

**1997-1999**  
**COLLECTIVE AGREEMENT**  
 between the  
CITY OF VANCOUVER  
 and the  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 15

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THIS AGREEMENT made and entered into as of 1997 January 01,

BETWEEN:

**THE CITY OF VANCOUVER**  
(hereinafter called "the Employer")

OF THE FIRST PART

AND:

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

OF THE SECOND PART

WHEREAS:

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

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

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

**THIS AGREEMENT** shall constitute the wages and working conditions for the employees of the Employer covered by this Agreement.

## 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 and the Board of Parks and Recreation of the **City** of Vancouver 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 1997 January 01 to 1999 December 31, both dates inclusive. Should either party at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code, this Agreement shall continue in full force and effect, and neither party shall make any change or alter the terms of this Agreement until:

- (a) the Union lawfully strikes in accordance with the provisions of the Labour Relations Code; or
- (b) the Employer lawfully locks out in accordance with the provisions of the Labour Relations Code; or
- (c) the parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement;

whichever occurs first.

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

## 3. UNION SECURITY

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

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



#### 4. RIGHTS OF MANAGEMENT

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

#### 5. REMUNERATION

##### 5.1 Salary Schedule

- (a) The scale of remuneration set out in Schedule "A" 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 Executive Designate and the Bargaining Committee of the Union have been consulted.
- (b) Where anomalies as submitted during negotiations are not concluded to the satisfaction of both parties, then they will give consideration to the submitting of such anomalies to a Board of Arbitration as constituted under Clause 13.3.

##### 5.2 Shift Premium

The employees in the classes listed below, as well as any other positions by mutual agreement of the Employer and the Union shall be paid a shift premium of 75¢ 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 premium shall apply to the entire shift:

- (1) Animal Control Officer classes
- (2) Building Maintenance and Services classes (includes Supervisor, Worker and Working Supervisor - Building Services)
- (3) Building Cleaner
- (4) By-Law Process Server
- (5) Computer Operator classes
- (6) Contract Services Inspector
- (7) Data Conversion classes
- (8) Janitorial Security Guard
- (9) Kitchen Attendant classes
- (10) Parking Enforcement classes
- (11) Residence Attendant
- (12) Security classes

- (13) Stationary Engineer classes
- (14) Traffic Painter classes
- (15) Weighmaster classes
- (16) Yard Services Supervisor

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

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

### 5.4 Effective Date for Individual Adjustments

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

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

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

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

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

### 5.6 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 Clause 10.15 and Schedule "B" annexed hereto.

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

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

6. PAY FOR ACTING SENIOR CAPACITY

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, STANDBY AND MEAL BREAKS

8.1 Overtime

- (a) Any employee who is required to work overtime shall at the time of working such overtime elect whether to be paid for it or receive compensating time ~~off~~ in lieu thereof
- (b) Regular Full-Time Employees and Temporary Full-Time Employees shall be entitled to overtime compensation for all overtime worked:
  - (1) immediately following the employee's regular ~~shift~~;
  - (2) immediately preceding the employee's regular ~~shift~~ consequent upon an oral or written notice given prior to the end of the employee's previous ~~shift~~;
  - (3) at any other time than at the times set forth in items (1) or (2) of this Clause 8.1(b) consequent upon an oral or written notice given prior to the end of the employee's previous ~~shift~~.

- (c) 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:
- (1) time and one-half the regular rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular **shift on** any regular working day of the employee;
  - (2) double the regular rate of pay for **all** overtime **in** excess of the first two (2) hours thereof worked immediately preceding or immediately following an employee's regular shift **on** any regular working day of the employee;
  - (3) double the regular rate of pay for all overtime worked at any other time than at the times set forth **in** items (1) or (2) of this Clause 8.1(c). Employees shall be paid a minimum of one and one-half (1½) hours at double time for overtime worked pursuant to this paragraph (c)(3).
- (d) **An** employee who elects to receive compensating time **off** in lieu of being paid for overtime shall be credited with compensating time **off** equivalent to the number of hours for which the employee would have been paid for the overtime so worked at the rate or rates of pay in effect at the time such overtime was worked. (Such overtime shall be calculated in the manner set forth in Clauses 8.1(b) and 8.1(c).) **An** employee shall not take any 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 any time **after** the completion of the regular **shift**, except where such employee **is** required to work overtime **as** a consequence of **an** oral or written notice given prior to the end of the employee's previous **shift as** provided in Clause 8.1(b), shall be paid at the rate of double the regular rate of pay for the time actually worked and **in** addition thereto 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) 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 (%) 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 (½) hour's pay at the rate provided in this Clause 8.3.

8.4 Meal Periods

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

(1) During Overtime

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

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

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

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

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

(b) For each meal break given to an employee under this Clause 8.4(a)(1), (2), or (3) the employee shall be paid one-half ( $\frac{1}{2}$ ) 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)(1), (2), or (3), it shall be taken as **soon as** practicable and in addition the Employer shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time **as** the employee would have been otherwise entitled to **a** paid meal break.

## 9. VACATIONS AND PUBLIC HOLIDAYS

### 9.1 Vacations

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

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

#### PROVIDED **THAT**

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

- if retiring prior to April 1st, they receive half of the usual annual vacation;
  - if retiring April 1st or later, they receive the **full** annual vacation.
- (k) **An** employee who is entitled to **annual** vacation of twenty (20) working days or more in any year:
- (1) shall take at least **fifteen (15) working** days of such annual vacation during the year in which it is earned, and
  - (2) may defer the taking of any part of such annual vacation in excess of **fifteen (15) working** days; provided however that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause **9.1(k)** shall be **twenty (20) working** days.
- (l) **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 employee to use such banked vacation under other circumstances.

## 9.2 Supplementary Vacation

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

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



### 9.3 Public Holidays

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

**PROVIDED THAT :**

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

**EXCEPT THAT :**

Whenever Christmas Day and Boxing Day fall on Saturday and Sunday respectively and the Government of Canada and the Government of the Province of British Columbia or either of them proclaim that such public holidays be observed on **two (2)** days other than Saturday and Sunday then the days so proclaimed shall be read in substitution for such public holidays. If there is no such proclamation by either of such governments in respect of one or the other 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.

- (2) 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:
- (1) if such an employee works **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;
  - (2) 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**;
  - (3) 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);
  - (4) 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)(2) 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)(2) unless the employee is entitled to that holiday with pay in lieu of a public holiday.

## 10. EMPLOYEE BENEFITS

It is hereby agreed that the employee benefits contained herein shall be continued for the term of the Agreement. Except as provided for in Clause 10.15, benefits for Regular Part-Time Employees are set out in Schedule "B" of this Agreement.

### 10.1 Benefit Administration

Subject only to Schedule "D", Part 2.3, 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

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 seventy-five percent (**75%**) of the premium and the employees paying twenty-five percent (**25%**) of the premium.

(b) Extended Health Care Plan

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, a vision care option (**\$150.00** per person, payable per twenty-four **(24)** month period; effective 1998 January **01**, **\$200.00** per person, payable per twenty-four **(24)** month period; effective 1999 January **01**, **\$250.00** per person, payable per twenty-four **(24)** month period), coverage for hearing aids (**\$700** over 60 months), orthopedic shoes, diabetic equipment and supplies, ostomy supplies, and clinical psychologist services (\$600 per year). Effective **1997** September **01**, the EHB lifetime maximum coverage under this Plan ~~will~~ be \$1,000,000 per person.

The Employer shall pay seventy-five percent (**75%**) of the premium and the employees shall pay twenty-five percent (**25%**) of the premium. Effective 1998 January **01**, the Employer shall pay one hundred percent (100%) of the premium.

10.3 Group Life Insurance

- (a) Temporary Full-Time Employees who have completed ~~six~~ (6) months' continuous service and Regular Full-Time Employees shall be insured under a group life insurance policy which has been taken out by the Employer on behalf of the employees. The group life insurance policy includes among other benefits coverage for each of such employees in ~~an~~ amount equal to one and one-half (1½) times the employees' basic annual salary which shall be computed to the next highest \$1,000.00 subject to the terms and conditions of the group life insurance policy. The Employer shall pay seventy-five percent (**75%**) of the premium and the active employees shall pay twenty-five percent (**25%**) of the premium.

(b) Optional Group Life Insurance

Effective as ~~soon~~ as possible following **1997** August **26**, subject to the provisions of the Plan, eligible employees shall be entitled to purchase optional Group Life Insurance coverage in units of ten thousand dollars (\$10,000) up to a maximum of two hundred and fifty thousand dollars (\$250,000). The employee shall pay one hundred percent (**100%**) of the premiums for the optional coverage.

10.4 Dental Services Plan

The Employer agrees to provide a dental **plan** for the benefit of Regular **Full-Time** Employees who have completed six (6) months of continuous service and Temporary

Full-Time Employees who have completed twelve **(12)** months of continuous service, which provides for the following services:

- (a) Basic Dental Services (Plan A) paying for 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 and adults **as** defined by the Plan; effective 1998 January **01**, the lifetime maximum shall be **\$1750**; effective 1999 January 01, the lifetime maximum shall be \$2000;
- (d) The Employer shall pay seventy-five percent **(75%)** of the premium and the employees shall pay twenty-five percent **(25%)** of the premium.

#### 10.5 Same Sex Benefit Coverage

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

#### 10.6 Sick Leave and Gratuity Plan

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:

- (a) No sick leave with pay shall be granted **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 (1%) 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 credits for all hours absent with pay due to illness except those resulting **from an accident on** the job for which the employee is covered by Workers' Compensation payments.

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

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

- (h) **Full** sick leave credits will be given for absence in the following circumstances:
  - (1) Accident on job (Workers' Compensation case)
  - (2) Leave due to illness, either with or without pay
  - (3) Leave for active **service** in Armed Forces.
- (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

(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 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 employee paying the same with the number of days of sick leave proportionate to the amount

so recovered, and in addition thereto the number of days which the employee would have earned under the Gratuity **Plan** during the period of the disability but for such disability.

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

Employees receiving Workers' Compensation Allowance for a recurrence of **an injury** or ailment suffered prior to employment on the Employer's salaried 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

A deduction is made from the current year's gratuity credits for all days absent on sick leave with pay, except that such deduction shall not exceed three (3) working days in any one (1) calendar year, or for any one illness. The total gratuity credited to each employee at December 31st of each calendar year will remain to such employee's credit regardless of time lost in any subsequent year through illness or any other reason.

### (3) Establishment

- (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.

(5) Payment in Cash

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

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

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

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

C. Family Illness

Effective 1997 August 26, where no one other than the employee *can* provide for the needs of an immediate member of the employee's family (spouse, child, parent) during an illness, an employee shall be entitled, after notifying the employee's immediate Supervisor, to use up to two (2) accumulated sick leave days per calendar year for this purpose. In exceptional circumstances the employee's Manager may approve additional leave.

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

10.7 Vancouver Employees' Savings Plan

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

10.8 Compassionate Leave

- (a) In the event of the death of an employee's spouse (including common-law spouse and same sex partner), child, ward, foster child, brother, sister, parent, parent-in-law, grandparent, grandchild, guardian, or other relative if living in the employee's household, the employee shall be granted a period of leave not to exceed three (3) working days without loss of pay. For purposes of Compassionate Leave, employees in same sex relationships as defined under Clause 10.5 shall be entitled to the provisions of this clause.
- (b) Any employee who qualifies for compassionate leave without **loss** of pay under Clause 10.8(a), and who is required to travel to a point outside the Lower Mainland of British Columbia (defined **as** the area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam 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 compassionate leave without loss of pay under Clause 10.8(a) herein may be granted such leave when on annual vacation if approved by the 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 (½) day without loss of pay in order to attend a funeral **as** a pallbearer or a mourner in any case other than one covered by Clause 10.8(a).

## 10.9 Maternity and Parental Leave

### (a) Length of Leave

#### (1) Birth Mother

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

**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 commence the leave within fifty-two (**52**) weeks of the child's birth or date the child comes within the care and custody of the employee. **An** employee shall be entitled to an extension of up to fourteen (14) (effective 1997 August 16, eighteen (**18**)) consecutive weeks without pay immediately following the parental leave.

#### (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

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

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

(b) Effect of Leave of Absence on Vacation Allowance

The vacation allowance of any employee shall be reduced for **time** absent without pay in excess of one (1) month in **any** calendar year. The reduction for absence in excess of one (1) month shall be one-twelfth (1/12) of the vacation allowance to the nearest half-day for each excess month or portion of a month greater **than** one-half (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** act on the request in accordance with the following regulations:

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

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

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

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

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

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

- (3) That the Employer **will** consider on **an** individual basis, other requests, and will rule on the basis of whether or not the course is of direct value to the Employer.
- (4) That employees **who** write examinations that are not subject to **time off** with pay be allowed 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(%) 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 Director of Finance.

(b) Expenses Incurred

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

(c) Method of Reporting

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

10.12 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 Payroll Division will make deductions subject to the following:

- (a) Changes in deductions 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.

### 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 Human Resources will decide the appropriate step in the **salary** range in each case.

### 10.14 Pension (Municipal) Act

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

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

- (a) **A** Regular Part-Time Employee who occupies a position with a regular schedule of core hours each week equal to or greater than seventeen and one-half (17%) hours, shall receive the following benefits:
- (1) a payment **of** ten percent (10%) **of** regular earnings in lieu of vacation and public holiday pay;
  - (2) Medical, Extended Health, Group Life and Dental **on** the same basis **as** full-time employees except the eligibility periods shall be calendar months; the Employer shall pay their contractual portion of the premiums for Extended Health, Group Life, and Dental, and the employee shall pay 100% of the premium for Medical;



- (3) sick leave coverage on a prorated basis (including a proration of the maximum sick leave accumulation), calculated on the same proportionate basis as the Regular Part-Time Employee's weekly schedule of **core** hours bears to the full-time hours for that class of positions; Regular Part-Time Employees shall **qualify** after the same eligibility period applicable to full-time employees except it shall be calendar months for Regular Part-Time Employees; and
  - (4) WCB coverage on **an** approximate net pay basis after completion of **six** (6) calendar months of employment.
- (b) Where a Regular Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph (a) 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 (a) 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 (c) commencing on the first of the month following the **expiry** of the benefit coverage.

- (c) All Regular Part-Time Employees not covered by paragraph (a) shall be paid **an** amount equal to 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 (d) below.
- (d) Upon the completion of **six** (6) calendar months of employment, all Regular Part-Time Employees shall also be entitled on **a** prorated basis to the Same Bereavement Leave and Court/Jury Duty Leave and on a full basis to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Regular Part-Time Employee shall not be paid the ten percent (10%), twelve percent (12%), or sixteen percent (16%) of regular earnings when on unpaid leave of absence.
- (e) No other benefits shall be provided to Regular Part-Time Employees **unless** expressly stated in this Clause.

10.16. Group RRSP

Effective **as soon as** possible following 1997 August 26, the Employer agrees to facilitate a Group RRSP by making arrangements with a financial institution and provide an opportunity for contributions to be made by payroll deduction.

11. WORKING 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 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, (i.e. those who attend a recognized educational institution in B.C.), who commences work on a scheduled shift, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a **minimum** of four **(4)** hours pay at the regular hourly rate.
- (c) In any case where **an** employee:
  - (1) reports for a regular shift but refuses to commence work, or

- (2) commences work but refuses to continue working,

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

## 11.2 Posting Positions and Filling Vacancies

### (a) Posting

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 1997 August 26, all Regular Full-Time, Temporary Full-Time and Regular Part-Time Employees who have completed six (6) continuous calendar months of employment, and all Auxiliaries who have completed nine hundred and thirteen (913) hours of employment 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

- (1) Where a Regular Full-Time Employee is appointed to a temporary position, the employee shall be returned to a position of equal value to the employee's former position without loss of seniority when the temporary work is completed.
- (2) Positions not previously posted **as** 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

- (1) Where an employee wishes to apply for a position which is expected to become vacant while the employee is on authorized leave of absence or on vacation, application for such position may be made before commencing such leave or vacation. If the position is posted prior to the return of the employee, such application shall be considered in the absence of the employee. **An** employee who is selected for **a** position

must be available for employment in that position not later than one (1) month following the date of selection.

- (2) If a position is posted while an employee is on an authorized leave of absence or on a vacation of not more than seven (7) days, such employee, on return, may apply for the position not later than three (3) calendar days following the expiry date of the posting; provided that no other person has been certified for the position.

(e) Union Notification

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

(f) Posting: Information

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

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

- (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:

- (1) When an employee **is** promoted to a position the pay range of which does not overlap that of the former position, the rate of pay shall be the first step in the salary range **of** the new position unless special regulations or the Employer authorizes a higher starting rate.
- (2) When an employee is promoted to a non-supervisory position the pay range of which overlaps that of the former position, the rate of pay shall be one step above the employee's present rate.
- (3) If the duties of the position to which **an** employee is promoted include supervisory responsibilities and the pay range of such position overlaps

that of the supervised employee or employees the rate of pay shall be one (1) step above the maximum step in the range of the highest rated supervised position.

- (4) The provisions of **this** Clause shall be deemed to apply when the employee is assigned supervisory responsibilities by the Department **Head** which includes directing the course of work of a subordinate(s), including being responsible for the quality and quantity of the subordinate's work.
- (d) A transfer is considered the movement of an employee from one position to another having the same maximum salary rate. If an employee is changed to a position in a class having a higher pay range than the class from which 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) Effective 1997 August 26, transfer requests **are** submitted to, and are subject to the approval **of**, the Department Head.
- (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

- (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  
 Chemist I  
 Construction Assistant  
 Coordinator of Volunteers  
 Data Conversion Supervisor  
 Engineering Analyst  
 Engineer Trainee  
 Microfilm Supervisor  
 Planner I  
 Planning Analyst  
 Plumbing Inspector I  
 Property Negotiator I and II  
 Research Officer  
 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:
- (1) the quality of work
  - (2) conduct
  - (3) capacity to work harmoniously with others
  - (4) ability to meet production standards set by the Employer
- (e) If a probationary employee continues in the same position on a regular basis, seniority, holiday benefits and other perquisites referable to length of service shall be based on the original date of employment.

## 11.5 Layoffs and Bumping

Effective 1997 August 26, the provisions of this Clause apply to temporary layoffs while the Letter of Understanding - Layoff and Recall attached to this Agreement is in effect.

- (a) Where in the opinion of the Employer it is necessary to reduce the work force for any reason the Employer may lay off employees covered by this Agreement in order to effect such reduction. The Employer shall designate the positions of the employees to be laid off and such employees shall be laid off accordingly.
- (b) Employees who are subject to a 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).
- (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 notices shall be given in writing either by delivering or mailing the same to the employee for whom it is intended. The date of receipt of any such notice shall be the date of delivery, if the notice is delivered, or if mailed, then the second business day next following the date of such mailing. If an employee to whom notice of 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

Effective 1997 August 26, the provisions of this Clause are amended by the Letter of Understanding - Layoff and Recall attached to this Agreement.

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

- (a) the employees must be qualified to perform the work made available to them;
- (b) No new employees shall be hired following a lay-off until those employees who were laid **off** have been given a reasonable opportunity of recall as follows:
  - (1) the Employer shall make every reasonable attempt to contact the employees in order of their seniority in the Employment Pool and the employees shall be recalled by the Employer in such order provided that they respond within forty-eight (48) hours of the initial attempt of the Employer to contact them;
  - (2) upon making contact with an employee, the Employer shall specify the time when the employee shall report for work;
  - (3) an employee who does not respond within forty-eight (48) hours of the initial attempt of the Employer to make contact, or who refuses to report for work shall be placed at the **bottom** of the list of employees eligible for recall under this clause **notwithstanding** the employee's seniority in the Employment Pool;
  - (4) an employee notified to return to work shall report at the time and place specified by the Employer for so doing or, in **extenuating** circumstances, within such extended period of time not exceeding fourteen (14) days from the date of the initial attempt of the Employer to make contact **as** the Director of Human Resources may approve, which **approval** shall not be unreasonably withheld;
  - (5) it shall be the responsibility of all employees who have been laid **off** and wish to be recalled by the Employer to keep the 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;

- (6) **an** employee who is laid **off** and is eligible for recall under this clause shall remain on the recall list for a maximum of **six** (6) months.

#### 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) 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 Department Head 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 Department Head or designate.
- (d) For the purpose of this clause 'personnel file' refers to the single official personnel file maintained by the Employer in the Department in which the employee is working.

### 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 Disabled Workers

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 disabled** 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 Resource Services 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) Council Approval

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

(f) Application of Pay for Upward Reclassification

When, **as** a result of Reclassification, a position is upgraded the incumbent shall receive an increase in salary equivalent to one (1) pay step in the new salary range, subject to Clause 11.3(c)(2). Retroactive payments will be made from the first pay period following receipt of the request.

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

(g) Pay Adjustments Resulting from Reclassification and Revaluation

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

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

(h) Definitions: Certain Classification Changes

- (1) A classification change involving a change in title or salary due to a change in duties and responsibilities shall be termed a "reclassification";

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

### 11.13 Occupational Health and Safety

- (a) The Employer and the Union agree that all parties, including employees, have a responsibility to provide and maintain a safe work environment and to work cooperatively to support and develop safe work practices that will not place individual employees, co-workers, the public or the City at risk.
- (b) All relevant regulations of the Workers' Compensation Act shall be observed and adhered to.
- (c) **An** Occupational Health and Safety Committee shall be established consisting of four (4) representatives of the Employer and four (4) Union-appointed representatives. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the City Manager.

### 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) 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.
- (c) 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.

- (d) 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.
- (e) The Union shall provide **an** up-to-date list of Shop Stewards to the Employer every *six* (6) months.

### 13. GRIEVANCE PROCEDURE

Effective 1997 August 26:

#### 13.1 Grievances

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

##### (a) Meeting with Supervisor

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

- (3) If the employee is not satisfied with the Supervisor's response or if the Supervisor does not respond within seven **(7)** calendar days of the meeting, the Union Representative may choose to advance the complaint to Step **1** of the formal grievance procedure.

(b) Step 1

- (1) A Union Representative may file a grievance by notifying the Department Head or designate in writing, within fourteen **(14)** calendar days of the date the response from the Supervisor was given or was due.
- (2) A grievance meeting will be held with the Department Head or designate within twenty-one **(21)** calendar days of the Union Representative **filing** the grievance. If the Department Head or designate is unable to meet within twenty-one **(21)** calendar days, the Union has fourteen **(14)** calendar days from the date the meeting should have been held to refer the matter to Step **2**.
- (3) The Department Head or designate will respond in writing within fourteen **(14)** calendar days of the meeting.
- (4) If the grievance is not resolved at Step **1**, or the Department Head or designate does not respond within fourteen **(14)** calendar days of the meeting, the Union may refer the grievance to Step **2**.

(c) Step 2

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

(d) Arbitration

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

(e) Pre-arbitration consultation

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

(f) Employer-initiated grievances

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

13.2 Policy Grievances

- (a) When a "dispute", as defined in the Labour Relations Code, **arises** between the parties, including **any** difference concerning the interpretation, application, operation or alleged violation of this Agreement which does not specifically involve an employee, the matter may be submitted in writing by the Union to the Director of Human Resources or, **alternatively**, by the Employer to the Union.



- (b) The Director of Human Resources and the **Union** will make every reasonable effort to meet and discuss the grievance within twenty-one (21) calendar days of the notification of the grievance.
- (c) The responding party will respond to the grievance within fourteen (14) calendar days of the meeting.
- (d) If a satisfactory settlement **is** not reached between the Director of **Human Resources** and the **Union**, the grieving party may refer the matter to the **City Manager** (or the **Union** where applicable) within fourteen (14) calendar days of the response.
- (e) The City Manager and the Union Representative will make every reasonable effort to meet and discuss the grievance within twenty-one (21) calendar days of the referral under (d) above.
- (f) The responding party will respond to the grievance within fourteen (14) calendar days of the meeting.
- (g) If the grievance is not resolved through the above process, the grieving party may refer the grievance to Arbitration **as** provided for in Clause 13.1(d).

### 13.3 Suspension or Dismissal

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

### 13.4 Variations

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

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

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

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

## 15. EMPLOYMENT EQUITY

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

Note: see also Schedule "F".

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. HUMAN RIGHTS

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

19. CONSULTATION COMMITTEE

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


20. SCHEDULES & LETTERS OF UNDERSTANDING

It is agreed between the parties hereto that the Schedules and Letters of Understanding annexed hereto shall form part of this Agreement.

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

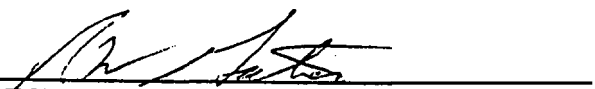
The **Common** Seal of the **CITY OF VANCOUVER** was hereunto affixed in the presence of:

  
\_\_\_\_\_  
MAYOR

*my*   
\_\_\_\_\_  
CLERK

**APPROVED** by Resolution of Council on 1997  
July 29

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

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
SECRETARY-TREASURER

SCHEDULE "A" (up-to-date as of 1999 January 01)

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</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
1308		Accounts Supervisor - Housing and Properties	18
297	nc	Activities Coordinator	16
1414		Activity Leader	14
146		Administrative Assistant, Carnegie Centre	20
382		Administrative Assistant, Social Planning	20
498		Administrator - Secondary Suite Enforcement Program	28
403	d,j	Animal Control Officer I	18
411	d,j	Animal Control Officer II	19
510		Anti-Graffiti Coordinator	25
1481		Applications Systems Specialist	26
490		Architectural Technician	20
1418	k	Archival Assistant I	15
635		Archival Assistant II	19
639		Archivist	23
508		Asbestos Program Surveyor	19
1437	c	Assistant Building Services Supervisor	19
138		Assistant Buyer	22
2003		Assistant Director - Community Resource Centre	25
8177		Assistant Manager - Development Permit Group	30
1494		Assistant Manager - Evelyne Saller Centre	22
413	j	Assistant Supervisor of <b>Animal</b> Control	21
116		Assistant Supervisor, Central Stores & Surplus Disposal	21
036		Assistant to Council Committees	22
1483	**	Assistant to the Councillors	19
503		Assistant to the Development Permit <b>Board</b>	21
170	a	Bindery Worker	12
102		Budget Analyst I	25
086		Budget Analyst II	28
024		Budget and Local Improvement Analyst - Engineering	25
8015	K,c,d	Building Cleaner	
431	A	Building Inspector I	25
432		Building Inspector II	27

SCHEDULE "A" (cont'd)

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
1423	c	Building Maintenance Supervisor	22
0618	c,d,K	Building Maintenance Worker I	
0619	c,d,K	Building Maintenance Worker II	
125		Building Management Officer I	21
126		Building Management Officer II	25
0621	c,d,x	Building Service Worker I	13
0623	c,d,K,x	Building Service Worker II	
0633	c	Building Services Supervisor I	22
0632	c,d,K	Building Services Supervisor II	
1197	c,d,x	Building Services Worker - Jail	15
1351		Business Systems Administrator	28
117		Buyer	24
410		By-Law Enforcement Coordinator	25
055	d	By-Law Process Server	17
162		Cashier Clerk-Typist	13
161	a	Cashier I	11
163		Cashier II	15
165		Cashier III	18
1364		Centre Support Clerk	16
332		Claims Administrator	28
407		Claims Assistant	16
1486		Claims Investigator I	21
1442		Claims Investigator II	24
021	a,b	Clerk I	11
023	b,c	Clerk II	13
025	b	Clerk III	17
027	b	Clerk IV	19
028	b	Clerk V	22
029		Clerk VI	24
064		Clerk - Housing and Properties	15
829	**	Clerk - Planning	14
108	*nc	Clerk - Purchasing	15
009		Clerk Stenographer II	13
011		Clerk Stenographer III	15
013		Clerk Stenographer IV	17
001	a	Clerk-Typist I	10
003	d	Clerk-Typist II	13
005		Clerk-Typist III	15

SCHEDULE "A" (cont'd)

Class No.	Notes	Class Title	Pay Grade
051		Coin Collector I	14
052		Coin Collector II	16
035		Committee Clerk	17
1484		Communications Coordinator	27
1476		Communications Officer	23
1392		Community Programmer - Carnegie Centre	20
187		Computer Programmer I	22
190		Computer Programmer II	24
8023		Computer Programmer III	28
1440	**	Computer Programmer/Analyst	25
186	a	Computer Programmer (Trainee)	17
1406	**	Computer Systems Operator	22
641		Conservator	23
8031		Construction Assistant	25
610		Cook I	14
842		Coordinator/Tenant Assistant Program	22
491		Cost Estimator/Scheduler	25
1993	a,d	Data Conversion Operator I	13
867		Data Conversion Operator II	15
8037	d	Data Conversion <del>Shift</del> Supervisor	16
1411		Data Services Clerk	15
181		Data Services Control Clerk	19
1410		Data Services Supervisor	21
1477	**A	District Plumbing and Gas Inspector	26
714		Driver, Light Delivery	15
723		Driver Trainer	25
1506		Duplicating Machine Operator	13
132		Emergency Planning Coordinator	26
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
0279		Engineering Assistant - Sewage Pumping Station	23
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>
8067		Engineering Technician	21
1353	**C	Environmental Protection Analyst	26
448	C	Environmental Protection Officer	25
1315	C	Environmental Protection Officer II	27
832		Environmental Protection Technician	21
059		Field Supervisor - <b>By-Law</b> Process Servers	19
265		Fitness Coordinator	20
736		Fleet Maintenance Information Coordinator	20
924	nc	Food Services Coordinator - Carnegie Centre	20
175		Graphics Technician	21
1380		Graphics Planner	29
1369	a,h,k	Health Facility Attendant I	14
1370		Health Facility Attendant II	16
405		Heritage Planner	30
844		Housing Relocation Officer	18
1337		Information Clerk	13
502		Inspector, Vehicles for Hire	21
074		Insurance Administrator	24
1203	a,h,k	Kitchen Attendant I	11
1198	d,h	Kitchen Attendant II	12
899	h	Kitchen Program Assistant	16
1461	h	Kitchen Volunteer Leader	14
518		Landscape Architectural Technician	23
136	a,h	Laundry Attendant	11
1326	**	Legal Assistant II	21
1352	**	Legal Assistant I	19
8087		Legal Secretary	16
489		Maintenance Coordinator	24
1423		Maintenance Supervisor	22
2138	**c	Maintenance Technician I	19
2139	**c	Maintenance Technician II	21
2140	**c	Maintenance Technician III	22



SCHEDULE "A" (cont'd)

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
1317	C	Manager, Environmental Protection	30
377		Manager, Evelyne Saller Centre	25
1480	**	Manager - Inspection Branch	31
259	**	Microcomputer Support Specialist	21
1465	**	Microcomputer Support Technician	16
8093		Microfilm Supervisor	22
1387	**	Network Support Specialist I	22
1390	**	Network Support Specialist II	24
1448		Network Technician	26
177		Office Applications Support Supervisor	22
1332		Office Manager - Housing and Properties	26
790		Operations Assistant	15
853	d,nc	Operations Supervisor, Parking Enforcement	21
2143	d,D,nc	Parking Enforcement Officer	
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
1391		Permit Clerk	15
1495		Permit and Plan Reviewer I	21
1487		Permit and Plan Reviewer II	23
428		Plan Checker	25
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
204		Planning Assistant II	17
206		Planning Assistant III	21
425	A,I	Plumbing Inspector I	25
426		Plumbing Inspector II	27
416	G	Pound Canvasser	13
873		Pre-Audit Clerk	16

SCHEDULE "A" (cont'd)

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<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
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
127		Property Negotiator Trainee	21
420		Property Use Inspector I	24
440		Property Use Inspector II	27
417	a	Property Use Inspector - Trainee	21
1348	**	Purchasing Clerk - Department	14
640		Records Administrator	26
048	**	Records Clerk - Engineering	15
8111		Recreation Programmer II	20
511		Recycling Coordinator	25
647	h,n,I,nc	Residence Attendant	13
642		Residence Manager I	20
648		Residence Manager II	21
250	f	Safety and First Aid Coordinator	23
1386	nc	Secretary to Board of Variance	26
1310	d	Security Clerk/Officer	15
631		Security Coordinator	24
2028	d,h,n,x	Security Officer I	13
1368	d	Security Officer II	14
378		Security Supervisor - Carnegie Centre	18
408	nc	Senior Development Information officer	27
455		Senior Heritage Planner	33
8077		Senior Housing Officer	33
495		Senior Property Development Officer	33
869		Senior Technical Specialist	30
381		Social Planner I	28
386		Social Planner II	30
387		Social Planner III	33
8185		Social Planning Analyst	24

SCHEDULE "A" (cont'd)

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<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
862		Social Planning Research Assistant	19
655	K,p,q	Stage Door Attendant I	
651	K,p,q	Stage Door Attendant II	
111	b	Storekeeper I	18
114	n	Storekeeper I - Equipment	19
113	b	Storekeeper II	19
112	n	Storekeeper II - Equipment	24
1466	**	Street Garbage Container Coordinator	19
0049		Subdivision and Conveyancing Coordinator	24
1399		Subdivision and Strata Title Coordinator	26
415	j	Supervisor of Animal Control	25
056		Supervisor of By-Law Fines Collections	26
850		Supervisor of Computer Graphics System	26
174	c	Supervisor, Data Control	26
1479	**	Supervisor - Inspection Branch	28
414		Supervisor, Permits	26
1328		Supervisor - Permits and Applications - Streets Division	27
131		Supervisor, Property Negotiation	32
018		Supervisor of Support Services	19
094		Supervisor, Water Rates & Scavenging Collections	24
200	a*	Survey Assistant	12
1413		System/Network Administrator	22
069		Systems Accountant	26
389		Systems Support Assistant	24
172		Technical Specialist	28
606	a	Telephone Operator-Typist I	11
607		Telephone Operator-Typist II	13
229		Traffic Assistant	12
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
8135		Urban Designer	33
159		User Support Technician	16
1482		User Support Technician II	19

SCHEDULE "A" (cont'd)

Class	Notes	Class Title	Pay Grade
<b>1408</b>		Volunteer Coordinator - Carnegie Centre	<b>18</b>
<b>267</b>		Volunteer Program Coordinator	<b>19</b>
<b>481</b>		Water Rates Inspector I	<b>18</b>
<b>483</b>		Water Rates Inspector II	<b>19</b>
<b>485</b>		Water Rates Inspector III	<b>20</b>
<b>418</b>	b,d	Weighmaster I	<b>17</b>
<b>419</b>	c	Weighmaster II	<b>18</b>
<b>8191</b>	n	Weighmaster II - Cambie Yards	<b>18</b>
<b>0622</b>	c,d,K	Working Supervisor - Building Services	
<b>625</b>	d,f	Yard Services Supervisor	<b>23</b>

Footnotes for Pay Plan Structure 1997-1999

- (a) These positions receive an increment each *six* months, and **all** others annually, except as provided below.
- (b) These positions work a **37½** hour work week and receive **2.3%** in lieu of rest periods where applicable.
- (c) These positions work a 37½ hour work week, where applicable.
- (d) Plus ~~shift~~ premium, where applicable.
- (e) Plus one pay grade for working irregular hours **as** required, where applicable.
- (f) These positions work a **37½** hour work week and receive **2.3%** in lieu of rest periods where applicable.
- (h) Positions work a 40-hour work week, when applicable.
- (j) Plus one-half pay grade for additional responsibilities, when assigned.
- (k) Pay grade includes consideration for working irregular hours.
- (n) Position works a 40 hour work week and receives **2.3%** in lieu of rest periods, where applicable.

SCHEDULE "A" (cont'd)Footnotes for Pay Plan Structure 1997-1999 (cont'd)

- (p) Position works **37½** hour work week and is paid non-standard hourly rates.
- (q) Plus 2.3% in lieu of rest periods.
- (u) Position works a **37.8** hour work week.
- (w) Effective 1995 November 28, employees who are required by the Employer to perform first aid duties in addition to their normal duties and who hold a valid Workers' Compensation Board Occupational Health and Safety First Aid Certificate shall be paid a premium in accordance with the certificate required by the Employer as follows:

	<u>Full-Time Employees</u>	<u>Regular Part-Time &amp; Auxiliary Employees</u>
OFA Level II	\$85 per month	55¢ per hour.
OFA Level III	\$100 per month	65¢ per hour

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

- (x) Effective 1997 August 26, a premium of fifty cents (50¢) per 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, Security Attendants, and Activity Attendants while they are cleaning up body waste at Carnegie Centre, Gathering Place or the Evelyne Saller Centre.
- (nc) Non-criterion classes - should not be used for comparison purposes.
- (A) The effective range for these classifications is from Step 3 to Step 5.
- (C) Plus one pay grade for added responsibility, when applicable.
- (D) The pay grade for this class has 7 steps - steps 1 and 2 of pay grade 14, steps 1 to 5 of pay grade 16.
- (G) Plus commission of 4% of monies collected by the Canvasser.
- (I) Plus \$20 per month for Boiler Operator's OR Class "B" Heating Certificate.
- (K) The following classes deviate from the pay plan and are paid as follows:

Footnotes for Pay Plan Structure 1997-1999 (cont'd)

A - Effective 1997 January 01  
 B - Effective 1998 January 01  
 C - Effective 1999 January 01

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Effec. Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step3</u>	<u>Step 4</u>	<u>Step 5</u>
8015	d,c	<b>Building Cleaner</b> (37.5 hour week)	A B C	14.49 14.63 14.78				
0655	p,q	Stage Door Attendant I	A B C	12.82 12.95 13.08	13.34 13.47 13.60	13.85 13.99 14.13	14.40 14.54 14.69	15.00 15.15 15.30
0651	p,q	Stage Door Attendant II	A B C	13.34 13.47 13.60	13.85 13.99 14.13	14.40 14.54 14.69	15.00 15.15 15.30	15.61 15.77 15.93

\* No class specification.

\*\* Class under dispute by the Union at the time of preparing Collective Agreement.

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

A - Effective 1997 January 01  
 B - Effective 1998 January 01  
 C - Effective 1999 January 01

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Effec. Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step 5</u>
0618	c,d	Building Maintenance Worker I	A B C	14.59 14.74 14.89	15.18 15.33 15.48	15.79 15.95 16.11	16.44 16.60 16.77	17.11 17.28 17.45
0619	c,d	Building Maintenance Worker II	A B C	15.180 15.33 15.48	15.79 15.95 16.11	16.44 16.60 16.77	17.11 17.28 17.45	17.82 18.00 18.18

SCHEDULE "A" (cont'd)

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Footnotes for Pay Plan Structure 1997-1999 (cont'd)

A - Effective 1997 January 01

B - Effective 1998 January 01

C - Effective 1999 January 01

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Effec. Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
0623	c,d,x	Building Service Worker II	A	16.44	17.11	17.82	18.56	19.33
			B	16.60	17.28	18.00	18.75	19.52
			C	16.77	17.45	18.18	18.94	19.72
0632	c,d	Building Services Supervisor II	A	20.99	21.85	22.76	23.73	24.75
			B	21.20	22.07	22.99	23.97	25.00
			C	21.41	22.29	23.22	24.21	25.25
0622	c,d	Working Supervisor - Building Services	A	15.18	15.79	16.44	17.11	17.82
			B	15.33	15.95	16.60	17.28	18.00
			C	15.48	16.11	16.77	17.45	18.18

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.

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

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

**SCHEDULE "A"** (cont'd)

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Footnotes for Pay Plan Structure 1997-1999 (cont'd)

<b>218</b>	Civil Engineer <b>II</b>	Pay Grade <b>30</b>
<b>219</b>	Civil Engineer <b>III</b>	Pay Grade <b>33</b>
<b>240</b>	Electrical Engineer <b>I</b>	Pay Grade <b>28</b>
<b>214</b>	Surveyor <b>1</b>	Pay Grade <b>28</b>
<b>215</b>	Surveyor <b>II</b>	Pay Grade <b>30</b>
<b>228</b>	Engineer Trainee	Pay Grade <b>23</b>

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.



**PAY PLAN****SALARY RANGES FOR CLASSES OF POSITIONS COVERED  
BY THE COLLECTIVE AGREEMENT**

Effective 1997 January 01 - 1999 December 31

(Rates based on a 35-hour week)

**Key:** A = 1997 January 01  
 B = 1998 January 01  
 C = 1999 January 01

	Effective					
<b>Pay Grade</b>	<b>Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
9	A	12.14	12.62	13.12	13.63	14.19
	B	12.26	12.75	13.25	13.77	14.33
	C	12.38	12.88	13.38	13.91	14.47
10	A	12.62	13.12	13.63	14.19	14.75
	B	12.75	13.25	13.77	14.33	14.90
	C	12.88	13.38	13.91	14.47	15.05
11	A	13.12	13.63	14.19	14.75	15.34
	B	13.25	13.77	14.33	14.90	15.49
	C	13.38	13.91	14.47	15.05	15.64
12	A	13.63	14.19	14.75	15.34	15.97
	B	13.77	14.33	14.90	15.49	16.13
	C	13.91	14.47	15.05	15.64	16.29
13	A	14.19	14.75	15.34	15.97	16.62
	B	14.33	14.90	15.49	16.13	16.79
	C	14.47	15.05	15.64	16.29	16.96

SCHEDULE "A" (cont'd)

Key: A = 1997 January 01  
 B = 1998 January 01  
 C = 1999 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>
14	A	14.75	15.34	15.97	16.62	17.31
	B	14.90	15.49	16.13	16.79	17.48
	C	15.05	15.64	16.29	16.96	17.65
15	A	15.34	15.97	16.62	17.31	18.02
	B	15.49	16.13	16.79	17.48	18.20
	C	15.64	16.29	16.96	17.65	18.38
16	A	15.97	16.62	17.31	18.02	18.77
	B	16.13	16.79	17.48	18.20	18.96
	C	16.29	16.96	17.65	18.38	19.15
17	A	16.62	17.31	18.02	18.77	19.54
	B	16.79	17.48	18.20	18.96	19.74
	C	16.96	17.65	18.38	19.15	19.94
18	A	17.31	18.02	18.77	19.54	20.35
	B	17.48	18.20	18.96	19.74	20.55
	C	17.65	18.38	19.15	19.94	20.76
19	A	18.02	18.77	19.54	20.35	21.21
	B	18.20	18.96	19.74	20.55	21.42
	C	18.38	19.15	19.94	20.76	21.63
20	A	18.77	19.54	20.35	21.21	22.11
	B	18.96	19.74	20.55	21.42	22.33
	C	19.15	19.94	20.76	21.63	22.55

SCHEDULE "A" (cont'd)

**Key:** A = 1997 January 01  
 B = 1998 January 01  
 C = 1999 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>
21	B	19.74	20.55	21.42	22.33	23.25
	C	19.94	20.76	21.63	22.55	23.48
	A	20.35	21.21	22.11	23.02	23.97
22	B	20.55	21.42	22.33	23.25	24.21
	C	20.76	21.63	22.55	23.48	24.45
	A	21.21	22.11	23.02	23.97	25.01
23	B	21.42	22.33	23.25	24.21	25.26
	C	21.63	22.55	23.48	24.45	25.51
	A	22.11	23.02	23.97	25.01	26.09
24	B	22.33	23.25	24.21	25.26	26.35
	C	22.55	23.48	24.45	25.51	26.61
	A	23.02	23.97	25.01	26.09	27.17
25	B	23.25	24.21	25.26	26.35	27.44
	C	23.48	24.45	25.51	26.61	27.71
	A	23.97	25.01	26.09	27.17	28.33
26	B	24.21	25.26	26.35	27.44	28.61
	C	24.45	25.51	26.61	27.71	28.90
	A	25.01	26.09	27.17	28.33	29.55
27	B	25.26	26.35	27.44	28.61	29.85
	C	25.51	26.61	27.71	28.90	30.15

SCHEDULE "A" (cont'd)

**Key:** A = 1997 January 01  
 B = 1998 January 01  
 C = 1999 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>
28	A	26.09	27.17	28.33	29.55	30.82
	B	26.35	27.44	28.61	29.85	31.13
	C	26.61	27.71	28.90	30.15	31.44
29	A	27.17	28.33	29.55	30.82	32.13
	B	27.44	28.61	29.85	31.13	32.45
	C	27.71	28.90	30.15	31.44	32.77
30	A	28.33	29.55	30.82	32.13	33.53
	B	28.61	29.85	31.13	32.45	33.87
	C	28.90	30.15	31.44	32.77	34.21
31	A	29.55	30.82	32.13	33.53	34.97
	B	29.85	31.13	32.45	33.87	35.32
	C	30.15	31.44	32.77	34.21	35.67
32	A	30.82	32.13	33.53	34.97	36.48
	B	31.13	32.45	33.87	35.32	36.84
	C	31.44	32.77	34.21	35.67	37.21
33	A	32.13	33.53	34.97	36.48	38.06
	B	32.45	33.87	35.32	36.84	38.44
	C	32.77	34.21	35.67	37.21	38.82

SCHEDULE "B"PART A

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

- Clause 6. Pay for Acting Senior Capacity
- Clause 8. Overtime, Call-out
- Clause 8.4 Meal Periods
- Clause 9. Vacations & Public Holidays
- Clause 10. Employee Benefits (except 10.15)
- Clause 11.1(b) Working Conditions (normal work days)
- Clause 11.2 Posting Positions & **Filling** Vacancies
- Clause 11.3 Promotions, Transfers & Demotions
- Clause 11.4 Probationary Period
- Clause 11.5 Layoffs & Bumping
- Clause 11.6 Recall
- Clause 17. Occupational Health Plan

and Schedules "A", "C" and "D" (**Part 1**)

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.

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.

Note: For as long as the attached Letter of Understanding re Schedule "B" - Overtime remains in effect, Part B, 1(c), is hereby inoperative.

- (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

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

## 3. PAYMENT IN LIEU OF BENEFITS

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

**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/WHERE NO CLASSIFICATION EXISTS**

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.

**APPENDIX 1 OF SCHEDULE "B"****HOURLY RATES FOR CIVIC THEATRE CLASSES OF POSITIONS****Effective January 1, 1997 - December 31, 1999**

**Key:** A = 1997 January 01  
 B = 1998 January 01  
 C = 1999 January 01

Class Title	Pay Grade	Class No.	Effec. Date	Steps: 1	2	3	4	5
Theatre Attendant I	11	8336	A	13.12	13.63	14.19	14.75	15.34
			B	13.25	13.77	14.33	14.90	15.49
			C	13.38	13.91	14.47	15.05	15.64
Theatre Attendant II*	12	8337	A	X	X	X	15.34	15.97
			B	X	X	X	15.49	16.13
			C	X	X	X	15.64	16.29
Theatre Attendant III	17	8338	A	16.62	17.31	18.02	18.77	19.54
			B	16.79	17.48	18.20	18.96	19.74
			C	16.96	17.65	18.38	19.15	19.94

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



SCHEDULE "C"SUPPLEMENTARY VACATIONS: EXPLANATION OF THE TABLE

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

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

Example:

**An** employee hired in 1987 is in their (11th) calendar year during 1997. The employee in 1997 **will** be credited with 5 supplementary working days which may be taken at any time between 1997 **and** 2001, both years included. In 2002 the employee **will** be credited with **a** further 5 supplementary working days, etc.

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

TABLE SHOWING REGULAR ANNUAL, VACATION AND SUPPLEMENTARY VACATION

(based on 1997 vacation entitlement)

Year Hired	ENTITLEMENT YEAR									
	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006
2005	--	--	--	--	--	--	--	--	--	15/-
2004	--	--	--	--	--	--	--	--	15/-	15/-
2003	--	--	--	--	--	--	--	15/-	15/-	15/-
2002	--	--	--	--	--	--	15/-	15/-	15/-	15/-
2001	--	--	--	--	--	15/-	15/-	15/-	15/-	15/-
2000	--	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-
1999	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-
1998	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-
1997	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-
1996	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5
1995	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-
1994	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-
1993	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-
1992	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-
1991	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5
1990	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-
1989	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-
1988	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-
1987	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-
1986	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5
1985	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-
1984	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-
1983	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-
1982	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-
1981	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5
1980	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-
1979	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-
1978	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-
1977	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1976	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1975	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1974	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1973	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1972	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1971	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1970	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1969	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1968	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1967	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1966	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1965	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1964	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1963	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1962	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1961	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5

SCHEDULE "D"

MATTERS ARISING FROM COLLECTIVE BARGAINING

1. 1977 Negotiations

1.1 Compressed Work Week

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

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

1.2 Job Training

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

1.3 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.

2. 1986-1987 Negotiations

2.1 Traffic Paint Shop

The Employer and the Union agree that shifts may be established commencing not earlier than 2 a.m., between April 01 and October 31 for the Traffic **Paint** Shop of the Engineering Department, A shift premium shall apply in accordance with Clause 5.2 of the Agreement.

**2.2** Storekeepers

The Employer and the Union agree that Regular Full-Time Employees in "Storeman 1", "Storeman 2" and "Automotive Partsman" classifications under **CUPE Local 1004** jurisdiction may compete for "Storekeeper" positions in Central and Automotive Stores under the **CUPE Local 15** jurisdiction **on an equal** basis with employees in **CUPE Local 15**. 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.

**2.3** Group Life Plan

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

**3.** 1991-1993 Negotiations**3.1** Part-Time Review

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 working schedule.

**3.2** Pay Rates Upon Promotion - Regular Part-Time and Auxiliary Employees

Where a Regular Part-Time or Auxiliary Employee **is** promoted, they will receive the minimum of the new pay grade or one step above their current rate if the new pay grade overlaps with the old. Promotion is defined **as** the on-going or regular assumption of higher level duties.

**4.** 1994-1996 Negotiations**4.1** Daily Guarantee - Vancouver Civic Theatres

The Employer and the Union agree that the three (3) hour minimum per call to work continues. Employees may be scheduled in advance to work continuously to cover one or more work assignments. In these cases, employees will be paid for four (4) hours or the

SCHEDULE "D" (cont'd)

Page 3

hours worked, whichever is greater. It is understood that working continuously means there shall be no period of unpaid time during a ~~shift~~ except where employees have been scheduled in advance to work continuously for a period greater than five (5) hours in which case they are entitled to an unpaid meal break of no longer than one (1) hour.

**4.2** Grant Employment

As soon as possible following 1995 November 28, a joint committee shall be established to discuss accessing federal and provincial grant funding for programs which require Union approval. Such topics will include the type of programs covered, a process for approval for joint applications, the amount of top-up, and the nature of the employment relationship including employment security issues for employees on staff. The joint committee shall consist of not more than two (2) representatives of the Employers and two (2) representatives from the Union. The members of the joint committee shall suffer no loss of pay while attending joint committee meetings. Where a recommendation is approved by the principals of both parties, it may be implemented prior to the next round of collective bargaining.

**4.3** Parking

Notwithstanding the Employer's prior notice to cease providing free parking commencing 1995 January 01, the Employer agree to delay the implementation of a paid parking system and will provide employees who currently have free parking available to them with sixty (60) days' notice prior to the date a paid parking system is implemented. Prior to such implementation, the Employer will meet with the Union to discuss impacts and issues. Notice will not be issued prior to 1996 January 01.

**4.4** Pay Rate Adjustments and Review

Effective 1995 January 01, the Employer and Union agree to:

- (a) resolve all outstanding grievances with respect to the evaluation of Plumbing and Gas Inspectors by entering into an expedited classification review; the classification review shall be completed by 1996 March 31; where a disagreement over the results occurs, the Union shall initiate discussions at the last step of the grievance procedure and if it continues to remain unresolved after that step, the matter shall be referred to a mutually agreed upon arbitrator within two (2) months of the grievance response; where an adjustment is made, the effective date shall be 1994 January 01;
- (b) conduct an expedited classification review of a representative sample of Building Inspectors, i.e. ten, as well as the two Inspector II positions; the review will be completed within three (3) months of the date the last questionnaire (i.e., the 12th)

has been received in the Human Resource Services office; where a disagreement over the results occurs, the Union **shall** initiate discussions at the last step of the grievance procedure and if it continues to remain unresolved the matter **shall be** referred to a mutually agreed upon arbitrator within two (2) months of the grievance response; where an adjustment is made, the effective date shall be 1995 January 01.

Note: Employees shall be placed at the same increment step and their increment date **shall** not be affected.

## 5. 1997 - 1999 Negotiations

### 5.1 Reclassification/Revaluation

- (a) The Employer and the Union agree to re-value Class No. **428**, Plan Checker, from Pay Grade 24 to Pay Grade **25** effective 1994 January 1. Incumbents affected by this adjustment **shall** retain their current increment date. This adjustment is made on the basis that the grievance relating to the issue of class and value **is** withdrawn. The Employer and the Union **further** agree to meet during the term of the agreement to discuss combining the class of **Plan** Checker with the class of **Plan** Checking Technician IV under one new class called "Building Technologist" at Pay Grade **25**.
- (b) Effective 1997 August 26, the Employer agrees to review positions and position classes which fall under non-standard hourly rates to ensure that employees in such positions are appropriately **paid**. Where they have not been appropriately paid, upward adjustments will be made retroactive to 1995 November 28.

### 5.2 Group Life Insurance

Effective 1997 August 26, the Employer and Union agree to delete the \$1,000 paid up coverage for retirees. The Employer shall have the option of working out **an** arrangement with retirees to pay out a portion of the **benefit**.

### 5.3 Hours of Work

Effective 1997 August 26, the Employer and the Union agree to adjust Building Maintenance, Building Service, and Building Cleaner positions as follows:

- (a) adjust the hours of **work** to 37.5 per **week** for employees currently working 37 hours per week in Building Maintenance, Building Service, and Building Cleaner positions;

(b) incumbents in those classes currently working **35** hours per week shall have the option of moving to **37.5** hours per week;

(c) any new employees in these classes shall work **37.5** hours per week;

and make the necessary adjustments to the Agreement including Schedule "A" and Schedule "A" notes.

#### 5.4 Regular Seasonal Employees Committee

By 1997 November **26**, a Joint Committee shall be established consisting of up to three (3) representatives of the Union and up to three (3) representatives of the Employer. The Committee shall review the Union's proposal related to those employees who work thirty (30) hours per week over a twenty-six (**26**) consecutive week period and review the hours of work, shifts and combinations of **shifts** of existing Auxiliary Employees to determine whether they are assigned to the correct Employee Definitions under the Collective Agreement. Where a recommendation of the Committee is approved by the principals of both parties, such recommendation may be implemented prior to the next round of bargaining.

#### 5.5 Temporary Position Committee

By 1997 November 26, the Employer and the Union will establish a Committee consisting of three (3) representatives of the Employers and three (3) representatives of the Union. The Committee will review problems associated with the posting of temporary positions and the length of long-term temporary positions. The Committee will report any findings or recommendations to their respective principals. Where a recommendation of the Committee is approved by the principals of both parties, such recommendation may be implemented prior to the next round of bargaining.

#### 5.6 Job Evaluation

By 1997 November 26, the Employer and the Union agree to establish a joint committee consisting of four (4) representatives of the Employers, including one (1) representative from the GVRD, and four (4) representatives of the Union to review the current classification process and make recommendations for changes to the parties. Where a recommendation of the Committee is approved by the principals of both parties, such recommendation may be implemented prior to the next round of bargaining.

APPENDIX "1" 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.  $52.178$  weeks  $\times$  5 days  $\times$  20 minutes ( $=86.96$  hours) in the case of the standard 5-day week;  $52.178 \times 4 \times 20$  minutes ( $=69.57$  hours) in the case of the 4-day week; and  $52.178 \times 4.5 \times 20$  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 "1"), the doubt shall be resolved by reference to the basic principle agreed upon by all parties to this Memorandum, i.e., there shall be no additional salary or benefit cost to the Employer, and no reduction in the salaries or benefits received by the employees.
10. In the event any Employer and its respective Union wish to amend or continue an existing experimental compressed work week, or wish to introduce a compressed work week, they will be required to obtain the approval of the Joint Language Sub-Committee with respect to their proposed formula for converting employee fringe benefits.

SCHEDULE "E"EMPLOYMENT STANDARDS ACT PRINCIPLES

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

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

**A** The Employer and the **Union** agree to indicate their support of Employment Equity **by** agreeing to the following:

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

**B.** Employment Equity Committee

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

## LETTER OF UNDERSTANDING

### JOB SHARING

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

#### 1. General

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

#### 2. Procedure

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

3. Duration

- (a) Each Job Sharing arrangement shall be for a **maximum** period of one (1) year unless extended by **mutual** agreement between the Employer and the **Union**.
- (b) A Job Sharing arrangement may be terminated earlier than expected by either of the employees or by the Employer provided thirty (30) calendar days' written notice has been served to the other parties, **unless** otherwise provided for in the letter referred to in paragraph 2(c). Other employees temporarily appointed to **fill** positions vacated **as** a direct result of job sharing shall be advised at the time of their temporary appointment that their term in the position could be cut short **as** a result of **an** early cancellation.
- (c) Upon the expiry or termination of the Job Sharing arrangement, the Regular Full-Time Employee shall revert to **working** in their position on a full-time basis under the terms and conditions applicable to Regular Full-Time Employees unless some other Job Sharing arrangement has been agreed upon.

4. Employee Status and Working Conditions

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

- (3) The employee's share of the premium payments for Health and Welfare benefits, such as Medical, Extended Health, Dental and Group Life shall increase proportionately **as** the number of scheduled weekly hours decrease in relation to the full-time hours of the position being shared.
- (c) In accordance with the general principles outlined in paragraph (b), except **as** otherwise stated, the following shall apply to Regular Full-Time Employees:

(1) Vacation Entitlement

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

(2) Supplementary Vacation

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

(3) Public Holidays

- (a) Where an employee's normal hours of work are based on a five (5) day week, the employee shall take public holidays **as** they occur. The employee's public holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.
- (b) Where the employee has not received sufficient public holiday hours as part of their work schedule or been credited with sufficient hours **as** a result of the proration or made alternate arrangements to the satisfaction of the department to use public holiday hours to which they were entitled **as a** result of the proration, the employee's public holiday account shall be credited with the appropriate number of hours at year end.

- (c) Where the employee has received an overage **on** the number of paid hours, the employee may be scheduled to work without pay to make up the equivalent number of overpaid hours. Where the Employer **is** not able to schedule work for the employee, arrangements shall be made to deduct the overage either **from** the employee's compensating time off account or **from** the employee's normal pay and such deduction **is** to be done at year end or at the expiry of the Job Sharing arrangement, whichever is the earlier.
- (d) Shared positions based **on** the compressed work week **of** 4 days shall receive prorated public holiday pay **as** part of their pay cheque and therefore **no** adjustment is required.

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

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

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

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

**(5) Sick Leave and Gratuity**

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

**(6) VESP**

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

(7) Superannuation

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

(8) Increments

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

5. Auxiliary and Regular Part-Time Employees

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

6. Termination

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

**SIGNED** this 13th day of April, 1989.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE **UNION**:

\_\_\_\_\_  
"Mike Zora"

\_\_\_\_\_  
"Ron Richings"



## LETTER OF UNDERSTANDING

### HOURS OF WORK

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

#### **A.** Informal Adjustment of Hours by Mutual Consent

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

#### **B.** Formal Change to Hours of Work

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

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

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

David McPhillips  
Ken Albertini

Colin Taylor  
Barbara Bluman

Judi Korbin  
Stephen Kelleher

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

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

Signed this 16th day of November, 1995.

SIGNED ON BEHALF OF THE  
EMPLOYER:

SIGNED ON BEHALF OF THE UNION

“Tom Timm”

---

“Jim Gorman”

---

“Marilyn Clark”

---

“J. Lyme”

---

“Malcolm Graham”

---

“Brenda Coombs”

---

“Wolfram Tilgner”

---

“Paul Griffin”

---

**LETTER OF UNDERSTANDING**

**HOURS OF WORK**

EVENING OR EARLY MORNING MEETINGS  
**MATERIALS INSPECTORS**  
PROPERTY USE INSPECTORS  
BUILDING, PLUMBING, AND GAS INSPECTORS

Notwithstanding the provisions of Article 11.1, the Employer and the **Union** agree as follows:

1. Evening or Early Morning Meetings

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

2. Materials Inspectors

Materials Inspectors may be required to commence **as** early **as** 7:00 a.m., Monday through Friday inclusive, from March 1 to November 30 inclusive.

3. Property Use Inspectors

Property **Use** Inspectors may be required to flex their hours between 9:00 a.m. and 9:00 p.m., Monday through Friday inclusive.

4. Building, Plumbing, and Gas Inspectors

Building, Plumbing, and Gas Inspectors may be required to flex their hours between 7:00 a.m. and 7:00 p.m., Monday through Friday inclusive, between November 01 and February 28 or 29 inclusive; **and** between 7:00 a.m. and 9:00 p.m., Monday through Friday, March 01 to October 31, inclusive.

LETTER OF UNDERSTANDING - HOURS OF WORK  
EVENING OR EARLY MORNING MEETINGS. ETC. (cont'd)

Signed this 16th day of November, 1995.

SIGNED ON BEHALF OF THE  
**EMPLOYER :**

SIGNED ON BEHALF OF THE UNION

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

LETTER OF UNDERSTANDING

RE: SCHEDULE "B" -PART B(1)(c) - OVERTIME -  
Regular Part-Time and Auxiliary Employees

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

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

This Letter of Understanding shall remain in force until either party serves sixty (60) days' written notice to cancel.

Signed this 16th day of November, 1995.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

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

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

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

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

\_\_\_\_\_  
"Tom Tim"

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

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

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

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

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## LETTER OF UNDERSTANDING

### LAYOFF AND RECALL

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

#### 1. Definition

“Service **Group**” means:

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

#### 2. Notice

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

#### 3. Process

- (a) If there is a vacant position, in the same classification, in the same Service Group, the Employer may place the employee in that position, without posting. If the employee does not wish to be so placed, they may elect to be placed on the recall list or request a buyout of their recall rights.
- (b) If the employee is not placed in accordance with (a), then within ten (10) working days of receipt of notice, the employee shall elect to **bump**, to be placed on the

recall list or request a buyout of their recall rights. **An** employee who elects to bump may:

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

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

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

#### 4. Recall

- (a) The period of recall shall be extended to twelve (12) months, inclusive of temporary and auxiliary work.



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

Page 3

- (b) Employees may continue participation in health and welfare benefits (MSP, EHB, Dental and Group Life) while on the Recall List by paying **the full** monthly premiums in advance.

5. Buyout of Recall Rights

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

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

Signed this 26th day of August, 1997.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

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

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

LETTER OF UNDERSTANDING

RE: MATERNITY LEAVE SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

Effective August 26, 1997, the Employer and Union agree to implement a Supplemental Unemployment Benefit (SUB) Plan as described in this Letter of Understanding.

1. Birth mothers who are entitled to maternity leave **as** provided for in Clause 10.9 of the Collective Agreement and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SUB Plan payments.
2. Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive **SUB** Plan payments.
3. The SUB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth, or **as** provided for in Paragraph 2 above.
4. The SUB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) **of** their gross weekly earnings and **is** paid **as** follows:
  - (a) For the first six (6) weeks, which includes the two week Employment Insurance waiting period; and
  - (b) Up to **an** additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
5. The Plan meets the requirements of Section **38 of** the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings **from** employment and an employee's accumulated leave credits will not be reduced.
6. Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee **is** receiving benefits. Under the SUB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit **as** described above. The Employer, under no circumstance, will be responsible for any **paybacks** arising from changes to or the application of the tax regulations.