

THE CORPORATION OF  
THE DISTRICT OF NORTH VANCOUVER

COLLECTIVE AGREEMENT  
2012 JANUARY 01 TO 2015 DECEMBER 31

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389

2012 - 2015  
 COLLECTIVE AGREEMENT  
 between the  
CORPORATION OF THE DISTRICT OF NORTH VANCOUVER  
 and the  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389

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THIS AGREEMENT made the 1<sup>st</sup> day of January in the year Two Thousand and Twelve (2012)

**2012 - 2015**

BETWEEN THE:

**CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**

(hereinafter called "the Corporation")

OF THE FIRST PART;

AND THE:

**CANADIAN UNION OF PUBLIC EMPLOYEES,**

Local 389, being an organization of the employees of the Corporation of the District of North Vancouver engaged in street, water, sewer, general maintenance and clerical work,

(hereinafter called "the Union")

OF THE SECOND PART;

WHEREAS it is now the desire of both parties to this Agreement to maintain the existing harmonious relationship between the Corporation and the employees, to recognize the mutual value of joint discussion and negotiation in all matters pertaining to promote the morale, well-being and security of those employees included in the bargaining unit;

AND WHEREAS the parties to the second part have formed a Union, hereinafter called "the Union";

AND WHEREAS it is now thought desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

AND THEREFORE, THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

**ARTICLE 1 - TERM OF AGREEMENT**

This Agreement shall be for a term of four (4) years with effect from 2012 January 01 to 2015 December 31, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto 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, except with respect to changes to rates of pay made pursuant to Article 4.1 of this Agreement, neither party shall make any change or alter the terms of this Agreement until

- (a) The Union can lawfully strike in accordance with the provisions of Part 5 of the Labour Relations Code; or
- (b) The Corporation can lawfully lock out in accordance with the provisions of Part 5 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 is the earliest.

The operation of sub-sections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from, and shall not be applicable to this Agreement.

## ARTICLE 2 - UNION SECURITY

### 2.1 Union Membership

It is agreed that employees who are at present members of the Union, shall remain so as a condition of employment. It is further agreed that persons who are hereafter employed by the Corporation shall become members of the Union by the pay period immediately following the completion of thirty (30) calendar days' employment and shall remain as members of the Union as a condition of employment, provided that no employees 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.

### 2.2 Deduction of Dues

- (a) The Corporation agrees to honour assignments of wages for Union Dues and Fees, upon receipt by the Treasurer of a signed authorization form from the employees concerned at least ten (10) days prior to the regular time of making such deductions that month.
- (b) The Corporation agrees to remit the deductions made under Section 2.2(a) to the Union each month, together with a list of those employees from whom such deductions were made - such deductions and list shall be forwarded to the Union not later than ten (10) days following the regular time of making such deductions that month.

## ARTICLE 3 - HOURS OF WORK

### 3.1 Regular Hours

- (a) The regular hours of work shall not exceed eight (8) hours per day or forty (40) hours per week, Monday to Friday inclusive.
- (b) The working week shall commence at 8:00 a.m. Monday for Outside employees, and 8:30 a.m. for Inside employees.
- (c) The regular day shift for Outside employees shall be from 8:00 a.m. to 4:30 p.m. with one-half hour for lunch, Monday to Friday inclusive.
- (d) The regular hours of work for Inside staff shall be seven (7) consecutive hours per day, thirty-five (35) hours per week, between the hours of 7:30 a.m. and 4:30 p.m. with one (1) hour for lunch, Monday to Friday inclusive. Regular hours for specified classifications or types of work may be thirty-seven and one-half (37½) or forty (40) hours of work per week as noted in Schedule "A".

### 3.2 Non-Regular Hours

Notwithstanding Section 3.1 of this Article, it is agreed that certain essential duties are necessarily performed on Saturdays and Sundays and/or with daily starting times other than 8:00 a.m. for Outside employees and 7:30 a.m. for Inside employees. It is further agreed that those classes of employees set out in Schedule "C" attached hereto, may have a normal work week other than Monday through Friday and/or with daily starting times other than those mentioned above, and that classes included in the said Schedule "C" may be altered or added to from time to time according to municipal requirements, by mutual consent of the parties hereto.

### 3.3 Hours Free Between Work Periods

- (i) 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.
- (ii) 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.

### 3.4 Eating Period

The eating period provided under Article 3.1(c) and (d) above shall be scheduled so as to prevent any employee from working more than five (5) consecutive hours without an unpaid eating period.

### 3.5 Rest Period Benefit

All full-time employees shall be permitted a ten (10) minute rest period in both the first half and the second half of each shift. Such rest period shall be taken at times that will cause the least possible interference with the work in which the employees are engaged.

### 3.6 Daily Guarantee

- (a) Subject to the provisions of paragraph (c), an employee reporting for their scheduled shift on the call of the Corporation shall receive their regular hourly rate of pay for the entire period spent at the employee's place of work, with a minimum of two hours' pay at the regular hourly rate.
- (b) Subject to the provisions of paragraph (c), an employee other than a school student on a school day who commences work on the scheduled shift, shall receive the regular hourly rate of pay for the entire period spent at the employee's place of work, with a minimum of four hours' pay at the regular hourly rate.
- (c) In any case where an employee (i) reports for their regular shift but refuses to commence work, or (ii) commences work but refuses to continue working, shall not be entitled to receive the minimum payments set forth in paragraphs (a) and (b).

### 3.7 Special Shift, Schedule "B" Employees

- (a) A Special Shift shall be defined as eight (8) consecutive hours in a twenty-four (24) hour period commencing with the start of such shift. The Corporation agrees that in addition to the subsection following, an employee working on a Special Shift shall be paid for forty (40) hours of work during the week in which the Special Shift occurred and such payment shall be exclusive of any payment for actual overtime worked to which the employee may be entitled, i.e., special shift hours requiring a shift premium at overtime rates in accordance with Section 4.7(a) are not to be considered as overtime worked in a forty (40) hour guarantee mentioned in the foregoing.
- (b) The Special Shift shall be completed during the regular work week, Monday to Friday, inclusive, but a shift may end on Saturday prior to 8:00 a.m.
- (c) When an employee is required to report for work on a Special Shift, then whenever possible, such employee shall be advised at least sixteen (16) hours prior to the commencement of such Special Shift.
- (d) Between the end of such Special Shift and the return by the employee to the employee's regular day shift, not less than fifteen (15) hours shall have elapsed before the employee returns to the regular day shift.
- (e) Where an employee is required to work on a Special Shift before sixteen (16) clear hours' notice has elapsed, or is required to return to the employee's regular day shift

prior to fifteen (15) hours having elapsed, such employee shall be paid at overtime rates until the said sixteen (16) or fifteen (15) hours has elapsed.

- (f) It is agreed that the application of Section 3.7(a) shall be limited to emergent situations, and that the Secretary of the Union will be notified of the institution of any special shift as soon as possible following the decision by the Corporation to institute it. Notwithstanding the provisions of the said Section 3.7(b) a special shift may be instituted to take place at any time, subject to the aforementioned provisions.

### 3.8 Split Shift

Where an employee works a split shift, the shift shall be completed within twelve (12) hours of commencing such shift.

### 3.9 Standby

- (a) Regular Full-Time Employees and Temporary Full-Time Employees of the Waterworks and Sewers Divisions who are on Standby shall receive remuneration according to the following:
- (1) Employees who stand by for a call to work between the end of a regular day shift on the first day of work in a week as defined in Clause 3.1 (excluding public holidays) and the beginning of a regular day shift on the last day of work in the week, shall be paid one (1) hour's pay at the employee's classified rate of pay for each period of eight (8) hours that the employee stands by in addition to any callout pay under Clause 4.9.
  - (2) Employees who stand by for a call to work at any other time (that is, during public holidays and weekends) shall be paid one (1) hour's pay at the employee's classified rate of pay for each period of six (6) hours that the employee stands by in addition to any callout pay as entitled under Clause 4.9.
  - (3) Where the period of time which an employee stands by exceeds a multiple of six (6) hours or eight (8) hours (as the case may be) the residual balance shall be compensated as follows:
    - (.01) one-half ( $\frac{1}{2}$ ) hour standby pay for periods of half or less than half of the full period.
    - (.02) one (1) hour standby pay for periods of more than half of the full period.
  - (4) Employees engaged in standby are paid at their respective classified pay rates. However, when called out, the standby person is paid no less than the Sub-Foreman--Public Works pay rate.

- (b) The following conditions shall apply to employees who are on standby:
- (1) Effective January 1st, 1976 all new employees in the Waterworks Division shall be required to take standby duties. Effective January 1st, 1986 all new employees in the Sewers Division shall be required to take water and sewer standby duties.
  - (2) A schedule of personnel who will agree to be on standby for emergency calls will be prepared and, under normal circumstances, they will rotate in order. Each person will be on standby from 4:30 p.m. on Friday, through to 8:00 a.m. on the following Friday. At this time, the person taking on standby duties will ensure that all necessary equipment is in the vehicle.
  - (3) In the event of inability of one standby employee to take their turn in order, the employee shall arrange for another to take their place with the approval of the applicable Section Manager. If, however, the person starts their week and is unable to complete it due to sickness or for some other valid reason, another standby will take over and the weekly standby premium could be prorated out between the two individuals involved. Anyone filling in for another in this way would still be required to take their full week in their regular turn.
  - (4) The applicable Section Manager will instruct each standby in the do's and don'ts of emergencies they can handle, and if in the opinion of the standby, the situation is serious enough to call out the applicable Section Manager, the employee may do so.
  - (5) Regular radio communications with the designated contact will be required of each standby employee whenever out on call and in the event of the standby employee requiring some labourers for assistance, the employee will again contact the designated contact who will have a list of all personnel, and will contact those who are prepared to come out.
  - (6) The maintenance vehicles for each division will be completely equipped for most emergencies and the standby employee will be responsible to handle the problem on their own if at all possible.
  - (7) The standby employee must be available for callout for all hours other than their normal working hours from 4:30 p.m. on Friday through to 8:00 a.m. on the following Friday during the duty week of standby.
  - (8) If the standby employee leaves their place of residence during their standby week, that person must at all times notify the designated contact as to their whereabouts, or make arrangements for someone at their place of residence to be able to contact the employee or keep a pager as provided, in their possession for call purposes.

### 3.10 Compressed Work Week

With respect to the Union's 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 operations of any of the Employers, should be made in local discussions between individual Employers and their respective Local Unions. It is agreed, however, that arrangements for the conversion of fringe benefits from a 5-day week basis to a 4-day week basis or to a 9-day fortnight basis shall be made in accordance with one or other of the standard formulas the details of which are set forth in Schedule "D".

It is expressly agreed that the various formulas in Schedule "D" are 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.

## ARTICLE 4 - CLASSIFICATION AND PAY

### 4.1 Job Evaluation

#### Section 1: Class Specifications

The Corporation will prepare and maintain class specifications describing the duties, responsibilities and requirements of all positions covered by this Agreement and will provide the Union with copies of same.

#### Section 2: Changes in Classification

Where, during the term of this Agreement the Union or incumbent employee believe that

- (a) a position has been allocated to an inappropriate class; or
- (b) an existing position has been inappropriately reclassified; or
- (c) a new position has been inappropriately classified

such matter shall be the subject of discussions between the parties, and failing agreement within sixty (60) calendar days, the Union may resolve any dispute relating to classification by referring the matter to step 2 of the Grievance Procedure.

#### Section 3: Changes in Valuation

Where, during the term of this Agreement

- (a) the Union believes that a class is incorrectly valued; or

- (b) the Corporation revalues an existing class or values a new class covered by this Agreement

such matter shall be the subject of discussions between the parties, and failing agreement within sixty (60) calendar days the Union may resolve any dispute relating to the valuation of a class by referring the matter to the next round of collective bargaining between the parties. By mutual agreement the Union and the Corporation may refer a valuation dispute to a third party for final and binding resolution.

#### Section 4: Effective Dates

Any change in rate of pay for an employee as a result of either reclassification or revaluation pursuant to Sections 2 and 3 above shall be retroactive to the date the position was filled in the case of a new position, to the date the reclassification or revaluation was initiated in the case of an existing position, or to any other date mutually agreed to by the parties.

#### 4.2 Definition of Employee

- (a) An employee is a person who is an "employee" as defined in the Labour Code.
- (b) Effective December 31, 1978 at 11:59 p.m., the definitions of employees and the benefits entitled "Temporary and Casual Employees", and contained in Schedule "F" attached hereto and forming part of this Agreement shall replace all existing definitions of employees and all other existing provisions which are in conflict with those contained in the said Schedule "F".

#### 4.3 Probationary Period

- (a) Employees hired on a regular full-time continuous basis or a regular part-time continuous basis, of unlimited term in an established position shall serve a probationary period of six (6) months' service to determine suitability for continued employment. Where a probationary employee is absent for ten (10) or more working days during the probationary period, the probationary period shall be extended by the total number of days absent.

The probationary employee is not accumulating seniority during the probationary period. However, upon successful completion of the probationary period, the number of hours worked during the probationary period will be accepted as seniority hours.

A Temporary Full-Time Employee who becomes a Regular Full-Time Employee without a break in service, and who subsequently successfully completes the probationary period, shall have such unbroken service as a Temporary Full-Time Employee credited for determining seniority, holiday benefits and other perquisites referable to length of service.

## (b) Effective 2014 February 24:

In the event an employee moves to a position that is in another classification that person shall be considered to be on trial for a period of not more than three (3) months. If, during the trial period, the employee is not considered satisfactory in the position, the employee shall be returned to their previous position without loss of seniority.

Upon promotion the employee shall receive the classification rate or the salary range rate immediately above their previous salary rate.

This Article 4.3(b) shall not apply to Temporary Full-Time Employees who become Regular Full-Time Employees.

4.4 Acting in Senior Capacity

- (a) Any employee (hourly rated) placed temporarily in a higher rated position than their regular position, shall be paid the higher rate of pay whilst so placed.
- (b) On every occasion that an Inside employee is temporarily required to accept the responsibilities and carry out the duties incidental to a position covered by this Agreement which is senior to the position which is normally held, the employee shall be paid for every day that they carry out the duties of the senior position at the minimum rate in the scale for such senior position, except where the salary received in their own position is equal to or exceeds the minimum of the senior position, in which case the employee shall receive the next higher rate in the pay range of the senior position.

For the purpose of this section, appointments of employees to a level of higher responsibility must be authorized in writing by the employee's exempt supervisor.

4.5 Wages and Salaries

- (a) Wages and salaries for all employees shall be in accordance with Schedules "A" and "B" attached hereto and forming part of this Agreement.
- (b) New employees or employees re-engaged shall be entitled to the standard rate of wage for the position for which they are engaged. If there is no classification and wage scale in Schedule "A" or "B" of this Agreement covering the position, such shall be established in accordance with Section 4.1.
- (c) Derivation of Bi-Weekly and Monthly Rates

The hourly rates set forth in Schedule "A" (and Schedule "B") 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:

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

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

- (d) Individual pay adjustments arising from periodic increments, reclassifications, revaluations and promotions (but not for acting in a senior capacity) are to commence at the beginning of the bi-weekly pay period the first day of which is nearer to the calendar date of the pay adjustment. This Clause 4.5 (d) is not intended to interfere with the provisions of Clause 4.4.

#### 4.6 Increments

Incremental steps in the Salary Ranges on Schedule "A" are to be awarded as set out below subject to Section 4.5(d), provided they have been earned by the employee and are recommended by the Department Head. In the event that a Department Head does not consider that an employee merits an increase to the next steps in the employee's range the Department Head shall advise the Union and the employee of the reason(s) for withholding the increment and also advise the employee as to how the employee may improve their efficiency, and that the progress of such employee will be reviewed within six (6) months, to ascertain whether the employee's work has improved sufficiently to warrant an increase in the employee's salary range.

Pay Grades 7 to 14: 6 months eligibility to move from steps 1 to 2 and 2 to 3; thereafter 12 months eligibility.

Pay Grade 15: 6 months eligibility to move from step 1 to step 2; thereafter 12 months eligibility.

Pay Grades 16 and above: 12 months eligibility.

#### 4.7 Shift Premium

Those classifications referenced in Schedule "C" as being eligible for shift differential shall be paid a shift differential of seventy-five cents (75c) per hour payable for all regular hours worked beyond the one hour on either side of the recognized regular daily hours of work, provided that where the majority of an employee's regular hours fall outside the period defined above, the shift premium shall be paid for all hours worked on the shift. For the purpose of this Clause, recognized regular daily hours of work are those hours defined in Clause 3.1.

#### 4.8 Overtime

Overtime shall be paid on the following basis except employees covered by Section 6.3(c) and except those hours of work covered by Sections 3.1(d) and 3.2.

- (a) Overtime shall be defined for Regular Full-Time and Temporary Full-Time Employees as:
- (1) time worked, immediately following the employee's regular shift;
  - (2) time worked immediately preceding the employee's regular shift where it has been prescheduled by notice provided prior to the end of the employee's previous regular shift;
  - (3) time worked at any other time where it has been prescheduled by notice provided prior to the end of the employee's previous regular shift.
- (b) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid for the performance of overtime work under Clause (a) at the following overtime rates:
- (1) time and one-half the rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift.
  - (2) double the 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.
  - (3) double the 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 4.8(b). Employees shall be paid a minimum of one and one-half (1½) hours at double time for overtime worked pursuant to this paragraph (b)(3).
- (c) Employees who are required to work overtime may elect at the time of working such overtime whether to be paid for it or instead to receive compensating time off in lieu. An employee who elects to receive compensating time off, shall be credited with compensating time off equivalent to the number of hours which the employee would have been paid for the overtime worked, and, subject to an employee's request to be granted compensating time off being approved by the Department Head (or delegate), such employee shall be granted any portion of the compensating time off to their credit at the pay rate or rates in effect at the time the overtime in question was worked. All compensating time off credited during a particular calendar year but which has not been granted to an employee by March 31st of the immediately following year shall be paid in cash at that time at the pay rate or rates in effect at the time the overtime in question was worked.

Subject to the available funding and with the approval of the Department Head, an employee may request, once per year, that any or all of their compensating time off credits be paid in cash at the pay rate or rates in effect at the time the overtime in question was worked.

#### 4.9 Callout

- (a) Callout is defined as being called back to work at any time following completion of a Regular Full-Time Employee's or Temporary Full-Time Employee's regular shift except when prescheduled by notice provided prior to the end of the employee's previous regular shift which is defined as overtime in Article 4.8.
- (b) A Regular Full-Time Employee or Temporary Full-Time Employee who is called out shall be paid double time without exception for the time actually worked plus one (1) hour's allowance for travelling to and from home, with a minimum of three (3) hours' pay at double time (the minimum includes one (1) hour for travelling time).
- (c) If additional calls are made upon the Regular Full-Time Employee or Temporary Full-Time Employee prior to the expiry of the three (3) hour period or prior to his/her arrival home, whichever last occurs, such additional calls shall not attract an additional three (3) hours minimum, but the employee shall be paid for the time actually worked plus an additional one (1) hour's allowance for travelling to and from home. If two separate callouts are completed within a three (3) hour period, the minimum payment shall be four (4) hours at double time (the minimum includes two (2) hours for travelling time).
- (d) 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.

#### 4.10 Overtime and Callout – Cost Recovery

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

### ARTICLE 5 - EMPLOYMENT

#### 5.1 Posting Vacancies

- (a) Where vacancies exist or new positions are created notice shall be posted in the Corporation's offices in the District Hall and in the Operations Centre office, and a copy giving full particulars shall be mailed to the Union Office. The position shall be filled on a regular basis no later than thirty (30) days after the posting of the notice. The Union Office shall be informed, in writing, of the name of the successful applicant within seven (7) days of the position being filled. Notwithstanding the foregoing, the Corporation may for any reason refrain from filling any position which becomes

vacant, or may defer making an appointment if all applicants fail to meet the requirements of the position.

- (b) Posting notices shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range, and anticipated length of any temporary assignment, if posted.

## 5.2 Seniority

- (a) In making promotion, transfers or layoffs, the required skill, knowledge and ability of the employees in respect to the position shall be the primary consideration, and where such qualifications are relatively equal, length of service of the employees with the Corporation shall be the determining factor. It is agreed and understood that in the matter of applicants, current service employees shall be given preference.
- (b) In the event of an employee being promoted from a position for which the Union either had bargaining authority at the time of the promotion or subsequently obtained bargaining authority, to a position whether included in or excluded from the Union contract, and such employee being subsequently laid off or demoted to a position for which the Union has bargaining authority, the Corporation shall have the right to place such employee in the position previously held by the employee or in any vacant position for which such employee is considered qualified. The employee, if so placed as the result of being laid off or demoted, shall suffer no loss of seniority and such seniority shall be their total length of service with the Corporation.
- (c) Upon request, the Corporation shall provide the Union with a seniority list for employees covered by this Collective Agreement at least once in each calendar year.

## 5.3 Layoff and Recall

- (a) In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority, provided that an employee may bump a junior employee only in cases where the senior employee is qualified to fill the lower position.
- (b) Except in cases of inclement weather, strikes, lockouts, or other circumstances beyond the control of the Corporation, the Corporation shall notify employees who have completed their probationary period and who are laid off at least ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work during the ten (10) days referred to above, the employee shall be paid for those days for which work was not made available.

The Corporation shall be required to give notice of layoff under this Section 5.3(b) only to those Regular Full-Time, Regular Part-Time, Temporary Full-Time and Auxiliary Employees who have acquired seniority rights in either a regular seniority pool or an auxiliary seniority pool and have completed the probationary period as aforesaid.

- (c) It is mutually agreed that in cases of temporary layoffs, the Corporation shall be permitted a period of no more than 72 hours in order for the Corporation to make any adjustments which may be caused by other provisions of the Collective Agreement.
- (d) It shall be the duty of each employee laid off to advise the Manager of Human Resources in writing of their correct mailing address and telephone number and the Corporation if rehiring within one (1) year, shall advise the employee by telephone and/or letter of the date on which that person is required to report for duty. Such notice shall be given so as to be received at least twenty-four hours prior to the required reporting time.
- (e) Employees who have completed their probationary period shall be recalled to positions for which they are qualified in order of their bargaining unit-wide seniority.
- (f) No new employees shall be hired following a layoff until those who were laid off have been given a reasonable opportunity of recall as follows. The Corporation shall make every reasonable attempt to contact employees in order of seniority, and employees shall be recalled in such order providing that they respond within the stipulated time limits. Upon making contact with an employee the Corporation shall specify the time when the employee shall report for work. An employee who does not respond within 48 hours of the Corporation's initial attempt to make contact, or who refuses to report for work shall be dropped to the bottom of the appropriate list for recall. An employee shall report to work at the time specified by the Corporation or, in extenuating circumstances, within two weeks of the Corporation's initial attempt to make contact. Each employee on layoff will be responsible for keeping the Corporation notified of a current contact point through which the employee can be reached.
- (g) In the event of layoffs, employees subsequently re-employed within one (1) year shall be credited with previous service for determining length of service for perquisites.

#### 5.4 Termination of Employment

- (a) All employees who have acquired seniority rights in either the regular seniority pool or the auxiliary seniority pool shall be entitled to notice upon termination of employment on the following basis:
  - (1) Less than one (1) year of service, two (2) weeks' notice or two (2) weeks' pay in lieu of notice.
  - (2) One (1) year of service or more, one (1) month's notice or one (1) month's pay in lieu of notice.
- (b) Where an employee voluntarily resigns from the service such employee shall give notice to the Corporation on the following basis:

- (1) Where the employee has less than one (1) year of service, two (2) weeks' notice.
- (2) Where the employee has one (1) year of service or more, one (1) month's notice.

However, it is mutually agreed and understood that the provisions of this Section do not apply to an employee who is serving the probationary period of six (6) months.

- (c) It is mutually agreed that the provisions of Section 5.4(a) of this Article do not apply in cases of temporary layoffs, or discharge for just cause.

## ARTICLE 6 - BENEFITS

### 6.1 Fringe Benefit Eligibility

All employees shall be entitled to fringe benefits upon completion of three (3) months of continuous probationary employment, except as follows:

- Compassionate Leave – as per Article 6.5;
- Medical Services Plan of British Columbia and Extended Health Benefits Plan – as per Article 6.10;
- Dental Plan – as per Article 6.11;
- Group Life Insurance – as per Article 6.12;
- Municipal Pension Plan – upon completion of six (6) months unless the Rules of the Municipal Pension Plan require earlier enrolment;
- Public Holidays – upon commencement of employment;
- Regular Part-Time and Auxiliary Employees – as per Schedule “F”.

### 6.2 Vacations

- (a) Paid annual vacations for full-time employees shall be allowed as follows:
  - (1) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth ( $\frac{1}{12}$ ) of fifteen (15) working days for each month, or portion of a month greater than one-half ( $\frac{1}{2}$ ), worked by December 31<sup>st</sup>.
  - (2) Fifteen (15) working days of annual vacation during the second up to and including the seventh (7<sup>th</sup>) calendar year of service.
  - (3) Twenty (20) working days of annual vacation during the eighth (8<sup>th</sup>) up to and including the fifteenth (15<sup>th</sup>) calendar year of service.
  - (4) Twenty-five (25) working days of annual vacation during the sixteenth (16<sup>th</sup>) up to and including the twenty-third (23<sup>rd</sup>) calendar year of service.

- (5) Thirty (30) working days of annual vacation during the twenty-fourth (24<sup>th</sup>) and all subsequent calendar years of service.
- (6) Employees other than those subject to Section 6.2(b), who leave the service of the Corporation 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 greater than one-half (½) worked to the date of termination.
- (7) Except as otherwise provided in Article 6.2, all vacation allowance to be earned during a calendar year must be taken during the said calendar year.

PROVIDED THAT:

- (8) "Calendar Year" for the purposes of this Agreement shall mean the twelve (12) month period from 01 January to 31 December, inclusive;
- (9) Any vacation entitlement due in accordance with Section 6.2(a)(2) and 6.2(a)(3) shall be taken after successful completion of the probationary period. Whenever the probationary period commences in the first part calendar year and concludes in the second calendar year, the entitlement earned in the first part calendar year may be carried over to the second calendar year;
- (10) Except for an employee who is receiving Workers' Compensation payments for an occupational injury that occurred during service with the Corporation, any entitlement in Article 6.2 shall be reduced commensurately for an employee's leave of absence without pay. In the case of a Regular Part-Time Employee, the vacation entitlement shall be on a pro-rata basis;
- (11) In all cases of termination of service for any reason, other than employees subject to Section 6.2(b), reimbursement shall be required for any over-payment of vacation;
- (12) In the case of a Public Holiday in accordance with Article 6.3 falling on or observed on a regular work day while an employee is on annual vacation, the employee shall be granted an extra day in lieu of such holiday; and that
- (13) Except for a hospitalization period which may occur during a scheduled annual vacation or whenever an illness or injury occurs prior to a scheduled annual vacation preventing an employee from commencing that vacation period, sick leave shall not be granted during a scheduled annual vacation.

(b) Vacation in Year of Retirement

Any regular employee:

- (1) who has reached minimum retirement age as defined in the Municipal Pension Plan and has completed at least ten (10) years of pensionable service in accordance with and as defined in the said Plan; or
- (2) whose age and years of service with the Corporation total eighty (80) years or more,

shall be entitled to receive full annual vacation on termination of employment for any reason. All other employees who leave the service shall be entitled to vacation in accordance with the appropriate clauses in this Section.

- (c)
  - (1) All employees other than those entitled to an annual percentage of earnings in lieu of vacation, will be paid during their annual vacations at their respective regular or classified rates of pay.
  - (2) As soon as possible following December 31st in each year, a vacation pay adjustment will be made in a lump sum to all employees other than those entitled to an annual percentage of earnings in lieu of vacation, where such employees' annual basic earnings exclusive of overtime and any other premium payments not normally taken into account in the computation of annual vacation pay exceeded their regular base rate earnings during the year in question. Such cash payments shall reflect the proportionate difference between the actual annual basic earnings and regular base rate earnings applied to the employee's annual vacation pay for the year in question, but shall not be paid in any case where the total amount payable is less than one dollar (\$1.00).
- (d) 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 he/she earns such vacation, 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 6.2(d) shall be twenty (20) working days.

(e) 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 his 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 his vacation into an Early Retirement Bank. Such deferred vacation may only be taken immediately prior to retirement. The

Corporation may, at its sole discretion, permit an employee to use such banked vacation under other circumstances.

(f) Supplementary Vacation

In addition to annual vacation entitlement under Section 6.2(a), each employee upon commencing their eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service shall thereupon become entitled to five (5) working days of supplementary vacation. It is understood between the parties that each employee shall become entitled to supplementary vacation on the first day of January in the year in which they qualify for such supplementary vacation. An employee shall retain supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies. An explanatory note and table is annexed hereto as Schedule "E" for the purposes of clarification.

6.3 Public Holidays

- (a) Employees hired on a full-time continuous basis shall be entitled to a holiday with pay on the following public holidays, namely: New Year's Day, Family Day\* (effective 2014 February 24), 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 Council to be a civic holiday.

\* If/when Family Day ceases to be a provincial public holiday under the laws of British Columbia, Family Day will no longer be considered a Public Holiday for the purposes of this Collective Agreement.

PROVIDED THAT:

- (1) Whenever one of the above-mentioned 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 in the absence of the other, 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:

SAVE AND EXCEPT THAT:

Whenever one of the above-mentioned public holidays falls on a Saturday or a Sunday and neither the Government of Canada, nor the Government of the Province of British Columbia proclaims that such public holiday be observed on a day other than a Saturday or Sunday, or the proclamations of such governments do not proclaim the same day for the observance of such public holiday, then not less than seven (7) calendar days prior to that public holiday the Corporation shall post a notice or notices in conspicuous places so that each employee affected thereby may have ready access to and see the same,

designating the employee's holiday entitlement in accordance with one of the following methods:

- (.01) One day's pay at the employee's regular rate of pay,
- OR
- (.02) A holiday with pay within the calendar year in which such public holiday falls, on any normal working day which immediately precedes or immediately follows one of the public holidays hereinbefore defined in this Section 6.3(a).
- (2) In the case of an employee's termination of service for any reason, adjustment will be made for any overcompensation provided under Section 6.3(a)(1)(.02) herein.
  - (3) Prior to the posting of any notice advising the employees of their entitlement under Section 6.3(a)(1) herein, the Corporation will afford the Union an opportunity to discuss the substance of the notice.
- (b) If a public holiday falls on a regular working day while an employee is on annual vacation, that person shall receive one (1) additional day of vacation with pay in lieu of the said public holiday.
  - (c) Subject to Clause (d), 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 an employee whose duties normally require them to work on public holidays or on scheduled shift work (but not including an employee who regularly works on day shift from Monday to Friday inclusive) is required to work on any public holiday as provided in Clause 6.3(a) which falls on or is observed on any day from Monday to Friday inclusive, then the employee shall be paid the regular pay for the holiday and in addition thereto the employee shall be given compensating time off equivalent to one and one-half (1½) times the number of hours worked on that public holiday. The Corporation shall have the ability to designate up to four (4) public holidays per year where the treatment for an employee who is working on the designated public holiday will be that the employee shall be paid one and one-half (1½) times their regular hourly rate for the hours worked on the public holiday and in addition the employee shall be given compensating time off equivalent to a regular work day in lieu of the 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 (c), then in lieu of such holiday the employee shall be paid the regular pay for the holiday plus double

the hourly rate of pay of the employee computed on the basis of the employee's normal working hours for the hours worked on such day off;

- (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 (c) shall not be treated as overtime except as provided in Clauses 4.8(a) and (b).
- (d) Whenever a public holiday defined in Clause 6.3(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 (c), 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 6.3(a) or Clause (c) prior to the beginning of any calendar year the Corporation and the Union may agree that whenever a public holiday defined in Clause 6.3 falls on a Saturday or Sunday, those employees referred to in Clause (c) 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 (d) "public holiday premium pay" means the equivalent compensation paid to employees referred to in Clause (c) for working on a public holiday defined in 6.3(a) which falls on or is observed on any day from Monday to Friday.

- (e) An employee (except an employee governed by Clause (c)) who is required to work on a public holiday defined in Clause 6.3(a) which falls on or is observed on any day from Monday to Friday inclusive shall be paid the employee's normal rate for the said holiday plus double the hourly rate of pay of the employee computed on the basis of his normal working hours for the hours worked on the holiday.

#### 6.4 Sick Leave and Workers' Compensation Board

- (a) Employees shall be granted Sick Leave with pay at the rate of twenty (20) working days per year cumulative to a maximum of one hundred and twenty (120) working days.
- (b) Notwithstanding the foregoing Section, the Corporation may, at its own discretion, grant further periods of Sick Leave in special circumstances.
- (c) Medical certificates may be required by the Corporation as proof of sickness.
- (d) Any full-time employee who has completed three months of continuous service, and who is or becomes temporarily incapacitated by illness or injury suffered during the course of employment, shall be entitled to the benefits as follows:

- (1) An employee whose claim for WCB temporary disability benefits is accepted by the WCB, shall assign his or her WCB cheque to the Corporation and the Corporation shall pay approximate net salary. In the event the WCB rejects a claim, or during a period of WCB delay prior to accepting one, the Corporation will pay the full regular salary to the employee for as long a period as the employee has sick leave, vacation and overtime credits. Where the WCB subsequently accepts an employee's claim, the employee's pay shall be recalculated retroactive for the period of the claim.
- (2) Where the first day or part day is not paid by the Board, the Corporation shall pay for the first day or part day provided however, that such employee has the required Sick Leave to his credit.

(e) Sick Leave Reimbursement

An employee who has received sick leave benefits for injuries caused by a third party shall be obliged, in the event such employee undertakes an action for recovery of damages against the third party, to seek recovery of the total cost of wages and benefits paid to the employee while on sick leave. The employee shall be obliged to reimburse the Corporation to the extent the employee succeeded in recovering such wages and benefits. This provision includes claims made to ICBC.

(f) Family Illness

Where no one other than the employee can provide for the care of an immediate member of the employee's family (defined as spouse, child, parent and parent-in-law) during an illness, an employee shall be entitled, after notifying the employee's immediate Supervisor, to use up to three (3) accumulated sick leave days per calendar year for this purpose.

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

6.5 Bereavement Leave

- (a) Any employee who has completed six (6) months of employment, may be granted compassionate leave without loss of pay for a period not to exceed three (3) working days in the following events:
  - (1) In the case of the death of the employee's spouse (including common-law spouse and same-sex partner), child, ward, brother, sister, parent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or guardian;
  - (2) In the case of the death of any other relative if living in the employee's household.

- (b) Any employee who qualifies for compassionate leave without loss of pay under paragraph (a) herein, and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Fraser Valley Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Request for leave under paragraphs (a) and (b) herein shall be submitted to the employee's Department Head who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for compassionate leave without loss of pay under paragraph (a) herein may be granted such leave when on annual vacation if approved by their Department Head. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such compassionate leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Department Head, an employee may be granted leave of up to one-half ( $\frac{1}{2}$ ) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by paragraph (a) herein.

#### 6.6 Jury Duty Leave

An employee called for Jury Duty, or as a Witness by subpoena will be allowed time off during the period of such duty with continuance of regular pay. Any remuneration received for such duty will be remitted to the Finance Department:

PROVIDED HOWEVER,

that the Corporation will not make any 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.

#### 6.7 Maternity and Parental Leave

##### (a) Length of Leave

##### Birth Mother

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

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

#### Birth Father and Adoptive Parent

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

#### Extensions - Special Circumstances

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

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

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

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

- (1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- (3) The Corporation 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 she or he 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, her maternity leave will be deemed to have started on the date she gave birth.

(c) Return to Work

On resuming employment an employee shall be reinstated in his or her 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 his or her Department Head of his or her intention to return to work pursuant to paragraph (b)(4) and who subsequently suffers any illness or disability which prevents him or her 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 he or she 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 his or her 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) Effective 2014 February 24:  
  
Pension contributions will cease during the period of leave. Any purchase of pension for the leave period must be done in accordance with the Rules of the Municipal Pension plan.

(f) Supplementary Employment Insurance Benefits

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

6.8 Negotiations and Union Representative's Leave

- (a) In the event of discussion being considered necessary by either party during the term of this Agreement relating to rates of pay, hours of work, or other working conditions, it is agreed that either party may require the other party to meet in order to carry on such discussions.

- (b) (1) All applications for leave of absence granted with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Corporation. Requests for such leave of absence shall nevertheless be given precedence over any other applications for leave on the same day.
- (2) With respect to any leave of absence granted without pay, the Corporation shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount, including the Corporation's contribution on behalf of each such representative for group life insurance coverage, medical coverage, sickness and accident insurance coverage, and municipal superannuation. The Union shall then reimburse the Corporation to the amount of the account rendered within sixty (60) days.
- (3) Upon application to, and upon receiving the permission of the Manager of Human Resources in each specific case, official representatives of the Union may be granted time off for the purpose of collective bargaining with the Corporation or for the purpose of settling a grievance as outlined elsewhere in this Agreement. Not more than three such official representatives shall be granted leave of absence without loss of pay for the time so spent. Further official representatives may be granted leave of absence without pay.
- (4) Upon application to, and upon receiving the permission of the Manager of Human Resources in each specific case, official representatives of the Union shall be granted leave of absence without pay for the purpose of attending the national and B.C. divisional conventions of the C.U.P.E., the annual convention of the B.C. Federation of Labour and the biennial convention of the Canadian Labour Congress.
- (5) Upon application to, and upon receiving the permission of the Manager of Human Resources in each specific case, official representatives of the Union may be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the Canadian Union of Public Employees.
- (6) The Corporation agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing their duties as an officer of the Union shall not lose seniority in the service of the Corporation and shall continue to accumulate seniority while performing such duties. Upon retirement from 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 than their own. If all of the positions within such class are held by employees with more seniority than their own or have been abolished, such

former Union officer shall be entitled to return to any other vacant position for which the employee is qualified.

- (7) The Corporation agrees that any employee who might be elected or appointed to a full-time position with the Canadian Union of Public Employees, the Vancouver Labour Council, the B.C. Federation of Labour or the Canadian Labour Congress shall be granted leave of absence without pay and shall not lose seniority in the service of the Corporation while on such leave of absence, it being understood that seniority does not accrue during the leave of absence without pay. Upon termination of such period of office, such employee may return to the first vacant position for which the employee is qualified in the service of the Corporation.
- (8) The Union shall provide the Corporation with a list of its elected officers, job stewards and any other official representatives. This list shall be kept current by the Union at all times.

#### 6.9 Benefit Administration

Subject only to the Letter of Understanding attached as Schedule 17 to the Joint Memorandum of Agreement dated 1986 June 17, the Corporation has the sole responsibility for all aspects of the administration of the health and welfare benefit plans. Benefits for Regular Part-Time Employees are set out in Schedule "F" of this Agreement.

#### 6.10 Medical Services Plan of British Columbia and Extended Health Benefits Plan

##### (a) Medical Services Plan

Regular Full-Time Employees shall, effective the first day of the month following commencement of employment, and Temporary Full-Time Employees shall, upon the completion of six (6) months of continuous service, be entitled to be insured under the Medical Services Plan established under the Medical Services Act of British Columbia subject to being eligible for coverage under the Medical Services Plan, with the Corporation paying seventy-five percent (75%) and the employees paying twenty-five percent (25%) of the premium.

##### (b) Extended Health Care Plan

Regular Full-Time Employees shall, effective the first day of the month following commencement of employment, and Temporary Full-Time Employees shall, upon the completion of six (6) months of continuous service, subject to being eligible for coverage under the rules of the Extended Health Care Plan, be entitled to be insured under the Extended Health Care Plan. The provision of the benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits, coverage for:

- (a) eye exams to a maximum payable of \$75.00 per person, every twenty-four (24) month period;
- (b) a vision care option (\$300.00 per person), payable per twenty-four (24) month period);
- (c) hearing aids (\$700.00 per person);
- (d) orthopedic shoes, diabetic equipment and supplies, ostomy supplies, clinical psychologist services (\$600.00 per person), and coverage for the Nicotine Patch with a \$350 per person lifetime maximum;
- (e) massage practitioner and physiotherapist services to a combined maximum of \$800.00 per calendar year; chiropractor and naturopath services to a combined maximum of \$500.00 per calendar year; acupuncture treatments to a maximum of \$200.00 per calendar year and podiatrist services to a maximum of \$350.00 per calendar year.

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

The Corporation shall pay seventy-five percent (75%) and the employees shall pay twenty-five percent (25%) of the premium.

#### 6.11 Dental Plan

The parties agree to continue the dental plan compulsory for all Regular Full-Time Employees effective the first day of the month following commencement of employment and for all Temporary Full-Time Employees who have completed six (6) months of continuous temporary full-time service and subject to being eligible for coverage under the rules of the Dental Plan, on the following basis:

- (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 \$3000 for adults and dependent children as defined by the Plan.
- (d) The Corporation shall pay eighty-five percent (85%) and the employees shall pay fifteen percent (15%) of the premium.
- (e) The compulsory feature does not apply to those employees who have coverage under some other dental plan provided they advise the Manager of Human Resources in writing of their plan number and carrier name.

## 6.12 Group Life Insurance

Effective the first day of the month following commencement of employment, all Regular Full-Time Employees and Temporary Full-Time Employees shall join the group life insurance plan, subject to being eligible for coverage under the rules of the Group Life Insurance Plan, provisions of which are outlined hereunder:

- (a) Coverage shall be one and one-half (1½) times basic annual salary, which shall be computed to the next higher \$1,000.
- (b) Coverage will be provided until age 65 without the payment of premiums in the case of an employee becoming totally and permanently disabled prior to age 65.
- (c) One thousand dollars (\$1,000) coverage shall be provided to employees who retire at age 65, or who terminate their employment having qualified for full vacation pursuant to the provisions of Article 6.2(b). This paragraph is not applicable to employees who retire after 1999 December 31.
- (d) The cost of the \$1,000 coverage for retired employees will be incorporated into the premiums borne equally by the Corporation and the active employees.
- (e) The Corporation shall pay seventy-five percent (75%) and the employees shall pay twenty-five percent (25%) of the premium.
- (f) Optional Group Life Insurance

Effective 2014 February 24, 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 the maximum allowed by the insurance carrier. The employee shall pay one hundred percent (100%) of the premiums for the optional coverage.

## 6.13 Medical, Extended Health, Dental and Group Life Requalifying Periods - Temporary Full-Time Employees

When a previous Temporary Full-Time Employee is re-employed within six (6) months as a Temporary Full-Time Employee, the employee shall not have to re-serve the qualifying periods for any of the Medical, Extended Health, Dental, or Group Life Insurance benefits for which the employee had previously qualified. The employee shall be reinstated on the applicable benefits the first of the month following the date of rehire subject to being eligible for coverage under the rules of the Plans. Any benefits that the Temporary Full-Time Employee had not previously completed the qualifying period for shall be re-served in full.

## 6.14 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 subject to being eligible for coverage under the rules of the Plans.

6.15 Retirement Benefit

- (a) Employees who are eligible shall be covered by the provisions of the Municipal Pension Plan.
- (b) All employees shall be retired in accordance with the provisions of the Municipal Pension Plan, and on retiring shall receive thirty (30) working days' pay.
- (c) Annual vacation entitlement in year of retirement shall be in accordance with Article 6.2(b).

6.16 Continuation of Pension Contributions

Where, due to a layoff, a Full-Time Employee has their hours of work reduced and employment status changed, the employee shall continue to contribute to the Municipal Pension Plan. Contributions made by the Corporation and the employee shall be made on the basis of the new hours worked, and are subject to the requirements of the Municipal Pension Plan.

6.17 Service Severance Pay

It is agreed and understood that "Service Severance Pay" shall be paid to employees of the Corporation on the following basis:

- (a) Employees leaving the service of the Corporation other than on retirement and who have completed ten (10) years of service or more shall be paid two (2) days for each year of service.
- (b) Employees retiring from the service of the Corporation shall be paid at the rate of four (4) working days for each year of service with the Corporation.
- (c) For the purpose of Service Severance Pay, the following definitions shall apply:
  - (1) "Retirement" - shall be defined as an employee leaving the service of the Corporation at any time following attainment of the minimum retirement age as established under the Municipal Pension Plan, upon receipt of a disability allowance in accordance with the provisions of the Municipal Pension Plan, or having twenty-five (25) years or more of pensionable service but leaving the service of the Corporation prior to attainment of retirement age.
  - (2) "Day's Pay" - shall be defined as pay for one (1) day at the then current rate of pay for the classification in which the employee was regularly employed.

## 6.18 Meal Periods

### (a) During Overtime

If a Regular Full-Time Employee or Temporary Full-Time Employee is required to work overtime immediately following or immediately preceding the employee's regular shift under Clause 4.8(a)(1) or Clause 4.8(a)(2) then upon the completion by the employee of two (2) continuous hours of such overtime work, the employee shall be given a paid meal period of one-half ( $\frac{1}{2}$ ) hour which the Corporation may permit the employee to begin at any time within the two (2) hour period; provided however that, except in the case of an emergency, the meal periods shall begin no later than the end of the two (2) hour work period. Upon the completion of each succeeding three and one-half ( $3\frac{1}{2}$ ) continuous hours of overtime work, the employee shall be given another paid meal period of one-half ( $\frac{1}{2}$ ) hour which, except in an emergency, shall be taken no later than the end of each three and one-half ( $3\frac{1}{2}$ ) hour work period.

### (b) During Overtime, Callouts and Pre-Scheduled Overtime

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

(c) For each meal period given to a Regular Full-Time Employee or Temporary Full-Time Employee under Clause 6.18(a) or Clause 6.18(b) the employee shall be paid one-half ( $\frac{1}{2}$ ) hour's pay at double the employee's regular rate of pay.

(d) Where by reason of an emergency it is not feasible to give a meal period at the designated time under Clause 6.18(a) or Clause 6.18(b) it shall be taken as soon as practicable and in addition the Corporation shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time as the employee would have been otherwise entitled to a paid meal period.

(e) The Corporation shall not be responsible for supplying nourishment to employees except as provided in Clause 6.18(d) which would preclude a meal period to be taken at the designated time.

(f) It is clearly understood that continuous periods of time must be worked to qualify for paid meal periods.

#### 6.19 Hand Tools

In any case where Trades employees or other employees are required by the Corporation to provide their own hand tools, and where such hand tools are broken as a result of such employees carrying out their required duties and responsibilities in a proper manner, then the Corporation shall pay the cost of replacing such broken hand tools, unless the employee is able to effect replacement without cost under the terms of a guarantee or warranty.

- (a) The Corporation will designate those positions or classes of positions whose incumbents are required to provide their own hand tools. In the matter of any dispute which might arise over whether or not an employee is required to provide their own hand tools, the provisions of the Grievance Procedure contained in Article 7 of the Collective Agreement will apply.
- (b) Claims for replacement of any hand tool broken as a result of an employee carrying out their required duties and responsibilities in a proper manner, will be made on a form which shall be supplied by the Corporation.
- (c) The broken hand tool will be submitted at the time an employee requests a copy of the form.
- (d) In order for a claim to be acceptable, breakage will have to be reported orally to the employee's designated supervisor at the earliest reasonable opportunity, and the form will have to be completed not later than the end of the working shift during which the breakage occurred.
- (e) When a claim has been accepted, the Corporation will provide a tool of the same or equivalent make and quality as the tool which was broken. Whenever it is considered desirable by the employee that the Corporation should provide a tool which is the same as that which was broken, then if it is possible to purchase such replacement in the Greater Vancouver area, the Corporation shall provide a tool of the same make and quality.
- (f) In the matter of adjudication of claims by the Corporation's supervisory staff, it is agreed that the employees will possess no right to appeal the decisions of their supervisors.

#### 6.20 Tool Reimbursement for Trades 2 - Mechanics

Trades 2 - Mechanics who are required to supply their own tools shall be reimbursed up to \$150.00 per calendar year, non-accumulative for the purchase of pre-approved new tools that are required in the performance of their duties. The Corporation shall provide fire and theft insurance for Mechanics' tools that are used in their work and are stored at the Operations Centre in the amount of \$10,000.00 per Trades 2 - Mechanic. The insurance will include a deductible of \$250.00 payable by the employee.

6.21 Apprentices Attending Courses

Apprentices will receive full pay less normal deductions while attending courses necessary for completion of their apprenticeship, providing however, that any allowances or monies paid to them from other sources are remitted to the Corporation.

6.22 First Aid Premiums

Employees who are required by the Corporation 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 Corporation as follows:

	<u>Full-Time Employees</u>	<u>Regular Part-Time &amp; Auxiliary Employees</u>
OFA Level II	\$125 per month	80¢ per hour
OFA Level III	\$145 per month	95¢ per hour

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

6.23 Dirty Pay

A premium of fifty cents (50¢) (effective 2014 February 24, ninety cents (90¢)) per hour shall be paid to Sewers employees for the actual time spent in direct contact with live sewage.

6.24 Safety Work Boot Allowance

- (a) Except as provided in paragraph (b) below, Regular Full-Time Employees who are required to wear safety work boots in accordance with WorkSafeBC regulations shall be paid an allowance of twenty-five dollars (\$25.00) on September 1<sup>st</sup> of each year.
- (b) Regular Full-Time Outside Employees who are assigned to the paving crew on a year-round basis shall be reimbursed up to \$100 on September 1<sup>st</sup> each year upon presentation of receipts.

ARTICLE 7 - GRIEVANCE PROCEDURE AND ARBITRATION7.1 Grievance Procedure

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

An employee shall meet with the appropriate Supervisor within ten (10) working days, with or without a Union representative, to discuss an employee's complaint to determine whether the matter can be resolved or is to be formalized as a grievance.

#### Step 1

If a satisfactory settlement of the complaint is not reached with the appropriate Supervisor the matter may be submitted in writing as a formal grievance within ten (10) days of the above meeting, to the Department Head who will meet with the Union representative within five (5) working days of receipt of the grievance.

#### Step 2

Failing settlement within five (5) working days under Step 1 above, the Union's Grievance Committee and/or representative, may within no more than ten (10) working days submit the matter in writing to the Municipal Manager or his authorized representative, who may, within five (5) working days, meet with the employee(s), the Grievance Committee and any other persons involved with a view to resolving the matter.

#### Step 3

If a satisfactory settlement is not reached under Step 2 above, within ten (10) working days after the matter was first submitted for settlement, the Union may within no more than twenty (20) working days, refer the matter to a Board of Arbitration.

Notwithstanding the above, if the party that referred a grievance to Arbitration does not pursue the grievance (by naming their representative, if applicable, and counsel) within ninety (90) calendar days of the date the grievance was referred to Arbitration, the grievance shall be deemed to have been abandoned.

### 7.2 Arbitration

Effective 2014 February 24:

Either party shall notify the other, in writing of the question(s) to be arbitrated (the "Written Notice").

The parties shall use a single Arbitrator unless either party wants a three (3) member Arbitration Board.

Where the parties use a single Arbitrator, the parties shall, within ten (10) calendar days after receiving the Written Notice, discuss who shall be appointed as the Arbitrator. If the parties fail to mutually agree to the single Arbitrator within the ten (10) calendar day period, the appointment shall be made by the Director, Collective Agreement Arbitration Bureau upon the written request of either party.

Where the parties use a three member Arbitration Board, the party who issues the Written Notice shall advise the other party of the name and address of its chosen representative on the Arbitration Board. After receiving such notice, the other party shall, within ten (10) calendar days appoint its representative on the Arbitration Board and give notice, in writing of such appointment to the other party. The representatives of the parties concerned shall meet within ten (10) calendar days of the appointment of the last representative and endeavour to select the third member, who shall be Chairperson. If, within ten (10) calendar days of their first meeting, the two representatives fail to select a third member as Chairperson, either party to this Agreement may request the Director, Collective Agreement Arbitration Bureau to appoint a Chairperson.

The provisions of the Labour Relations Code shall govern such decision of the Board. The majority decision of the Arbitration Board shall be final and binding on both parties.

Each party shall bear the expenses of its appointed representative and shall pay one-half (½) of the expenses and compensation of the Arbitrator.

### 7.3 Wrongful Dismissal

Where under Section 7.2 an Arbitration Board finds that an employee has been dismissed, suspended or otherwise disciplined for other than proper cause, such Arbitration Board may:

- (a) Direct the Corporation to reinstate the employee and pay to the employee a sum equal to their wages lost by reason of that person's dismissal, suspension, or other discipline, or such lesser sum as, in the opinion of the Arbitration Board, is fair and reasonable, or
- (b) Make such other order as it considers fair and reasonable, having regard to the terms of this Agreement.

## ARTICLE 8 - TECHNOLOGICAL CHANGE

### 8.1 Notice of Change

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

- (a) affects the terms and condition, 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.

## 8.2 Discussion

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

## 8.3 Referral to Arbitration

Where the Corporation 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 to an Arbitration Board constituted under Article 7 of this Agreement, by-passing all other steps in the Grievance Procedure.

## 8.4 Arbitration Board

The Arbitration Board shall decide whether or not the Corporation has introduced, or intends to introduce a Technological Change, and upon deciding that the Corporation 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 Corporation will not proceed with the Technological Change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
  - (3) That the Corporation reinstate any employee displaced by reason of the Technological change;
  - (4) That the Corporation pay to that employee such compensation in respect of his or her displacement as the Arbitration Board considers reasonable.

## ARTICLE 9 - GENERAL PROVISIONS

### 9.1 Crossing Picket Lines

It is hereby agreed between the parties to this Agreement that no employee will be required to enter any building, property or business where a picket line is in evidence, when such picket line is legally established under the Statutes of the Province of British Columbia, it being understood that adequate arrangements will be permitted in cases of emergency.

### 9.2 In Event of City and District Amalgamation

In the event of a vote in favour of amalgamation in both the City and District of North Vancouver, there will be established, within thirty (30) days of the execution of the City and District uniting agreement, a joint committee of Management and Labour consisting of one to be appointed by each of the two Councils and two to be appointed by the Union to consider and make recommendations with respect to matters dealing with the integration of employees whose positions are affected by the amalgamation.

### 9.3 Changes Affecting the Agreement

The Corporation agrees that any reports or recommendations made to 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 Council as to afford the Union reasonable opportunity to consider them and make representations to 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 Corporation.

### 9.4 Occupational Health and Safety Committee

An Occupational Health and Safety Committee shall have equal representation from the Corporation and the Union with a quorum consisting of two from each. The Union shall appoint its own representatives. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the Municipal Manager.

### 9.5 Sexual Harassment

The Corporation and the Union agree that Sexual Harassment shall not be tolerated in the workplace.

### 9.6 Other Provisions

The Schedules attached hereto and marked with the letters "A", "B", "C", "D", "E", "F", and "G", and the Letters of Understanding shall form part of this Agreement.

IN WITNESS WHEREOF

FOR:

THE CORPORATION OF THE DISTRICT OF NORTH  
VANCOUVER

“Richard Walton”

\_\_\_\_\_  
MAYOR

“James A. Gordon”

\_\_\_\_\_  
MUNICIPAL CLERK

November 12, 2014

\_\_\_\_\_  
Date

FOR:

THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 389, NORTH VANCOUVER

“Cindy McQueen”

\_\_\_\_\_  
PRESIDENT

“Rod Smele”

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

Nov 12/2014

\_\_\_\_\_  
Date

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER

SCHEDULE "A" - INSIDE CLASSES

<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
	Accounting Clerk 1	15
	Accounting Clerk 2	17
	Accounting Clerk 3	22
	Accounts Payable Clerk I	14
	Administration Tech. 1 - Engineering	23
	Administration Tech. 2 - Engineering	25
C	Animal Shelter Attendant	15
C	Animal Welfare Officer	18
	Applications Developer	26
	Arboriculture & Environment Assistant	21
B	Asst. Engineering Services Technician	18
	Building Inspector I	(Steps 3-5) 26
	Building Inspector II	28
	Building Inspector – Plans Reviewer 2	23
	Business Systems Analyst	28
	Business Systems Support Analyst	26
C	Buyer	20
C	Bylaw Enforcement Officer	19
C	Bylaw Enforcement Supervisor	22
	Cashier - Children's Farm	12
	Cashier-Clerk	15
A	Clerk 1	11
	Clerk II	13
	Clerk 3	17
C	Clerk – Animal Shelter	13
	Clerk - Operations	15
	Clerk – Permits & Licenses	15
	Clerk Stenographer 2	13
	Clerk Stenographer 3	15
A	Clerk Typist I	10
	Clerk Typist II	13
	Clerk Typist 3	15
	Commercial Plans Reviewer	24
	Committee Clerk - Secretary	17
	Communications, Marketing & Program Coordinator	21
	Community Forester	26
	Community Programs Coordinator	19
	Community Service Clerk	15
	Compost Coach	11

SCHEDULE "A" (cont'd)

Page 2

<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
	Coordinator of Maintenance	22
	Customer Service Representative	15
	Design Coordinator	27
	Design Technician	23
	Design Technologist	25
	Development Technician – Engineering	21
C	Dog License Canvasser	11
	Ecology Centre Attendant 1**	299 (spec)
	Ecology Centre Attendant 2**	300 (spec)
	Ecology Centre Programmer	18
	Ecology Centre Supervisor	20
	Electrical Inspector I	(Steps 3-5) 26
	Electrical Inspector II	28
	Energy Specialist	23
	Engineering Operators Analyst	21
B	Engineering Technologist	25
	Environmental Control Technician	23
	EOC & Technical Coordinator	21
	Film, Arts and Culture Coordinator	23
	Financial Analyst	25
	GIS Analyst	24
	GIS Coordinator	28
	GIS Technician	19
	Graphics and Display Technician	20
B	Instrumentman	21
	Insurance and Risk Advisor	23
	Internet Information Specialist	21
C	Junior Animal Welfare Officer	16
	Lead Animal Shelter Attendant	17
	Maintenance Assistant	14
	Network Administrator	28
	Network Analyst	25

SCHEDULE "A" (cont'd)

<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
C	Parking Bylaw Enforcement Officer	17
B	Parks Designer	27
B	Parks Development Technician	24
	Parks Planner	29
	Payroll Clerk	17
	Payroll Supervisor	24
	Plan Checking Assistant	18
	Planner I	28
	Planner 2	30
	Planner 2 - Urban Design	30
	Planner 3	33
	Planning Analyst	26
	Planning Assistant 2	20
	Planning Assistant III	23
	Planning Assistant 4	25
	Plans Reviewer 1	21
	Plumbing & Gas Inspector 1 (Steps 3-5)	26
	Plumbing & Gas Inspector II	28
	Program Coordinator – Utilities	21
	Properties Clerk	19
	Property Services Agent	28
	Property Use/Business License Bylaw Enforcement Coordinator	23
	Property Valuator-Negotiator I	22
	Property Valuator-Negotiator 2	26
	Purchasing & Risk Supervisor	25
	Real Estate Coordinator	25
	Records Management Clerk	17
A,B	Rodman I	12
B	Rodman II	15
C	Senior Animal Welfare Officer	20
C	Senior Buyer	24
	Senior Park Ranger	18
	Social Planner I	28
	Social Planner II	30
C	Storekeeper	16
C	Storekeeper-Buyer	22
	Storeman – Garage	14
	Supervisor - Engineering Admin.	26
B	Supervisor - Engineering Services & Const.	28
	Supervisor, Facilities Maintenance	23

SCHEDULE "A" (cont'd)

Page 4

<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
	Supervisor – Residential Plans Reviewer	23
	Supervisor – Survey Operations	25
	Tax Analyst	24
A	Telephone Operator-Receptionist	12
A	Traffic Counter	7
	Traffic Technician	21
	Traffic Technologist	25
B	Trail and Habitat Coordinator	21
	Training & Volunteer Coordinator	19
	Transportation Planner	30
	Transportation Planning Technician I	23
	Transportation Planning Technologist	25
	User Support Specialist	21
C	Works Inspector 1	13
C	Works Inspector II	19
C	Works Inspector III	24

NOTES:

- A These positions receive an increment each six months.
- B Employees in these positions may work 37½ hours per week as required.
- C Employees in these positions may work 40 hours per week as required.

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.

Classes and/or pay grades that have been abolished, established, reclassified, revalued and/or retitled subsequent to the commencement of the term of Agreement are only effective as of the date such change occurred.

SCHEDULE "A" (cont'd)

\*\* The following classes do not have assigned Pay Grades but are paid the hourly rates as follows:

Effective Dates:      A = 2012 January 01  
                              B = 2013 January 01  
                              C = 2014 January 01  
                              D = 2015 January 01

<u>Class Title</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
Ecology Centre Attendant 1	20.46	20.82	21.18	21.60
Ecology Centre Attendant 2	20.79	21.15	21.52	21.95

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVERPAY RATES - INSIDE CLASSES

Key: A = 2012 January 01 – December 31  
 B = 2013 January 01 – December 31  
 C = 2014 January 01 – December 31  
 D = 2015 January 01 – December 31

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
7	A	16.38	17.03	17.70	18.41	19.14
	B	16.67	17.33	18.01	18.73	19.47
	C	16.96	17.63	18.33	19.06	19.81
	D	17.30	17.98	18.70	19.44	20.21
8	A	17.03	17.70	18.41	19.14	19.87
	B	17.33	18.01	18.73	19.47	20.22
	C	17.63	18.33	19.06	19.81	20.57
	D	17.98	18.70	19.44	20.21	20.98
9	A	17.70	18.41	19.14	19.87	20.71
	B	18.01	18.73	19.47	20.22	21.07
	C	18.33	19.06	19.81	20.57	21.44
	D	18.70	19.44	20.21	20.98	21.87
10	A	18.41	19.14	19.87	20.71	21.51
	B	18.73	19.47	20.22	21.07	21.89
	C	19.06	19.81	20.57	21.44	22.27
	D	19.44	20.21	20.98	21.87	22.72
11	A	19.14	19.87	20.71	21.51	22.36
	B	19.47	20.22	21.07	21.89	22.75
	C	19.81	20.57	21.44	22.27	23.15
	D	20.21	20.98	21.87	22.72	23.61
12	A	19.87	20.71	21.51	22.36	23.29
	B	20.22	21.07	21.89	22.75	23.70
	C	20.57	21.44	22.27	23.15	24.11
	D	20.98	21.87	22.72	23.61	24.59

SCHEDULE "A" (cont'd)

Key: A = 2012 January 01 – December 31  
 B = 2013 January 01 – December 31  
 C = 2014 January 01 – December 31  
 D = 2015 January 01 – December 31

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
13	A	20.71	21.51	22.36	23.29	24.26
	B	21.07	21.89	22.75	23.70	24.68
	C	21.44	22.27	23.15	24.11	25.11
	D	21.87	22.72	23.61	24.59	25.61
14	A	21.51	22.36	23.29	24.26	25.22
	B	21.89	22.75	23.70	24.68	25.66
	C	22.27	23.15	24.11	25.11	26.11
	D	22.72	23.61	24.59	25.61	26.63
15	A	22.36	23.29	24.26	25.22	26.28
	B	22.75	23.70	24.68	25.66	26.74
	C	23.15	24.11	25.11	26.11	27.21
	D	23.61	24.59	25.61	26.63	27.75
16	A	23.29	24.26	25.22	26.28	27.36
	B	23.70	24.68	25.66	26.74	27.84
	C	24.11	25.11	26.11	27.21	28.33
	D	24.59	25.61	26.63	27.75	28.90
17	A	24.26	25.22	26.28	27.36	28.49
	B	24.68	25.66	26.74	27.84	28.99
	C	25.11	26.11	27.21	28.33	29.50
	D	25.61	26.63	27.75	28.90	30.09
18	A	25.22	26.28	27.36	28.49	29.68
	B	25.66	26.74	27.84	28.99	30.20
	C	26.11	27.21	28.33	29.50	30.73
	D	26.63	27.75	28.90	30.09	31.34
19	A	26.28	27.36	28.49	29.68	30.90
	B	26.74	27.84	28.99	30.20	31.44
	C	27.21	28.33	29.50	30.73	31.99
	D	27.75	28.90	30.09	31.34	32.63

SCHEDULE "A" (cont'd)

Key: A = 2012 January 01 – December 31  
 B = 2013 January 01 – December 31  
 C = 2014 January 01 – December 31  
 D = 2015 January 01 – December 31

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
20	A	27.36	28.49	29.68	30.90	32.21
	B	27.84	28.99	30.20	31.44	32.77
	C	28.33	29.50	30.73	31.99	33.34
	D	28.90	30.09	31.34	32.63	34.01
21	A	28.49	29.68	30.90	32.21	33.55
	B	28.99	30.20	31.44	32.77	34.14
	C	29.50	30.73	31.99	33.34	34.74
	D	30.09	31.34	32.63	34.01	35.43
22	A	29.68	30.90	32.21	33.55	34.96
	B	30.20	31.44	32.77	34.14	35.57
	C	30.73	31.99	33.34	34.74	36.19
	D	31.34	32.63	34.01	35.43	36.91
23	A	30.90	32.21	33.55	34.96	36.47
	B	31.44	32.77	34.14	35.57	37.11
	C	31.99	33.34	34.74	36.19	37.76
	D	32.63	34.01	35.43	36.91	38.52
24	A	32.21	33.55	34.96	36.47	38.02
	B	32.77	34.14	35.57	37.11	38.69
	C	33.34	34.74	36.19	37.76	39.37
	D	34.01	35.43	36.91	38.52	40.16
25	A	33.55	34.96	36.47	38.02	39.60
	B	34.14	35.57	37.11	38.69	40.29
	C	34.74	36.19	37.76	39.37	41.00
	D	35.43	36.91	38.52	40.16	41.82
26	A	34.96	36.47	38.02	39.60	41.30
	B	35.57	37.11	38.69	40.29	42.02
	C	36.19	37.76	39.37	41.00	42.76
	D	36.91	38.52	40.16	41.82	43.62

## SCHEDULE "A" (cont'd)

Key: A = 2012 January 01 – December 31  
 B = 2013 January 01 – December 31  
 C = 2014 January 01 – December 31  
 D = 2015 January 01 – December 31

Pay Grade	Effective Date	Steps:*				
		1	2	3	4	5
27	A	36.47	38.02	39.60	41.30	43.10
	B	37.11	38.69	40.29	42.02	43.85
	C	37.76	39.37	41.00	42.76	44.62
	D	38.52	40.16	41.82	43.62	45.51
28	A	38.02	39.60	41.30	43.10	44.92
	B	38.69	40.29	42.02	43.85	45.71
	C	39.37	41.00	42.76	44.62	46.51
	D	40.16	41.82	43.62	45.51	47.44
29	A	39.60	41.30	43.10	44.92	46.84
	B	40.29	42.02	43.85	45.71	47.66
	C	41.00	42.76	44.62	46.51	48.49
	D	41.82	43.62	45.51	47.44	49.46
30	A	41.30	43.10	44.92	46.84	48.90
	B	42.02	43.85	45.71	47.66	49.76
	C	42.76	44.62	46.51	48.49	50.63
	D	43.62	45.51	47.44	49.46	51.64
31	A	43.10	44.92	46.84	48.90	50.97
	B	43.85	45.71	47.66	49.76	51.86
	C	44.62	46.51	48.49	50.63	52.77
	D	45.51	47.44	49.46	51.64	53.83
32	A	44.92	46.84	48.90	50.97	53.19
	B	45.71	47.66	49.76	51.86	54.12
	C	46.51	48.49	50.63	52.77	55.07
	D	47.44	49.46	51.64	53.83	56.17
33	A	46.84	48.90	50.97	53.19	55.49
	B	47.66	49.76	51.86	54.12	56.46
	C	48.49	50.63	52.77	55.07	57.45
	D	49.46	51.64	53.83	56.17	58.60

\* Except as indicated otherwise, the time frames for eligibility for increments are set out in Article 4.6.

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER

SCHEDULE "B" - PAY RATES - OUTSIDE CLASSES

Key: A = 2012 January 01 – December 31  
 B = 2013 January 01 – December 31  
 C = 2014 January 01 – December 31  
 D = 2015 January 01 – December 31

<u>Classification</u>	<u>Notes</u>	<u>Effec. Date</u>	<u>Hourly Rate</u>
Arborist		A	33.42
		B	34.00
		C	34.60
		D	35.29
Asphalt Raker		A	26.08
		B	26.54
		C	27.00
		D	27.54
Assistant Irrigation Systems Worker		A	27.81
		B	28.30
		C	28.80
		D	29.38
Automotive Serviceman – Mechanic		A	27.81
		B	28.30
		C	28.80
		D	29.38
Concrete Finisher		A	26.08
		B	26.54
		C	27.00
		D	27.54
Equipment Operator 1		A	26.28
		B	26.74
		C	27.21
		D	27.75
Equipment Operator 2		A	26.91
		B	27.38
		C	27.86
		D	28.42

SCHEDULE "B" (cont'd)

Key: A = 2012 January 01 – December 31  
 B = 2013 January 01 – December 31  
 C = 2014 January 01 – December 31  
 D = 2015 January 01 – December 31

<u>Classification</u>	<u>Notes</u>	<u>Effec. Date</u>	<u>Hourly Rate</u>
Equipment Operator 3		A	27.23
		B	27.71
		C	28.19
		D	28.75
Equipment Operator 4		A	27.62
		B	28.10
		C	28.59
		D	29.16
Equipment Operator 4A		A	28.63
		B	29.13
		C	29.64
		D	30.23
Equipment Operator 4B		A	29.25
		B	29.76
		C	30.28
		D	30.89
Farm Attendant		A	25.65
		B	26.10
		C	26.56
		D	27.09
Field Arborist		A	32.63
		B	33.20
		C	33.78
		D	34.46
Foreman 1	A	A	29.87-30.79-31.76
		B	30.39-31.33-32.32
		C	30.92-31.88-32.89
		D	31.54-32.52-33.55

SCHEDULE "B" (cont'd)

Key: A = 2012 January 01 – December 31  
 B = 2013 January 01 – December 31  
 C = 2014 January 01 – December 31  
 D = 2015 January 01 – December 31

<u>Classification</u>	<u>Notes</u>	<u>Effec. Date</u>	<u>Hourly Rate</u>
Foreman 2	A	A	34.18-35.34-36.44
		B	34.78-35.96-37.08
		C	35.39-36.59-37.73
		D	36.10-37.32-38.48
Foreman – Parks	A	A	31.96-32.94-34.12
		B	32.52-33.52-34.72
		C	33.09-34.11-35.33
		D	33.75-34.79-36.04
Foreman – Road Maintenance and Paving	A	A	28.02-28.97-29.90
		B	28.51-29.48-30.42
		C	29.01-30.00-30.95
		D	29.59-30.60-31.57
Irrigation Systems Worker		A	31.59
		B	32.14
		C	32.70
		D	33.35
Labourer 1		A	24.96
		B	25.40
		C	25.84
		D	26.36
Labourer 2		A	25.23
		B	25.67
		C	26.12
		D	26.64
Labourer 3		A	25.65
		B	26.10
		C	26.56
		D	27.09

SCHEDULE "B" (cont'd)

Key: A = 2012 January 01 – December 31  
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 D = 2015 January 01 – December 31

<u>Classification</u>	<u>Notes</u>	<u>Effec. Date</u>	<u>Hourly Rate</u>
Lead Hand – Asphalt Crew		A	27.23
		B	27.71
		C	28.19
		D	28.75
Litter Collector - Parks		A	25.23
		B	25.67
		C	26.12
		D	26.64
Park Ranger		A	24.96
		B	25.40
		C	25.84
		D	26.36
Parks Worker		A	25.65
		B	26.10
		C	26.56
		D	27.09
Pipefitter-Layer – Waterworks and Sewers		A	26.91
		B	27.38
		C	27.86
		D	28.42
Pump Station Services Worker		A	30.63
		B	31.17
		C	31.72
		D	32.35
Rough Carpenter-Concrete Finisher		A	28.05
		B	28.54
		C	29.04
		D	29.62

SCHEDULE "B" (cont'd)

Key: A = 2012 January 01 – December 31  
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 C = 2014 January 01 – December 31  
 D = 2015 January 01 – December 31

<u>Classification</u>	<u>Notes</u>	<u>Effec. Date</u>	<u>Hourly Rate</u>
Senior Farm Attendant		A	26.91
		B	27.38
		C	27.86
		D	28.42
Sign Specialist		A	32.97
		B	33.55
		C	34.14
		D	34.82
Subforeman - Mowing		A	27.23
		B	27.71
		C	28.19
		D	28.75
Subforeman – Public Works		A	27.81
		B	28.30
		C	28.80
		D	29.38
Swamper-Spare Truck Driver (Scavenging)		A	25.23
		B	25.67
		C	26.12
		D	26.64
Trades – Metal Fabricator		A	34.37
		B	34.97
		C	35.58
		D	36.29
Trades 1 - Carpenter		A	30.63
		B	31.17
		C	31.72
		D	32.35

SCHEDULE "B" (cont'd)

Key: A = 2012 January 01 – December 31  
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 C = 2014 January 01 – December 31  
 D = 2015 January 01 – December 31

<u>Classification</u>	<u>Notes</u>	<u>Effec. Date</u>	<u>Hourly Rate</u>
Trades 1 - Gardener		A	30.63
		B	31.17
		C	31.72
		D	32.35
Trades 1 - Painter		A	30.63
		B	31.17
		C	31.72
		D	32.35
Trades 1 – Tree Trimmer		A	30.63
		B	31.17
		C	31.72
		D	32.35
Trades 2 - Carpenter		A	34.37
		B	34.97
		C	35.58
		D	36.29
Trades 2 - Electrician		A	34.37
		B	34.97
		C	35.58
		D	36.29
Trades 2 - Gardener		A	34.37
		B	34.97
		C	35.58
		D	36.29
Trades 2 - Mechanic		A	34.95
		B	35.56
		C	36.18
		D	36.90

SCHEDULE "B" (cont'd)

Key: A = 2012 January 01 – December 31  
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 C = 2014 January 01 – December 31  
 D = 2015 January 01 – December 31

<u>Classification</u>	<u>Notes</u>	<u>Effec. Date</u>	<u>Hourly Rate</u>
Trades Foreman – Building and Structures	A	A	36.26-37.32-38.31
		B	36.89-37.97-38.98
		C	37.54-38.63-39.66
		D	38.29-39.40-40.45
Trades Foreman - Garage	A	A	38.89-40.13-41.23
		B	39.57-40.83-41.95
		C	40.26-41.54-42.68
		D	41.07-42.37-43.53
Trades Foreman – Horticulture	A	A	36.26-37.32-38.31
		B	36.89-37.97-38.98
		C	37.54-38.63-39.66
		D	38.29-39.40-40.45
Trades Foreman – Pump Stations and Water Quality	A	A	36.26-37.32-38.31
		B	36.89-37.97-38.98
		C	37.54-38.63-39.66
		D	38.29-39.40-40.45
Trades Worker - Utilities		A	32.63
		B	33.20
		C	33.78
		D	34.46
Tree Pruner		A	26.44
		B	26.90
		C	27.37
		D	27.92
Tree Worker		A	29.39
		B	29.90
		C	30.42
		D	31.03

SCHEDULE "B" (cont'd)

Key: A = 2012 January 01 – December 31  
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 D = 2015 January 01 – December 31

<u>Classification</u>	<u>Notes</u>	<u>Effec. Date</u>	<u>Hourly Rate</u>
Truck Driver 1		A	26.08
		B	26.54
		C	27.00
		D	27.54
Truck Driver 1 - Scavenging		A	26.76
		B	27.23
		C	27.71
		D	28.26
Truck Driver 2		A	26.76
		B	27.23
		C	27.71
		D	28.26
Truck Driver 2 - Scavenging		A	27.07
		B	27.54
		C	28.02
		D	28.58
Truck Driver 3		A	27.07
		B	27.54
		C	28.02
		D	28.58
Truck Driver 3 – Commercial Collection		A	27.28
		B	27.76
		C	28.25
		D	28.82
Truck Driver 4		A	27.99
		B	28.48
		C	28.98
		D	29.56

SCHEDULE "B" (cont'd)

Key: A = 2012 January 01 – December 31  
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 C = 2014 January 01 – December 31  
 D = 2015 January 01 – December 31

<u>Classification</u>	<u>Notes</u>	<u>Effec. Date</u>	<u>Hourly Rate</u>
Truck Driver - Swamper 1		A	26.76
		B	27.23
		C	27.71
		D	28.46
Truck Driver - Swamper 2		A	27.07
		B	27.54
		C	28.02
		D	28.58
Utilities Worker – Water and Sewer		A	26.71
		B	27.18
		C	27.66
		D	28.21
Utility Worker - Containers		A	26.76
		B	27.23
		C	27.71
		D	28.26
Water Conservation Patrol		A	24.96
		B	25.40
		C	25.84
		D	26.36
Working Supervisor – Recycling Depot		A	26.76
		B	27.23
		C	27.71
		D	28.26

NOTES:

A This Class has annual increments.

SCHEDULE "B" (cont'd)

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Key: A = 2012 January 01 – December 31  
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 D = 2015 January 01 – December 31

**B APPRENTICE - 4 YEAR PROGRAM:**

	<u>Effec. Date</u>	<u>Hourly Rate</u>	
		<u>Trades 2 Mechanic</u>	<u>All Other Trades 2</u>
1 <sup>st</sup> 6 months—70% of Trades 2 rate	A	24.96*	24.96*
	B	25.40*	25.40*
	C	25.84*	25.84*
	D	26.36*	26.36*
2 <sup>nd</sup> 6 months—72.5% of Trades 2 rate	A	25.34	24.96*
	B	25.78	25.40*
	C	26.23	25.84*
	D	26.75	26.36*
3 <sup>rd</sup> 6 months—75% of Trades 2 rate	A	26.21	25.78
	B	26.67	26.23
	C	27.14	26.69
	D	27.68	27.22
4 <sup>th</sup> 6 months—77.5% of Trades 2 rate	A	27.09	26.64
	B	27.56	27.10
	C	28.04	27.57
	D	28.60	28.12
5 <sup>th</sup> 6 months—80% of Trades 2 rate	A	27.96	27.50
	B	28.45	27.98
	C	28.94	28.46
	D	29.52	29.03
6 <sup>th</sup> 6 months—82.5% of Trades 2 rate	A	28.83	28.36
	B	29.34	28.85
	C	29.85	29.35
	D	30.44	29.94
7 <sup>th</sup> 6 months—85% of Trades 2 rate	A	29.71	29.21
	B	30.23	29.72
	C	30.75	30.24
	D	31.37	30.85

SCHEDULE "B" (cont'd)

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Key: A = 2012 January 01 – December 31  
 B = 2013 January 01 – December 31  
 C = 2014 January 01 – December 31  
 D = 2015 January 01 – December 31

B APPRENTICE - 4 YEAR PROGRAM (cont'd)

	<u>Effec.</u> <u>Date</u>	<u>Hourly Rate</u>	
		<u>Trades 2</u> <u>Mechanic</u>	<u>All Other</u> <u>Trades 2</u>
8 <sup>th</sup> 6 months—90% of Trades 2 rate	A	31.46	30.93
	B	32.00	31.47
	C	32.56	32.02
	D	33.21	32.66

\* The Labourer 1 Pay Rate shall constitute the minimum amount payable.

SCHEDULE "C"CLASSES REQUIRED TO WORK OTHER THAN THE NORMAL WORK WEEKINSIDE EMPLOYEES

COMMITTEE CLERK-SECRETARY: Employees in positions covered by the class of Committee Clerk-Secretary may work between the hours of 3:00 p.m. and 11:00 p.m.

INFORMATION TECHNOLOGY SERVICES: It is agreed between the parties - that shifts other than regular day shift may be instituted for Information Technology Services. Shift differential shall be paid for those hours which attract a premium in accordance with Article 4.7.

PLANNING

Hours of work for all Planners shall be scheduled between Monday to Thursday, 8:30 a.m. to 10:30 p.m., and on Friday between 8:30 a.m. and 4:30 p.m.

Employees will develop a proposed schedule of hours covering a two (2) week block which shall be submitted to the Supervisor for approval.

Where approval is not granted the employees may be required to have their work schedule adjusted by the Supervisor to meet the requirements of the Corporation.

In respect to the work schedule(s) the following will apply:

- Schedules shall be developed for a two (2) week period coinciding with a pay period.
- The total hours of work during the period shall equal seventy (70) hours bi-weekly.
- A maximum of twelve (12) hours may be worked in one (1) day.
- Unpaid meal breaks may vary from thirty (30) to ninety (90) minutes.
- Overtime will be paid for hours worked beyond the employees' scheduled shift, in accordance with the Overtime provisions in the Collective Agreement.
- Employees shall not be required to work more than two (2) evenings per week.
- Evening scheduled work does not have to be connected to an evening meeting.
- The employees' schedule may provide for a variable work week which would provide for a distribution of the seventy (70) hours bi-weekly over less than ten (10) working days.

- Supervisors shall not adjust an employee's work schedule that would require an employee to work a split shift.
- Where the Supervisor adjusts the employee's work schedule the employee shall have a minimum of ten (10) working days' notice of the schedule adjustment.
- Work schedules shall be submitted to the Supervisor at least two (2) weeks in advance of the commencement of the shift schedule.

MAPLEWOOD CHILDREN'S FARM: Employees in the positions covered by the class of Cashier Attendant - Children's Farm may work any five (5) days in a week with two (2) consecutive days off. The work day may be varied between the hours from 6:30 a.m. to 8:00 p.m. See related Letter of Understanding attached to the Collective Agreement.

ECOLOGY CENTRE: Employees in the positions covered by the class of Ecology Center Attendant 1 may work any five (5) days in a week with two (2) consecutive days off. The daily hours shall be from 9:00 a.m. to 5:00 p.m. Employees in the positions covered by the class of Ecology Center Attendant 2 may work any five (5) days in a week with two (2) consecutive days off. The daily hours shall be from 9:00 a.m. to 5:00 p.m. or from 12:00 p.m. noon to 8:00 p.m. The Ecology Centre Programmer and Graphics Display Technician commence work at 9:00 a.m.

BY-LAW ENFORCEMENT: For the forty (40) hour work week provision in Schedule "A", the By-Law Enforcement Supervisor may work Monday to Friday, 8:00 a.m. to 4:30 p.m. with one-half (½) hour for lunch included; the By-Law Enforcement Officer may work Sunday to Thursday or Tuesday to Saturday, 8:00 a.m. to 4:30 p.m. or 1:00 p.m. to 9:30 p.m. with one-half (½) hour for lunch included; the Parking By-Law Enforcement Officer may work Sunday to Thursday or Tuesday to Saturday, 8:00 a.m. to 4:30 p.m. or 9:00 a.m. to 5:30 p.m. with one-half (½) hour for lunch included.

TRAIL AND HABITAT COORDINATOR: Employees in the positions covered by the class of Trail and Habitat Coordinator may work any five (5) days of the seven (7) days per week with two (2) consecutive days off. The daily seven and one-half (7½) hours will be worked between the period of 8:00 a.m. to 10:00 p.m.

SENIOR PARK RANGER: Employees in the positions covered by this class may work any five (5) days of the seven (7) days per week with two (2) consecutive days off. The daily eight (8) hours of work will be worked between the period of 8:30 a.m. to 10:00 p.m.

ANIMAL SHELTER: For the forty (40) hour week provision in Schedule "A", the Senior Animal Welfare Officer and the Animal Welfare Officer may work Sunday to Thursday or Tuesday to Saturday from either 8:00 a.m. to 4:30 p.m., 9:00 a.m. to 5:30 p.m., 11:30 a.m. to 8:00 p.m., or from 1:00 p.m. to 9:30 p.m. with one-half (½) hour lunch included.

The Clerk-Animal Shelter may work any five (5) days of seven (7) days per week with two (2) consecutive days off except when there is a shift change. The daily eight (8) hours will be

worked between the hours of 8:00 a.m. to 8:00 p.m. The Animal Shelter Attendant may work any five (5) days of seven (7) days per week with two (2) consecutive days off except when there is a shift change. The daily eight (8) hours will be worked between the hours of 7:00 a.m. to 9:30 p.m.

The Junior Animal Welfare Officer may work any five (5) days of seven (7) days per week with two (2) consecutive days off except where there is a shift change. The daily eight (8) hours will be worked between the period of 8:00 a.m. to 9:30 p.m. and a one-half (½) hour lunch break will be provided.

NORTH SHORE RECYCLING PROGRAM – ADMINISTRATION: Employees working in Administration positions may work any five (5) days of seven (7) days per week with two (2) consecutive days off except when there is a shift change. The hours of work for the Recycling Assistant – Community Programs position shall allow for flexible daily schedules in order that evening and weekend assignments can be accommodated.

EMERGENCY PREPAREDNESS EDUCATION COORDINATOR: May work any five (5) days of seven (7) days per week with two (2) consecutive days off except when there is a shift change. The hours of work for the Emergency Preparedness Education Coordinator position shall allow for flexible daily schedules in order that evening and weekend assignments can be accommodated.

#### OUTSIDE EMPLOYEES

GARAGE: Garage employees may be scheduled to work day shift from 6:30 a.m. to 3:00 p.m. or night shift from 2:30 p.m. to 11:00 p.m., Monday to Friday.

Shift differential shall be paid for those hours which attract a premium in accordance with Article 4.7.

STREET CLEANING: Various crews work Monday through Friday, 5:00 a.m. to 1:30 p.m. and 1:30 p.m. to 10:00 p.m. with one-half (½) hour for lunch in either case. Shift differential shall be paid for those hours which attract a premium in accordance with Article 4.7.

GARBAGE CREWS: Work Monday through Friday for eight and one-half (8½) consecutive hours including one-half (½) hour for lunch, with starting times which vary between 7:00 a.m. and 9:00 a.m.

SANITATION DIVISION: It is agreed that, subject to working out specific details at a later date, the Corporation shall be at liberty to implement a Monday through Saturday work week for its Scavenging Division. It is understood and agreed that each employee who might be engaged in such operations, will be entitled to two (2) consecutive days off per week.

PARKS WATERING CREWS: Individual employees work five (5) consecutive days with two (2) consecutive days off, Monday through Sunday, 4:30 p.m. to 1:00 a.m. during short spells of

unusually hot summer months. Shift differential shall be paid for those hours which attract a premium in accordance with Article 4.7.

STORES: Three positions work for eight and one-half (8½) consecutive hours per day including one-half (½) hour for lunch, Monday through Friday, with starting times which vary between 7:00 a.m. and 9:00 a.m.

PARKS - LITTER COLLECTION: During the months of May, June, July and August, an employee of the Parks Branch may have a work week from Wednesday to Sunday inclusive with two (2) consecutive days off. On Saturday and Sunday, (1) the work shall consist of parks litter collection and cleaning duties, (2) the work hours may commence at 9:30 a.m. and (3) the rate of pay shall be at the rate of the Schedule "B" classification of Litter Collector - Parks. Shift differential shall be paid for those hours which attract a premium in accordance with Article 4.7.

PARK RANGER: Employees in these positions covered by these classes may work any five (5) days of the seven (7) days per week with two (2) consecutive days off. The daily eight (8) hours of work will be worked between the period of 10:00 a.m. to 10:00 p.m.

MAPLEWOOD CHILDREN'S FARM: Employees in the positions covered by the classes of Farm Attendant and Senior Farm Attendant may work any five (5) days in a week with two (2) consecutive days off. The work day may be varied between the hours from 6:30 a.m. to 8:00 p.m. See related Letter of Understanding attached to the Collective Agreement.

PARKS IRRIGATION: The Assistant Irrigation Systems Worker may work any five (5) days of seven (7) days per week with two (2) consecutive days off, except when there is a shift change. The daily eight (8) hours will be worked between the hours of 6:00 a.m. to 11:00 p.m.

NORTH SHORE RECYCLING PROGRAM – DEPOT: Employees working in Depot positions may work any five (5) days of seven (7) days per week with two (2) consecutive days off except when there is a shift change.

WATER CONSERVATION OFFICER: The Water Conservation Officer may work any five (5) days of seven (7) days per week with two (2) consecutive days off. The daily eight (8) hours will be worked between the hours of 7:00 a.m. to 3:30 p.m., 3:00 p.m. to 11:30 p.m. and 11:00 p.m. to 7:30 a.m.

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

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

1. Basic annual working hours shall be calculated as  $260.89 \times$  daily working hours as per the 5-day week; e.g.,  $260.89 \times 7 = 1826\frac{1}{4}$ , or  $260.89 \times 7.5 = 1956.675$ .
2. Basic annual public holiday hours shall be calculated as  $11 \times$  daily hours as per the 5-day week; e.g.,  $11 \times 7 = 77$ , or  $11 \times 7.5 = 82.5$ .
3. Account shall be taken of the difference in basic annual rest period allowances; e.g.,  $52.178 \text{ weeks} \times 5 \text{ days} \times 20 \text{ minutes} (=86.96 \text{ hours})$  in the case of the standard 5-day week;  $52.178 \times 4 \times 20 \text{ minutes} (=69.57 \text{ hours})$  in the case of the 4-day week; and  $52.178 \times 4.5 \times 20 \text{ minutes} (=78.27 \text{ hours})$  in the case of the 9-day fortnight.
4. Employees shall have at least two of their days off in any week consecutive, and such days off shall for purposes of Overtime pay be deemed to be the "first scheduled rest day". Pay for any work on the third day off in any week shall be in accordance with the normal daily overtime rates.
5. For the purposes of Overtime pay on scheduled working days normal daily working hours and the normal work week shall be considered to be those lengths of time established by the parties pursuant to paragraph 8 herein.
6. Annual Vacation entitlement and all credits for Deferred Vacation, Sick Leave benefits and Gratuity benefits shall be converted from working days to working hours by multiplying the number of days to an employee's credit by the daily working hours as per the previous 5-day week. All deductions or debits shall be made on the basis that each working day of absence shall be measured as the length of time established by the parties pursuant to paragraph 8 herein.
7. Notwithstanding any clause in a Collective Agreement to the contrary, an employee shall not receive pay for acting senior capacity where he or she 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 Schedule "D") the doubt shall be resolved by reference to the basic principle agreed upon by all parties to this Memorandum i.e., there shall be no additional salary or benefit cost to the Employer, and no reduction in the salaries or benefits received by the employees.

SCHEDULE "E"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 2004 is in their (11<sup>th</sup>) calendar year during 2014. The employee in 2014 will be credited with 5 supplementary working days which may be taken at any time between 2014 and 2018, both years included. In 2019 the employee will be credited with a further 5 supplementary working days, etc.

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

TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION  
ENTITLEMENT IN WORKING DAYS FOR THE YEARS 2014 TO 2023 BY YEAR HIRED

Year Hired	ENTITLEMENT YEAR									
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
2017	--	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-
2016	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-
2015	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-
2014	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-
2013	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5
2012	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-
2011	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-
2010	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-
2009	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20-	20/-	20/-
2008	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5
2007	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-
2006	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-
2005	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-
2004	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-
2003	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5
2002	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-
2001	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-
2000	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-
1999	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-
1998	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5
1997	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-
1996	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-
1995	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-
1994	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/	30/-	30/-
1993	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1992	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1991	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1990	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1989	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1988	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1987	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1986	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1985	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1984	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1983	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1982	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1981	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1980	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1979	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-

SCHEDULE "F"TEMPORARY AND CASUAL EMPLOYEES

1. The following definitions shall come into effect at 11:59 p.m. on 1978 December 31, replacing all existing definitions, provided that all other existing provisions contained in the existing definitions sections shall remain intact, e.g., the Local 23 probationary requirement:

A Regular Full-Time Employee is an employee who is employed on a full-time basis of 35, 37½, 40 or such other number of weekly hours as is recognized in the Collective Agreement as normal for a particular class of positions, for an indefinite period of time.

A Temporary Full-Time Employee is an employee who is employed on a full-time basis as set forth above, for a definite and limited period of time (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring).

A Regular Part-Time Employee is 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.

An Auxiliary Employee is any other employee.

It is understood and agreed that an employee hired into a Local 394 or Local 1004 bargaining unit on a full-time basis shall be considered to be a Regular Full-Time Employee, unless the period of time for which the employee is expected to be employed is definitely limited so as to render the employee a Temporary Full-Time Employee.

2. Separate pools will be established for seniority purposes effective 11:59 p.m. on 1978 December 31 in each jurisdiction, i.e., one or more Regular Seniority Pools depending upon existing practice and an Auxiliary Seniority Pool.
3. Access to the Regular Seniority Pool will be extended to:
  - (a) all Regular Full-Time Employees upon completion of the probationary period contained in their respective 1978 Collective Agreements;
  - (b) all Temporary Full-Time Employees who have completed twelve (12) months of continuous service shall be entitled to seniority in the Regular Seniority Pool and shall exercise seniority on a bargaining unit-wide basis;
  - (c) all Regular Part-Time Employees upon completion of the same number of hours as are applicable to a Regular Full-Time Employee occupying a similarly classified position;
  - (d) any other employee whose 1978 Collective Agreement provides access to the Regular Seniority Pool or Pools.

4. Upon qualifying for a Regular Seniority Pool, an employee will be credited with their full period of service or all hours worked since their first day of employment in one or other of the eligible categories, i.e., Regular Full-Time, Temporary Full-Time or Regular Part-Time. For the purposes of this paragraph 4, the expressions "full period of service" and "hours worked" shall be interpreted by each individual Employer and by its respective local Union in accordance with present agreement.
5. Access to each Auxiliary Seniority Pool will be extended to all Auxiliary Employees upon the conditions set forth in paragraphs 6-20 inclusive.
6. Effective 11:59 p.m. on 1978 December 31, all Auxiliary Employees who were employed during 1978, will be credited with the total number of hours which they worked for their Employer during 1978, and all Auxiliary Employees who were employed during 1977, and who worked 900 hours or more for their Employer during 1977, will be credited with the total number of hours which they worked for their Employer during 1977.
7. As soon as an Auxiliary Employee has worked 1200 hours within two (2) consecutive calendar years, such employee will gain entry onto the Auxiliary seniority list in their own jurisdiction, and will be deemed to possess seniority.
8. Upon gaining entry onto the Auxiliary seniority list, an employee will be credited with the number of hours worked in any class of positions, and will hold class seniority in any such class accordingly.
9. An employee who has gained entry onto the Auxiliary seniority list, will continue to accumulate class seniority in any class in which they work in accordance with the number of hours worked in a position within such class.
10. An Auxiliary Employee's seniority will be lost as the result of a break in service with the Employer which exceeds one year.
11. Where pay ranges exist, eligibility for advancement from one step to the next (increment) shall be based on the number of hours served by a Regular Full-Time Employee for such eligibility.
12. Each Employer is to elect not later than September 01, 1978 whether class seniority is to be exercised bargaining unit wide or within some narrower parameters, e.g., by program or by geographical area. Such decisions will not be made until each local union has been provided with a full opportunity to submit suggestions and to discuss the matter. In the case where any problem or disagreement arises between the local parties, it will be understood that a CUPE staff representative and the GVRD Director of Labour Relations will be available to assist such local parties.
13. The decisions of the various Employers will be reported to the CUPE JNC by the GVRD Labour Relations Department within the first week of September 1978.

14. In the event of a layoff of Auxiliary Employees within a class (whether the layoff takes place within a program, a geographical area or across the entire bargaining unit) those employees having greatest seniority within the class shall be the last ones laid off.
15. Other than as might be provided for pursuant to the terms of paragraph 14 herein, no Auxiliary Employee shall have the right to bump another employee after having been laid off.
16. An Auxiliary Employee having class seniority, and having been laid off, must, in order to be considered for future Auxiliary employment, elect to register with the Employer for future Auxiliary employment in which case the employee will be given preference in hiring for future vacancies within various classes on the basis of their class seniority.
17. Registration for future Auxiliary employment will be made upon a standard form which will be signed and dated by the applicant and which will state the classes within which the applicant would be willing to accept a position. The completed form will be signed and dated by an authorized representative of the Employer, and both the applicant and the Union will be provided with a copy by way of receipt.
18. When an Auxiliary Employee who has attained class seniority, who has been laid off, and who has registered for future Auxiliary employment, also registers their desire to be taken into consideration for Auxiliary work in a class for which the employee does not possess class seniority, the employee shall be taken into consideration for appointment to a position within such new class on the basis of their skills, knowledge and ability, and in any case where there is no registered applicant possessing seniority in the new class in question, and where the employee's skills, knowledge and ability are sufficient so as to be rendered qualified, then
  - (i) if the Auxiliary Employee is the only registered and qualified applicant, the employee shall be appointed to the said position;
  - (ii) if the Auxiliary Employee is one of several registered and qualified applicants, the appointment to the said position shall be based on their relative skills, knowledge and ability, and if their skills, knowledge and ability are considered to be equal, then the registered and qualified applicant possessing the greatest total Auxiliary seniority with the Employer, shall be appointed.
19. Auxiliary pool seniority may be exercised commencing at 11:59 p.m. on December 31, 1978.
20. All existing practices which recognize the accumulated seniority of Auxiliary employees, and which are clearly recognized by mutual agreement between a union and an employer will continue to be recognized until 11:59 p.m. on December 31, 1978.
21. Fringe benefit provisions will not be altered during 1978 as the result of any of the foregoing.
22. All Auxiliary and Regular Part-Time Employees shall be governed by the following:

- (1) A public holiday will be treated as a normal working day for all Auxiliary and Regular Part-Time Employees. Thus, an employee who works on a public holiday will be paid at 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.
- (2) Normal daily and weekly hours shall be deemed to be eight (8) and forty (40) respectively for all Auxiliary Employees except in the case of an Auxiliary Employee working in a position normally occupied by a Full-Time Employee whose normal hours shall be deemed to be the normal hours of the Auxiliary Employee.
- (3) For purposes of applying overtime rates, normal daily and weekly hours for all Regular Part-Time Employees shall be deemed to be those of a Regular Full-Time Employee whose position is similarly classified.
- (4)
  - (a) Any employee who is employed as an Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating on a 7-day week basis, shall be permitted to work at straight time rates for up to eight (8) hours per day on any five (5) days during a work week (which for the purposes of this clause shall be deemed to commence at 12:01 a.m. on Monday morning and to end at 11:59 p.m. on the immediately following Sunday).
  - (b) Any employee who is employed as an Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the Collective Agreement as operating on a 6-day week basis, shall be permitted to work at straight time rates for up to eight (8) hours per day on any five (5) days during the 6-day week as defined in the Collective Agreement.
- (5) None of the negotiated provisions in the 1977 Collective Agreements permitting employees to work other than the normal work week, shall be disturbed by the provisions of paragraph (4) herein.
- (6) Regular Part-Time and Auxiliary Employees shall be paid for overtime work at the following rates:
  - (i) Time and one-half (1½X) for the first two (2) hours worked in excess of the normal daily hours in a day;
  - (ii) Two times (2X) for hours worked beyond two (2) in excess of the normal daily hours in a day;
  - (iii) When an employee has not worked the normal weekly hours for the classification so occupied on five (5) days during the week, the employee may

work on the sixth (6th) and/or seventh (7th) day of work in that week at straight-time pay until such time as the normal weekly hours for the classification so occupied has been reached and thereafter overtime provisions would apply as per (i) and (ii) above. If the Corporation requires an employee to work on the sixth (6th) and/or seventh (7th) day of work in a week the employee shall be paid overtime as per paragraph (ii) above.

(7) No shift differential premiums will be paid to Auxiliary Employees unless they are relieving Full-Time Employees on shifts that would otherwise carry such premiums.

(8) Benefits and % in Lieu for Auxiliary and Regular Part-Time Employees

(a) Auxiliary Employees shall be paid an amount equal to twelve percent (12%) of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits set forth in Article 6 of this Agreement, provided however that those Auxiliary Employees who have gained entry into the auxiliary seniority list shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings.

An Auxiliary Employee who has been employed full-time for more than thirty (30) continuous working days, excluding Public Holidays, shall commence on the thirty-first day, for the duration of full-time employment, to be designated as Temporary Full-Time. Upon being converted to Temporary Full-Time the employee shall cease to qualify for a percentage in lieu of benefits and shall commence serving the eligibility period for provisions applicable to Temporary Full-Time Employees.

(b) No other benefits will be provided to Auxiliary Employees unless expressly stated in paragraphs 22 and 23 of this Schedule.

(c) A Regular Part-Time Employee who occupies a position with a regular schedule of core hours each week equal to or greater than twenty (20) hours shall receive the following benefits:

(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.

(d) Where a Regular Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph 22(8)(c), 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 22(8)(c), 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 (3) commencing on the first of the month following the expiry of the benefit coverage.

(e) All Regular Part-Time Employees not covered by paragraph (c) 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 (f) below.

(f) 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.

(g) No other benefits shall be provided to Regular Part-Time Employees unless expressly stated in paragraphs 22 and 23 of this Article.

23. In any case arising after 11:59 on 1978 December 31, where Temporary Full-Time Employees are hired for a specific project and are advised at the time of being hired of the expected duration of the project, the Corporation will notify the Union as soon as possible in the event circumstances subsequently arise which have the effect of terminating the project earlier than had been expected and announced. The Corporation shall provide the Union with copies of appointment, extension and termination letters for Temporary Full-Time Employees.

SCHEDULE "G"

This is Schedule "G" referred to in Article 9.6 of this Agreement

LETTER OF UNDERSTANDING

It is agreed between the Corporation of the District of North Vancouver (the Corporation) and the Canadian Union of Public Employees Local 389 (the Union) that with respect to the Sanitation Division's refuse collection system and where it is determined by the Corporation that a Modified Task System is to be implemented or is to remain in effect in the Residential or Commercial Refuse Collection system the following conditions will apply:

- (1) The zones, routes and work schedules, equipment and manpower requirements shall be determined by the Corporation. The Corporation shall advise the Union, if requested, of any change in zones, schedules or work organization. It is understood this does not limit the contractual obligations under Article 9.3 of the Collective Agreement.
- (2) An employee engaged in a Modified Task System will be a member of a group of employees who is assigned a group schedule and who will work until the group task is completed.
- (3) Employees engaged in driving and swamping tasks shall be appropriately classified as Truck Driver - Swamper 1 (North Vancouver District Class Specification #130 May 1983) or Truck Driver - Swamper 2 (North Vancouver District Class Specification #131 May 1983).
- (4) The Corporation and the Union recognize that at various times there may result a shortage of qualified replacements for the Regular Full-Time Employees normally engaged as Truck Driver - Swamper 1 or 2. In any case and for whatever reason, where a Regular Full-Time Truck Driver - Swamper 1 or 2 is replaced by other employees, such employees shall be classified and paid the rate of pay of a Labourer 2 and the remaining Regular Full-Time Truck Driver - Swamper 1 or 2 shall revert to the appropriate class and pay rate of Truck Driver - Scavenging (i.e. reverting to a three person crew) provided however, that whenever a two person crew changes to a three person crew the driver/swamper shall receive the 5% premium (as referred to in paragraph 5 below) for the hours of the shift worked as a two person crew that day.
- (5) A two person crew premium separate and apart from the classified rate of pay and in the amount of 5% of the classified rate, shall be paid to those employees of the Residential and Commercial Refuse Collection Service in the classification of Truck Driver - Swamper 1 and Truck Driver - Swamper 2 for each hour worked while on a reduced crew (i.e. where the regular crew size is reduced from three to two employees) provided, however, that subject to the provisions of paragraphs 6 and 7 herein, whenever the majority of the actual hours worked in an 8 hour shift is with a reduced crew, the two person crew premium shall apply to the entire 8 hour shift.
- (6) All Regular Full-Time Employees engaged in the Modified Task Systems operations, regardless of whether or not they are eligible for, or receive the two person crew premium referred to in

paragraph 5, shall be paid for 40 hours each week at their respective classified rates without any additional pay for hours worked in excess of eight in a day and without any reduction in pay for hours worked less than eight in a day as a result of the group task being completed. However, if any employee's actual hours of work exceed 160 hours while engaged in refuse collection during the course of two successive bi-weekly pay periods, overtime shall be paid at time and one-half of the first 20 hours in excess of the 160 hours and double time thereafter, but neither of such bi-weekly pay periods may be taken into account subsequently for the purposes of computing overtime. Overtime payments shall be based upon the rate of pay applicable to the work performed at the time the overtime was worked and shall be exclusive of the two person crew premium. Those employees who temporarily work on the Modified Task System will be paid overtime at the appropriate rates exclusive of the two person crew premium, for time greater than an 8 hour per day average of actual hours worked in the Sanitation Division during the course of the same two successive bi-weekly pay periods used by the regular crews.

- (7) Overtime will be paid, where in the opinion of the Superintendent, unusual or exceptional circumstances beyond the control of the employees prevent completion of the task within the 8 hour work day. Such overtime worked will not count toward the overtime calculation under the 160 hour clause (Article 6 of this Agreement).
- (8) Annual vacations, public holidays, leave of absence, W.C.B. and sick leave for those employees engaged in Modified Task Systems shall assume an eight hour work day and a 40 hour work week and shall, where entitled, utilize each employee's classified rate of pay exclusive of the two person crew premium referred to in paragraph 5.
- (9) Accordingly, the parties agree that in reference to a Modified Task System all of the provisions of the Collective Agreement shall apply except as specifically varied and modified by the aforementioned conditions.
- (10) It is understood that the Corporation will entertain any concerns the Union may have with regard to any part of this Letter of Understanding.
- (11) This Letter of Understanding may be terminated by the Corporation upon 30 days' written notice to the Union.

SCHEDULE "G" (cont'd)

SIGNED this 29th day of June, 1983.

ON BEHALF OF THE CORPORATION OF THE  
DISTRICT OF NORTH VANCOUVER:

"E.J. Bremner"

---

"R.L. Willett"

---

ON BEHALF OF C.U.P.E., LOCAL 389:

"Harry S. Greene"

---

"Diane Jolly"

---

This is the Letter of Understanding referred to in Article 9.6

LETTER OF UNDERSTANDING

between

The District of North Vancouver  
(the "Employer")

and

The Canadian Union of Public Employees, Local 389  
(the "Union")

DAYLIGHT SAVINGS

For as long as this Letter of Understanding is in force, the Employer and the Union agree that during daylight saving hours Outside Employees, Works Inspectors 1, 2, and 3 and Survey Crews may be scheduled to start on or between the hours of 7 a.m. and 8 a.m.

This Letter of Understanding shall remain in force until 1993 December 31 and shall remain in force thereafter until either party serves ninety (90) calendar days' written notice to cancel it. Upon expiry of the notice period the Employer and the Union shall be bound by the provisions of the Collective Agreement.

SIGNED ON BEHALF OF THE EMPLOYER:

SIGNED ON BEHALF OF THE UNION:

"Malcolm Graham"

"Neil M. Bradbury"

"Richard M. Scott"

"C. Credico"

DATED: 1992 March 11

This is the Letter of Understanding referred to in Article 9.6

LETTER OF UNDERSTANDING

between the

DISTRICT OF NORTH VANCOUVER  
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389  
(hereinafter called "the Union")

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:

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 will provide a written response within thirty (30) calendar days of the meeting which shall include primary reasons for withholding their consent.
3. 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.
4. The cost of the Umpire, the cost of meeting room, and leave without loss of pay for up to three (3) employees to attend the hearing shall be borne by the Employer.
5. 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.

6. Decisions of the Umpire shall not be precedent setting and shall be made within fourteen (14) calendar days of the matter being heard.
7. 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.

Rod Germaine  
David McPhillips

Colin Taylor  
John Thorne

8. 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.
9. The parties agree that the Shift Premium provision applies seven (7) days a week.
10. 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.

SIGNED this 28th day of December, 1995.

ON BEHALF OF THE EMPLOYER:

“Murray Dykeman”

\_\_\_\_\_  
MAYOR

“A. Hilsen”

\_\_\_\_\_  
D/MUNICIPAL CLERK

ON BEHALF OF THE UNION:

“Mike Hocevar”

\_\_\_\_\_

“Sarah Johnston”

\_\_\_\_\_

(Note: Original Letter of Understanding signed by bargaining committee and dated 1995 March 31.)

This is the Letter of Understanding referred to in Article 9.6

LETTER OF UNDERSTANDING

between the

DISTRICT OF NORTH VANCOUVER  
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389  
(hereinafter called "the Union")

**FLEXIBLE HOURS OF WORK - INSIDE EMPLOYEES**

Whereas the Employer is desirous of having a greater ability to respond to changing needs of the organization to deliver services to the public and be more responsive to the needs of the public in an effective and efficient manner; and

Whereas the Union is desirous of having a less rigid structure of hours of work and more time off for employees, the Employer and Union agree to enter into this Letter of Understanding in an effort to accommodate their mutual interests.

1. Application

- (a) By mutual agreement, employees and their immediate Supervisors may implement flexible hours of work in four (4) week periods in order to accommodate the needs of the employee and/or the needs of the Employer. Such flexible hours of work may be within or outside the regular 7:30 a.m. to 4:30 p.m. range of hours but will be restricted to the work days that are applicable to the employee under the Collective Agreement.
- (b) In any case where flexible hours are requested, the presumption is that there is approved work to be done, that the proposal will take into consideration any non-standard hour requirements of the Employer during the flex period as well as other operational considerations, and that acceptable levels of service are maintained. Individual work units will have to work out their coverage requirements as needed.
- (c) Employees covered by Schedule "C" of the Collective Agreement may also submit a proposal to flex their hours to cover off non-standard hour requirements, however where there is no mutual agreement under this Letter of Understanding, the employee remains covered by Schedule "C".

2. Guidelines

The following shall apply to flexible work schedules:

- (a) Schedules shall be developed for a four (4) week period consisting of two (2) pay periods. The total number of hours worked during the four (4) week period will remain the same as the employee would normally have worked, e.g. 140 hours for employees on a 7-hour day.
- (b) A maximum of twelve (12) hours may be worked in one (1) day. Unpaid meal breaks may vary from thirty (30) to ninety (90) minutes.
- (c) Overtime will be paid for hours worked beyond the employees' scheduled shift, in accordance with the Overtime provisions in the Collective Agreement.
- (d) Evening scheduled work does not have to be connected to an evening meeting.
- (e) Employees will not be required to work split shifts except by mutual agreement.
- (f) Employees will not be required to work more than one (1) evening per week except by mutual agreement.
- (g) Where the Supervisor adjusts the employee's work schedule, the employee shall have a minimum of ten (10) working days' notice of the schedule adjustment except where there is mutual agreement for a shorter notice period.
- (h) Shift differential shall apply in accordance with the Collective Agreement.

The Employer and the Union agree that this Letter of Understanding is on a trial basis and that if issues or concerns arise the Employer and the Union shall meet and attempt to resolve them.

This Letter of Understanding shall remain in force until 1998 December 31 and shall continue thereafter until either party serves sixty (60) days' written notice to cancel it.

DATED this 18th day of December, 1997.

Signed for the District of North Vancouver:

Signed for the Canadian Union of Public Employees, Local 389:

\_\_\_\_\_  
"D.C. Stuart"

\_\_\_\_\_  
"Mike Hocevar"

\_\_\_\_\_  
"S.J. Johnson"

\_\_\_\_\_  
"Sarah Johnston"

District of North Vancouver

Letter of Understanding

It is agreed between the District of North Vancouver and the Canadian Union of Public Employees, Local 389, to implement a 10-hour work day, 4-day work week for the Senior Attendant – Children’s Farm and Attendant – Children’s Farm classes at Maplewood Children’s Farm in accordance with the following provisions:

1. Hours of Work

- (a) The employees in the noted classes above shall work a compressed forty hours per week of four (4) consecutive ten (10) hour work days, exclusive of an unpaid meal period with three (3) days off.
- (b) The shift schedule for the purpose of this Letter of Understanding will be one shift between the period of 6:30 a.m. to 5:00 p.m.

2. Conversion from the eight (8) hour work day, five (5) day work week

- (a) It is expressly agreed that the adjustment from the eight (8) hour work day, five (5) day work week to the ten (10) hour work day, four (4) day work week shall be made in accordance with Schedule “D” of the Collective Agreement based on the fundamental condition that there is no additional salary or benefit cost to the Employer and no reduction in the salaries or benefits received by the employees.
- (b) With respect to the working conditions, it is agreed that overtime will apply after ten (10) hours in a work day rather than eight (8) hours.
- (c) With respect to the various leave provisions of the Collective Agreement such as Vacations, Public Holidays, Sick Leave and Compassionate Leave, they will be based on the annual hourly equivalents (e.g. 8 hours x 11 public holidays for 88 hours; sick leave at 20 days x 8 hours for 160 hours; vacation entitlement based on the number of working days x 8 hours; and compassionate leave on 3 days x 8 hours for 24 hours).
- (d) Public Holiday Bank:

In the case of public holidays, a bank will be set up annually to reflect the maximum initial balance of 88 hours per year. Employees will draw down their bank based on a 10-hour work day and they can either draw 10 hours from the bank or supplement the two (2) hour difference of the conversion from the 8-hour work day to the 10-hour work day with accumulated banked overtime. Should, however, the employee not have the necessary accumulated overtime, then the pay for that work day will be eight (8) hours or whatever balance is remaining in the bank at that time.

As Maplewood Children’s Farm is a seven (7) day per week operation, it could occur that the employee may work some of the public holidays, thus not drawing down from the bank. Should, however, there be a balance in the public holiday bank at the end of the year, it will be paid to the employee by January 31<sup>st</sup> of the following year.

(e) Rest Breaks:

Based on the conversion of a five (5) day work week to a four (4) day work week, Rest Breaks in Schedule “D”, 3, the Employer would owe the employees covered by this Letter of Understanding 19.98 minutes per week (e.g., 20 minutes for Day 5 x 52.178 weeks = 1043.56 minutes divided by 52.178 weeks or 20 minutes per week or 5 minutes per work day).

The Employer will then adjust the daily Rest Breaks to 1 @ 10 minutes and 1 @ 15 minutes.

(f) Meal Breaks:

Meal Breaks will continue with the ½ hour unpaid break. Any longer unpaid meal break will be mutually agreed to by the parties and the work day extended accordingly.

(g) Where a matter arises that is not covered by Section 2 of this Letter of Understanding it shall be resolved by reference to the principle set out in paragraph (a) above.

3. Cancellation

The Employer and/or the Union may cancel this Letter of Understanding at any time upon sixty (60) days’ written notice to either party and the hours of work as set out in Schedule “C” will be reactivated.

DATED this 28<sup>th</sup> day of April, 2000.

Signed for the District of North Vancouver:

Signed for CUPE Local 389:

\_\_\_\_\_  
“S.J. Johnson”

\_\_\_\_\_  
“Sarah Johnston”

\_\_\_\_\_  
“S.A. Wallsmith”

\_\_\_\_\_  
“Cindy McQueen”