
491		Cost Estimator/Scheduler	25	
176		Data Control Clerk I	13	
178		Data Control Clerk II	17	
181		Data Control Clerk III	19	
1993	a,d	Data Conversion Operator I	13	
867		Data Conversion Operator II	15	
8035	a,d	Data Conversion Operator (Trainee)	10	11
8203	d	Data Conversion Shift Supervisor	16	
199-1	c	Data Conversion Supervisor	19	
251		Dental Assistant I	13	
0934		Dental Assistant II	16	
252		Dental Hygienist	22	23
256		Dental Office Assistant	13	
137		Development Officer - Strategic Cities Program	30	
321		Dietician	22	23
032		Director, Carnegie Centre	27	
946		Discipline Senior Nutrition & Dietetics	27	
944		Discipline Senior Rehabilitation Therapist	29	
947		Discipline Senior Speech Language Pathologist II	27	28
649		Door Attendant I	10	11

SCHEDULE "A" (cont'd)

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>	
			<u>As of</u> <u>91.01.01</u>	<u>As of</u> <u>92.04.09</u>
636		Door Attendant 'II	12	
714	l,r,v	Driver, Light Delivery	15	
723		Driver Trainer	25	
8055		Driver Trainer Assistant	20	
198		Duplicating Machine Operator	12	
087		Economic Development Officer	28	
132		Emergency Planning Officer	24	
499		Energy Utilization Inspector	25	
201	a	Engineering Assistant I	13	
203		Engineering Assistant II	17	
205		Engineering Assistant III	21	
207	e	Engineering Assistant IV	25	
8061		Engineering Assistant Materials Inspection	23	
8057		Engineering Assistant Programmer	23	
8059	b	Engineering Operations Clerk	20	
8067		Engineering Technician	21	
448	C	Environmental Protection Officer	25	
059		Field Supervisor - By-Law Process Servers	19	
8069	d	Field Supervisor - Parking Enforcement	18	
265		Fitness Coordinator	20	
8075		Fitness Programmer	18	
119	*	Food Store Clerk	10	11
118	*	Food Store Coordinator	17	
264		Health Aid Interpreter	18	
304	a,k	Health Facility Attendant I	12	
305		Health Facility Attendant II	14	
313		Health Planning Assistant	21	
938		Health Planning and Policy Analyst I	23	
315		Health Planning and Policy Analyst II	28	
275	g,w	Health Service Office Assistant I	13	
973		Health Service Office Assistant - Jericho	15	
405		Heritage Planner	30	
285		Home Support Coordinator - L.T.C.	28	
844		Housing Relocation Officer	18	

SCHEDULE "A" (cont'd)

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>	
			<u>As of</u> <u>91.01.01</u>	<u>As of</u> <u>92.04.09</u>
447		Industrial Waste Control Inspector II	28	
010		Information Clerk	12	
155		Information Clerk - Carnegie	12	
502		Inspector, Vehicles for Hire	21	
014		Insurance Administrator	21	
627	d	Janitor-Security Guard (37½ hr. week)	13	
1203	a,k	Kitchen Attendant I	10	11
1198	d	Kitchen Attendant II	12	
924		Kitchen Coordinator, Carnegie Centre	19	
899		Kitchen Program Assistant	12	
231		Laboratory Assistant	14	
8167	w	Laboratory Technician	20	
518		Landscape Architectural Technician	23	
136	a	Laundry Attendant	10	11
184	c	Lead Computer Operator	24	
856	d	Lead Data Conversion Operator	15	
002		Legal Assistant	19	
8087		Legal Secretary	16	
318		Librarian, Health	25	
556		Library Assistant III	13	
268		Licensed Practical Nurse	16	
154		Loss Control/Claims Investigator	22	
489		Maintenance Coordinator	24	
379		Manager, Evelyne Saller Centre	23	
284		Mental Health Consultant	28	
237		Meter Checker	13	
189		Microfilm Operator	13	
8093		Microfilm Supervisor	22	
935		Multi-Cultural Health Educator	27	
266		Nutritionist Aide	15	
281		Nutritionist	25	26

SCHEDULE "A" (cont'd)

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>	
			<u>As of</u> <u>91.01.01</u>	<u>AS of</u> <u>92.04.05</u>
2801		Occupational Therapist	23	24
860		Office Applications Support Specialist	20	
177		Office Applications Support Supervisor	22	
790		Operations Assistant	14	
158	c,d	Operations Shift Supervisor	22	
853		Operations Supervisor, Parking Enforcement	21	
179		Operations Technical Assistant	21	
258		Orthoptist I	21	
461		Orthoptist II	23	
1218	d,e	Parking Checker	15	
751		Parking Meter Technician	18	
050		Paying Clerk	18	
057		Payroll Clerk I	15	
022	C	Payroll Clerk II	18	
8099		Payroll Supervisor I	20	
446		Permit and Plan Review Technician II	21	
341		Personnel Assistant I	13	
872		Personnel Assistant II	15	
345		Personnel Assistant III	17	
00280		Physiotherapist	23	24
428		Plan Checker	24	
435		Plan Checking Assistant I	19	
436		Plan Checking Technician II	21	
437		Plan Checking Technician III	23	
438		Plan Checking Technician IV	25	
209		Planner I	28	
210		Planner II	30	
211		Planner III	33	
8105		Planning Analyst	24	
202	a	Planning Assistant I	13	
204		Planning Assistant II	17	
206		Planning Assistant III	21	
425	A	Plumbing and Gas Inspector I	25	
426		Plumbing Inspector II	27	
427		Plumbing Inspector III	30	
416	G	Pound Canvasser	13	
409	c,***	Pound Officer (Resident)		

S " " (cont'd)

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>	
			<u>As of</u> 91.01.01	<u>As of</u> 92.04.09
873		Pre-Audit Clerk	16	
191		Printer I	16	
193	a	Printer II	21	
147		Program Coordinator • Carnegie Centre	23	
239		Program Supervisor - Parking Enforcement	23	
151		Property Clerk I	20	
150		Property Clerk II	21	
135		Property Development Officer	30	
123		Property Negotiator I	23	
124		Property Negotiator II	28	
0127		Property Negotiator • Trainee	21	
420		Property Use Inspector I	24	
440		Property Use Inspector II	27	
417	a	Property Use Inspector • Trainee	21	
00284		Psychologist II	30	31
464		Public Health Inspector I	19	
467		Public Health Inspector II	24	
468		Public Health Inspector III	26	
473	***	Public Health Inspector IV	28	
466		Public Health Inspector • Trainee		
972		Quality Assurance Consultant	23	
353		R.R.A.P. Administrator	28	
354	e	R.R.A.P. Advisor I	23	
401	e	R.R.A.P. Advisor II	25	
355	e	R.R.A.P. Promoter	14	
048		Records Clerk - Engineering	15	
459		Records Clerk • Health	15	
640		Records Manager	26	
8111		Recreation Programmer II	20	
511		Recycling Coordinator	25	
084		Research Assistant - Economic Development	22	
047		Research Officer	28	
647	n,I,J	Residence Attendant	12	
642		Residence Manager I	20	
648		Residence Manager II	21	
157		Residential Care Facility Clerk	15	

SCHEDULE "A" (cont'd)

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>	
			<u>As of</u> 91.01.01	<u>As of</u> 92.04.01
250	f	Safety and First Aid Coordinator	23	
012		Secretary to the Councillors	17	
016		Secretary to the Associate Director, Zoning Div.	15	
631		Security Coordinator	24	
613	a,d	Security Guard I	11	12
614	a,d	Security Guard II	12	
615		Security Patrol Officer	13	
378		Security Supervisor - Carnegie Centre	18	
455		Senior Heritage Planner	33	
8077		Senior Housing Officer	33	
495		Senior Property Development Officer	33	
869		Senior Technical Specialist	30	
272		Senior Wellness Coordinator	26	
381		Social Planner I	28	
386		Social Planner X	30	
387		Social Planner III	33	
8185		Social Planning Analyst	24	
862		Social Planning Research Assistant	19	
323		Social Work Consultant I	25	26
324		Social Work Consultant II	30	
303		Social Worker	23	24
00272		Social Worker - Senior Wellness	25	26
257		Speech Language Pathologist	25	26
655	p	Stage Door Attendant I	12	
651	p,q	Stage Door Attendant II	13	
741	A,d	Stationary Engineer I	19	
743	A,d	Stationary Engineer II	21	
111	b	Storekeeper I	18	
114	n	Storekeeper I - Equipment	19	
113	b	Storekeeper II	19	
112	n	Storekeeper II - Equipment	24	
145		Stores Clerk - Health	14	
049		Subdivision and Conveyancing Coordinator	24	
245		Subdivision Coordinator	22	
415	j	Supervisor of Animal Control	25	
974		Supervisor of Audiology	27	28
056		Supervisor of By-Law Fines Collections	26	
850		Supervisor of Computer Graphics System	26	

SCHEDULE "A" (cont'd)

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>	
			<u>As of</u> <u>91.01.01</u>	<u>As of</u> <u>92.04.09</u>
174	c	Supervisor, Data Control	26	
414		Supervisor, Permits	26	
131		Supervisor, Property Negotiation	32	
096		Supervisor of Property Tax	25	
106		Supervisor, Stores/Surplus Disposal	21	
018		Supervisor of Support Services	19	
094		Supervisor, Water Rates & Scavenging Collections	24	
200	a	Survey Assistant	12	
069		Systems Accountant	26	
389		Systems Support Assistant	24	
172		Technical Specialist	28	
171	a	Telephone Operator I	11	12
173		Telephone Operator II	12	
0976		Telephone Operator - Health	12	
606	a	Telephone Operator-Typist I	10	11
607		Telephone Operator-Typist II	11	13
229		Traffic Assistant	11'	1a.
710	A,c,d	Traffic Painter I	15	
711	c,d	Traffic Painter II	17	
712	c,d	Traffic Painter III	18	
847		Traffic Signal Management System Operator/Technician	23	
865		Trainer - Computer Technology	26	
8189		Transportation Assistant	16	
646		Transportation Organizer	18	
316		Unit Long Term Care Coordinator	27	
8135		Urban Designer	33	
159		User Support Technician	16	
629		Vault Attendant	15	
957		Volunteer Coordinator - Carnegie Centre	16	
964		Volunteer Program Assistant - Health	16	
481		Water Rates Inspector I	18	
483		Water Rates Inspector II	19	
485		Water Rates Inspector III	20	
418	b,d	Weighmaster I	17	

SCHEDULE "A" (cont'd)

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>	
			<u>As of</u> <u>91.01.01</u>	<u>As of</u> <u>92.04.09</u>
419	c	Weighmaster II	18	
8191	n	Weighmaster II - Cambie Yards	18	
384		Work Program Coordinator	21	
622	d	Working Supervisor - Building Services	16	
625	d,f	Yard Services Supervisor	23	
505		Zoning Clerk	18	
408		Zoning Counter Supervisor	26	

SCHEDULE "A" (cont'd)Alphabetical by Pay Grade

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>	
			<u>As of</u> <u>91.01.01</u>	<u>As of</u> <u>92.04.09</u>
8015	d,***	Building Cleaner		
020	d,u,***	Control Room Operator		
409	c,***	Pound Officer (Resident)		
466	***	Public Health Inspector - Trainee		
169	a,h	Bindery Worker (Trainee)	9	10
001	a	Clerk-Typist I	9	10
161	a	Cashier I	10	11
021	a,b	Clerk I	10	11
007	a	Clerk Stenographer I	10	11
8035	a,d	Data Conversion Operator (Trainee)	10	11
649	*	Door Attendant I	10	11
119		Food Store Clerk	10	11
1203	a,k	Kitchen Attendant I	10	11
136	a	Laundry Attendant	10	11
606	a	Telephone Operator-Typist I	10	11
170	a	Bindery Worker	11	12
162		Cashier Clerk-Typist	11	13
003	d	Clerk-Typist II	11	13
613	a,d	Security Guard I	11	12
171	a	Telephone Operator I	11	12
607		Telephone Operator-Typist II	11	13
229		Traffic Assistant	11	12
930		Activity Attendant	12	
637	k	Archive Attendant	12	
009		Clerk Stenographer II	12	13
9068		Community Centre Worker II.	12	
636		Door Attendant II	12	
198		Duplicating Machine Operator	12	
304	a,k	Health Facility Attendant I	12	
010		Information Clerk	12	
155		Information Clerk - Carnegie	12	
1198	d	Kitchen Attendant II	12	

SCHEDULE "A" (cont'd)

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>	
			<u>As of</u> <u>91.01.01</u>	<u>As of</u> <u>92.04.09</u>
899		Kitchen Program Assistant	12	
647	n,I,J	Residence Attendant	12	
614	a,d	Security Guard II	12	
655	p	Stage Door Attendant I	12	
200	a	Survey Assistant	12	
0976		Telephone Operator - Health	12	
173		Telephone Operator II	12	
134	a,k	Adult Care Attendant	13	
621	c,d,x,z	Building Service Workers I	13	
023	b,c	Clerk II	13	
6411		Conservator (Trainee)	13	
176		Data Control Clerk I	13	
1993	a,d	Data Conversion Operator I	13	
251		Dental Assistant I	13	
256		Dental Office Assistant	13	
201	a	Engineering Assistant I	13	
275	g,w	Health Service Office Assistant I	13	
627	d	Janitor-Security Guard (37½ hr. week)	13	
556		Library Assistant III	13	
237		Meter Checker	13	
189		Microfilm Operator	13	
341		Personnel Assistant I	13	
202	a	Planning Assistant I	13	
416	G	Pound Canvasser	13	
615		Security Patrol Officer	13	
651	p,q	Stage Door Attendant II	13	
061		Accounting Clerk I	14	
601		Clerk, Multi-Use Centre	14	
011		Clerk Stenographer III	14	15
005		Clerk-Typist III	14	15
051		Coin Collector I	14	
610		Cook I	14	
598	d	Cook I (Taylor Manor)	14	
305		Health Facility Attendant II	14	
231		Laboratory Assistant	14	
790		Operations Assistant	14	

SCHEDULE "A" (cont'd)

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>	
			<u>As of</u> <u>91.01.01</u>	<u>As of</u> <u>92.04.09</u>
355	e	R.R.A.P. Promoter	14	
145		Stores Clerk - Health	14	
618	d	Building Maintenance Worker I	15	
1197	c,d,x	Building Services Worker - Jail	15	
163		Cashier II	15	
823		Clerk - Administration	15	
076		Clerk/By-Law Process Sewer	15	
030		Clerk, Carnegie Centre	15	
064		Clerk - Housing and Properties	15	
023		Clerk - L.T.C.	15	
108		Clerk - Purchasing	15	
182	c,d	Computer Operator I	15	
867		Data Conversion Operator II	15	
714	l,r,v	Driver, Light Delivery	15	
973		Health Service Office Assistant - Jericho	15	
856	d	Lead Data Conversion Operator	15	
266		Nutritionist Aide	15	
1218	d,e	Parking Checker	15	
057		Payroll Clerk I	15	
872		Personnel Assistant II	15	
048		Records Clerk - Engineering	15	
459		Records Clerk - Health	15	
157		Residential Care Facility Clerk	15	
016		Secretary to the Associate Director, Zoning Div.	15	
710	A,c,d	Traffic Painter I	15	
629		Vault Attendant	15	
297		Activities Coordinator	16	
261	d	Adult Care Worker	16	
288		Audiometric Technician I	16	
619	d	Building Maintenance Worker II	16	
052		Coin Collector II	16	
8203	d	Data Conversion Shift Supervisor	16	
0934		Dental Assistant II	16	
8087		Legal Secretary	16	
268		Licensed Practical Nurse	16	
873		Pre-Audit Clerk	16	

SCHEDULE "A" (cont'd)

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>	
			<u>As of</u> <u>91.01.01</u>	<u>As of</u> <u>92.04.09</u>
191		Printer I	16	
8189		Transportation Assistant	16	
159		User Support Technician	16	
957		Volunteer Coordinator - Carnegie Centre	16	
964		Volunteer Program Assistant - Health	16	
622	d	Working Supervisor - Building Services	16	
055	d	By-Law Process Server	17	
025	b	Clerk III	17	
013		Clerk Stenographer IV	17	
035		Committee Clerk	17	
472		Community Liaison Worker	17	
186	a	Computer Programmer (Trainee)	17	
609		Cook II (Taylor Manor)	17	
178		Data Control Clerk II	17	
203		Engineering Assistant II	17	
118	*	Food Store Coordinator	17	
345		Personnel Assistant III	17	
204		Planning Assistant II	17	
012		Secretary to the Councillors	17	
711	c,d	Traffic Painter II	17	
418	b,d	Weighmaster I	17	
063		Accounting Clerk II	18	
403	j	Animal Control Officer I	18	
267		Assistant Coordinator of Volunteers	18	
937		Audiometric Technician II	18	
058		Budget Clerk	18	
623	d,x	Building Service Worker. II	18	
165		Cashier III	18	
8069	d	Field Supervisor - Parking Enforcement	18	
8075		Fitness Programmer	18	
264		Health Aid Interpreter	18	
844		Housing Relocation Officer	18	
751		Parking Meter Technician	18	
050		Paying Clerk	18	
022	C	Payroll Clerk II	18	

SCHEDULE "A" (cont'd)

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>	
			<u>As of</u> <u>91.01.01</u>	<u>As of</u> <u>92.04.09</u>
378		Security Supervisor - Carnegie Centre	18	
111	b	Storekeeper I	18	
712	c,d	Traffic Painter III	18	
646		Transportation Organizer	18	
481		Water Rates Inspector I	18	
419	c	Weighmaster II	18	
8191	n	Weighmaster X - Cambie Yards	18	
505		Zoning Clerk	18	
411	j	Animal Control Officer II	19	
635		Archival Assistant	19	
508		Asbestos Program Surveyor	19	
620	d	Building Maintenance Worker III	19	
027	b	Clerk IV	19	
602	p,k	Contract Cleaning Inspector	19	
181		Data Control Clerk III	19	
199-1	c	Data Conversion Supervisor	19	
059		Field Supervisor - By-law Process Servers	19	
924		Kitchen Coordinator, Carnegie Centre	19	
002		Legal Assistant	19	
435		Plan Checking Assistant I	19	
464		Public Health Inspector I	19	
862		Social Planning Research Assistant	19	
741	A,d	Stationary Engineer I	19	
114	n	Storekeeper I - Equipment	19	
113	b	Storekeeper II	19	
018		Supervisor of Support Services	19	
483		Water Rates Inspector II	19	
065		Accounting Clerk III	20	
148		Activities Supervisor	20	
146		Administrative Assistant, Carnegie Centre	20	
382		Administrative Assistant, Social Planning	20	
490		Architectural Technician	20	
077		Audit Clerk III	20	
183	c,d	Computer Operator II	20	
8055		Driver Trainer Assistant	20	
8059	b	Engineering Operations Clerk	20	

SCHEDULE "A" (cont'd)

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>	
			<u>As of</u> <u>91.01.01</u>	<u>As of</u> <u>92.04.09</u>
265		Fitness Coordinator	20	
8167	w	Laboratory Technician	20	
860		Office Applications Support Specialist	20	
8099		Payroll Supervisor I	20	
151		Property Clerk I	20	
8111		Recreation Programmer II	20	
642		Residence Manager I	20	
485		Water Rates Inspector III	20	
068		Assistant City Payroll Supervisor	21	
116		Assistant Supervisor, Central Stores & Surplus Disposal	21	
413	j	Assistant Supervisor of Animal Control	21	
503		Assistant to the Development Permit Board	21	
125		Building Management Officer I	21	
633	d	Building Services Supervisor I	21	
205		Engineering Assistant III ¹	21	
8067		Engineering Technician	21	
313		Health Planning Assistant	21	
502		Inspector, Vehicles for Hire	21	
014		Insurance Administrator	21	
853		Operations Supervisor, Parking Enforcement	21	
179		Operations Technical Assistant	21	
258		Orthoptist I	21	
446		Permit and Plan Review Technician II	21	
436		Plan Checking Technician II	21	
206		Planning Assistant III	21	
193	A	Printer II	21	
150		Property Clerk II	21	
0127		Property Negotiator - Trainee	21	
417	a	Property Use Inspector - Trainee	21	
648		Residence Manager II	21	
743	A,d	Stationary Engineer II	21	
106		Supervisor, Stores/Surplus Disposal	21	
384		Work Program Coordinator	21	
067		Accounting Clerk IV	22	
138		Assistant Buyer	22	

SCHEDULE "A" (cont'd)

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>	
			<u>As of</u> <u>91.01.01</u>	<u>AS of</u> <u>92.04.09</u>
652	e	Assistant Manager - Orpheum Theatre	22	
036		Assistant to Council Committees	22	
028		Clerk V	22	
187		Computer Programmer I	22	
842		Coordinator/Tenant Assistant Program	22	
252		Dental Hygienist	22	23
321		Dietician	22	23
154		Loss Control/Claims Investigator	22	
8093		Microfilm Supervisor	22	
177		Office Applications Support Supervisor	22	
158	c,d	Operations Shift Supervisor	22	
084		Research Assistant - Economic Development	22	
245		Subdivision Coordinator	22	
639		Archivist	23	
423		Assistant Graphics Supervisor	23	
641		Conservator	23	
8061		Engineering Assistant, Materials Inspection	23	
8057		Engineering Assistant Programmer	23	
938		Health Planning and Policy Analyst I	23	
518		Landscape Architectural Technician	23	
379		Manager, Evelyne Saller Centre	23	
2801		Occupational Therapist	23	24
461		Orthoptist II	23	
00280		Physiotherapist	23	24
437		Plan Checking Technician III	23	
147		Program Coordinator - Carnegie Centre	23	
239		Program Supervisor - Parking Enforcement	23	
123		Property Negotiator I	23	
972		Quality Assurance Consultant	23	
354	e	R.R.A.P. Advisor I	23	
250	f	Safety and First Aid Coordinator	23	
303		Social Worker	23	24
847		Traffic Signal Management System Operator/Technician	23	
625	d,f	Yard Services Supervisor	23	
722		Accountant - Equipment Branch	24	
071		Accountant I	24	

SCHEDULE "A" (cont'd)

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>	
			<u>As of</u> 91.01.01	<u>As of</u> 92.04.09
300		Administrative Assistant - Health	24	
194		Assistant Printing Supervisor	24	
080		Auditor I	24	
632	d	Building Services Supervisor II	24	
117		Buyer	24	
277		Care Facilities Consultant I	24	
029		Clerk VI	24	
190		Computer Programmer II	24	
453		Coordinator - Dental Hygiene	24	26
274		Coordinator of Volunteers	24	
132		Emergency Planning Officer	24	
184	c	Lead Computer Operator	24	
489		Maintenance Coordinator	24	
428		Plan Checker	24	
8105		Planning Analyst	24	
420		Property Use Inspector I	24	
467		Public Health Inspector II	24	
631		Security Coordinator	24	
8185		Social Planning Analyst	24	
112	n	Storekeeper II - Equipment	24	
049		Subdivision and Conveyancing Coordinator	24	
094		Supervisor, Water Rates & Scavenging Collections	24	
389		Systems Support Assistant	24	
510		Anti-Graffiti Coordinator	25	
102		Budget Analyst I	25	
024		Budget and Local Improvement Analyst - Engineering	25	
431	A	Building Inspector I	25	
126		Building Management Officer II	25	
410		By-Law Enforcement Coordinator	25	
8031		Construction Assistant	25	
456		Continuing Care Rehabilitation Consultant	25	
471		Coordinator - Continuing Care Mgmt. Info. Systems	25	
293		Coordinator of Volunteers for Seniors	25	
491		Cost Estimator/Scheduler	25	
723		Driver Trainer	25	
499		Energy Utilization Inspector	25	
207	e	Engineering Assistant IV ¹	25	

SCHEDULE "A" (cont'd)

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>	
			<u>As of</u> <u>91.01.01</u>	<u>As of</u> <u>92.04.09</u>
448	C	Environmental Protection Officer	25	
318		Librarian, Health	25	
281		Nutritionist	25	26
438		Plan Checking Technician IV	25	
425	A	Plumbing and Gas Inspector I	25	
401	e	R.R.A.P. Advisor II	25	
511		Recycling Coordinator	25	
323		Social Work Consultant I	25	26
00272		Social Worker - Senior Wellness	25	26
257		Speech Language Pathologist	25	26
415	j	Supervisor of Animal Control	25	
096		Supervisor of Property Tax	25	
271		Clinical Audiologist	26	
977		Clinical Consultant - Physio	26	
00328		Coordinator - Healthiest Babies Possible	26	27
468		Public Health Inspector III	26	
640		Records Manager	26	
272		Senior Wellness Coordinator	26	
174	c	Supervisor, Data Control	26	
056		Supervisor of By-Law Fines Collections	26	
850		Supervisor of Computer Graphics System	26	
414		Supervisor, Permits	26	
069		Systems Accountant	26	
865		Trainer - Computer Technology	26	
408		Zoning Counter Supervisor	26	
149		Administrative Assistant - Properties	27	
432		Building Inspector II	27	
233		Chemist I	27	
454		Community Health Educator	27	
032		Director, Carnegie Centre	27	
946		Discipline Senior Nutrition & Dietetics	27	
947		Discipline Senior Speech Language Pathologist II	27	28
935		Multi-Cultural Health Educator	27	
426		Plumbing Inspector II	27	
440		Property Use Inspector II	27	
974		Supervisor of Audiology	27	28

SCHEDULE "A" (cont'd)

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>	
			<u>As of</u> <u>91.01.01</u>	<u>As of</u> <u>92.04.09</u>
316		Unit Long Term Care Coordinator	27	
072		Accountant/GST Administrator	28	
498		Administrator - Secondary Suite Enforcement Program	28	
086		Budget Analyst II	28	
140		Business Advocate	28	
276		Care Facilities Consultant II	28	
332		Claims Administrator	28	
8023		Computer Programmer III	28	
943		Coordinator of Audiology Services	28	
087		Economic Development Officer	28	
315		Health Planning and Policy Analyst II	28	
285		Home Support Coordinator - L.T.C.	28	
447		Industrial Waste Control, Inspector II	28	
284		Mental Health Consultant	28	
209		Planner I	28	
124		Property Negotiator II	28	
473		Public Health Inspector IV	28	
353		R.R.A.P. Administrator	28	
047		Research Officer	28	
381		Social Planner I	28	
172		Technical Specialist	28	
8019		Chemist II (Criminalistics)	29	
8017		Chemist II (Toxicology)	29	
944		Discipline Senior Rehabilitation Therapist	29	
644		Administrator - Residential Care Facility	30	
470		Assistant Director - Environmental Health	30	
8177		Assistant Manager - Development Permit Group	30	
137		Development Officer - Strategic Cities Program	30	
405		Heritage Planner	30	
210		Planner II	30	
427		Plumbing Inspector III	30	
135		Property Development Officer	30	
00284		Psychologist II	30	
869		Senior Technical Specialist	30	
386		Social Planner II	30	

SCHEDULE "A" (cont'd)

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>	
			<u>As of</u> <u>91.01.01</u>	<u>As of</u> <u>92.04.09</u>
324		Social Work Consultant II	30	
234		Assistant City Analyst	31	
089		Assistant Manager, Economic Policy Development	31	
298		Chief Public Health Inspector	31	
131		Supervisor, Property Negotiation	32	
211		Planner III	33	
455		Senior Heritage Planner	33	
8077		Senior Housing Officer	33	
495		Senior Property Development Officer	33	
387		Social Planner III	33	
8135		Urban Designer	33	

SCHEDULE "A" (cont'd)Footnotes for VMREU Pay Plan Structure 1991-1993

- (a) These positions **receive** an increment each **six months**, and **all others annually**, **except as provided under ** below**.
- (b) **Plus** two pay grades for **37½ hour work week** and in lieu of rest periods where applicable,
- (c) **Plus 7%** for longer hours, when applicable.
- (d) Plus .60 per hour shift **premium**, where applicable.
- (e) Plus one pay grade for working irregular hours **as required**, where applicable.
- (f) **Plus** two pay grades for longer hours and in lieu of rest periods, where applicable.
- (h) **Plus 14%** for 40 hour work week, where applicable.
- (i) **Plus 10½ % if longer hours worked**.
- (j) Plus one-half pay grade for additional responsibilities, when assigned.
- (k) **Pay grade includes** consideration for **working irregular** hours.
- (m) **Pay grade includes** consideration for working irregular hours and for weekends.
- (n) **Plus 16.3% for 40 hour week** and in lieu of rest periods, where applicable.
- (o) **Plus** two pay grades for added responsibility, where applicable.
- (p) Includes consideration for working 37½ hour work week **and for the term of the Agreement will be paid a bi-weekly sum representing the monthly difference between the 35-hour rate and the 37½-hour rate as follows: an amount equal to \$2.50 bi-weekly as of 1992 January 01; an amount equal to \$3.50 bi-weekly as of 1992 July 01; and an amount equal to \$7.10 bi-weekly as of 1993 January 01.**
- (q) Plus 2.3% in lieu of rest periods.
- (s) Includes consideration for the requirement of being bilingual in English and Chinese.
- (u) **Plus 8% for working 37.8 hour week**, where applicable.

Footnotes for VMREU Pay Plan Structure 1991-1993 (cont'd)

- (w) Effective 1992 April 09, an employee **who holds** a valid Industrial First Aid Certificate and **is** designated to perform first aid duties in addition to the **employee's** normal duties shall receive:

	<u>Full-Time Employees</u>	<u>Regular Part-Time & Auxiliary Employees</u>
"A" certificate	\$100 per month	65¢ per hour
"B" certificate	\$85 per month	55¢ per hour
"C" certificate	\$70 per month	45¢ per hour

- (x) Effective 1992 April 09, a premium of **50¢/hour** shall be paid to Building Service Workers while they **are** cleaning out the **drunk tank** (holding areas) at the **City Jail** and to Building Service Workers while they are cleaning up body waste at Cordova House and Taylor **Manor**.
- (z) Effective 1981 January 01, those employees who were occupying a position of Building Service Worker **I**, were working a **35** hour week and who **were** red-circled at Pay Grade 14, shall continue to do **so**. As their positions become vacant, new incumbents will be required to work a **37½** hour week **and will** be paid **7%** above Pay Grade 13 for longer hours.
- (A) The effective range for these classifications **is** from Step 3 to Step 5.
- (C) Plus one pay grade **for** added responsibility, when applicable.
- (G) Plus commission of **4%** of monies collected by the Canvasser.
- * No class specification.
- ** 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 "A" (cont'd)Footnotes for VMREU Pay Plan Structure 1991-1993 (cont'd)

Employees in the **following** classes who are not registered professionally are covered by the Collective Bargaining Agreement:

090	Assistant Comptroller of Accounting	Pay Grade 32
105	Assistant Comptroller of Budgets	Pay Grade 32
081	Auditor II	Pay Grade 28
217	Civil Engineer I	Pay Grade 28
218	Civil Engineer II	Pay Grade 30
219	Civil Engineer III	Pay Grade 33
240	Electrical Engineer I	Pay Grade 28
214	Surveyor I	Pay Grade 28
215	Surveyor II	Pay Grade 30
228	Engineer Trainee	Pay Grade 23

*** The following classes deviate from the pay plan and are paid the monthly rates as follows:

Effective Dates: A = 1991 January 01
 B = 1992 January 01
 C = 1992 April 09 (date of ratification)
 D = 1992 July 01
 E = 1993 January 01

<u>Class No.</u>	<u>Class Title</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
621-2	Building Cleaner	1962	2038	X	2068	2178
020	Control Room Operator	2904	2980	X	3010	3120
409	Pound Officer (Resident)	2046	2122	X	2152	2262
466	Public Health Inspector - Trainee	1568	1644	1714	1744	1854

Wages of Traffic Painter II temporarily upgraded to Traffic Painter III

An employee who is appointed to a Traffic Painter II position after March 19th, 1979, and is temporarily upgraded to Traffic Painter III for line striping purposes approximately from May to September, shall receive the higher rate of pay of the Traffic Painter III only for the times the Traffic Painter II actually works at line striping. A Traffic Painter II who is employed in that capacity as of March 19th, 1979, and by past practice has been temporarily upgraded to Traffic Painter III for line striping purposes shall receive payment for such work in accordance with established practice.

MONTHLY PAY PLANSALARY RANGES FOR CLASSES OF POSITIONS COVERED BY AGREEMENT

between

THE CITY OF VANCOUVER

and the

VANCOUVER MUNICIPAL AND REGIONAL EMPLOYEES' UNIONEffective 1991 January 01 - 1993 December 31

(Rates based on a 35-hour week)

Key: A = 1991 January 01
B = 1992 January 01

C = 1992 July 01
D = 1993 January 01

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
9	A	1577	1647	1723	1798	1880
	B	1653	1723	1799	1874	1956
	C	1683	1753	1829	1904	1986
	D	1793	1863	1939	2014	2096
10	A	1647	1723	1798	1880	1962
	B	1723	1799	1874	1956	2038
	C	1753	1829	1904	1986	2068
	D	1863	1939	2014	2096	2178
11	A	1723	1798	1880	1962	2049
	B	1799	1874	1956	2038	2125
	C	1829	1904	1986	2068	2155
	D	1939	2014	2096	2178	2265
12	A	1798	1880	1962	2049	2143
	B	1874	1956	2038	2125	2219
	C	1904	1986	2068	2155	2249
	D	2014	2096	2178	2265	2359

* Utiliser les taux
provises à la page 81
27/10/93
See note 5.5
page 5

SCHEDULE "A" (cont'd)

Page 27

Key: A = 1991 January 01
B = 1992 January 01

C = 1992 July 01
D = 1993 January 01

<u>Pay Grade</u>	<u>Effective Date.</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
13	A	1880	1962	2049	2143	2239
	B	1956	2038	2125	2219	2315
	C	1986	2068	2155	2249	2345
	D	2096	2178	2265	2359	2455
14	A	1962	2049	2143	2239	2340
	B	2038	2125	2219	2315	2416
	C	2068	2155	2249	2345	2446
	D	2178	2265	2359	2455	2556
15	A	2049	2143	2239	2340	2445
	B	2125	2219	2315	2416	2521
	C	2155	2249	2345	2446	2551
	D	2265	2359	2455	2556	2661
16	A	2143	2239	2340	2445	2556
	B	2219	2315	2416	2521	2632
	C	2249	2345	2446	2551	2662
	D	2359	2455	2556	2661	2772
17	A	2239	2340	2445	2556	2671
	B	2315	2416	2521	2632	2747
	C	2345	2446	2551	2662	2777
	D	2455	2556	2661	2772	2887
18	A	2340	2445	2556	2671	2790
	B	2416	2521	2632	2747	2866
	C	2446	2551	2662	2777	2896
	D	2556	2661	2772	2887	3006
19	A	2445	2556	2671	2790	2917
	B	2521	2632	2747	2866	2993
	C	2551	2662	2777	2896	3023
	D	2661	2772	2887	3006	3133

SCHEDULE "A" (cont'd)

Key: A = 1991 January 01
B = 1992 January 01

C = 1992 July 01
D = 1993 January 01

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
20	A	2556	2671	2790	2917	3050
	B	2632	2747	2866	2993	3126
	C	2662	2777	2896	3023	3156
	D	2772	2887	3006	3133	3266
21	A	2671	2790	2917	3050	3185
	B	2747	2866	2993	3126	3261
	C	2777	2896	3023	3156	3291
	D	2887	3006	3133	3266	3401
22	A	2790	2917	3050	3185	3326
	B	2866	2993	3126	3261	3402
	C	2896	3023	3156	3291	3432
	D	3006	3133	3266	3401	3542
23	A	2917	3050	3185	3326	3478
	B	2993	3126	3261	3402	3554
	C	3023	3156	3291	3432	3584
	D	3133	3266	3401	3542	3694
24	A	3050	3185	3326	3478	3637
	B	3126	3261	3402	3554	3713
	C	3156	3291	3432	3584	3743
	D	3266	3401	3542	3694	3853
25	A	3185	3326	3478	3637	3798
	B	3261	3402	3554	3713	3874
	C	3291	3432	3584	3743	3904
	D	3401	3542	3694	3853	4014
26	A	3326	3478	3637	3798	3969
	B	3402	3554	3713	3874	4045
	C	3432	3584	3743	3904	4075
	D	3542	3694	3853	4014	4185

SCHEDULE "A" (cont'd)

Page 29

Key: A = 1991 January 01
B = 1992 January 01

C = 1992 July 01
D = 1993 January 01

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
27	A	3478	3637	3798	3969	4148
	B	3554	3713	3874	4045	4224
	C	3584	3743	3904	4075	4254
	D	3694	3853	4014	4185	4364
28	A	3637	3798	3969	4148	4336
	B	3713	3874	4045	4224	4412
	C	3743	3904	4075	4254	4442
	D	3853	4014	4185	4364	4552
29	A	3798	3969	4148	4336	4531
	B	3874	4045	4224	4412	4607
	C	3904	4075	4254	4442	4637
	D	4014	4185	4364	4552	4747
30	A	3969	4148	4336	4531	4736
	B	4045	4224	4412	4607	4812
	C	4075	4254	4442	4637	4842
	D	4185	4364	4552	4747	4952
31	A	4148	4336	4531	4736	4950
	B	4224	4412	4607	4812	5026
	C	4254	4442	4637	4842	5056
	D	4364	4552	4747	4952	5166
32	A	4336	4531	4736	4950	5173
	B	4412	4607	4812	5026	5249
	C	4442	4637	4842	5056	5279
	D	4552	4747	4952	5166	5389
33	A	4531	4736	4950	5173	5407
	B	4607	4812	5026	5249	5483
	C	4637	4842	5056	5279	5513
	D	4747	4952	5166	5389	5623

BI-WEEKLY PAY PLAN

Effective 1991 January 01 - 1993 December 31
(Rates based on a 35-hour week)

Key: A = 1991 January 01 C = 1992 July 01
 B = 1992 January 01 D = 1993 January 01

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
9	A	725.36	757.56	792.52	827.02	864.73
	B	760.32	792.52	827.48	861.97	899.69
	C	774.12	806.32	841.27	875.77	913.49
	D	824.71	856.91	891.87	926.37	964.08
10	A	757.56	792.52	827.02	864.73	902.45
	B	792.52	827.48	861.97	899.69	937.41
	C	806.32	841.27	875.77	913.49	951.20
	D	856.91	891.87	926.37	964.08	1001.81
11	A	792.52	827.02	864.73	902.45	942.47
	B	827.48	861.97	899.69	937.41	977.42
	C	841.27	875.77	913.49	951.20	991.22
	D	891.87	926.37	964.08	1001.81	1041.82
12	A	827.02	864.73	902.45	942.47	985.71
	B	861.97	899.69	937.41	977.42	1020.66
	C	875.77	913.49	951.20	991.22	1034.46
	D	926.37	964.08	1001.81	1041.82	1085.06
13	A	864.73	902.45	942.47	985.71	1029.86
	B	899.69	937.41	977.42	1020.66	1064.82
	C	913.49	951.20	991.22	1034.46	1078.62
	D	964.08	1001.81	1041.82	1085.06	1129.21
14	A	902.45	942.47	985.71	1029.86	1076.31
	B	937.41	977.42	1020.66	1064.82	1111.27
	C	951.20	991.22	1034.46	1078.62	1125.08
	D	1001.81	1041.82	1085.06	1129.21	1175.67

SCHEDULE "A" (cont'd)

Page 31

Key: A = 1991 January 01
B = 1992 January 01

C = 1992 July 01
D = 1993 January 01

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
15	A	942.47	985.71	1029.86	1076.31	1124.61
	B	977.42	1020.66	1064.82	1111.27	1159.57
	C	991.22	1034.46	1078.62	1125.08	1173.37
	D	1041.82	1085.06	1129.21	1175.67	1223.96
16	A	985.71	1029.86	1076.31	1124.61	1175.67
	B	1020.66	1064.82	1111.27	1159.57	1210.62
	C	1034.46	1078.62	1125.08	1173.37	1224.43
	D	1085.06	1129.21	1175.67	1223.96	1275.02
17	A	1029.86	1076.31	1124.61	1175.67	1228.56
	B	1064.82	1111.27	1159.57	1210.62	1263.52
	C	1078.62	1125.08	1173.37	1224.43	1277.32
	D	1129.21	1175.67	1223.96	1275.02	1327.91
18	A	1076.31	1124.61	1175.67	1228.56	1283.30
	B	1111.27	1159.57	1210.62	1263.52	1318.25
	C	1125.08	1173.37	1224.43	1277.32	1332.06
	D	1175.67	1223.96	1275.02	1327.91	1382.65
19	A	1124.61	1175.67	1228.56	1283.30	1341.72
	B	1159.57	1210.62	1263.52	1318.25	1376.67
	C	1173.37	1224.43	1277.32	1332.06	1390.47
	D	1223.96	1275.02	1327.91	1382.65	1441.07
20	A	1175.67	1228.56	1283.30	1341.72	1402.89
	B	1210.62	1263.52	1318.25	1376.67	1437.85
	C	1224.43	1277.32	1332.06	1390.47	1451.65
	D	1275.02	1327.91	1382.65	1441.07	1502.24
21	A	1228.56	1283.30	1341.72	1402.89	1464.99
	B	1263.52	1318.25	1376.67	1437.85	1499.95
	C	1277.32	1332.06	1390.47	1451.65	1513.74
	D	1327.91	1382.65	1441.07	1502.24	1564.34

SCHEDULE "A" (cont'd)

Key: A = 1991 January 01
B = 1992 January 01

C = 1992 July 01
D = 1993 January 01

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
22	A	1283.30	1341.72	1402.89	1464.99	1529.84
	B	1318.25	1376.67	1437.85	1499.95	1564.79
	C	1332.06	1390.47	1451.65	1513.74	1578.60
	D	1382.65	1441.07	1502.24	1564.34	1629.19
23	A	1341.72	1402.89	1464.99	1529.84	1599.75
	B	1376.67	1437.85	1499.95	1564.79	1634.71
	C	1390.47	1451.65	1513.74	1578.60	1648.51
	D	1441.07	1502.24	1564.34	1629.19	1699.11
24	A	1402.89	1464.99	1529.84	1599.75	1672.89
	B	1437.85	1499.95	1564.79	1634.71	1707.85
	C	1451.65	1513.74	1578.60	1648.51	1721.64
	D	1502.24	1564.34	1629.19	1699.11	1772.24
25	A	1464.99	1529.84	1599.75	1672.89	1746.94
	B	1499.95	1564.79	1634.71	1707.85	1781.90
	C	1513.74	1578.60	1648.51	1721.64	1795.70
	D	1564.34	1629.19	1699.11	1772.24	1846.29
26	A	1529.84	1599.75	1672.89	1746.94	1825.60
	B	1564.79	1634.71	1707.85	1781.90	1860.55
	C	1578.60	1648.51	1721.64	1795.70	1874.36
	D	1629.19	1699.11	1772.24	1846.29	1924.95
27	A	1599.75	1672.89	1746.94	1825.60	1907.93
	B	1634.71	1707.85	1781.90	1860.55	1942.89
	C	1648.51	1721.64	1795.70	1874.36	1956.69
	D	1699.11	1772.24	1846.29	1924.95	2007.29
28	A	1672.89	1746.94	1825.60	1907.93	1994.41
	B	1707.85	1781.90	1860.55	1942.89	2029.36
	C	1721.64	1795.70	1874.36	1956.69	2043.16
	D	1772.24	1846.29	1924.95	2007.29	2093.76

SCHEDULE "A" (cont'd)

Page 33

Key: A = 1991 January 01
B = 1992 January 01

C = 1992 July 01
D = 1993 January 01

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
29	A	1746.94	1825.60	1907.93	1994.41	2084.10
	B	1781.90	1860.55	1942.89	2029.36	2119.05
	C	1795.70	1874.36	1956.69	2043.16	2132.85
	D	1846.29	1924.95	2007.29	2093.76	2183.45
30	A	1825.60	1907.93	1994.41	2084.10	2178.39
	B	1860.55	1942.89	2029.36	2119.05	2213.34
	C	1874.36	1956.69	2043.16	2132.85	2227.15
	D	1924.95	2007.29	2093.76	2183.45	2277.74
31	A	1907.93	1994.41	2084.10	2178.39	2276.82
	B	1942.89	2029.36	2119.05	2213.34	2311.78
	C	1956.69	2043.16	2132.85	2227.15	2325.58
	D	2007.29	2093.76	2183.45	2277.74	2376.17
32	A	1994.41	2084.10	2178.39	2276.82	2379.39
	B	2029.36	2119.05	2213.34	2311.78	2414.35
	C	2043.16	2132.85	2227.15	2325.58	2428.15
	D	2093.76	2183.45	2277.74	2376.17	2478.75
33	A	2084.10	2178.39	2276.82	2379.39	2487.02
	B	2119.05	2213.34	2311.78	2414.35	2521.98
	C	2132.85	2227.15	2325.58	2428.15	2535.78
	D	2183.45	2277.74	2376.17	2478.75	2586.37

SCHEDULE "A" (cont'd)

Page 34

HOURLY PAY PLAN

Effective 1991 January 01 - 1993 December 31
 (Rates based on a 35-hour week)

Key: A = 1991 January 01 C = 1992 July 01
 B = 1992 January 01 D = 1993 January 01

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
9	A	10.3623	10.8223	11.3217	11.8145	12.3533
	B	10.8617	11.3217	11.8211	12.3139	12.8527
	C	11.0588	11.5188	12.0182	12.5110	13.0498
	D	11.7816	12.2416	12.7410	13.2338	13.7926
10	A	10.8223	11.3217	11.8145	12.3533	12.8921
	B	11.3217	11.8211	12.3139	12.8527	13.3915
	C	11.5188	12.0182	12.5110	13.0498	13.5886
	D	12.2416	12.7410	13.2338	13.7726	14.3115
11	A	11.3217	11.8145	12.3533	12.8921	13.4638
	B	11.8211	12.3139	12.8527	13.3915	13.9632
	C	12.0182	12.5110	13.0498	13.5886	14.1603
	D	12.7410	13.2338	13.7726	14.3115	14.8831
12	A	11.8145	12.3533	12.8921	13.4638	14.0815
	B	12.3139	12.8527	13.3915	13.9632	14.5809
	C	12.5110	13.0498	13.5886	14.1603	14.7780
	D	13.2338	13.7726	14.3115	14.8831	15.5008
13	A	12.3533	12.8921	13.4638	14.0815	14.7123
	B	12.8527	13.3915	13.9632	14.5809	15.2117
	C	13.0498	13.5886	14.1603	14.7780	15.4088
	D	13.7726	14.3115	14.8831	15.5008	16.1316
14	A	12.8921	13.4638	14.0815	14.7123	15.3759
	B	13.3915	13.9632	14.5809	15.2117	15.8753
	C	13.5886	14.1603	14.7780	15.4088	16.0725
	D	14.3115	14.8831	15.5008	16.1316	16.7953

SCHEDULE "A" (cont'd)

Key: A = 1991 January 01
B = 1992 January 01

C = 1992 July 01
D = 1993 January 01

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
15	A	13.4638	14.0815	14.7123	15.3759	16.0659
	B	13.9632	14.5809	15.2117	15.8753	16.5653
	C	14.1603	14.7780	15.4088	16.0725	16.7624
	D	14.8831	15.5008	16.1316	16.7953	17.4852
16	A	14.0815	14.7123	15.3759	16.0659	16.7953
	B	14.5809	15.2117	15.8753	16.5653	17.2946
	C	14.7780	15.4088	16.0725	16.7624	17.4918
	D	15.5008	16.1316	16.7953	17.4852	18.2146
17	A	14.7123	15.3759	16.0659	16.7953	17.5509
	B	15.2117	15.8753	16.5653	17.2946	18.0503
	C	15.4088	16.0725	16.7624	17.4918	18.2474
	D	16.1316	16.7953	17.4852	18.2146	18.9702
18	A	15.3759	16.0659	16.7953	17.5509	18.3328
	B	15.8753	16.5653	17.2946	18.0503	18.8322
	C	16.0725	16.7624	17.4918	18.2474	19.0294
	D	16.7953	17.4852	18.2146	18.9702	19.7522
19	A	16.0659	16.7953	17.5509	18.3328	19.1674
	B	16.5653	17.2946	18.0503	18.8322	19.6667
	C	16.7624	17.4918	18.2474	19.0294	19.8639
	D	17.4852	18.2146	18.9702	19.7522	20.5867
20	A	16.7953	17.5509	18.3328	19.1674	20.0413
	B	17.2946	18.0503	18.8322	19.6667	20.5407
	C	17.4918	18.2474	19.0294	19.8639	20.7378
	D	18.2146	18.9702	19.7522	20.5867	21.4606
21	A	17.5509	18.3328	19.1674	20.0413	20.9284
	B	18.0503	18.8322	19.6667	20.5407	21.4278
	C	18.2474	19.0294	19.8639	20.7378	21.6249
	D	18.9702	19.7522	20.5867	21.4606	22.3477

SCHEDULE "A" (cont'd)

Key: A = 1991 January 01
B = 1992 January 01

C = 1992 July 01
D = 1993 January 01

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	
22	A	18,3328	19,1674	20,0413	20,9284	21,8549
	B	18,8322	19,6667	20,5407	21,4278	22,3542
	C	19,0294	19,8639	20,7378	21,6249	22,5514
	D	19,7522	20,5867	21,4606	22,3477	23,2742
23	A	19,1674	20,0413	20,9284	21,8549	22,8536
	B	19,6667	20,5407	21,4278	22,3542	23,3530
	C	19,8639	20,7378	21,6249	22,5514	23,5502
	D	20,5867	21,4606	22,3477	23,2742	24,2730
24	A	20,0413	20,9284	21,8549	22,8536	23,8984
	B	20,5407	21,4278	22,3542	23,3530	24,3978
	C	20,7378	21,6249	22,5514	23,5502	24,5949
	D	21,4606	22,3477	23,2742	24,2730	25,3177
25	A	20,9284	21,8549	22,8536	23,8984	24,9563
	B	21,4278	22,3542	23,3530	24,3978	25,4557
	C	21,6249	22,5514	23,5502	24,5949	25,6528
	D	22,3477	23,2742	24,2730	25,3177	26,3756
26	A	21,8549	22,8536	23,8984	24,9563	26,0800
	B	22,3542	23,3530	24,3978	25,4557	26,5793
	C	22,5514	23,5502	24,5949	25,6528	26,7765
	D	23,2742	24,2730	25,3177	26,3756	27,4993
27	A	22,8536	23,8984	24,9563	26,0800	27,2562
	B	23,3530	24,3978	25,4557	26,5793	27,7555
	C	23,5502	24,5949	25,6528	26,7765	27,9527
	D	24,2730	25,3177	26,3756	27,4993	28,6755
28	A	23,8984	24,9563	26,0800	27,2562	28,4915
	B	24,3978	25,4557	26,5793	27,7555	28,9909
	C	24,5949	25,6528	26,7765	27,9527	29,1880
	D	25,3177	26,3756	27,4993	28,6755	29,9108

SCHEDULE "A" (cont'd)

Key: A = 1991 January 01
 B = 1992 January 01

C = 1992 July 01
 D = 1993 January 01

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
29	A	24.9563	26.0800	27.2562	28.4915	29.7728
	B	25.4557	26.5793	27.7555	28.9909	30.2722
	C	25.6528	26.7765	27.9527	29.1880	30.4693
	D	26.3756	27.4993	28.6755	29.9108	31.1921
30	A	26.0800	27.2562	28.4915	29.7728	31.1198
	B	26.5793	27.7555	28.9909	30.2722	31.6192
	C	26.7765	27.9527	29.1880	30.4693	31.8164
	D	27.4993	28.6755	29.9108	31.1921	32.5392
31	A	27.2562	28.4915	29.7728	31.1198	32.5260
	B	27.7555	28.9909	30.2722	31.6192	33.0254
	C	27.9527	29.1880	30.4693	31.8164	33.2225
	D	28.6755	29.9108	31.1921	32.5392	33.9453
32	A	28.4915	29.7728	31.1198	32.5260	33.9913
	B	28.9909	30.2722	31.6192	33.0254	34.4907
	C	29.1880	30.4693	31.8164	33.2225	34.6879
	D	29.9108	31.1921	32.5392	33.9453	35.4107
33	A	29.7728	31.1198	32.5260	33.9913	35.5289
	B	30.2722	31.6192	33.0254	34.4907	36.0283
	C	30.4693	31.8164	33.2225	34.6879	36.2254
	D	31.1921	32.5392	33.9453	35.4107	36.9482

SCHEDULE "B"

This is the Schedule referred to in
Clauses 5, 6, 10 & 19 of this Agreement

PART A

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

- | | |
|----------------|--|
| Clause 5.5 | Derivation of bi-weekly rates for salaried employees |
| Clause 6. | Pay for Acting Senior Capacity |
| Clause 8. | Overtime, Call-out |
| Clause 8.4 | Meal Periods |
| Clause 8.5 | Meal Allowances |
| Clause 9. | Vacations & Public Holidays |
| Clause 10. | Employee Benefits |
| Clause 11.1(b) | Working Conditions (normal work clays) |
| Clause 11.2 | Posting Positions & Filling Vacancies |
| Clause 11.3 | Promotions, Transfers & Demotions |
| Clause 11.4 | Probationary Period |
| Clause 11.5 | Lay-offs & Bumping |
| Clause 11.6 | Recall |
| Clause 17. | Occupational Health Plan |

and Schedules "A", "C" and "D" (Part I)

SCHEDULE "B" (cont'd)

Page 2

PART B

In addition to the applicable terms and **conditions** referred to in Part A, the following special provisions apply to ~~Regular Part-Time Employees and Auxiliary Employees~~ other than those individuals named in ~~Part C~~ **Part C of this Schedule.**

1. OVERTIME

Regular Part-Time Employees and **Auxiliary Employees** who are required to work overtime shall be paid for such overtime in the following manner:

- (a) **Time and one-half (1½X)** for the first four (4) hours worked in excess of the normal daily hours in a day.
- (b) Double time (2X) for hours worked beyond four (4) hours in excess of the normal daily hours in a day.
- (c) Where **employees have** already performed **work** on five (5) days during the week, time and one-half (1½X) for any hours worked prior to noon on their sixth day of work in that week, double time (2X) for hours worked after 12 noon on their sixth day, and double time (2X) for all hours worked on their seventh day of work in that week.
- (d) Where a Regular Part-Time **Employee** or an Auxiliary Employee work in a classification normally occupied by a Regular Full-Time Employee for the purposes of applying overtime rates the normal daily and weekly hours of such Regular Part-Time Employee or Auxiliary Employee (as the case may be) shall be deemed to be those of the Regular Full-Time Employee.

2. MEAL PERIOD AND MEAL ALLOWANCE

- (a) Regular Part-Time Employees and Auxiliary Employees who are relieving in a full-time position shall be eligible for **Meal Periods** and **Meal Allowances** pursuant to Clauses 8.4 and 8.5 under the same terms and conditions that are applicable to a Regular Full-Time Employee.
- (b) Regular Part-Time Employees and Auxiliary Employees who are required to work on their sixth or seventh day of the week pursuant to Clause 1(c) above shall be eligible for **Meal Periods** and **Meal Allowances** pursuant to Clauses 8.4 and 8.5, except that the paid **Meal Period** will be at the applicable overtime rate pursuant to Clause 1(c) above.

3. BENEFITS AND PAYMENT IN LIEU OF BENEFITS

- 86
C.A.E
- P.S.
- (a) Auxiliary Employees shall be paid an amount equal to twelve percent (12%) of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including annual vacation, public holidays, **group life, medical**, extended health, dental, and those providing for time off with pay, provided however, that those Auxiliary Employees, upon the completion of 1500 hours of work within two (2) consecutive calendar years, shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings.
- (b) Effective within one (1) month following 1992 April 09, a Regular Part-Time **Employee** who occupies a position with a **regular** schedule of core hours each week equal to or greater than twenty (20) hours shall receive the following benefits:
- (i) a payment of ten percent (10%) of regular earnings in lieu of vacation and public holiday pay;
 - (ii) 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;
 - (iii) sick leave coverage on a prorated basis (including a proration of the maximum sick leave accumulation), calculated on the **Same** proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Regular **Part-Time** Employees shall qualify after the same eligibility period applicable to full-time employees except it shall be calendar months for Regular Part-Time Employees; and
 - (iv) WCB coverage on an approximate net pay basis after completion of six (6) calendar months of employment.
- (c) Where a Regular Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph 3(b) above, the employee's current service shall count towards the benefit eligibility periods.

Where a Regular Part-Time Employee's core hours are reduced such that the employee no longer qualifies for the benefits in paragraph 3(b) above, the benefit coverage will cease at the end of the month in which the hours are reduced and

the employee shall be paid a percentage in lieu of benefits pursuant to paragraph (d) commencing on the first of the month following the expiry of the benefit coverage.

- (d) All **Regular Part-Time** Employees not covered by paragraph (b) shall be paid an amount equal to twelve percent (12%) of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including those providing for time off with pay, provided however, that those Regular Part-Time Employees **who have worked the equivalent** of six (6) months shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings and shall be eligible for the benefits contained in paragraph (e) below.
- (e) Upon the completion of **six (6)** calendar months of employment, all Regular Part-Time Employees shall **also** be entitled on a prorated basis to the same Bereavement Leave and Court/Jury Duty Leave and on a full basis to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Regular Part-Time Employee shall not be paid the ten percent (10%), twelve percent (12%), or sixteen percent (16%) of regular earnings when on unpaid leave of absence.
- (f) No other benefits shall be provided to Regular Part-Time Employees unless expressly stated in this Clause.
- (g) Current Regular Part-Time Employees who qualify for benefits pursuant to paragraph (b) shall be provided, as soon as possible following 1992 April 09 but no later than two **(2)** calendar months from that date, with a one-time choice between continuing to receive a percentage in lieu of benefits or to receive benefits pursuant to paragraph (b). Employees who do **not** make an election shall continue to receive a percentage in lieu of benefits. Eligible Regular Part-Time Employees who elect to receive benefits shall be enrolled in the applicable benefits as soon as possible provided they have completed the respective eligibility periods (time worked prior to the date of ratification shall be considered but the benefits shall not be applied retroactively).

4. PUBLIC HOLIDAYS

A public holiday will be treated as a normal working day for Regular Part-Time Employees and Auxiliary Employees. Thus, an employee who works on a public holiday will be paid straight time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.

5. NORMAL DAILY AND WEEKLY HOURS

Normal daily and weekly hours shall be deemed to be eight (8) and forty (40) respectively for Regular Part-Time Employees and Auxiliary Employees except in the case of a Regular Part-Time Employee or an Auxiliary Employee working in a classification normally occupied by a Regular Full-Time Employee whose normal hours shall be deemed to be the normal hours of the Regular Part-Time Employee or Auxiliary Employee (as the case may be).

6. PAY INCREMENTS

Where ranges exist, eligibility for advancement from **one** step to the next (increment) shall be based on the completion of 1044 hours.

7. RESIGNATION, RE-EMPLOYMENT, LAY-OFF

Employees who **are** absent from the service for less than one (1) year shall have their seniority **and** placement **on** the increment scale reinstated upon re-employment,

8. COMPUTATION OF HOURLY RATES

Except as provided in Appendix 1 of Schedule "B" which is attached hereto and forms a **part** of this Schedule employees shall be paid an hourly rate established as follows:

- (a) Where the employee is employed in a job classification for which a monthly *salary* rate is set forth in Schedule "A", the Employer shall select the **appropriate** step in the *salary* range for that job classification and compute the hourly rate for the employee as **follows**:

$$\text{Hourly Rate} \quad - \quad \frac{\text{Normal Monthly Salary for the Class} \times 12}{\text{Normal Annual Hours for the Class}}$$

- (b)- Where the employee is employed in a job classification set forth in Schedule "A" and paid on a **bi-weekly** basis, the Employer shall select the appropriate step in the *salary* range for that job classification and compute the hourly rate for the employee as follows:

$$\text{Hourly Rate} \quad - \quad \frac{\text{Bi-weekly Salary}}{\text{Normal Bi-weekly Hours for the Class}}$$

SCHEDULE "B" (cont'd)

Page 6

- (c) Where the employee is employed in a position for which there is no classification designated in Schedule "A", the Director of Human Resources shall classify the position and establish an hourly rate therefor.

9. LEAVE FOR VACATION

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

PART C

In addition to the applicable terms and conditions referred to in Part A, the following special provisions apply to the following Regular Part-Time Employees and Auxiliary Employees at the Civic Theatres who elected in 1978 and again in 1981 to continue to receive such benefits, namely Fred Anderson.

1. OVERTIME

Employees who are required to work overtime shall be paid for such overtime in the following manner, namely:

An employee who is required to work overtime of one (1) hour or more in excess of seven (7) hours per day or thirty-five (35) hours in a week, except for the Building Service Worker I and Stage Door Attendant classes where overtime rates shall apply after seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours in a week will be paid at one and one-half (1½) times the regular hourly rate of the employee. All overtime worked in excess of four (4) hours in a week will be paid at double (2X) the regular hourly rate of the employee.

2. MEAL PERIOD AND MEAL ALLOWANCE

- (a) Employees who are relieving in a full-time position shall be eligible for Meal Periods and Meal Allowances pursuant to Clauses 8.4 and 8.5 under the same terms and conditions that are applicable to a Regular Full-Time Employee.
- (b) Employees who are required to work on their sixth or seventh day of the week shall be eligible for Meal Periods and Meal Allowances pursuant to Clauses 8.4 and 8.5, except that the paid Meal Period will be at the applicable overtime rate.

3. EMPLOYEE BENEFITS

Employees shall be entitled to the following benefits:

- (a) **The** Medical Services Plan and the Group Life Insurance Plan referred to in Clauses 10.2(a) and 10.3 respectively, of this Agreement. Group Insurance coverage referred to in Clause 10.3 of this Agreement is compulsory from the qualifying date, provided that as of the qualifying date the 65th birthday has not yet been attained by the employee.
- (b) Effective 1981 April 30, in any case where **an** eligible Regular **Part-Time Employee** opted for benefits coverage, the Employer will contribute its contractual portion of premiums pro-rated by the proportion of regular full-time weekly hours which the Regular Full-Time Employee normally works and the employee will be required to pay the balance of the premiums.
- (c) Effective 1981 April 30, Regular Part-Time Employees who have worked the equivalent of six (6) months, shall be entitled to the **same** Bereavement Leave, Maternity **Leave**, Adoption Leave and Jury Witness Duty provisions to which Regular Full-Time Employees **are** entitled on a pro-rated basis.
- (d) Vacation in lieu of four percent (**4%**) holiday pay on a pro rata basis of hours regularly worked and otherwise in accordance with Clause 9.1 of this Agreement.

PROVIDED, HOWEVER, that

- (i) If any employee is prevented from qualifying for those benefits referred to in subparagraphs 3(a) and 3(d) (hereinafter in this subparagraph 3 called "the benefits") by reason of the closure of the Civic Theatres (or **any** of them), the period during which such closure takes place shall not be considered as **an** interruption of the employee's service for the purposes of subparagraph 3.
- (ii) If subsequent to qualifying for the benefits **an** employee fails to work in any **one** (1) calendar month for any **reason** except illness or closure of the Civic Theatres (or **any** of them) as aforesaid or authorized leave of absence, then **that** employee shall be required to **again qualify** for the benefits.
- (iii) To requalify for the benefits after an absence, **an** employee must complete nine hundred **and** thirteen (913) hours of straight time work, by **working** in each **and** every calendar month of the period during which those hours

are accumulated. The Theatres Manager shall notify an employee as soon as possible of the employee's requalification for the benefits and the employee shall notify the Theatres Manager within thirty (30) days after receiving the notice that the employee requires medical and group life coverage or either of them (as the case may be).

4. PAY INCREMENT

When an employee has completed a minimum of five hundred (500) hours of straight time work, having worked in each and every calendar month of the period during which those hours were accumulated the employee shall be eligible for an increment (if any). If the employee's service is interrupted for more than a calendar month through closure of the Civic Theatres (or any of them), any previous accumulation of hours worked shall be retained by the employee.

If an employee is rehired within three (3) months after leaving the service of the Employer, that employee shall receive recognition for previous hours accumulated for increment purposes and such previous service shall be recognized in determining the appropriate step in the salary range upon rehire.

5. PUBLIC HOLIDAYS

Every employee who is required to work on New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day appointed by the City Council to be a civic holiday shall be paid one and one-half (1½) times the regular rate of pay for the hours worked.

6. COMPUTATION OF HOURLY RATES

Except as otherwise provided in Appendix I which is attached hereto and forms a part of this Schedule employees shall be paid an hourly rate established as follows:

- (a) Where the employee is employed in a job classification for which a monthly salary rate is set forth in Schedule "A", the Employer shall select the appropriate step in the salary range for that job classification and compute the hourly rate for the employee as follows:

$$\text{Hourly Rate} = \frac{\text{Normal Monthly Salary for the Class} \times 12}{\text{Normal Annual Hours for the Class}}$$

SCHEDULE "B" (cont'd)

- (b) Where the employee is employed in a job classification set forth in Schedule "A" and **paid on a bi-weekly basis**, the Employer shall **select** the appropriate step in the *salary* range for that job classification and compute the hourly rate for the employee **as follows**:

$$\text{Hourly Rate} = \frac{\text{Bi-weekly Salary}}{\text{Normal Bi-weekly hours for the Class}}$$

- (c) Where the employee is employed in a position for which there is no classification designated in Schedule "A", the Director of **Human** Resources shall **classify** the position and establish an hourly rate therefor.

APPENDIX 1 OF SCHEDULE "B"

This is the Appendix 1 referred to in
Clause 8 of Part B and Clause 6 of Part C of Schedule "B"

HOURLY RATES FOR CIVIC THEATRE CLASSES OF POSITIONS

Effective January 1, 1991 - December 31, 1993

Key: A = 1991 January 01 C = 1992 April 09 E = 1993 January 01
 B = 1992 January 01 D = 1992 July 01

<u>Class Title</u>	<u>Pay Grade</u>	<u>Class No.</u>	<u>Effective Date</u>	<u>Steps:</u>				
				<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Theatre Attendant I	11	8336	A	10.82	11.32	11.81	12.35	12.89
			B	11.32	11.82	12.31	12.85	13.39
			C	11.82	12.31	12.85	13.39	13.96
			D	12.02	12.51	13.05	13.59	14.16
			E	12.74	13.23	13.77	14.31	14.88
Theatre Attendant II*	12	8337	A	11.82	12.35	12.89	13.46	14.08
			B	12.32	12.85	13.39	13.96	14.58
			C	-	-	-	-	-
			D	12.52	13.05	13.59	14.16	14.78
			E	13.24	13.77	14.31	14.88	15.50
Theatre Attendant III	17	8338	A	14.71	15.38	16.07	16.80	17.55
			B	15.21	15.88	16.57	17.30	18.05
			C	-	-	-	-	-
			D	15.41	16.07	16.76	17.50	18.25
			E	16.13	16.80	17.49	18.22	18.97

*Top 2 steps only of range because of requirement to supervise Theatre Attendant Is.

Note: Only the Theatre Attendant I received a pay equity adjustment effective 1992 April 09.

Hourly rates are based on the conversion formula contained in Schedule "B", item 6.

SCHEDULE "C"**SUPPLEMENTARY VACATIONS: EXPLANATION OF THE TABLE**

In the table the figure to the **left** of the oblique stroke **shows the** number of working days of regular **annual** vacation. i.e., 15 days from **the** second to the ninth **calendar year** of service; 20 days from the 10th to the 17th; **25 days** from the 18th to the **25th**; **30 days** in the 26th **and all** subsequent calendar **years** of service.

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

Example:

An employee hired in 1978 is in their 16th calendar year **during** 1993. The employee in 1993 will be credited **with 5** supplementary working **days** which **may** be taken at **any** time between 1993 and 1997, both years included. In 1998 the employee will **be** credited with a further **5** supplementary working **days**, etc.

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

SCHEDULE "C" (cont'd)

**TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION
ENTITLEMENT IN WORKING DAYS FOR THE YEARS 1991 TO 2000 BY YEAR HIKE**

Year Hired	ENTITLEMENT YEAR									
	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000
1993	-	-	-	15/-	15/-	15/-	15/-	15/-	15/-	15/-
1992			15/-	15/-	15/-	15/-	15/-	15/-	15/-	15/-
1991		15/-	15/-	15/-	15/-	15/-	15/-	15/-	15/-	20/-
1990	15/-	15/-	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/5
	5/-	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/5	20/-
1988	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/5	20/-	20/-
1987	15/-	15/-	15/-	15/-	15/-	20/-	20/5	20/-	20/-	20/-
1986	15/-	15/-	15/-	15/-	20/-	20/5	20/-	20/-	20/-	20/-
1985	15/-	15/-	15/-	20/-	20/5	20/-	20/-	20/-	20/-	20/5
1984	15/-	15/-	20/-	20/5	20/-	20/-	20/-	20/-	20/5	20/-
1983	15/-	20/-	20/5	20/-	20/-	20/-	20/-	20/5	20/-	25/-
1982	20/-	20/5	20/-	20/-	20/-	20/-	20/5	20/-	25/-	25/-
1981	20/5	20/-	20/-	20/-	20/-	20/5	20/-	25/-	25/-	25/-
1980	20/-	20/-	20/-	20/-	20/5	20/-	25/-	25/-	25/-	25/5
1979	20/-	20/-	20/-	20/5	20/-	25/-	25/-	25/-	25/5	25/-
1978	20/-	20/-	20/5	20/-	25/-	25/-	25/-	25/5	25/-	25/-
1977	20/-	20/5	20/-	25/-	25/-	25/-	25/5	25/-	25/-	25/-
1976	20/5	20/-	25/-	25/-	25/-	25/5	25/-	25/-	25/-	25/-
1975	20/-	25/-	25/-	25/-	25/5	25/-	25/-	25/-	25/-	30/5
1974	25/-	25/-	25/-	25/5	25/-	25/-	25/-	25/-	30/5	30/-
1973	25/-	25/-	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-
1972	25/-	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-
1971	25/5	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-
1970	25/-	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-	30/5
1969	25/-	25/-	25/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1968	25/-	25/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1967	25/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1966	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1965	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1964	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1963	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1962	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1961	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1960	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1959	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1958	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1957	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1956	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1955	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1954	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1953	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
	0/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1951	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-

SCHEDULE "D"

PART I

**This is the Schedule referred to in
Clause 19 and Schedule "B" of this Agreement**

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

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

2. 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.

Agreement Resulting from Local Negotiations

3. Non-Standard Work Week - Health Department

The **Union** agrees to engage in discussions with the Director of Human Resources and the City Medical Health Officer designed to solve the problem of staffing of night clinics, taking into account such considerations as flexible hours, regular or permanent night shifts **and**, subject to the approval of the Union's Executive Board, the taking of overtime only in the form of compensating time off.

SCHEDULE "D", Part I (cont'd)

4. Miscellaneous Matters--Civic Theatres

It is **agreed that the Theatre Manager shall provide prior notice to the Theatre Attendant III concerning security arrangements for performances whenever possible.**

APPENDIX "C"

This is the Appendix referred to in
Section 1 of Part I of Schedule "D"

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

because of the absence of the incumbent of that senior position due to the compressed work week.

8. In order to establish the length of the compressed **work** day and the compressed work week, the parties are to be governed by the principle that the basic **annual** working hours less basic annual public holiday hours and less basic **annual** rest period allowances are to remain the **same** under the compressed work week as they were under the standard **work week**,

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

- (a) Revert to a standard 5-day **week** in any week when a public holiday occurs;
- (b) Change days off **during any week** when a public holiday occurs in order that each employee will **work** on 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 "C"), the doubt shall **be** resolved by reference to the basic principle agreed upon by all parties to this Memorandum, **i.e.**, there shall be no additional **salary** or benefit cost to the Employer, and no reduction in the salaries or benefits received by the employees.
10. In the event **any** Employer and its respective Union wish to amend or continue an existing experimental compressed **work week**, or wish to introduce a compressed **work week**, they **will** be required to obtain the approval of the Joint **Language** Sub-Committee with respect to their proposed formula for converting employee fringe benefits.

SCHEDULE "D"**PART II**

This is the Schedule referred to in
Clause 19 of this Agreement

1979 Negotiations

1. **A** standing Committee of four **(4)** persons shall be formed to study flexibility in the hours of work for Inspectors in the Permits and Licenses Department of the City of Vancouver. The Committee **shall** include the Director of Permits and Licenses, an Inspector, and a member from each negotiating committee. The Committee shall **be** advisory only **and** shall **report** back to the negotiating committees at **a** later date.

PART III**1981 Local Negotiations**

1. **Effective** April 30, 1981 the normal **work week** of employees hired as physiotherapists or occupational therapists shall be thirty-five (35) hours. The normal work week of employees hired as physiotherapists and occupational therapists **prior** to **April 30, 1981,** **shall** continue to be thirty-six (36) hours **and** such employees **shall** continue to receive annually one (1) **week** of vacation in addition to the vacation to which they **are** entitled under Clause 9 of this Agreement.
2. The parties agree to establish **a** Safety Committee at the Downtown Community Health Clinic (DCHC). **The Committee shall** study the dangers inherent in **the work** environment and recommend to the Employer and the Union methods for controlling and protecting the employees' safety. Implementation shall occur **as soon as** possible following the agreement **of** the principals with the recommendations of the Committee.

SCHEDULE "D"PART IV

This is the Schedule referred to in
Clause 19 of this Agreement

1983-1985 Negotiations1. Committee to Review Agreement Language

Effective as soon **as** possible following 1984 July 11, a joint committee shall be struck for the purpose of reviewing the language **and** organization of the Collective Agreements **of** the Common Employer **and to recommend changes to provide** greater **clarity** and simplicity of language **and** to provide **a** more rational **and** accessible organization of contractual provisions. The joint **committee** shall include an **equal** number of representatives **from** the Employer* **and** the Union. The committee shall report its recommendations to the respective bargaining committee!; for the renewal of the Collective Agreement,

* including **a** representative from the Greater Vancouver Regional District's Labour Relations Department.

2. Committee to Discuss Seniority for Regular Part-Time and Auxiliary Employees

Effective four months following 1984 July 11, a joint committee shall be **struck** for the purpose of discussing the applicability of seniority to Regular Part-Time **and Auxiliary Employees**. The joint committee shall include **an** equal number of representatives from the Employer" **and** the Union,

* including **a** representative from the Greater Vancouver Regional District's **Labour Relations** Department.

SCHEDULE "D"PART V

This is the Schedule referred to in
Clause 19 of this Agreement

1986-1987 Negotiations1. Traffic Paint Shop

Effective 1986 July 01, the Employer **and** the Union agree that shifts may be established commencing not earlier than 4 a.m., between April 01 **and** September 30 for the Traffic Paint Shop **of** the Engineering Department. A shift premium shall apply in accordance with Clause 5.2 of the Agreement.

2. Job Sharing

As soon as possible following 1986 July 07, a Joint Committee shall be established consisting of three (3) representatives of the Union **and** three (3) representatives of the Employer to discuss the Union's proposal relative to **Job** Sharing. The Committee shall report its findings and recommendations **to** the respective bargaining committees for the renewal of the next Collective Agreement, Where **a** recommendation is approved by the principals **of** both parties, such recommendation may be implemented prior to the next round of collective bargaining.

3. Storekeepers

Effective 1986 July 07, the Employer **and** the Union agree that Regular Full-Time Employees in "Storeman 1", "Storeman 2" and "Automotive Partsman" classifications under CUPE 1004 jurisdiction may compete for "Storekeeper" positions in Central **and** Automotive Stores under the VMREU jurisdiction on **an equal** basis with employees in the VMREU. Henceforth, it is further agreed that a successful applicant to a "Storekeeper" position who held the position of "Storeman 1", "Storeman 2" or "Automotive Partsman" at the time of appointment to the "Storekeeper" position, shall be credited with the length **of** continuous full-time service with the Employer for purposes of seniority, and service-related benefits.

4. Schedule "B" - Pay Rates Upon Promotion

As soon as possible following 1986 July 07, a Joint Committee shall be established consisting **of** three (3) representatives **of** the Union and three (3) representatives of the Employer. The Committee shall review the Union's bargaining proposal relative to removing Clause 10.5(c) of the 1983-85 Collective Agreement from the list of

SCHEDULE "D" - Part V (cont'd)

Page 2

exemptions in Schedule "B". The Committee shall report its findings and any recommendations to respective bargaining committees for the renewal of the next Collective Agreements. Where a recommendation is approved by the principals of both parties, such recommendation may be implemented prior to the next round of collective bargaining.

SCHEDULE "D"

PART VI

This is the Schedule referred to in
Clause 19 of this Agreement

1988-1990 Negotiations

1. Gratuity Experiment

For a **period** of **two (2)** years, from 1989 January 01 to 1990 December 31, the Employer and the Union agree to **amend** the crediting and debiting of gratuity days from **an annual** basis to one (1) working day for every four **(4)** months of continuous service. An illness that commences in one four **(4)** month **period and** continues into a subsequent four **(4)** month **period** shall not affect the employee's gratuity credit for the latter four **(4)** month period. All other aspects of the Gratuity Plan shall remain unaffected by this experiment. Effective 1991 January 01, the parties shall revert to crediting and debiting gratuity days **on an annual** basis as outlined in the Collective Agreement.

During the experiment a Joint Committee shall be established consisting of not more than three **(3)** representatives of the Employer and ~~three~~ **(3)** representatives of the Union. The Committee shall review the impact of the gratuity experiment **on the use** of Sick Leave **and** shall report its **recommendations** to the respective bargaining committees for the renewal of the next Collective Agreement. Where a recommendation is approved by the principals of both parties, **such** recommendation may be implemented prior to the next round of collective bargaining,

2. Pay Anomalies. Definition of Regular Rate of Pay and Derivation of Bi-weekly Rates

As soon as possible following the date of ratification of the Joint Memorandum of Agreement, a Joint Committee shall be established consisting of not ~~more~~ **than** three **(3)** representatives of the Employer and not more than three **(3)** representatives of the Union. The Committee shall review the Union's bargaining proposal on Pay Anomalies and the Employer's bargaining proposals **on** Definition of Regular Rate of Pay **and** Derivation of Bi-weekly Rates. The Committee shall report its findings **and any** recommendations to their respective bargaining committees for the renewal of the next Collective Agreement. Where a **recommendation** is approved by the principals of both parties, such recommendation may be implemented prior to the next round of collective bargaining.

SCHEDULE "D"

PART VII

This is the Schedule referred to in
Clause 19 of this Agreement

1991-1993 Negotiations

1. Local Benefits Committee

Within four (4) months following 1992 April 09, a Local Benefits Committee shall be **established** consisting of not more than three (3) representatives of the Union and three (3) representatives **of the** Employer (including a representative of the **GVRD** Labour Relations Department).

The Committee shall meet **as often** as necessary to study, review and discuss potential changes to Health **and** Welfare Benefit and Sick **Leave** Plans, including qualifying times, cost-sharing, and **Long** Term Disability.

The Committee shall report its findings and recommendations to the parties. Where a recommendation is approved by the principals of both parties, such recommendation **may** be implemented prior **to** the next round of collective bargaining.

2. Unresolved Part-Time Issues

(a) Part-Time Review

Effective 1992 April 09, the Employer agrees to conduct a further review of the **application** of the employee definitions in the golf courses and other City departments where there has been **a** significant change in auxiliary staffing levels or work scheduling.

(b) Pay Rates Upon Promotion

The Employer undertakes to report on this matter to City Council by 1992 June 30th.

3. Joint Regional Committee - Public Holidays

Within four (4) months of 1992 April 09, a Joint Regional **Committee** shall be established for the purpose of developing **more** understandable public holiday language. The Joint Committee **shall** consist of three (3) representatives of **the Unions** and three (3) representatives **of the** Employers and shall report its recommendations no later than 1993

SCHEDULE "D". Part VII (cont'd)

Page 2

September 30. Where the principals of **an** individual Employer and Union both approve the recommendations, **such recommendations** may be implemented prior to the next round of collective bargaining.

SCHEDULE "E"

This is the Schedule referred to in
Clause 19 of this Agreement.

EMPLOYMENT STANDARDS ACT PRINCIPLES

Effective 1984 July 11 the parties agree that the following principles are implicit in and form part of the terms of the Collective Agreement:

- (1) That, except where a provision in the Agreement or a currently accepted practice specifically contemplates otherwise, (for example, the Overtime, Callout and non-standard work week provisions) employees shall have not less than eight (8) consecutive hours free from work between each shift worked and not less than thirty-two (32) consecutive hours free from work between each week. Where an employee is required to work within the eight (8) or thirty-two (32) hour free period, the time worked during the work free period shall be subject to the appropriate overtime provisions.
- (2) That where an employee works a split shift, the shift shall be completed within twelve (12) hours of commencing such shift.
- (3) The eating period provided under the "Hours of Work" provision of the Agreement shall be scheduled so as to prevent an employee from working more than five (5) consecutive hours without an eating period. Commencing one (1) month following 1984 July 11 Regular Part-Time and Auxiliary Employees shall not work more than five (5) consecutive hours without an unpaid eating period.
- (4) Effective 1986 July 07, a Regular Full-Time Employee or Temporary Full-Time Employee of the Civic Buildings' Department shall not receive less than twenty-four (24) hours' notice of a change in a previously scheduled shift. Where an employee is not provided such notice, pay shall be at the appropriate overtime provision for all time worked outside the previously scheduled shift.

SCHEDULE "F"

This is the Schedule referred to in
Clauses 9.4 and 19 of this Agreement

EMPLOYEES RECEIVING PAID LEAVE IN LIEU OF SERVICE PAY

As of 1992 April 09, the following are those employees who receive paid leave in lieu of Service Pay and their annual entitlement in hours are:

<u>Employee Name</u>	<u>Annual Entitlement</u>
Cheng, L.	7.00
Haughey, J.	7.00
Mahoney, M.B.	15.00
Marjoram, S.E.	15.00
Mastro Monaco, D.	15.00
Stevens, R.G.	7.00
Worrall, K.	7.00