

2003 - 2006

COLLECTIVE AGREEMENT

between the

**CITY OF VANCOUVER**

**AS REPRESENTED BY THE BOARD OF PARKS AND RECREATION**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1004**

**(VANCOUVER CIVIC EMPLOYEES' UNION)**

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 (VANCOUVER CIVIC EMPLOYEES' UNION)

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THIS AGREEMENT made and entered into as of 1 January, 2003.

BETWEEN:

**CITY OF VANCOUVER**  
**AS REPRESENTED BY THE BOARD OF PARKS AND RECREATION**

(hereinafter called "the Employer")

OF THE FIRST PART

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 1004**  
**(VANCOUVER CIVIC EMPLOYEES' UNION)**

(hereinafter called "the Union")

OF THE SECOND PART

WHEREAS:

- A. The Employer is an employer within the meaning of the Labour Relations Code of British Columbia, 1992.
- B. The Union is the bargaining authority for the employees in a unit composed of outside workers, without limiting the generality of the foregoing, including: paper pickers, watchmen, children's zoo supervisor, pony attendants, wading pool services, gun loader, lock up English Bay, filter pool attendant, watchman janitor Van Dusen Gardens, except those generally known as inside workers and foremen and those excluded by the Labour Relations Code employed by the Employer.

This Agreement shall constitute the wages and working conditions for the employees so certified.

1. **TERM OF THE AGREEMENT**

This Agreement shall be for a term of four (4) years with effect from 2003 January 01 to 2006 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 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 Employer 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.

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

## 2. DEFINITIONS

2.1 The following terms defined in this Clause unless otherwise specifically provided herein, shall have for the purposes of this Agreement the meanings hereinafter specified:

- (a) "Regular Full-Time Employee" means 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 this Agreement as normal for a particular class of positions, for an indefinite period of time;
- (b) "Temporary Full-Time Employee" means an employee who is employed on a full-time basis 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);
- (c) "Regular Part-Time Employee" means an employee who is employed on a regular part-time schedule of weekly hours which are less than the number constituting full-time employment for a particular class of positions, for an indefinite period of time;
- (d) "Auxiliary Employee" means an employee other than an employee defined in Clauses 2(a), 2(b) and 2(c);
- (e) "Callout" means a call back to work of any employee by the Employer under Clause 7.6;
- (f) "Overtime" means the work scheduled by the Employer under Clause 7.1;
- (g) "Standby" means a requirement by the Employer of any employee to stand by for a call to work under Clause 7.5.

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

### 3. UNION SECURITY

All present employees who are now members of the Union shall remain members of the Union. All persons employed on or after 12 April, 1974, shall apply to the Union to become members thereof by the pay period immediately following completion of thirty (30) calendar days of employment. All present employees who are now members of the Union and those employees who subsequently become members of the Union shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union nor shall any employee be deprived of employment by reason of the refusal of the Union to admit such employee to membership in the Union.

All employees covered by the Union Certificate of Bargaining Authority shall pay to the Union an amount equal to the Union's dues, such payment to be made by payroll deduction. The deduction shall be back-dated to the date the employee commences work provided the employee is still in the employ of the Employer on the final day of the first pay period. Where appropriate, the first deduction shall be prorated and deductions for all subsequent pay periods shall be made provided an employee works any part of the pay period.

### 4. RIGHTS OF MANAGEMENT

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

### 5. REMUNERATION

#### 5.1 Pay Schedules

The scale of remuneration set out in Schedule "A" attached shall apply during the term of this Agreement.

#### 5.2 Pay Days

The wages of the employees covered by this Agreement shall be paid every second Friday, PROVIDED HOWEVER that where the pay day falls on a public holiday, as provided for in Clause 10.3(a), then the employees shall be paid on the last working day immediately preceding such day. For the purpose of this sub-clause only, a working day means a regular working day of the office employees at the City Hall.

#### 5.3 Effective Date for Individual Adjustments

Individual pay adjustments arising from periodic increments, reclassifications, revaluations and promotions (but not for acting in a higher capacity) are to commence

at the beginning of the biweekly pay period the first day of which is nearest the calendar date of the pay adjustment.

Note: This item is not intended to interfere with provisions regarding pay for acting in a higher capacity which were in effect on May 2, 1981.

#### 5.4 Definition of a Day and a Week

For the purpose of computing pay other than overtime, the end of each day shall be midnight and the end of a week shall be Thursday midnight. For the purpose of computing overtime pay, the end of a week shall be Sunday midnight. These definitions of a week are not to alter in any way the definition of "normal work week" outlined later in this Agreement under the Clause headed "Working Conditions".

#### 5.5 Trades Adjustment

Where a specific Journeyman Trades, Trades II and/or related supervisory class(es) has been identified by the Employer as being behind market and such trade has been difficult to recruit for or to retain employees in, the Employer may temporarily increase the rate of pay for the trade and/or related supervisory class(es) with the agreement of the Union. Such agreement by the Union shall not be unreasonably withheld. Where the Employer believes that the Union has unreasonably withheld their agreement the grievance procedure shall be deemed to be exhausted and the Employer may refer the matter to the Expedited Arbitration procedure contained in the B.C. Labour Relations Code.

Such temporary increases will be reviewed annually on July 31 or such other date as mutually agreed between the parties. Upon such annual review, if the rate of pay for a specific Journeyman Trade or Trades II class is found to be above market then the rate of pay for the classification and/or its related supervisory class(es)/positions may be adjusted by the Employer to reflect the new market conditions. Those employees who would be adversely affected by such an adjustment shall remain at their current rate until such time as the general negotiated increases result in a rate that matches or exceeds the employee's current rate, at which time employees shall again become eligible for subsequent general increases.

It is understood that the Employer may make adjustments to individual classes/positions to address market and recruitment issues and that it is not required to apply such adjustments across all Journeyman Trades, Trades II or their related supervisory classes/positions.

### 6. WORKING CONDITIONS

#### 6.1 Work Methods

The General Manager shall be responsible for setting the hours of work within the normal work day and at all times for deciding the methods by which employees shall work under the terms of this Agreement.

## 6.2 Hours of Work and Work Weeks

- (a) Except as otherwise provided for in this Agreement, the normal work week shall be Monday to Friday. The normal hours of work shall consist of any eight (8) hours between 7:00 a.m. and 5:00 p.m.

Except as otherwise provided in the Agreement, no eight (8) hour shift shall be spread over a period of longer than eight and one-half (8½) hours with one-half (½) hour off for lunch.

- (b) Where the Employer's operations require work weeks other than Monday to Friday or hours of work other than eight (8) hours between 7:00 a.m. and 5:00 p.m., such adjustments shall be by mutual consent between the Employer and the Union and such consent by the Union shall not be unreasonably withheld. Such adjustments shall be reflected in Schedule "B" and further adjustments of an on-going nature agreed upon during the term of the Agreement shall be added thereto.

Effective 2003 November 18, where the Employer believes that the Union has unreasonably withheld their consent to hours of work adjustments the grievance procedure shall be deemed to be exhausted and the Employer may refer the matter to the Expedited Arbitration procedure contained in the B.C. Labour Relations Code.

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

## 6.3 Rest Periods

Two (2) rest periods of ten (10) minutes each will normally be allowed to each employee during the working shift. In as far as practicable, the first shall be taken midway between the start of the shift and the lunch period and the second midway between the lunch period and the end of the shift. The General Manager or a representative shall determine the time and the manner in which an employee's rest period may be taken and in the event of emergency such rest period may be cancelled.

#### 6.4 Daily Guarantee

- (a) Subject to the provisions of Clause 6.4(c), an employee reporting for a scheduled shift on the call of the Employer, shall receive their regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two hours' pay at the regular hourly rate unless the employee had been notified by the foreman or superintendent on the completion of the previous shift or at home prior to reporting for work that the employee's services would not be required.
- (b) Subject to the provisions of Clause 6.4(c), an employee other than a school student on a school day who commences work on a scheduled shift, shall receive the regular hourly rate of pay for the entire period spent at the 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 a regular shift but refuses to commence work, or (ii) commences work but refuses to continue working, the employee shall not be entitled to receive the minimum payments set forth in Clause 6.4(a) and 6.4(b). The Employer will make every reasonable effort to advise the employees when work will not be available as outlined above under the present calling procedures.

#### 6.5 Change of Shift for Emergency Conditions

Notwithstanding any other Clause in this Agreement, when, because of emergency conditions caused by snow, ice, flooding, wind, earthquake or other like circumstances, an employee is required to work on shifts other than the normal day shift as defined in Clause 6.2, the employee shall receive the regular rate of pay, or the regular rate of pay for the class of work performed, whichever is higher, for each of the first three (3) consecutive shifts so worked, plus shift premium which shall be paid in accordance with Clause 6.8.

If the emergency condition continues beyond three (3) days, such employee shall be paid the first eight (8) hours of the fourth and subsequent shifts at straight time for the class of work performed, plus shift premium, which shall be paid in accordance with Clause 6.8, provided that the employee is required to work on shifts other than the normal day shift as defined in Clause 6.2.

No travel time shall be allowed under this Clause 6.5.

An employee hired specifically for emergency work shall be paid straight time for the first eight (8) hours per shift, according to classification, regardless of the time of such shifts. Overtime rates shall apply after eight (8) hours' work in any shift.

#### 6.6 Change of Normal Shifts (Other than Emergency Conditions)

When conditions arise (other than emergency conditions) requiring employees to work on organized shifts other than their normal shifts, they shall be paid their standard rate of pay plus the approved shift premium.

## 6.7 Split Shifts

- (a) A split shift occurs when an employee starts a normal shift but is sent home to return for emergency work later in the day.
- (b) Where an employee works a split shift, the shift shall be completed within twelve (12) hours of commencing such shift.
- (c) In cases of emergency including snow clearing, sanding of streets, flooding or like circumstances, making it necessary for an employee to work a split shift in order to carry on work outside the normal work day, standard rates shall prevail until a total of eight (8) hours has been worked.
- (d) One (1) hour extra at straight time will be allowed for travelling time.

## 6.8 Shift Premium

Regular Full-Time Employees in the following classes

- (i) the classes of work for which shift premiums were paid under the Collective Agreement made between the Employer and the Union and dated as of January 1, 1979; and
- (ii) the watchman class,

shall be paid a shift premium of 75¢ per hour for all regular hours worked more than one hour on either side of the normal hours of work as defined in Clause 6.2, provided that where the majority of an employee's regular hours of work fall outside the period described above, the shift premium shall apply to the entire shift.

## 7. OVERTIME, CALLOUT AND STANDBY

### 7.1 Definition

Overtime shall be defined for Regular Full-Time Employees as:

- (i) time worked immediately following the employee's regular shift;
- (ii) 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 shift;
- (iii) time worked at any other time where it has been pre-scheduled by notice provided prior to the end of the employee's regular shift except as otherwise provided in Clause 10.3.

## 7.2 Overtime Pay

Regular Full-Time Employees who elect to be paid for overtime worked shall be paid for the performance of overtime work scheduled by the Employer under Clause 7.1 at the following overtime rates:

- (i) time and one-half the regular rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift.
- (ii) double the regular rate of pay for all overtime in excess of the first two (2) hours thereof worked immediately preceding or immediately following an employee's regular shift.
- (iii) double the regular rate of pay for all overtime worked at any other time than at the times set forth in items (i) or (ii) of this Clause. Employees shall be paid a minimum of one and one-half (1½) hours at double time for overtime worked pursuant to this paragraph (iii).

## 7.3 Compensating Time Off (C.T.O.)

- (a) Every employee who is required to work overtime, or work on a public holiday, shall at the time of working overtime or at the time of working on a public holiday, elect whether to be paid therefor or receive compensating time off in lieu thereof. Thereafter, the method of compensation selected will not be changed unless the Supervisor is notified otherwise.

An employee who elects to receive compensating time off in lieu of being paid overtime or for time worked on a public holiday shall be credited with compensating time off equivalent to the number of hours that would have been paid at straight time for the overtime so worked, at the rate or rates of pay in effect at the time such overtime was worked, subject to the following conditions:

- (i) Time off in lieu of overtime and work on public holidays may not be added to the annual vacation if any part of the vacation falls within the period from June 15th to September 15th.
- (ii) If the employee does not receive all of the compensating time off by 31 March of the year following the year in which the overtime was worked giving entitlement to such compensating time off, or prior to leaving the service of the Employer for any reason (whichever event occurs first), the employee shall be paid in cash for the overtime for which no compensation was received at the rate or rates of pay in effect at the time such overtime was worked.
- (iii) Time off in lieu of overtime, or work on public holidays, must be approved by the employee's Division Head, and may be taken in no less than multiples of one week (five work days) at one time, except as provided in Clause 7.3(b). These days may be made up of days off in lieu of overtime or time worked on public holidays, regular vacation, a

public holiday in that particular week, or gratuity days necessary to make up a two-week or more leave.

- (iv) Employees required to work on public holidays shall receive eight (8) hours' pay at straight time in accordance with Clause 10.3(b) for the public holiday so worked.

It is understood that employees now working on public holidays will continue to do so.

- (b) Upon written application of individual employees, the Employer may permit the requirements of Clauses 7.3(a)(i) and 7.3(a)(iii) herein to be relaxed if conditions in the operations permit. The Union recognizes that conditions vary from one operator to another and that the relaxation of requirements will vary from operation to operation.

#### 7.4 Time Lost Through Lack of Work or Sickness

Any employee who is sent home during the normal work week because of lack of work, or who has not completed forty (40) hours' work at their standard rate of pay in that week due to sickness in respect of which a certificate from a duly qualified medical practitioner has been provided, shall be paid overtime rates for all work performed outside normal working hours or on the employee's normal scheduled rest days, as if the regular shifts had been worked unless such hours are due to a change in shift as outlined in the Clauses 6.5 and 6.6 on "Change of Shifts". Overtime rates, however, shall not be paid an employee who, in the opinion of the General Manager, has been absent without adequate reason and who therefore has not completed forty (40) hours of work at the standard rate of pay in that work week.

#### 7.5 Standby

- (a) Employees who are designated to stand by between the end of a normal day shift on the first day of work in a normal work week (excluding public holidays) until the beginning of the normal day shift on the last day of work in the normal work week shall be paid one hour's pay at the employee's rate of pay for each period of eight (8) hours that the employee stands by in addition to any callout pay entitled under Clause 7.6.
- (b) Employees who are designated to stand by for a call to work at any other time (that is during public holidays and weekends) shall be paid (1) hour's pay at the employee's rate of pay for each period of six (6) hours that the employee stands by in addition to any callout pay entitled under Clause 7.6.
- (c) 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:
  - (i) one-half ( $\frac{1}{2}$ ) hour's standby pay for periods of half or less than half of the full period.

- (ii) one (1) hour's standby pay for periods of more than half of the full period.

## 7.6 Callout

- (a) Callout is to be defined for Regular Full-Time Employees and Temporary Full-Time Employees as being called back to work at any time following completion of an 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 Clause 7.1.
- (b) An employee who is called back to work shall be paid double the rate of pay for the time actually worked plus 1 hour's allowance at double the rate of pay for travelling to and from home, with a minimum of three (3) hours' pay at double the rate of pay. (The minimum includes one (1) hour for travelling time.)
- (c) If additional calls are made upon the employee prior to the expiry of the three (3) hour period or prior to the employee's 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 at double the rate of pay 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 the rate of pay. (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.

## 8. SPECIAL PREMIUM PAY

### 8.1 Utility Worker (Beaches and Pools Division)

Utility Worker (Beaches and Pools Division) receives fifty cents (50¢) per hour extra from May 16 to September 15 for increased responsibilities. This provision is not applicable after 2003 December 31 and instead, effective 2004 January 01, an employee classified as Operations Worker III performing utility worker duties in the Beaches and Pools Division shall be paid as an Operations Worker IV from May 16 to September 15 for increased responsibilities.

### 8.2 Continuance of Regular Pay Following Breakdown of Truck or Equipment

The Employer agrees that a Truck Driver or Equipment Operator, who is so classified due to having competed successfully for a posted position, and who is unable to perform the regular duties due to the breakdown of the truck or equipment shall continue to receive the regular rate of pay for up to ten (10) working days.

8.3 Sewage Pumping Stations

Park Board Employees required to work in sewage pumping station and grit chambers shall receive fifty cents (50¢) (sixty cents (60¢), effective 2003 November 18; sixty-five cents (65¢), effective 2004 January 01) per hour while so engaged. The following employees shall continue to be eligible for the hourly premium set out beside their names:

J.A. Wilson	\$0.87	D. Sanders	1.37
T.G. Barrett	1.03	D.J. Bileski	1.47
F.E. White	1.10	J.M. Cole	1.47
E.C. Chan	1.13	W.J. Ekins	1.47
B.W. Dube	1.13	D.D. Hartnett	1.47
P. Robinson	1.15	L.W. Richards	1.47
S.R. Maddison	1.18	C.J. Silvius	1.47
		R.K. Wilcox	1.47

8.4 First Aid Premiums

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

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

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

8.5 Spray Painting and Sand Blasting-Park Board Painters

A premium of thirty-five cents (35¢) per hour shall be granted for spray painting and sand blasting work.

8.6 Compensation for Instruction - Truck Drivers and Equipment Operators

- (a) Truck Drivers and Equipment Operators participating in the City of Vancouver's Driver Trainer Program as instructors shall receive a premium of \$1.00 per hour above their regular rate while so instructing. Such compensation shall be for providing instruction in all aspects of the vehicle or equipment operations, and evaluating the progress and performance of trainees and reporting same to a superior.
- (b) Such instructor positions shall be posted and candidates shall be required to have their appropriate B.C. Driver's License, have successfully completed City of Vancouver's Driver Training Course or passed the City of Vancouver's Road

Test and written tests (including the City of Vancouver's Air Brake test) and passed an annual review in order to retain their status as instructors. In addition, updating and upgrading instruction by the Supervisor, Driver Training, may be required of incumbents on Employer's time.

## 9. EMPLOYEE BENEFITS

### 9.1 Benefit Administration

The Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans. Benefits for Temporary Full-Time, Auxiliary, and Regular Part-Time Employees are set out in Schedule "H" of this Agreement.

### 9.2 Medical Coverage

#### (a) Medical Services Plan

- (i) All Regular Full-Time Employees who have completed six (6) months' continuous service shall be entitled to coverage under the Medical Services Plan established under the Medical Services Act of British Columbia;
- (ii) The Employer shall pay one hundred percent (100%) of the premiums;
- (iii) Where an employee after becoming eligible for such benefits is laid off, and is subsequently re-employed within twelve (12) months of the date of such layoff, the Employer agrees to resume payment of the premium for such coverage immediately upon such re-employment, but if the employee is not re-employed within the period of twelve (12) months as aforesaid, the employee shall again be required to complete six (6) months' continuous service before being eligible for the coverage provided in this Clause 9.2(a);
- (iv) The provisions of this Clause 9.2(a) shall not apply to employees who have been dismissed from the service or who have resigned of their own accord.

#### (b) Extended Health Care Plan

All Regular Full-Time Employees who have completed six (6) months' continuous service shall be entitled to coverage under an Extended Health Care Plan with the Employer. The provision of these benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits, coverage for:

- (1) effective 2004 January 01, eye exams to a maximum payable of \$75 per person per twenty-four (24) month period;

- (2) vision care to a maximum payable of \$250.00 per person (effective 2006 January 01, \$300.00) per twenty-four (24) month period);
- (3) hearing aids to a maximum payable of \$700.00 per person in a five (5) calendar year period;
- (4) orthopedic shoes to a maximum payable of \$400.00 for adults/\$200.00 for children in a calendar year and, effective 2003 December 01, orthotics to a maximum payable of \$300.00 every five (5) years;
- (5) diabetic equipment and supplies, ostomy supplies, and clinical psychologist services (\$600.00 maximum payable per person in a calendar year);
- (6) chiropractor and naturopath services to a combined maximum of \$200.00 (effective 2003 December 01, \$300.00; effective 2006 January 01, \$500.00) per calendar year; physiotherapist and massage practitioner services to a combined maximum of \$250.00 (effective 2003 December 01, \$600.00; effective 2006 January 01, \$800.00) per calendar year; podiatrist services to a maximum of \$100.00 (effective 2003 December 01, \$350.00) per calendar year; and acupuncture treatments to a maximum of \$100.00 (effective 2003 December 01, \$200.00) per calendar year.

The EHB lifetime maximum coverage under this Plan will be \$1,000,000 per covered employee and dependent. The Plan has an annual deductible of \$25.00 and will increase to \$50.00 on 2004 January 01 and will further increase to \$100.00 on 2005 January 01.

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

### 9.3 Dental Services Plan

The Employer has established a dental plan for all Regular Full-Time Employees who have completed six (6) months of continuous service on the following basis:

- (a) Basic Dental Services (Plan A) paying for eighty percent (80%) of the approved schedule of fees;
- (b) Prosthetics, Crowns and Bridges (Plan B) paying for fifty percent (50%) of the approved schedule of fees;
- (c) Orthodontics (Plan C) paying for fifty percent (50%) of the approved schedule of fees. The lifetime maximum shall be \$3000 for adults and dependent children as defined by the Plan;
- (d) The Employer shall pay eighty-five percent (85%) and the employees shall pay fifteen percent (15%) of the premiums.

#### 9.4 Group Life Insurance

All Regular Full-Time Employees shall, effective the first of the month following one year's service, join the Group Life Insurance plan which provides the following coverage:

- (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 shall 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 Clause 10.1(d).
- (d) The cost of the \$1,000 coverage for retired employees shall be incorporated into the premiums paid by the Employer and the active employees.
- (e) The Employer shall pay one hundred percent (100%) of the premiums.

#### 9.5 Optional Group Life Insurance

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

#### 9.6 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.

#### 9.7 Disability Plan

The Employer and the Union have agreed to a Disability Plan Document dated December 11, 2007 and signed 21 January 2008 that describes the Plan in detail and employees should refer to that document for a complete description of the Disability Plan. The Plan Document includes specific definitions and some are marked below with an asterisk (\*). The Employer and the Union specifically agree that the preceding sentences do not incorporate the Disability Plan Document into the Collective Agreement. The following describes the Disability Plan in general terms and is effective from the date the Disability Plan is implemented unless otherwise indicated.

- (a) Each Regular Full-Time Employee, after three (3) months of service, shall be enrolled in the Disability Plan with the employee paying a share of the premium for such Plan of eighty-four cents (84¢) (one dollar and ten cents (\$1.10)

effective 2004 January 01) for each one hundred dollars (\$100.00) of wages. The Employer shall pay the balance of such premium. Any refund shall belong to the Employer. The waiting time for commencement of payment under the Short Term Disability portion of the Plan shall be 6 months of continuous service by the eligible employee. See Schedule "F" for eligibility for Regular Part-Time and Temporary Full-Time Employees; Temporary Full-Time Employees are not eligible for the Long Term Disability portion of the Disability Plan.

- (b) When an employee covered by the Disability Plan is prevented from performing the employee's regular duties\* because of:
- (1) a bona fide non-occupational sickness or accident; or
  - (2) a bona fide accident or industrial illness for which there are no benefits in lieu of lost wages from the Workers' Compensation Board, provided that the applicable Disability Plan claims adjudicator verifies that the accident or industrial illness is bona fide;

the employee shall be paid as follows:

(i) Short Term Disability

Seventy percent (70%) of regular pay\* to a maximum of three (3) working days per absence and to a maximum of twelve (12) working days in a calendar year. After twelve (12) days of Short Term Disability in a calendar year, all subsequent periods of Short Term Disability are unpaid.

(ii) Medium Term Disability

For disability absences exceeding three (3) consecutive working days, eighty percent (80%) of regular pay\* for a maximum of twenty-six (26) weeks (excluding the first three (3) days on Short Term Disability).

(iii) Long Term Disability

For continuous disability absences that exceed the Short and Medium Term portions of the Plan (three (3) working days plus twenty-six (26) weeks), sixty-five percent (65%) of regular pay\* for as long as the employee remains eligible for benefits under the Plan (generally the earlier of when the employee is no longer disabled\*, recovery, age 65, termination of employment\*, non-compliance with the provisions of the Plan, retirement with the maximum unreduced pension\*, or death.

For purposes of the Long Term Disability portion of the Plan, disability means the inability of an employee, due to illness or injury to physically or mentally perform their regular duties\* for the first two (2) years of Long Term Disability benefits following the expiry of Medium Term Disability benefits. Thereafter disability means the inability of an

employee, due to illness or injury to physically or mentally perform the duties of any occupation or employment for wages or compensation, for which the employee is reasonably qualified by education, training or experience, or may reasonably become so qualified, and for which the earnings are sixty percent (60%) or more of the employees pre-disability rate of pay\*.

- (c) While an employee is receiving Short Term or Medium Term Disability benefits, the Employer will:
  - (i) continue to make its contributions to the employee's superannuation fund based on the gross benefits received by the employee, and
  - (ii) arrange with the employee so that the employee's contributions to the superannuation fund be continued by the employee based on the gross benefits paid, and
  - (iii) pay its share of the monthly premiums for the employee's coverage under the Medical Services Plan, Extended Health Care Plan, Dental Services Plan and Group Life Insurance under Clauses 9.2, 9.3 and 9.4.
- (d) During the first two (2) years that an employee is receiving benefits under the Long Term Disability Plan, the Employer shall pay its share of the monthly premiums for the employee's coverage under the Medical Services Plan, Extended Health Care Plan, Dental Services Plan and Group Life Insurance under Clauses 9.2, 9.3 and 9.4.
- (e) Any Employment Insurance Rebate received by the Employer shall be applied toward the funding of the Disability Plan.

#### 9.8 Gratuity Plan

The following applies to Regular Full-Time Employees and is effective from the date the Disability Plan is implemented:

- (a) How Accumulated
  - (i) A credit of one (1) day shall be given for each four (4) month segment of the calendar year (January to April, May to August, September to December) in which the employee has no absences on Short Term Disability, which may be accumulated to a maximum of 120 working days. An absence that commences in one four month segment and continues into the next segment shall, for the purposes of gratuity credits, be treated as an absence in the first segment only. No credits shall be given in a calendar year in which an employee is absent for six (6) or more days of Short Term Disability. No credits shall be given for a four (4) month segment where an employee is absent for the entire segment on Long Term Disability.

- (ii) The total gratuity credited to each employee at December 31st of each calendar year will remain to such employee's credit regardless of time lost in any subsequent year through illness or any other reason.

(b) Transferred Employees

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

(c) Gratuity Leave

An employee who has accumulated gratuity days may be granted leave up to the number of gratuity days accumulated; PROVIDED HOWEVER THAT:

- (i) The minimum gratuity leave which shall be taken shall be five (5) days and the maximum leave twenty (20) days. Only one period of gratuity leave may be taken in a calendar year.
- (ii) An employee's right to gratuity leave shall be subject at all times to the exigencies of the Department of the employee and to the discretion of the Department Head.

(d) Payment in Cash

An employee or the employee's estate (as the case may be) shall be entitled to payment in cash for gratuity days accumulated in the event of termination of employment, a total disability that continues beyond the first two (2) years of the Long Term Disability portion of the Plan, or death in the service.

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

Payment of the amount of gratuity, or any part thereof calculated as of the termination date of service with the Employer may, with the employees' consent, be delayed for a period not exceeding twelve months. If an employee desires to delay the payment of any gratuity the employee shall notify the General Manager of Human Resource Services to that effect prior to the last day of actual work for the Employer. The delayed amount shall be paid in a single sum, plus interest, for the period of the delay at a rate to be determined from time to time by the Director of Finance.

### 9.9 Workers' Compensation Board Make-Up

- (a) A Regular Full-Time Employee who has completed six months of continuous service and whose claim for Workers' Compensation Board (WCB) temporary disability benefits is accepted by the WCB, shall assign the employee's WCB cheque to the Employer and the Employer shall pay the employee's approximate net salary. In the event the WCB rejects a claim, or during a period of WCB delay prior to accepting one, the Employer will pay full regular salary to the employee for as long a period as the employee has sick leave, gratuity, 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.
- (b) An employee who is injured while working shall be paid regular pay for the full shift on the day the employee suffers the occupational injury.

### 9.10 Pension

An employee shall be eligible to participate in a Pension Plan under the terms of the Pension (Municipal) Act of British Columbia.

### 9.11 Continuation of Pension Contributions

Where, due to a layoff, a full-time employee has had a reduction in the hours of work and that employee's employment status has changed, the employee must continue to contribute to the Municipal Superannuation Plan. Contributions made by the Employer and the employee shall be made on the basis of the new hours worked, and are subject to the requirements of the Pension (Municipal) Act.

### 9.12 Pension 'Buy-Back' Provision

Subject to the qualifying provision contained in Section 9(1) of the Pension (Municipal) Act, the Employer agrees to participate in such contributions as are necessary to extend pensionable service of a retiring employee who has reached minimum retirement age, up to a maximum of six (6) months. The said extension to represent that time served by the employee in a probationary capacity with the Employer which has not heretofore been considered as pensionable service. Costs, as defined by the Commissioner of Municipal Superannuation, are shared 50/50 by the employee and the Employer as per Section 9(1)(b) of the Pension (Municipal) Act.

Note: The Employer and the Union agree that the maximum extension for any employee who served a longer probation period because the Collective Agreement in force at the time they were hired included such longer probation period shall be twelve (12) months.

Effective 2003 November 18, where an employee has, prior to retirement, paid the full cost of extending their pensionable service as provided herein, the Employer shall, upon the employee's retirement, reimburse the employee for one-half (½) of the costs previously paid by the employee provided the employee has reached the minimum retirement age.

9.13 Unemployment Insurance

All employees shall be covered by unemployment insurance.

9.14 Compassionate Leave

- (a) A Regular Full-Time 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:
  - (i) in the case of the death of the employee's wife, husband, child, step-child ward, brother, sister, parent, step-parent, parent-in-law, grandparent, grandchild, guardian or common-law spouse; or
  - (ii) 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 Clause 9.14(a), and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Fraser Valley Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Requests for leave under Clauses 9.14(a) and 9.14(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 Clause 9.14(a) herein may be granted such leave when on annual vacation if approved by the Department Head. An employee who is absent on sick leave with or without pay or who is absent on 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 Clause 9.14(a) herein.

9.15 Maternity Leave 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 Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- (4) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (5) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.

- (6) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, 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 their previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Subject to paragraph (d)(1), an employee on maternity leave or parental leave who has notified their Department Head of their intention to return to work pursuant to paragraph (b)(5) and who subsequently suffers any illness or disability which prevents the employee from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

(e) Benefits

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

(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 Employer with satisfactory medical evidence.
- (5) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

#### 9.16 Jury Duty and Court Attendance

Effective 2003 November 18:

- (a) Any Regular Full-Time Employee called for jury duty or as a witness in a Court will be allowed time off during the period of such duty. The employee's regular pay will be continued and any remuneration received for such duty will be remitted to the Employer. In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (b) The Employer does not make allowance for payment of additional transportation costs, parking fees, lunches, etc., incurred while on such duty, nor shall these costs be deducted from the fees received.

9.17 Absence from Duty of Union Officials

- (a) All applications for leave of absence whether 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 Employer. Requests for such leave of absence shall nevertheless be given precedence over any other applications for leave on the same day.
- (b) With respect to any leave of absence granted without pay, the Employer shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount, including the Employer'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 Employer to the amount of the account rendered within sixty (60) days.
- (c) Upon application to, and upon receiving the permission of the Director 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 Employer or for the purpose of settling a grievance as outlined in Clause 15 of this Agreement. Not more than three (3) 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.
- (d) Upon application to, and upon receiving the permission of the Director 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 British Columbia divisional conventions of the Canadian Union of Public Employees, the annual convention of the British Columbia Federation of Labour and the biennial convention of the Canadian Labour Congress.
- (e) Upon application to, and upon receiving the permission of the Director 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.
- (f) The Employer agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing duties as an officer of the Union shall not lose seniority in the service of the Employer and shall continue to accumulate seniority while performing such duties. Upon retirement from the duties as an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which the former position was allocated and for which the employee is qualified if any position within such class is held by an employee with less seniority. If all of the positions within such class are held by employees with more seniority than the returning employee's or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which the employee is qualified.

- (g) The Employer 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 British Columbia 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 Employer while on such leave of absence. Upon termination of such period of office, such an employee may return to the first vacant position for which they are qualified in the service of the Employer.
- (h) The Union shall provide the Employer 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.

9.18 Requests for Leave of Absence for Pre-Apprenticeship Training

Any request from an employee for a six month leave of absence without pay to undertake pre-apprenticeship training shall be considered on its own merits.

9.19 Group RRSP

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

10. VACATIONS AND PUBLIC HOLIDAYS

10.1 Vacations

Paid annual vacations for all Regular Full-Time Employees covered by this Agreement shall be allowed as follows:

(a) Annual Vacation

- (i) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act;
- (ii) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of ten (10) working days for each month or portion of a month greater than one-half worked by December 31st;
- (iii) During the second up to and including the seventh calendar year of service--fifteen (15) working days;
- (iv) During the eighth up to and including the fifteenth calendar year of service--twenty (20) working days;
- (v) During the sixteenth up to and including the twenty-third calendar year of service--twenty-five (25) working days;

- (vi) During the twenty-fourth and all subsequent calendar years of service--thirty (30) working days;
- (vii) Employees who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth (1/12) of their vacation entitlement for that year for each month or portion of a month greater than one-half worked to the date of termination.

PROVIDED THAT

(b) Meaning of Calendar Year

"calendar year" for the purposes of this Agreement shall mean the twelve-month period from January 1st to December 31st inclusive.

(c) Adjustment for Overpayment of Annual Vacation

Adjustment will be made for any overpayment of annual vacation in all cases of termination of service for any reason.

(d) Vacation in the Year of Retirement

Any Regular Full-Time Employee

- (i) who has reached minimum retirement age as defined in the Pension (Municipal) Act and has completed at least ten (10) years of pensionable service in accordance with and as defined in the said Act; or
- (ii) whose age and years of service with the Employer 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 paragraphs in this Clause.

(e) Deferment of Annual Vacation

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

- (i) shall take at least fifteen (15) working days of such annual vacation during the year in which such vacation is earned, and
- (ii) may defer the taking of any part of such annual vacation in excess of fifteen (15) working days;

PROVIDED HOWEVER THAT the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause 10.1(e) shall be twenty (20) working days.

(f) Early Retirement

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

(g) Rates of Pay During Annual Vacation

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.

(h) Annual Vacation Pay Adjustment

As soon as possible following 31 December 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 employees' actual annual basic earnings and regular base rate earnings applied to the employees' 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).

(i) Effect of Paid Sick Leave on Annual Vacation

An employee who is eligible for the benefits of the Disability Plan under Clause 9.7 shall not suffer a reduction in annual vacation by reason of the first twenty-six (26) weeks' absence on paid sick leave under that Clause.

(j) Effect of WCB on Annual Vacation

An employee who is absent for twelve (12) consecutive months on WCB shall not accumulate annual vacation for any time absent on WCB in excess of the twelve (12) months.

## 10.2 Supplementary Vacation

In addition to the annual vacation to which a Regular Full-Time Employee is entitled under Clause 10.1, each Regular Full-Time Employee upon commencing the 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 the supplementary vacation under this Clause 10.2 on the first day of January in the year the employee becomes eligible for such supplementary vacation. An employee shall retain the supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies.

(An explanatory note and table is annexed hereto as Schedule "C" for the purposes of clarification and shall form part of this Agreement.)

## 10.3 Public Holidays

- (a) Provided an employee has worked at least fifteen (15) of the last thirty (30) days prior to the public holiday, Regular Full-Time Employees are entitled to a holiday with pay on the following public holidays, namely: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day appointed by Council to be a civic holiday.

PROVIDED THAT:

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

EXCEPT THAT:

whenever Christmas Day and Boxing Day fall on Saturday and Sunday respectively and the Government of Canada and the Government of the Province of British Columbia or either of them proclaim that such public holidays be observed on two (2) days other than Saturday and Sunday

then the days so proclaimed shall be read in substitution for such public holidays but,

if there is no such proclamation by either of such governments in respect of one of such public holidays then the Employer shall designate either the Friday immediately preceding such public holiday or the Monday immediately following the same as the day to observe such public holiday and the employees shall be entitled to a holiday with pay in lieu of such public holiday on the day so designated, or pay the employees in lieu of such public holiday at their respective regular rates of pay,

if there is no such proclamation by either of such governments in respect of both of such public holidays, then the employees shall be entitled either to a holiday with pay in lieu of Christmas Day on the Friday immediately preceding Christmas Day and a holiday with pay in lieu of Boxing Day on the Monday immediately following Boxing Day, or pay in lieu of such public holidays, or either of them, at their respective regular rates of pay at the option of the Employer.

- (ii) Notwithstanding anything contained in this Clause 10.3(a) whenever one of the aforementioned public holidays, other than Christmas Day and Boxing Day, fall on a Saturday or Sunday, instead of having all the employees observe the public holiday on the same day the Employer may declare both the Friday immediately preceding such public holiday and the Monday immediately following the same for the observance of such public holiday and such of the employees as shall be designated by the Employer in such declaration shall be entitled to a holiday with pay in lieu of such public holiday on the Friday named by the Employer and the remainder of the employees shall be entitled to a holiday with pay in lieu of such public holiday on the Monday named by the Employer.
- (iii) In order to be eligible for the paid holiday, employees must be on duty or on paid leave either the working day immediately preceding or immediately following the holiday, or if on an approved leave, have worked at least fifteen (15) of the previous thirty (30) working days. Compensation for public holidays is included in the benefit payment for individuals in receipt of weekly disability benefits.

Although an employee receives eight (8) hours' pay for a public holiday, it shall not be considered as eight (8) hours worked.

- (b) Subject to Clause 10.3(c) if a Regular Full-Time Employee in the classifications of security guards, zoo employees, golf employees, public convenience cleaners, pool employees, park scavenging employees, nursery employees, sweeper operators and employees at the Bloedel Conservatory, whose duties normally require the employee to work on public holidays, is required to work on any public holiday defined in Clause 10.3(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 shall be given compensating time off equivalent to one and one-half times the number of hours worked on the holiday. If an employee is required to work on the day off given in lieu of a public holiday, pursuant to the provisions of this Clause 10.3(b), then in lieu of such holiday, the employee shall be paid the regular pay for the public holiday plus double the regular rate of pay for the hours worked on such day off. Time worked on a public holiday or on the day off given to the employee in lieu of a public holiday shall not be treated as overtime except as provided in Clauses 7.1, 7.2 and 7.3. For the purposes of this Clause 10.3(b) a public holiday does not include a holiday declared by the City pursuant to Clause 10.3(a)(ii) unless the employee is entitled to that holiday with pay in lieu of a public holiday.

- (c) Whenever a public holiday defined in Clause 10.3(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 10.3(b), be deemed to be a public holiday and if such employees work on the Saturday or Sunday they shall not be entitled to public holiday premium pay for work on either of those days.

Notwithstanding anything contained in Clause 10.3(a) or 10.3(b) prior to the beginning of any calendar year the Employer and the Union may agree that whenever a public holiday defined in Clause 10.3(a) falls on a Saturday or Sunday those employees referred to in Clause 10.3(b) shall be paid public holiday premium pay for working on the Saturday or Sunday but such employees shall be paid public holiday premium pay only once for the same holiday.

For the purposes of this Clause 10.3(c), the premium rate which is paid for hours worked on public holidays is not to be treated as an overtime premium but overtime rates will become applicable as provided for in Clauses 7.1 and 7.2 if work on a public holiday extends beyond the employee's normal daily hours.

- (d) Work on Public Holidays

All Regular Full-Time Employees, other than those employees referred to in Clause 10.3(b), who work on any public holiday as provided for in Clause 10.3(a) which falls on or is observed on any day from Monday to Friday inclusive will receive their regular pay for the said holiday plus double the regular rates of pay for the hours worked on that holiday. Time worked on an approved holiday shall not be treated as overtime except as provided in Clauses 7.1 and 7.2.

For the purposes of this Clause 10.3(d) a public holiday does not include a holiday declared by the Employer pursuant to Clause 10.3(a)(ii) unless the employee is entitled to that holiday with pay in lieu of a public holiday.

(e) Work on Scheduled Rest Day

If an employee's normal scheduled rest day coincides with a public holiday, [as provided for in Clause 10.3(a)] which falls or is observed on any day from Monday to Friday inclusive, the employee, in addition to the regular rate of pay for that public holiday, shall be paid at the rate of double the regular rate of pay for all the hours worked on that day. For the purposes of this Clause 10.3(e) a public holiday does not include a holiday declared by the Employer pursuant to Clause 10.3(a)(ii) unless the employee is entitled to that holiday with pay in lieu of a public holiday.

11. PROBATION

Employees shall have probationary status during their first continuous six (6) months of employment. While employees have probationary status pursuant to the provisions of this Clause 11, they shall have no rights based on seniority, but on the completion of the probationary period their seniority shall be based on total length of service in the Division in which the employee is working, subject to the provisions of Clause 14.1(b). Where a probationary employee is absent for ten (10) or more working days, the probationary period shall be extended by the total number of days absent.

12. POSTING AND FILLING OF POSITIONS

12.1 Promotions, Demotions and Transfers

- (a) The General Manager, in considering applications for promotion to a posted position shall, subject to the right of appeal under the provisions of Clause 15 (Grievance Procedure) give primary consideration to the skills, knowledge and ability of the applicants for the position applied for and if, after such primary consideration, the skills, knowledge and ability of the applicants are considered equal the senior qualified applicant shall receive the promotion.

NOTE: In any arbitration, pursuant to this provision, if the Union is able to demonstrate that the senior applicant has the skill, knowledge and ability to perform the job, the Employer must establish that such skill, knowledge and ability is not equal to that of the successful applicant.

- (b) The General Manager, in considering the demotion or transfer of an employee shall, subject to right to appeal to the City Council and subject to right of appeal under the provisions of Clause 15 (Grievance Procedure) give primary consideration to the skills, knowledge and ability of the employee concerned and the employee's length of service.
- (c) 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 had bargaining authority, the

Employer shall have the right to place such employee in the position previously held or in any vacant position for which such employee is considered qualified. The employee, if so placed as the result of being demoted, or re-employed following a layoff, shall suffer no loss of seniority and such seniority shall be the employee's total length of service with the Employer.

## 12.2 Posting of Positions

- (a) The Employer agrees that Regular Full-Time positions, except Labourer II (effective 2004 January 01, Operations Worker II) and any other positions valued at or below the Labourer II (effective 2004 January 01, Operations Worker II) rate of pay, shall be posted for a period of seven (7) days in a prominent position in all work areas within the Union's jurisdiction.
- (b) All notices of vacancies posted pursuant to this Clause shall contain the following information:
  - (i) nature of position;
  - (ii) required qualifications, knowledge, education and skills;
  - (iii) wage or salary rate or range;
  - (iv) shifts (if any); and
  - (v) anticipated length of any temporary assignment, if posted.
- (c) Postings (where required) for positions assigned to the consolidated classes of Operations Worker I – IV may include specific knowledges, skills, abilities, and/or qualifications required to perform the work of the specific position posted.

## 12.3 Display of Spare Truck Driver and Equipment Operator Lists

The Employer agrees to display current spare Truck Driver and Equipment Operator lists on all Bulletin Board locations.

## 13. SENIORITY POOL

Effective 2003 November 18:

- (a) A single Seniority Pool shall be established for seniority purposes effective 11:59 p.m. on 2003 December 31.
- (b) Access to the Seniority Pool will be extended to:
  - (i) all Regular Full-Time Employees upon completion of the probationary period contained in this Agreement;

- (ii) all Regular Part-Time Employees upon completion of one thousand and forty four (1044) hours (i.e. equivalent to the completion of the probationary period contained in this Agreement). Hours worked in the capacity of regular full time, temporary full-time and/or auxiliary shall be included in the calculation.)
  - (iii) all Temporary Full-Time Employees upon completion of the probationary period contained in this Agreement; and
  - (iv) all employees who have worked in a Temporary and/or Auxiliary capacity for the equivalent of twelve (12) months in two (2) consecutive calendar years, provided that such employees, while having access to the Regular Seniority Pool, shall be required to serve the normal probationary period upon acquiring a regular full-time position.
- (c) Upon becoming a Regular Full-Time Employee and completing the probationary period, seniority will be calculated by taking all straight time hours worked and dividing by 2088 to create a seniority date. Such date shall not be adjusted for periods of layoff of less than one year.
- (d) The Seniority Pool List shall be updated and a copy provided to the Union prior to the normal seasonal hiring period(s) and again before any layoff occurs.
- (e) Employees who had previously attained access to the Seniority Pool and subsequently resign and return to work within one (1) year or change status and work less than twenty (20) hours per week shall be required to work a minimum of four (4) weeks or one hundred and sixty (160) hours following their rehire or change in status before being reinstated on the Seniority Pool list.

#### 14. LAYOFF AND RECALL

##### 14.1 Layoff

(The following provisions are subject to Schedule "H" for Temporary Full-Time, Auxiliary, and Regular Part-Time Employees.)

- (a) When laying off an employee or employees within each classification, the last hired shall be the first laid off, based on length of service, it being understood that:
  - (i) employees in a higher classification may be demoted to a lower classification, and
  - (ii) probationers have no seniority, and
  - (iii) an employee who has been promoted from one classification to another, and subsequently demoted to the lower classification shall, within that lower classification, have seniority according to length of service with the Employer and shall, if a layoff occurs, be laid off accordingly, and

- (iv) the classifications Labourer I and Labourer II shall, for the purposes of layoff only, be considered as one classification. (This paragraph (iv) is not applicable after 2003 December 31.)
- (b) Employees who have completed their probationary period and who are laid off and subsequently recalled within one (1) year, shall be credited with previous service for the purpose of determining length of service in connection with vacations and other benefits based on length of service. Where an employee having completed the probationary period has been laid off and subsequently recalled to work in another Branch of the City Service, seniority for the purpose of layoff shall commence from and be based on the date on which the employee was recalled.
- (c) Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer, the Employer shall give to the employees concerned who have completed the probationary period not less than ten (10) days' prior written notice of any layoff under this Clause. Such notices shall be given in writing either by delivering or mailing the same to the employee for whom it is intended. If an employee to whom notice of layoff is given under this Clause 14.1(c) has not been given the opportunity to work for at least ten (10) days of the period of such notice the employee shall be paid for those days for which work was not made available. The Employer shall be required to give notice of layoff under this Clause 14.1(c) 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.

#### 14.2 Re-Hiring

(The following provisions are subject to Schedule "H" for Temporary Full-Time, Auxiliary, and Regular Part-Time Employees.)

- (a) In the case of employees who have completed the probationary period and are laid off due to lack of work, the Employer agrees to give such employees preference in recall, firstly in their own Divisions and secondly in other Divisions, subject to the following conditions:
  - (1) That the employee is capable of performing the work which may be available.
  - (2) No new employees shall be hired following a layoff until those employees who were laid off have been given a reasonable opportunity of recall as follows:
    - (i) the Employer shall make every reasonable attempt to contact the employees in order of their seniority and the employees shall be recalled by the Employer in such order provided that they respond within forty-eight (48) hours of the initial attempt of the Employer to contact them;

- (ii) upon making contact with an employee, the Employer shall specify the time when the employee shall report for work;
- (iii) an employee who does not respond within forty-eight (48) hours of the initial attempt of the Employer to make contact, or who refuses to report for work shall be placed at the bottom of the list of employees eligible for recall under this Clause notwithstanding the employee's seniority;
- (iv) an employee notified to return to work shall report at the time and place specified by the Employer for so doing or, in extenuating circumstances, within such extended period of time not exceeding fourteen (14) days from the date of the initial attempt of the Employer to make contact as the General Manager may approve, which approval shall not be unreasonably withheld;
- (v) it is the responsibility of all employees who have been laid off and wish to be recalled by the Employer to advise their Division Head, by letter, of their respective current addresses and telephone numbers. Each Division shall maintain a list of the addresses and telephone numbers provided by the employees but there is no obligation upon the Employer to attempt to contact employees who cannot be located at the most recent addresses and telephone numbers provided by the employees.

Notwithstanding any of the provisions of this Clause 14.2(a), (i) if it is not feasible to wait forty-eight (48) hours to contact an employee (hereinafter called an "eligible employee") who has been laid off and is eligible for recall under this Clause the Employer reserves the right to hire other than an eligible employee until such eligible employee reports for work in accordance with this Clause and (ii) an eligible employee shall have no preferential right to re-employment after a period of one (1) year from the date of layoff.

- (b) Effective 2003 November 18, the offer of short term temporary and/or auxiliary assignments (i.e. up to the equivalent of four (4) weeks or 160 hours) to employees with access to the Seniority Pool who have been laid off shall not be considered a recall. An employee who accepts such temporary and/or auxiliary work shall not receive a further layoff notice at the conclusion of such work. Employees who decline such work will not be considered to have refused a recall. Employees' who refuse assignments greater than four (4) weeks or 160 hours shall be placed at the bottom of the Seniority List for the balance of the recall period.
- (c) A Regular Full-Time Employee's seniority date shall not be adjusted for periods of layoff of less than one (1) year.

## 15. GRIEVANCE PROCEDURE

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

### Step 1

The aggrieved person or the Job Steward or the Union shall, in the first instance, give full particulars of a grievance in writing to the Foreman or Supervisor. This first step of the grievance procedure shall be exercised by the aggrieved person within ten (10) working days of the occurrence of the incident being grieved or disputed, it being understood, however, that a grievance may be filed by the Job Steward or the Union within ten (10) working days of their becoming aware of the occurrence.

### Step 2

If the alleged grievance is not settled within five (5) working days of being referred to the Foreman or Supervisor, or any extended time that may be agreed upon, or if the Supervisor says the matter is beyond the Supervisor's authority, the Employer or the Union may, within five (5) working days refer the matter to the General Manager or designate.

### Step 3

Any dispute between the Employer and the Union which is beyond the jurisdiction of any one Supervisor may be submitted by the Employer or the Union directly to the General Manager or designate.

### Step 4

If the grievance is not settled within five (5) working days of being referred to the General Manager or designate, or any extended time that may be agreed upon, the matter may, within five (5) working days, be referred by the Employer or the Union to the City Manager or designate and the City Manager or designate shall, upon the request of the Employer or the Union, and with all reasonable dispatch, but in any event within ten (10) working days from receipt of such request, arrange for a meeting between the City Manager or designate and the Union.

### Arbitration

If the grievance is not settled within five (5) working days of being referred to the City Manager or designate or any extended time that may be agreed upon, it may, within five (5) working days, be submitted by the Employer or the Union to a Board of Arbitration and the grievance shall be finally and conclusively settled without stoppage of work, by arbitration. The Board of Arbitration shall consist of three (3) persons, one

to be chosen by the Employer and one to be chosen by the Union, and the third, who shall be chair, to be selected by the two so appointed, and if they are unable to agree upon or otherwise fail to appoint such third arbitrator, the Minister of Labour shall be requested to appoint such chair and otherwise the provisions of the Labour Relations Code shall apply. The decision of the Arbitration Board shall be final and binding upon both the Employer and the Union. The Employer and the Union shall bear the fees and expenses of the arbitrators respectively appointed by them and shall pay one-half the fees and expenses of the chair.

## 15.2 Wrongful Dismissal

Where under Clause 15 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 Employer to reinstate the employee and pay to the employee a sum equal to the wages lost by reason of the dismissal, suspension, or other discipline, or such lesser sum as, in the opinion of the 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.

## 16. GENERAL CONDITIONS

### 16.1 Workers' Accommodation

The Employer agrees that where possible all employees should have proper facilities for eating in cleanliness and comfort and for drying work clothes. The Employer agrees to cooperate with the Union in providing adequate and reasonable facilities and accommodation in this respect.

### 16.2 Clothing

The Employer shall supply, maintain and clean one pair of coveralls per week for each Tradesman in the employment of the Employer except gardeners, greenhouse employees and nursery employees. The Employer also provides protective clothing to employees in other specific operations of the Employer if required in the opinion of the Supervisor of the employees concerned.

### 16.3 Employee Tools and Equipment

In any cases where tradesmen or other employees are required by the Employer 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 Employer shall pay the cost of replacing such broken hand tools, unless the employee is able to effect replacement without cost to the employee under the terms of a guarantee or warranty.

The Employer will provide theft and fire insurance for employee-owned tools and equipment that are used in the work and are required by the Employer provided that the employee submits a list of items for approval annually. Such coverage does not extend to motor vehicles or other forms of transportation such as bicycles but does include rain gear used in the work. The coverage has a fifty dollar (\$50) deductible payable by the employee and proof of theft will be required by the Employer.

#### 16.4 Personnel Records

- (a) A copy of any written material concerning any disciplinary action (including reprimands) affecting an employee shall be given to the employee as soon as possible after it is recorded in the personnel file.
- (b) On and after 1992 January 01, an employee shall be given a copy of any document placed in the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in the file, that employee shall be entitled to recourse through the grievance procedure contained in Clause 15. The Employer agrees not to introduce as evidence in any hearing arising from a disciplinary grievance any document dated on or after 1992 January 01 from the file of an employee the existence of which the employee was not aware of at the time of filing.
- (c) If an employee wishes to review, or have a designate review, the contents of the personnel file, the employee shall on each occasion submit a request in writing to the General Manager or designate and, upon receiving permission, such review shall take place in the presence of a person authorized by the General Manager or designate.

#### 16.5 Disabled Employees

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

### 17. HEALTH AND SAFETY

#### 17.1 Central Safety Committee

A Central Safety Committee shall be established consisting of six (6) Union appointees who shall be employees or members of CUPE Local 1004, and an equal number of representatives appointed by the Employer. The Central Safety Committee shall discuss matters relating to occupational health and safety and shall make recommendations to the General Manager or designate.

#### 17.2 Safety Precautions

All relevant regulations of the Workers' Compensation Board as to safety measures affecting any employee covered by this Agreement shall be observed and adhered to.

### 17.3 Transportation of Employees in Trucks

The Employer or designate agrees to instruct the appropriate supervisors that no employee shall be transported in the back of a truck unless the employee is properly seated and the relevant provisions of the Workers' Compensation Board Regulations and the Motor Vehicle Act are adhered to.

### 17.4 Human Rights

Effective 2003 November 18, the Employer and the Union agree that any form of discrimination (including sexual harassment) under the prohibited grounds of the B.C. Human Rights Code shall not be tolerated in the workplace.

## 18. JOB EVALUATION

Effective 2003 November 18:

### (a) Class Specifications

The Employer shall establish and maintain class specifications describing the nature of the duties, level of responsibility and the requirements of positions covered by this Agreement and will provide the Union with copies of same.

### (b) Reclassification of Existing Positions

Where the nature of the duties, level of responsibilities and requirements of a position have changed significantly or the position is allocated inappropriately to one of the class specifications covered by the collective agreement, a request for review may be submitted to the Employer by the incumbent employee or the Union.

Upon completion of the review, the Employer and Union shall discuss the results and if the matter is not resolved within sixty (60) calendar days, the Union may refer the matter directly to the Board of Arbitration referenced in the grievance procedure of the Collective Agreement.

Reclassifications shall be retroactive to the date of the request provided the employee has submitted the required documentation supporting the initial request in a timely manner.

### (c) Classification of New Classes of Positions

Where the Employer establishes a new class specification, the Employer shall set an appropriate rate within the context of Schedule "A". If the rate set by the Employer for that class is disputed by the Union, the Employer may implement the new rate subject to the Union's right to arbitrate the rate of pay for the class. The Employer and Union shall discuss the disputed rate to ensure that it is set appropriately in the context of the Schedule "A" rates, and if not resolved within

sixty (60) calendar days, the Union may refer the matter directly to the Board of Arbitration referenced in the grievance procedure of the collective agreement.

(d) Pay Adjustments Resulting from Reclassification

In the event an employee's position is reclassified downwards then the incumbent shall be treated, at the discretion of the Employer, in accordance with one or the other of the two following methods:

- (1) The incumbent shall have their base rate of pay reduced to the recommended new level for the class effective the date of reclassification and at the earliest reasonable opportunity following such reduction be paid a lump sum equivalent to four thousand one hundred and seventy-six (4176) times the hourly difference between the previous base rate and the new reduced base rate for the position. It being understood that any period subsequent to the effective date of reclassification which has already been paid at the higher level shall be deducted from such lump sum owing; or
- (2) The incumbent shall be maintained at the base rate for their previous classification for a period of up to two (2) years from the effective date of the downward reclassification. During this time the Employer shall have the right to place the incumbent in an available position of the same classification as was previously held. If following completion of the two year period the incumbent has not been placed in an available position in their previous classification or competed for and found another position then their base rate of pay shall be reduced to the recommended new level for the class.

(e) Changes in Valuation

The classification and reclassification process shall not be used to seek changes in valuation to existing positions or classes of positions in the collective agreement. Such matters shall be referred and dealt with as part of the next round of collective bargaining unless there is mutual agreement to submit specific disputes to a third party arbitrator.

19. TECHNOLOGICAL CHANGE

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

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

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

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board constituted under Clause 15 of this Agreement, by-passing all other steps in the grievance procedure.

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

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

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

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

## 20. EMPLOYMENT EQUITY

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

## 21. CONDITIONS AND BENEFITS NOT MENTIONED

Any working conditions, holiday benefits, welfare benefits, or other conditions of employment at present in force and recognized by both parties which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect for the duration of this contract.

22. CHANGES AFFECTING THE AGREEMENT

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

23. LIFEGUARDS

The Schedule attached hereto and marked with the letter "F" constitutes the wages and working conditions for all persons employed as lifeguards by the Employer and for whom the Union is the bargaining authority, and the Clauses of this Agreement hereinbefore set forth and other Schedules attached hereto shall not apply to such employees except as may be otherwise provided in Schedule "F".

24. SCHEDULES

The Schedules attached hereto and marked with the letters "A" to "H" shall form part of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused to be affixed to this Agreement their respective seals attested by the signatures of their respective proper officers duly authorized for such purpose.

SIGNED on behalf of the CITY OF VANCOUVER )  
represented by the Board of Parks and Recreation )  
and signed by: )  
)  
)  
)  
)  
)

\_\_\_\_\_  
"S. Mundick"  
General Manager

\_\_\_\_\_  
July 8.09  
Date Signed

SEALED with the Seal of the CANADIAN UNION OF )  
PUBLIC EMPLOYEES, LOCAL NO. 1004 )  
(VANCOUVER CIVIC EMPLOYEES' UNION) and )  
signed by: )  
)  
)  
)  
)  
)

\_\_\_\_\_  
"M. Jackson"  
President

\_\_\_\_\_  
June 24/2009  
Date Signed

\_\_\_\_\_  
"Frank Lee"  
Secretary-Treasurer

\_\_\_\_\_  
June 24, 2009  
Date Signed

APPROVED by Council Resolution on 2003  
November 18.

SCHEDULE "A"CITY OF VANCOUVERRATES OF PAY FOR ALL CLASSES OF POSITIONSCOVERED BY AGREEMENT BETWEEN THEBOARD OF PARKS AND RECREATIONS ANDTHE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1004EFFECTIVE 2003 JANUARY 1 - 2003 DECEMBER 31

<u>Class No.</u>	<u>Class Title</u>	<u>Pay Code</u>	<u>Hourly Rate</u>
700	Apprentices:	550	
	- 1 <sup>st</sup> 6 months* (70% of Trades II rate)		19.19
	- 2 <sup>nd</sup> 6 months* (72.5% of Trades II rate)		19.19
	- 3 <sup>rd</sup> 6 months* (75% of Trades II rate)		19.19
	- 4 <sup>th</sup> 6 months (77.5% of Trades II rate)		19.82
	- 5 <sup>th</sup> 6 months (80% of Trades II rate)		20.46
	- 6 <sup>th</sup> 6 months (82.5% of Trades II rate)		21.10
	- 7 <sup>th</sup> 6 months (85% of Trades II rate)		21.74
	- 8 <sup>th</sup> 6 months (90% of Trades II rate)		23.02

\* The Labourer I pay rate shall constitute the minimum amount payable.

<u>Class No.</u>	<u>Class Title</u>	<u>Pay Code</u>	<u>Hourly Rate</u>
681	(a) Animal Attendant	565	19.59 19.85 20.25
9070	Animal Service Worker	520	17.40
513	Arborist I	680	23.54
	Arborist 1a (Effec. 2003 Nov. 18)		24.27
806	Arborist II	695	25.69
701	Asphalt Raker	575	20.05
721	Automotive Serviceworker	555	19.39

SCHEDULE "A" (cont'd)

<u>Class No.</u>	<u>Class Title</u>	<u>Pay Code</u>	<u>Hourly Rate</u>
2187	Beach Equipment Operator (Effec. 2003 Nov. 18)	615	20.93 21.23
9153	Bike Patroller – Sea Wall	540	19.19
708	Concrete Finisher (Constr.)	605	20.69
707	Concrete Finisher (Maint.)	575	20.05
788	Equipment Maintenance Worker	685	24.27
715	Equipment Operator I	545	20.19
716	Equipment Operator II	605	20.69
717	Equipment Operator III	615	20.93
718	Equipment Operator IV	625	21.23
9001	Equipment Operator IVa	645	22.01
9002	Equipment Operator IVb	650	22.48
719	Equipment Operator V	670	23.28
771	Formsetter I	575	20.05
772	Formsetter II	630	21.38
811	Greenskeeper I	570	19.71
813	Greenskeeper II	680	23.54
730	High Rigger	655	22.59
1376	Irrigation Systems Technician	685	24.27
2006	Irrigation Systems Worker	680	23.54
724	Labourer I	(Start rate) (After 6 mos.) 545	19.19 19.36
725	Labourer II	560	19.48
726	Labourer III	570	19.71

SCHEDULE "A" (cont'd)

<u>Class No.</u>	<u>Class Title</u>	<u>Pay Code</u>	<u>Hourly Rate</u>
1417	Lead Hand Bicycle Patroller	560	19.39
671	Lifeguard I	535	18.93
9003	Lifeguard II	555	19.39
9004	Lifeguard III	595	20.31
9043	Litter Collector	560	19.48
7079	(a) Miniature Railway Conductor	510	13.60 14.15 14.70 15.27 15.90
7080	(a) Miniature Railway Engineer	515	17.18 17.90 18.63 19.38 20.19
683	Paper Picker	525	18.48
676	Park Attendant I	530	18.69
677	Park Attendant II	570	19.71
679	Park Attendant III	605	20.69
680	Playing Field Attendant	615	20.93
616	Security Guard	530	18.69
109	Stores Worker II	570	19.71
1001	Sub-Foreman I (Effec. 2003 Nov. 18)	615	20.93 21.43
1003	Sub-Foreman II (Effec. 2003 Nov. 18)	630	21.38 21.88
1002	Sub-Foreman (Trades)	695	26.19
2161	Supervisor – Train and Farm Yard	690	25.08

## SCHEDULE "A" (cont'd)

Class No.	Class Title	Pay Code	Hourly Rate
755	Trades Helper	570	19.71
757	<u>Trades I:</u>		
	4 – Mechanic	680	23.54
	5 – Blacksmith	680	
9006	6 – Carpenter	680	
9007	8 – Painter	680	
9108	11 – Plumber	680	
9009	12 – Welder	680	
9010	13 – Gardener	680	
9011	15 – Nursery Worker	680	
759	<u>Trades II:</u>		
9172	4 – Mechanic	690	25.58
	5 – Blacksmith	690	
9012	6 – Carpenter	690	
9013	8 – Painter	690	
9014	11 – Plumber	690	
9015	12 – Welder	690	
9016	13 – Gardener	690	
9017	14 – Stonemason	690	
9018	15 – Nursery Worker	690	
9019	16 – Greenhouse Worker	690	
9020	17 – Electrician	690	
800	Tree Pruner I	595	20.31
732	Tree Pruner II	832	21.55
761	Truck Driver I	580	20.05
763	Truck Driver II	600	20.55
762	Truck Driver III	610	20.79
764	Truck Driver (Low Bed Trailer)	624	21.20
775	Utility Worker	570	19.71
	(b) Utility Worker	580	20.21
778	Welder III	697	26.89
9038	Working Foreman (Trades)	697	26.89

SCHEDULE "A" (cont'd)

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EFFECTIVE 2004 JANUARY 1 - 2006 DECEMBER 31

Key: A - 2004 January 01 – 2004 December 31  
 B - 2005 January 01 - 2006 March 31  
 C - 2006 April 01 – 2006 December 31 ♦

Class No.	Class Title	Pay Code	Hourly Rate		
			A	B	C
700	Apprentices:	GR312			
	- 1 <sup>st</sup> 6 months* (70% of Trades II rate)		19.97	20.47	21.08
	- 2 <sup>nd</sup> 6 months* (72.5% of Trades II rate)		19.97	20.47	21.08
	- 3 <sup>rd</sup> 6 months* (75% of Trades II rate)		19.97	20.47	21.08
	- 4 <sup>th</sup> 6 months (77.5% of Trades II rate)		20.62	21.13	21.77
	- 5 <sup>th</sup> 6 months (80% of Trades II rate)		21.28	21.82	22.47
	- 6 <sup>th</sup> 6 months (82.5% of Trades II rate)		21.95	22.50	23.17
	- 7 <sup>th</sup> 6 months (85% of Trades II rate)		22.61	23.18	23.88
	- 8 <sup>th</sup> 6 months (90% of Trades II rate)		23.94	24.54	25.28

\* The Operations Worker II pay rate shall constitute the minimum amount payable.

Class No.	Notes	Class Title	Pay Code	Hourly Rate		
				A	B	C
681	(a)	Animal Attendant	GR325	20.88	21.40	22.04
513		Arborist I	GR360	24.13	24.73	25.47
		Arborist 1a	GR365	24.88	25.50	26.27
806		Arborist II	GR380	27.24	27.92	28.76
701		Asphalt Raker	GR325	20.88	21.40	22.04
2187		Beach Equipment Operator	GR340	21.76	22.30	22.97
9153		Bike Patroller – Sea Wall	GR310	19.97	20.47	21.08
708		Concrete Finisher (Constr.)	GR330	21.21	21.74	22.39
788		Equipment Maintenance Worker	GR370	25.18	25.81	26.58
716		Equipment Operator II	GR330	21.21	21.74	22.39
717		Equipment Operator III	GR335	21.45	21.99	22.65

SCHEDULE "A" (cont'd)

Key: A - 2004 January 01 – 2004 December 31  
 B - 2005 January 01 - 2006 March 31  
 C - 2006 April 01 – 2006 December 31 ♦

Class No.	Notes	Class Title	Pay Code	Hourly Rate		
				A	B	C
718		Equipment Operator IV	GR340	21.76	22.30	22.97
9001		Equipment Operator IVa	GR345	22.56	23.12	23.81
9002		Equipment Operator IVb	GR350	23.04	23.62	24.33
719		Equipment Operator V	GR355	23.59	24.18	24.91
772		Formsetter II	GR340	21.76	22.30	22.97
813		Greenskeeper II	GR360	24.13	24.73	25.47
730		High Rigger	GR350	23.04	23.62	24.33
1376		Irrigation Systems Technician	GR365	24.88	25.50	26.27
2006		Irrigation Systems Worker	GR360	24.13	24.73	25.47
1417		Lead Hand Bicycle Patroller	GR315	20.20	20.71	21.33
671		Lifeguard I	GR315	20.20	20.71	21.33
9003		Lifeguard II	GR325	20.88	21.40	22.04
9004		Lifeguard III	GR340	21.76	22.30	22.97
7079	(a)	Miniature Railway Conductor	GR305	19.16	19.64	20.23
7080	(a)	Miniature Railway Engineer	GR325	20.88	21.40	22.04
	(c)	Operations Worker I	GR305	19.16	19.64	20.23
	(c)	Operations Worker II	GR310	19.97	20.47	21.08
		Operations Worker III	GR315	20.20	20.71	21.33
		Operations Worker IV	GR320	20.55	21.06	21.69
679		Park Attendant III	GR330	21.21	21.74	22.39

SCHEDULE "A" (cont'd)

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Key: A - 2004 January 01 – 2004 December 31  
 B - 2005 January 01 - 2006 March 31  
 C - 2006 April 01 – 2006 December 31 ♦

Class No.	Notes	Class Title	Pay Code	Hourly Rate		
				A	B	C
680		Playing Field Attendant	GR335	21.45	21.99	22.65
1001		Sub-Foreman I	GR345	22.56	23.12	23.81
1003		Sub-Foreman II	GR350	23.04	23.62	24.33
1002		Sub-Foreman (Trades)	GR380	27.24	27.92	28.76
2161		Supervisor – Train and Farm Yard	GR375	26.60	27.27	28.09
757		<u>Trades I:</u>				
		4 – Mechanic	GR360	24.13	24.73	25.47
		5 – Blacksmith	GR360			
9006		6 – Carpenter	GR360			
9007		8 – Painter	GR360			
9108		11 – Plumber	GR360			
9009		12 – Welder	GR360			
9010		13 – Gardener	GR360			
9011		15 – Nursery Worker	GR360			
759		<u>Trades II:</u>				
9172		4 – Mechanic	GR375	26.60	27.27	28.09
		5 – Blacksmith	GR375			
9012		6 – Carpenter	GR375			
9013		8 – Painter	GR375			
9014		11 – Plumber	GR375			
9015		12 – Welder	GR375			
9016		13 – Gardener	GR375			
9017		14 – Stonemason	GR375			
9018		15 – Nursery Worker	GR375			
9019		16 – Greenhouse Worker	GR375			
9020		17 – Electrician	GR375			
800		Tree Pruner I	GR325	20.88	21.40	22.04
732		Tree Pruner II	GR345	22.56	23.12	23.81
761		Truck Driver I	GR320	20.55	21.06	21.69
763		Truck Driver II	GR330	21.21	21.74	22.39

SCHEDULE "A" (cont'd)

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Key: A - 2004 January 01 – 2004 December 31  
 B - 2005 January 01 - 2006 March 31  
 C - 2006 April 01 – 2006 December 31 ♦

Class No.	Notes	Class Title	Pay Code	Hourly Rate		
				A	B	C
762		Truck Driver III	GR335	21.45	21.99	22.65
764		Truck Driver (Low Bed Trailer)	GR340	21.76	22.30	22.97
778		Welder III	GR385	27.92	28.62	29.48
9038		Working Foreman (Trades)	GR385	27.92	28.62	29.48

Notes:

- (a) Six month increments.
- (b) Utility Worker (Beaches and Pools Division) receives fifty cents (50¢) per hour extra from May 16 to September 15 for increased responsibilities. This is not applicable after 2003 December 31.
- (c) Operations Worker I class may be used as an entry/training level class for newly hired Operations Worker IIs during their first 1,200 hours of employment. Upon completing 1,200 hours of employment such employee's rate of pay shall be increased to the Operations Worker II level.

Rate for Emergency Ice Patrol Work

Rate established at \$18.93 per hour effective 2003 January 01, \$20.20 per hour effective 2004 January 01, \$20.71 per hour effective 2005 January 01, and \$21.33 effective 2006 January 01. Employees performing these duties will be paid in accordance with Clause 6.5 of the Agreement.

Grandparented Employee

Pursuant to an agreement between the parties in a letter dated November 23, 2003 from Mike Zora, General Manager, Human Resource Services, to Ken Davidson, President, CUPE 1004, the following employee shall receive the general wage increases provided in the 2003-2006 Memorandum of Agreement and shall not be subject to the downward adjustments of the new pay plan. Future negotiated wage increases shall be based on the employee's protected rates of pay for as long as the employee remains in their current classification.

High Rigger (Pay Code GGR-351)

Protected employee: Ernest Seta

SCHEDULE "A" (cont'd)

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Notes (cont'd)

Hourly rates:	2003 Jan. 01 – 2003 Dec. 31	\$22.59
	2004 Jan. 01 – 2004 Dec. 31	23.15
	2005 Jan. 01 – 2006 Mar. 31	23.73
	2006 Apr. 01 – 2006 Dec. 31	24.44

- ◆ The 2006 April 01 rates represent a three percent (3%) increase over the 2006 March 31 rates and are subject to the following provision taken from the Memorandum of Agreement dated 2003 September 18:

Effective 2006 April 01, all hourly rates of pay which were in effect on 2006 March 31 shall be increased by the greater of:

- (i) three percent (3%). The new hourly rates shall be rounded to the nearest whole cent,

or

- (ii) three percent (3%) plus one-half of the amount by which the Consumer Price Index (CPI all item market basket) for Vancouver, BC exceeds three percent for the 12 month period ending on 2006 February 28. This calculation will be made by comparing the difference of the CPI value for February 2006 over February 2005. The CPI calculation will be taken to the second decimal place following arithmetical rules of rounding. The new hourly wage rates calculated from the aforementioned shall be rounded to the nearest whole cent.

## SCHEDULE "B"

This is Schedule "B" referred to in  
Clause 6.2(b) and 24 of this Agreement

### CREWS REQUIRED TO WORK OTHER THAN NORMAL WORK WEEK

#### GENERAL

Except as otherwise provided herein, employees covered under this Schedule "B" shall be governed by the following provisions:

- ◆ Employees shall be entitled to an unpaid one-half (½) hour lunch break.
- ◆ Employees shall work five (5) days with two (2) consecutive days off except when required to change work weeks.
- ◆ Employees shall be provided with a minimum of twelve (12) hours' notice of a change in start time and a minimum of forty-eight (48) hours' notice of a change in shifts (e.g. days to nights) or a change in work weeks.

#### NON-STANDARD WORK WEEKS AND HOURS - 7 DAY OPERATIONS

##### 1. Security Guards

Security Guards at Bloedel Conservatory, Van Dusen Gardens, Stanley Park Zoo and the Burrard and Heather Marinas may work five (5) days per week on shifts as follows:

Days	eight (8) hours' work between 7 a.m. and 5 p.m.
Afternoons	eight (8) hours' work between 3 p.m. and 1 a.m.
Nights	eight (8) hours' work between 11 p.m. and 9 a.m.

The eight (8) hour shift includes a paid straight-time lunch break during which time the employee shall remain on duty.

##### 2. Zoo Employees

Zoo Employees may work five (5) days per week on rotating shifts as follows:

Days	eight (8) hours' work between 7 a.m. and 5 p.m.
Afternoons	eight (8) hours' work between 3 p.m. and 1 a.m.
Nights	eight (8) hours' work between 11 p.m. and 9 a.m.

##### 3. Public Convenience Cleaners

Public Convenience Cleaners may work an eight (8) hour shift between the hours of 7 a.m. and 10 p.m. on five (5) days per week during April 01 to September 30 inclusive.

SCHEDULE "B" (cont'd)

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4. Park Scavenging, Sanitation and Clean-up

Park Scavenging, Sanitation and Clean-up employees may work five (5) days per week on shifts as follows:

Days	eight (8) hours' work between 5 a.m. and 3 p.m.
Afternoons	eight (8) hours' work between 1 p.m. and 11 p.m.
Nights	eight (8) hours' work between 9 p.m. and 7 a.m.

5. Sunset Nursery

One or two employees may work an eight (8) hour shift between the hours of 7 a.m. and 5 p.m. on five (5) days per week during March 01 to November 30 inclusive.

6. Sweeper Operators

Employees may work an eight (8) hour shift between the hours of 6 a.m. and 5 p.m. on five (5) days per week.

7. Bloedel Conservatory and Van Dusen Gardens

One or two employees at each location may work an eight (8) hour shift between the hours of 7 a.m. and 5 p.m. on five (5) days per week.

8. Golf Courses

Employees performing irrigation duties may work an eight (8) hour shift between the hours of 7 p.m. and 5 a.m. on five (5) days per week during April 01 to September 30 inclusive.

One or two employees at each golf course may work an eight (8) hour shift between the hours of 5 a.m. and 3 p.m. on five (5) days per week.

NON-STANDARD HOURS - MONDAY TO FRIDAY1. Beach Maintenance

Shifts may start as early as 5 a.m. during April 01 to September 30 inclusive.

2. Service Yards--Equipment Fueling

Shifts may start between the hours of 1 p.m. and 3 p.m.

3. Tree Watering

Day Shift may start as early as 5 a.m.

SCHEDULE "B" (cont'd)

Afternoon Shift may start between the hours of 1:30 p.m. and 5:00 p.m.

4. Traffic Line and Parking Lot Painting

Shifts may start as early as 5 a.m. during April 01 to September 30 inclusive.

5. Outdoor Pool/Interior Painting

Day Shift may start as early as 5 a.m.

6. Seawall Maintenance

Shifts may start between the hours of 4 a.m. and 10 a.m. depending upon tides between March 01 and September 30 inclusive. Between October 01 and February 29 inclusive, shifts may be any eight (8) hours between 9:00 p.m. and 7:00 a.m.

7. Integrated Pest Management

Shifts may start as early as 5 a.m.

8. Arterial Roads - Horticultural Maintenance

Shifts may start as early as 5 a.m.

9. Saw Filer

Shifts may start as early as 6 a.m.

10. Golf Courses

Day Shift may start as early as 5 a.m.

Afternoon irrigation shift may start between the hours of 7 p.m. and 9 p.m. during April 01 to September 30 inclusive.

11. Gardeners

Effective 2003 November 18, shifts may start as early as 6 a.m. during April 01 to September 30 inclusive.

SCHEDULE "C"SUPPLEMENTARY VACATIONS: EXPLANATION OF THE TABLE

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

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

Example:

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

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

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

Year Hired	ENTITLEMENT YEAR									
	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
2009	--	--	--	--	--	--	--	--	--	15/-
2008	--	--	--	--	--	--	--	--	15/-	15/-
2007	--	--	--	--	--	--	--	15/-	15/-	15/-
2006	--	--	--	--	--	--	15/-	15/-	15/-	15/-
2005	--	--	--	--	--	15/-	15/-	15/-	15/-	15/-
2004	--	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-
2003	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-
2002	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-
2001	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-
2000	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5
1999	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-
1998	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-
1997	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-
1996	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-
1995	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5
1994	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-
1993	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-
1992	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-
1991	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-
1990	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5
1989	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-
1988	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-
1987	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-
1986	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-
1985	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5
1984	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-
1983	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-
1982	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-
1981	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1980	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1979	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1978	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1977	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1976	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1975	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1974	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1973	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1972	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1971	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1970	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5

SCHEDULE "D"

This is Schedule "D" referred to in  
Clause 24 of this Agreement

PART I1977 NEGOTIATIONS

The Employer and the Union agree as follows:

The following are items 21 and 24 of the Memorandum of Agreement dated June 14, 1977, and entered into between the bargaining representatives of the Employer et al and the bargaining representatives of the Union et al:

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

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

AGREEMENTS RESULTING FROM LOCAL NEGOTIATIONSIceman-Janitors

- (a) The Employer agrees that Iceman-Janitors who are employed in that capacity for the winter months (approximately September through March) and who are regularly required to perform related duties usually considered to fall under the jurisdiction of the Union during the summer months (approximately April through August) shall be considered as permanent, full-time employees. Their terms of employment shall be as follows:
- (i) During the winter months, they shall be paid the Iceman-Janitor rate, work a thirty-seven and one-half (37½) hour week and receive the benefits provided under the Collective Agreement between the Employer and the Vancouver Municipal and Regional Employees' Union (hereinafter referred to as the "V.M.R.E.U.").

- (ii) During the summer months, they shall continue to receive the benefits provided under said Collective Agreement, but shall work a forty (40) hour week. Their salary shall consist of the appropriate hourly rate provided for under the Collective Agreement between the Employer and the Union, converted to a monthly basis.
- (b) Regular monthly Union dues shall continue to be remitted to the V.M.R.E.U. by payroll deduction during the summer months. The V.M.R.E.U. shall undertake to remit such dues to the Union on a basis to be mutually agreed between the Union and the V.M.R.E.U.
- (c) The Union acknowledges the right of the Employer to hire Iceman-Janitors on a temporary basis, only for a portion of the year, and agrees that the Employer is under no obligation to provide permanent full-time employment to such temporary employees if their services are not required for the balance of the year.
- (d) The duties, responsibilities and rate of pay for Iceman-Janitors shall be referred to normal classification procedures and the content of any revised Class Specification shall be subject to review both by the Union and by the V.M.R.E.U.

APPENDIX "A"

This is the Appendix referred to in  
Section 21 of Schedule "D", Part I

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

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

1. Basic annual working hours shall be calculated as  $260.89 \times$  daily working hours as per the 5-day week; e.g.,  $260.89 \times 7 = 1826\frac{1}{4}$ , or  $260.89 \times 7.5 = 1956.675$ .
2. Basic annual public holiday hours shall be calculated as  $11 \times$  daily hours as per the 5-day week; e.g.,  $11 \times 7 = 77$ , or  $11 \times 7.5 = 82.5$ .
3. Account shall be taken of the difference in basic annual rest period allowances; e.g.,  $52.178 \text{ weeks} \times 5 \text{ days} \times 20 \text{ minutes} (= 86.96 \text{ hours})$  in the case of the standard 5-day week;  $52.178 \times 4 \times 20 \text{ minutes} (= 69.57 \text{ hours})$  in the case of the 4-day week; and  $52.178 \times 4.5 \times 20 \text{ minutes} (= 78.27 \text{ hours})$  in the case of the 9-day fortnight.
4. Employees shall have at least two of their days off in any week consecutive, and such days off shall for purposes of Overtime pay be deemed to be the "first scheduled rest day" and the "second scheduled rest day". Pay for any work on the third day off in any week shall be in accordance with normal daily overtime rates.
5. For the purposes of Overtime pay on scheduled working days, normal daily working hours and the normal work week shall be considered to be those lengths of time established by the parties pursuant to paragraph 8 herein.
6. Annual Vacation entitlement and all credits for Deferred Vacation, Supplementary Vacation, Sick Leave benefits and Gratuity benefits shall be converted from working days to working hours by multiplying the number of days to an employee's credit by the daily working hours as per the previous 5-day week. All deductions or debits shall be made on the basis that each working day of absence shall be measured as the length of time established by the parties pursuant to paragraph 8 herein.
7. Notwithstanding any clause in a collective agreement to the contrary, an employee shall not receive pay for acting senior capacity where they have been temporarily required to accept the responsibilities and carry out the duties of a senior position because of the absence of the incumbent of that senior position due to the compressed work week.

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

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

- (a) Revert to a standard 5-day week in any week when a public holiday occurs;
  - (b) Change days off during any week when a public holiday occurs in order that each employee will work on four (4) days in every week of the year with the sole exception being when Christmas Day and Boxing Day are observed in the same week in which case each employee will work three (3) days in that week and five (5) days in the immediately preceding week.
  - (c) Have a compressed work day off with pay for each public holiday, and owe the Employer the difference in hours between the length of the compressed work days and the length of the employee's former standard work day.
9. Whenever any doubt arises as to how the fringe benefit conversion should be made with respect to any item (whether or not covered by this Appendix "A"), the doubt shall be resolved by reference to the basic principle agreed upon by all parties to this Memorandum, i.e., there shall be no additional salary or benefit cost to the Employer, and no reduction in the salaries or benefits received by the employees.

SCHEDULE "D"

PART II

1991-1993 NEGOTIATIONS

1. Employment Equity Committee

The Employer, the VMREU and CUPE 1004 agree to establish a committee to review matters related to Employment Equity including the review of specific classes which are under-represented by women, visible minorities, First Nations people, and persons with disabilities.

2. Rehabilitation Committee

The Vancouver Parks Board, City of Vancouver, CUPE 1004, and the VMREU agree to establish a committee during the term of the Agreement with the purpose of:

- (a) identifying positions which may be used by employees who are medically unfit to perform their job who may be retrained and/or are returning from Disability benefits or WCB;
- (b) to work out a process for placing such workers in identified positions;
- (c) to determine how the objectives of the Committee may be met with respect to seniority, postings, and crossing of jurisdictional boundary issues; and
- (d) to ensure employees who are in receipt of disability benefits who are medically fit to participate in suitable rehabilitation opportunities, either graduated return to work or other rehabilitation activities, are encouraged to participate in such programs.

In this regard, the Parks Board is prepared to commit three (3) Paper Picker positions as they become vacant to be designated for alternate employment.

This committee may be disbanded by any of the participants at the expiry of ninety (90) days' written notice to the other participants.

SCHEDULE "D"PART III2003-2006 NEGOTIATIONS1. Apprenticeship Committee

The Employer and the Union agree to establish an Apprenticeship Committee consisting of not more than three (3) representatives of the Union and three (3) representatives of the Employer. The Committee shall review and discuss the issue of expanding and amending the current apprenticeship program. The Committee shall report its findings and any agreed upon recommendations by 2004 July 31 to their respective principals. Such recommendations, if approved, may be implemented by mutual agreement of the parties.

2. Dirty Pay Premium

The Employers and the Union agree to establish a Joint City and Parks Committee consisting of not more than three (3) representatives of the Union and three (3) representatives of the Employers to discuss the issue of expanding the application of dirty pay premiums. The Committee shall report its findings and any agreed upon recommendations to their principals within six (6) months of 2003 November 18. Such recommendations, if approved, may be implemented by mutual agreement of the parties.

3. Council Report Re: Light Duty and Employee Disability

The Union and Employers agree to continue the work of the Joint Committee established to address a number of issues and improvements with respect to disability management, plan usage and the availability of light duty work. The intent of the parties is to prepare a business case for the approval of City Council that will include the following items, principles and improvements to be jointly recommended by the parties:

- The City shall establish a disability management section within the HR business unit in order to facilitate the processing of bona fide non-occupational illness and injury claims. The section will provide assistance to employees and managers and attempt to ensure that claims are processed in an expeditious fashion.
- As part of the business case presented to Council, the City and Park Board will seek to have funding approved to create new light duty positions and to improve the availability of light duty work that can be used for employee rehabilitation, temporary light duty assignments and employee accommodation.
- A new section will be created within the Sanitation Branch of Engineering which will be dedicated to coordinating the placement of employees in light duty assignments that are not available in the employee's own Branch operation. The Park Board will undertake to establish a similar process within the Parks operation.

- Examining methods to try and ensure income continuance during the adjudication period associated with disability claims providing there is an agreed upon method to recover the amount advanced if a claim is denied.
- A series of improvements will be made to the STD/MTD and LTD plan documents in order to create a number of incentives for those employees participating in rehabilitation programs. Such incentives shall include:
  - \* Protecting an employee's pre-disability rate of pay for work performed during a rehabilitation program,
  - \* Not charging an employee's MTD and/or LTD coverage with time spent working as part of a graduated return to work program, transitional duties or temporary alternate work assignments,
  - \* Protecting an employee's pre-disability rate of pay for a period of time following rehabilitation if they are permanently unable to return to their own occupation,
  - \* Improving an employee's ability to access the balance of their MTD or LTD coverage in the event of a new illness/injury.
- Including participation in rehabilitation as a required feature of the MTD/LTD documents in accordance with Employment Insurance guidelines in order to protect the existing EI reductions used to offset the cost of the plans.
- The City absorbing more of the costs of the medical documentation following acceptance of a claim that may be required as part of the disability claims management process, and
- Incorporating much of the language and features previously agreed to between the parties as part of the sick leave trial letter of understanding.

The parties further agree to amend the plan documents and the collective agreement as required in order to support and implement the business plan as approved by City Council.

The Employers and Union have also agreed to establish a committee to monitor the disability management process during the term of the agreement.

#### 4. Transitional Employment Programs

Within three (3) months of 2003 November 18, the Employers and the Union agree to discuss opportunities and a mechanism for providing transitional employment opportunities for disadvantaged members of the community who require additional support to become job ready.

5. Parking

Vancouver City Council has requested a staff report on implementation of a paid parking system for City Employees at all city work sites. The Employer agrees to discuss this issue with the Union in advance of reporting to Council and/or the Park Board to identify the issues and impacts on CUPE 1004 members.

SCHEDULE "E"

This is Schedule "E" referred to in  
Clause 24 of this Agreement

LETTER OF UNDERSTANDING

between

THE CITY OF VANCOUVER PARKS BOARD  
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1004  
(hereinafter called "the Union")

EQUIPMENT OPERATOR POOL PROCEDURES

The Employer and the Union agree that the Mobile Equipment Operators' Pool shall operate on the following basis:

1. A committee, composed of three (3) Union appointees and three (3) appointees by the General Manager, Board of Parks and Recreation, shall resolve issues pertaining to the Equipment Operators' Pool.
2. The committee shall hold a regular meeting in the last two weeks of February, on a date, and at a time convenient to committee members. In addition, for the year 1992 a second meeting of the committee shall be held in the last two weeks of September. The Fall meeting will be held in future years if the committee members find the second meeting to be of value.
3. If a posted Operator's piece of equipment is out of service, the Operator may bump the most junior non-posted Operator in an equipment type of the employee's choice in the pool for which the posted Operator is qualified. (Bumping may only occur laterally or downward.)
4. The Operator positions not posted will be filled as follows:
  - (a) Employees who do not have posted positions will be given the opportunity at the beginning of the year to apply to operate or to apply to qualify to operate equipment in the category (class) of their preference.
  - (b) Once the assignments have been made, the Operators will remain on the equipment they have been assigned from April 01 to September 30, inclusive, or such earlier date that the equipment is no longer in use. Any equipment that is assigned as a result of a Fall meeting of the committee shall be operated by the

assigned Operator for the period of operation between October 01 and March 31, inclusive.

- (c) From October 01 to March 31, all Operators without regular full-time postings will be placed on a Spare Board in order of seniority, in accordance with (f) below, at their work location as defined in Appendix A and will be assigned equipment or trucks as they become available for service.
- (d) When assigned pool equipment is out of service, the assigned Operator will be placed on the Spare Board in the Operator's work location as defined in Appendix A, in order of seniority or qualification date as established under (f) below. Operators regularly posted to equipment will not be on the Spare Board for pool equipment.

If trucks or equipment are not available, the employees will be given other work as Labourers or other available classifications as determined by the Supervisor. These employees will retain their Operator rates of pay for a period of ten (10) working days pursuant to Clause 9.6.

Spare lists for all equipment by equipment type and by qualification date of employees will be maintained.

- (e) The Operators on the Spare Board may be assigned equipment or trucks which they are qualified to operate at their work location which are without Operators due to short term absences (i.e., illness, vacation, etc.) by seniority as established under (f) below.
  - (i) Where approved leave of more than one (1) day is pre-scheduled and advance notice of at least five (5) days has been provided, the Parks Board shall fill the vacancy for the period of the absence from the work location.
  - (ii) Absences that are unscheduled may be filled from the specific work site for the first five (5) days and then will be filled from the work location as per Appendix A.
- (f) During 1992 and 1993, newly trained Operators will be assigned a qualification date for each type of equipment as they become trained. Current Operators' qualifications dates will be their seniority dates. The use of the qualification dates will be reviewed every six (6) months beginning in January 1994 and is cancelable with ninety (90) days' notice or by mutual consent.
- (g) Where equipment is hired without an operator to replace equipment that is out of service, the Operator whose equipment has been replaced will operate the hired equipment.

Where equipment is hired without an operator to augment the existing fleet or equipment in the pool, the senior qualified Operator on the Spare Board will be assigned to the equipment.

- (h) The Trucks and Chippers and the Boom Trucks and Chippers used in Arboriculture will not be part of the Equipment Operator Pool.
- 5. The Equipment Operator Pool Committee may recommend to the General Manager specific pieces of equipment that the Committee believes should be posted on a year-round basis.
- 6. Training

Equipment Operators can apply to be trained to operate other types of equipment in their classification or in a higher classification. This request shall be submitted at the beginning of each year when the application for equipment operating qualification is submitted (as per item 4(a)). The General Manager will then select the candidates for training each year on the same basis as is laid out in the Promotion clause.

During each of the years 1992 and 1993 the City of Vancouver's Engineering Department will train five (5) Truck Drivers. In addition, the Parks Board will investigate the possibility of the City of Vancouver providing checkout rides for current Truck Drivers.

This Letter shall remain in full force and effect until 1993 December 31 and shall continue thereafter until the expiry of ninety (90) days' written notice provided by either the Union or the Employer wishing to cancel the Letter.

SCHEDULE "E" (cont'd)

Page 4

Signed this 11th day of March, 1992.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

"Marilyn Clark"  
\_\_\_\_\_"P. Wilson"  
\_\_\_\_\_"Eileen B. Stewart"  
\_\_\_\_\_"Neil M. Bradbury"  
\_\_\_\_\_"Tom Timm"  
\_\_\_\_\_"C. Credico"  
\_\_\_\_\_APPENDIX "A"WORK LOCATIONS:WORK SITES:

- A     Sunset Service Yard  
        Jericho Service Yard  
        Stanley Park Service Yard  
        Evans Service Yard (proposed)  
        Queen Elizabeth Service Centre
- B     VanDusen Gardens Service Centre
- C     Langara Golf Course Service Centre  
        Fraserview Golf Course Service Centre  
        McCleery Golf Course Service Centre

- Sunset Service Yard  
 Jericho Service Yard  
 Stanley Park Service Yard  
 Evans Service Yard (proposed)  
 Queen Elizabeth Service Centre  
 VanDusen Gardens Service Centre  
 Langara Golf Course Service Centre  
 Fraserview Golf Course Service Centre  
 McCleery Golf Course Service Centre

SCHEDULE "F"

This is Schedule "F" referred to in  
Clause 24 of this Agreement

LIFEGUARDS

The provisions of this Schedule shall constitute the wages and working conditions for all persons employed as Lifeguards by the Employer and for whom the Union is the bargaining authority.

1. The provisions of this Schedule shall remain in effect during the term set forth in Clause 1 of the Agreement between the Employer and the Union of which this Schedule forms part.
2. All present employees who are now members of the Union shall remain members of the Union. All persons employed on or after 12 April, 1974, shall apply to the Union to become members thereof by the pay period immediately following completion of thirty (30) calendar days of employment. All present employees who are now members of the Union and those employees who subsequently become members of the Union shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union nor shall any employee be deprived of employment by reason of the refusal of the Union to admit such employee to membership in the Union.

All employees covered by the Union Certificate of Bargaining Authority shall pay to the Union an amount equal to the Union's dues, such payment to be made by payroll deduction, provided membership in the Union remains on a voluntary basis and is not a condition of employment. This deduction shall become effective on the first day of the pay cycle coincident with or next following the date of appointment, but the deduction shall be made only if the employee is still in the employ of the Employer on the final day of the first pay period in that pay cycle. Deductions shall be made in respect of all subsequent pay periods provided an employee works any part of the pay period. These arrangements shall remain in effect for so long as this Union remains the recognized bargaining authority.

For the purposes of this Clause 2, each pay cycle shall consist of twenty (20) consecutive working days and the first of such pay cycles shall have the same commencement date as that set forth in Clause 3 of the Agreement between the Employer and the Union of which this Schedule forms part.

3. The scale of remuneration for lifeguards set out in Schedule "A" shall apply during the currency hereof.
4. (a) Effective 2003 November 18, all Lifeguards who worked a minimum of sixty (60) hours in the preceding year and whose service was satisfactory will be given first

opportunity for employment by the Employer as Lifeguards in the following calendar year.

- (b) Any Lifeguard not given first opportunity for re-employment as aforesaid shall be given the right to have the matter settled pursuant to the grievance procedure set forth in Clause 16 hereof.
  - (c) For the purposes of this Schedule a full-time Lifeguard means a person who is employed by the Employer as a Lifeguard and is guaranteed a minimum of forty (40) hours each week under the provisions of Clause 7 hereof.
5. The Employer agrees to employ for the minimum number of hours provided in Clause 7 hereof, and on the terms and conditions set forth in this Schedule, not less than a total of twenty-three (23) full-time Lifeguards during the period from Victoria Day to Labour Day (both days inclusive) in each year of the term hereof, save and except that during the months of July and August in each year of the term hereof, the number of full-time Lifeguards so employed by the Employer shall be not less than a total of forty (40) including the said twenty-three (23) full-time Lifeguards. Effective 2003 November 18, The total of forty (40) shall be decreased by two (2) for each CUPE 1004 jurisdiction outdoor pool closed. Should any new outdoor pools within the CUPE 1004 jurisdiction be opened in the future the number of full-time lifeguards shall be increased by 2 for each new pool; however, at no time shall the total number of full-time lifeguards exceed forty (40) or be less than thirty (30).
6. The Employer agrees that:
- (a) A full-time Lifeguard who is qualified for and holds a current Industrial First Aid Certificate shall be paid in accordance with 6(b) below. These additional amounts shall be payable,
    - (i) during the months of May, June, July and August only of any year to those twenty-three (23) or more Lifeguards who qualify therefor and are actually employed during such months in accordance with Clause 5 hereof and
    - (ii) during the months of July and August only in any year to those seventeen (17) or more Lifeguards who qualify therefor and are actually employed during such months in accordance with Clause 5 hereof. Effective 2003 November 18, the seventeen (17) shall be decreased by two (2) for each CUPE 1004 jurisdiction outdoor pool closed. Should any new outdoor pools within the CUPE 1004 jurisdiction be opened in the future the number shall be increased by 2 for each new pool; however, at no time shall the number exceed seventeen (17) or be less than seven (7).
  - (b) Employees who are required by the Employer to perform first aid duties in addition to their normal duties and who hold a valid Workers' Compensation Board Occupational Health and Safety First Aid Certificate shall be paid a premium in accordance with the certificate required by the Employer as follows:

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

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

- (c) A full-time Lifeguard who is qualified for and holds a current Industrial First Aid Certificate shall be reimbursed as hereinafter provided, for the costs incurred by the Lifeguard in obtaining such certificate or renewal thereof. For the purposes of reimbursement under this Clause 6(b) the word "costs" means and is limited to the cost of tuition, books and examination fees. Reimbursement shall be made at the end of the summer season only to those Lifeguards who:
- (i) complete the season, and
  - (ii) incur the costs prior to September in the calendar year next following the date hereof or subsequent to August in the calendar year immediately preceding the date hereof, and
  - (iii) provide proof of the costs in the form of authorized receipts.
7. The Employer undertakes to provide:
- (a) four (4) hours of work to each employee called to work during the terms hereof; and
  - (b) a minimum of forty (40) hours of work each week for each full-time Lifeguard during the period of employment by the Park Board pursuant to the provisions of Clause 5 hereof.
8. In the opinion of the General Manager, if at any time a full-time Lifeguard is not required for full-time Lifeguard duties, then in order to provide a minimum of forty (40) hours of work each week for such full-time Lifeguard in accordance with the provisions of Clause 7 hereof, the General Manager may direct such full-time Lifeguard to perform duties as a labourer for the Employer at the Lifeguard's hourly rate of pay provided herein.
9. Effective 2003 November 18:
- (a) Normal daily and weekly hours shall be deemed to be eight (8) and forty (40) respectively for all Lifeguards.
  - (b) Employees shall be permitted to work up to eight (8) hours per day and up to forty (40) hours per week at their regular rates of pay.
  - (c) Overtime rates will be paid on the following basis:

- (i) time and one-half (1.5X) the regular rate of pay for the first four (4) hours of overtime worked in excess of eight (8) hours in a day and double (2X) the regular rate of pay for all overtime in excess of the first four (4) hours of overtime in a day;
  - (ii) where an employee has not worked 40 straight time hours on five (5) days during the week, the employee may work on the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) day of work in that week at straight time pay until such time as the employee has worked 40 straight time hours and thereafter the employee shall be paid at double (2X) the regular rate of pay for all overtime hours worked;
  - (iii) where an employee has worked 40 straight time hours on five (5) days during the week, the employee shall be paid double (2X) the regular rate of pay for all hours worked on the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) day of work in that week.
- (d) A public holiday will be treated as a normal working day for all Lifeguards. 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.
10. Effective 2003 November 18:
- (a) All Lifeguards shall be entitled to twelve percent (12%) of their regular earnings in lieu of all benefits. Upon actually working twelve hundred (1200) hours in two (2) consecutive calendar years, such Lifeguards shall have their pay in lieu of all benefits increased to sixteen percent (16%) of their regular earnings. Such premium payments shall be considered in lieu of all employee benefits, including those providing for time off with pay. Lifeguards shall not receive such percentage in lieu of benefits when on any unpaid leave of absence.
  - (b) Notwithstanding paragraph (a) above, all full-time Lifeguards who have completed not less than 500 hours of work at straight time with the Employer shall be entitled to apply for compassionate leave under the provisions of Clause 9.14 of the Agreement between the Employer and the Union of which this Schedule forms part, notwithstanding that such Clause provides that compassionate leave shall not be granted during the first six (6) months of service.
  - (c) No other benefits shall be provided to Lifeguards unless expressly stated elsewhere in this Schedule.

SCHEDULE "F" (cont'd)

## 11. Effective 2003 November 18:

In making promotions, the skills, knowledge and ability of the employees concerned shall be the primary consideration, and where such qualifications are considered equal the senior qualified applicant shall receive the promotion.

An employee shall give one week's notice of the intention to resign.

## 12. Effective 2003 November 18:

All new Lifeguards shall be placed in a probationary capacity until the completion of sixty (60) hours. A probationary Lifeguard's suitability for continued employment will be decided on the basis of factors such as:

- (i) the quality of work,
- (ii) conduct,
- (iii) capacity to work harmoniously with others,
- (iv) ability to meet standards set by the Employer.

On promotion, the employee shall serve a two hundred and forty (240) hour trial period in the new position before being confirmed in the appointment. If the appointment is not confirmed, that employee shall revert to the previous position held.

## 13. The Employer reserves the right to discharge any employee for any of the following reasons: drunkenness, dishonesty, incompetency, absence without leave, drinking intoxicating liquors while on duty, or general inattention to duty.

## 14. When laying off an employee, the last hired shall be the first laid off; in the case of an employee who is laid off due to lack of work, the Employer agrees to give such employee preference in rehiring. An employee shall not be considered a new employee in restarting. Employees being laid off under this Clause shall leave an address with the Employer. Reasonable notice of resumption of work shall be given by the Employer to the employees by mailing notice to the address given to the Employer by the employee or by personal contact.

## 15. It is agreed between the Employer and the Union that Lifeguards who are employed on ice patrol duties shall be subject to the working conditions contained herein and shall be entitled to all of the wages and benefits herein that Lifeguards are normally entitled to while on duty at swimming pools or on beaches.

## 16. Any acknowledged existing rights, privileges and responsibilities not specifically stated in this Schedule shall become and remain effective during the term hereof.

GRIEVANCE PROCEDURE

## 17. During the term hereof, any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application, operation, or any alleged

violation of the terms of this Schedule, including any question as to whether any matter is arbitrable, or any other dispute as defined in the Labour Code shall, without stoppage of work, be the subject of collective bargaining between the Union and the Employer and shall be finally and conclusively settled under and by the following procedure:

#### Step 1

The aggrieved person or the Job Steward or the Union shall, in the first instance, give full particulars of a grievance in writing to the Foreman or Supervisor. This first step of the grievance procedure shall be exercised by the aggrieved person within ten (10) working days of the occurrence of the incident being grieved or disputed, it being understood, however, that a grievance may be filed by the Job Steward or the Union within ten (10) working days of their becoming aware of the occurrence.

#### Step 2

If the alleged grievance is not settled within five (5) working days of being referred to the Foreman or Supervisor, or any extended time that may be agreed upon, or if the Supervisor says the matter is beyond the Supervisor's authority, the Employer or the Union may, within five (5) working days, refer the matter to the General Manager.

#### Step 3

Any dispute between the Employer and the Union which is beyond the jurisdiction of any one Supervisor may be submitted by the Employer or the Union directly to the General Manager.

#### Arbitration

If the grievance is not settled within five (5) working days of being referred to the General Manager, or any extended time that may be agreed upon, it may, within five (5) working days, be submitted by the Employer or the Union to a Board of Arbitration and the grievance shall be finally and conclusively settled without stoppage of work, by arbitration. The Board of Arbitration shall consist of three (3) persons, one to be chosen by the Employer and one to be chosen by the Union, and the third, who shall be chair, to be selected by the two so appointed, and if they are unable to agree upon or otherwise fail to appoint such third arbitrator, the Minister of Labour shall be requested to appoint such chair and otherwise the provisions of the Industrial Relations Act shall apply. The decision of the Arbitration Board shall be final and binding upon both the Employer and the Union. The Employer and the Union shall bear the fees and expenses of the arbitrators respectively appointed by them and shall pay one-half the fees and expenses of the chair.

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

SCHEDULE "G"

This is Schedule "G" referred to in  
Clause 24 of this Agreement

APPRENTICE GARDENERS - TERMS AND CONDITIONS

1. Apprentices may be indentured under the provisions of the Apprenticeship Act of the Province of British Columbia in the horticultural area of the Park Board.
2. All vacancies for apprentice positions shall be posted for a minimum of one week in the Park Board.
3. Apprentices shall be required to successfully complete a six month probation period as an apprentice. Upon successful completion of the probation period, an apprentice shall be credited with six months of apprenticeship service.
4. Apprentices who were employed in the Park Board at the time of their acceptance as apprentices and who had seniority shall be entitled to exercise such seniority for recall purposes to that Branch, and shall be entitled to all benefits connected therewith in the event that:
  - (i) they fail to complete the probationary period as an apprentice, or
  - (ii) they fail to fulfill the terms of their apprenticeship contract.
5. Apprentices shall be paid the rates of pay set out in Schedule "A" for the level attained from time to time under their contract of apprenticeship.
6. Apprentices who have served time as an apprentice with a former Employer may be placed at a level consistent with their practical experience and theoretical knowledge, subject to the approval of the Apprenticeship Branch, Ministry of Labour for the Province of British Columbia. It is understood that time served with the former Employer shall not be considered in the calculation of seniority.
7. Apprentices who are employed in the Park Board shall be paid the difference between their regular rate of pay and the allowances granted by Labour Canada and Employment and Immigration Canada while they are attending courses set by a training authority acceptable to the General Manager during each year of their apprenticeships. The payment shall be made for only one course of apprenticeship completion and certification. No payment shall be made to an apprentice for repetition of a course occasioned by failure to pass an examination.
8. Any apprentice failing an examination acceptable to the General Manager or the Apprenticeship Branch shall be permitted to repeat the examination once only at the next available examination period, if the employee's Supervisor considers the apprentice's in-house performance adequate. In the event that the apprentice fails the examination a second time, the "apprenticeship" shall be terminated.

9. This Schedule and the contracts of apprenticeship entered into pursuant to this Schedule shall be governed by the provisions of the Apprenticeship Act.
10. Every journeyman taken on staff shall be required to have a British Columbia Certificate of Qualification and a British Columbia Certificate of Apprenticeship or either certificate in the designated trade as required by the Act.
11. Every apprentice who has obtained a certificate of proficiency or a certificate of apprenticeship in a designated trade under the Act and for whom no journeyman's position is immediately open in the Branch, shall subject to availability of work, be retained on staff in the branch for a maximum of six (6) months at the final step of the appropriate apprentice pay scale as provided in the apprentice's contract of apprenticeship; and after expiration of the said six (6) month period, the Park Board shall have no obligation to continue the apprentice's employment.
12. Upon obtaining a "Certificate of Proficiency" or a "Certificate of Apprenticeship", an apprentice shall be credited with seniority in the journeyman classification equal to the time served with the Park Board as an apprentice in that trade.
13. (i) No provision of this Schedule shall infringe upon or limit the Park Board's right to hire, discharge or layoff employees.
- (ii) For the purposes of layoff under Section 14.1 of the Collective Agreement between the Park Board and the Union:
- Apprentices and journeymen shall be separate as to classification and seniority.
- For purposes of layoff in the apprenticeship program, seniority shall be based upon the total length of time served as an apprentice in the apprenticeship program.
- For purposes of bumping, seniority shall be based on the total length of branch seniority including the time spent as an apprentice.
14. Every apprentice shall be bound by all the provisions of the Collective Agreement between the Park Board and the Union prevailing from time to time, provided however that:
- (i) where the provisions of the Collective Agreement between the Park Board and the Union are inconsistent with the provisions of the apprentice's contract of apprenticeship and/or the provisions of this Schedule, then the provisions of the apprenticeship contract and/or this Schedule shall supersede the provisions of the Collective Agreement to the extent of such inconsistency;
- (ii) this Schedule and the contracts of apprenticeship entered into pursuant to this Schedule shall be governed by the provisions of the Apprenticeship Act.

15. Where an apprentice is absent from work by reason of sickness or injury, the term of such apprentice's contract shall be extended accordingly, PROVIDED THAT such extension shall not exceed six (6) months in duration without the approval of the General Manager.
16. Every journeyman taken on staff shall be required to have a British Columbia Certificate of Qualification and a British Columbia Certificate of Apprenticeship or either certificate in the designated trade as required by the Act.

SCHEDULE "H"

This is Schedule "H" referred to in  
Clause 24 of this Agreement

BENEFITS AND WORKING CONDITIONS FOR  
TEMPORARY FULL-TIME, AUXILIARY AND REGULAR PART-TIME EMPLOYEES

Effective 2003 November 18:

1. Seniority Pool

Access to the Seniority Pool for Temporary Full-Time, Auxiliary and Regular Part-Time Employees shall enable such employees to use their accumulated seniority for the purposes of:

- (a) gaining access, in order of seniority, to the first available opportunities for regular full-time work in the classes of Labourer I or Labourer II (or such other classes at an equivalent or lower pay rate) (effective 2004 January 01, the references to Labourer I or Labourer II shall be replaced by the Operations Worker II class) provided they are qualified to perform the work;
- (b) distinguishing between equivalently qualified applicants to posted positions in accordance with Clause 12.1(a) of the Collective Agreement;
- (c) being laid off in reverse order of seniority within the Work Location to which they are assigned provided they are qualified to perform the work;
- (d) receiving ten (10) working days' notice of layoff in their Work Location or payment in lieu of such notice for the balance of the ten (10) working days (subject to the exceptions listed in Clause 13.1(c) of the Collective Agreement); and
- (e) being recalled during the one (1) year recall period, in order of seniority, to any of the Work Locations listed below, provided they are qualified to perform the work.

Note: The offer of short term temporary and/or auxiliary assignments (i.e. up to the equivalent of four (4) weeks or 160 hours) to employees with access to the Seniority Pool who have been laid off shall not be considered a recall. An employee who accepts such temporary and/or auxiliary work shall not receive a further layoff notice at the conclusion of such work. Employees who decline such work will not be considered to have refused a recall. Employees' who refuse assignments greater than four (4) weeks or 160 hours shall be placed at the bottom of the Seniority List for the balance of the recall period.

- (f) For the purposes of paragraphs (c), (d) and (e) above, the Work Locations are as follows:

SCHEDULE "H" (cont'd)

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- Work Location 1 includes General Parks (including landscape construction) and Major Parks (including Queen Elizabeth Park and Stanley Park);
- Work Location 2 includes Building Maintenance, Sanitation, Arboriculture, Garbage Pickup, and the Farm and Railway;
- Work Location 3 is Van Dusen Gardens; and
- Work Location 4 includes the Major golf courses.

- (g) Employees who had previously attained access to the Seniority Pool and subsequently resign and return within one (1) year or change status and work less than twenty (20) hours per week shall be required to work a minimum of one hundred and sixty (160) hours following their rehire or change in status before being reinstated on the Seniority Pool list.

2. Calculation of Seniority

The Seniority Pool list for Temporary Full-Time, Auxiliary and Regular Part-Time employees shall be on the basis of all straight time hours worked by an employee.

3. Benefits for Temporary Full-Time and Auxiliary Employees

- (a) Temporary Full-Time Employees not covered by paragraph 3(b) below and all Auxiliary Employees shall be entitled to twelve percent (12%) of their regular earnings in lieu of all benefits. Upon actually working twelve hundred (1200) hours in two (2) consecutive calendar years, such employees shall have their pay in lieu of all benefits increased to sixteen percent (16%) of their regular earnings. Such premium payments shall be considered in lieu of all employee benefits, including those providing for time off with pay.
- (b) Temporary Full-Time Employees who have worked continuously in a full time capacity for six (6) months and who have worked twelve hundred (1200) hours in a Temporary Full-Time, Auxiliary or Regular Part-Time capacity shall, subject to paragraph 6 below, be entitled to Medical, Extended Health, Group Life, Disability Plan (excluding the Long Term Disability portion of the Plan), Gratuity Plan, WCB coverage on an approximate net pay basis, and the same time off benefits as a Regular Full-Time Employee and shall be deemed to have served the appropriate waiting periods. Temporary Full-Time Employees who have worked continuously in a full time capacity for one (1) year shall be entitled to the Dental benefits of a Regular Full-Time Employee.

4. Benefits for Regular Part-Time Employees

- (a) 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) Disability Plan and gratuity coverage on a prorated basis (calculated on the same proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the normal hours for a regular full-time employee); Regular Part-Time Employees shall qualify after the same eligibility period applicable to full-time employees except it shall be calendar months for Regular Part-Time Employees; and
  - (4) WCB coverage on an approximate net pay basis after completion of six (6) calendar months of employment.
- (b) Where a Regular Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph 4(a) above, the employee's current service (calculated as straight time hours worked) 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 4(a) above the benefit coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid a percentage in lieu of benefits pursuant to paragraph 4(c) below commencing on the first of the month following the expiry of the benefit coverage.
- (c) All Regular Part-Time Employees not covered by paragraph 4(a) above, shall be paid an amount equal to twelve percent (12%) of their regular earnings. Upon actually working twelve hundred (1200) hours in two (2) consecutive calendar years, such employees shall have their pay in lieu of all benefits increased to sixteen percent (16%) of their regular earnings. Such premium payments shall be considered in lieu of all employee benefits, including those providing for time off with pay.

5. Benefit Entitlement – Break in Service

Where an employee (other than a Temporary Full-Time Employee who has previously qualified for benefits) leaves service for less than one (1) year or changes from one employee definition to another and it affects their entitlement to benefits or a percentage in lieu of all benefits or a combination of the two, then the employee's service (calculated as straight-time hours worked) shall count towards benefits eligibility periods or determining the appropriate percentage in lieu.

6. Temporary Full-Time Employees Rehired Within 1 Year

Temporary Full-Time Employees who have previously qualified for benefits and are subsequently rehired within one (1) year for a temporary full time assignment greater than eight (8) weeks, shall be immediately placed back on benefits with no further waiting periods. If rehired as an auxiliary or the temporary full-time assignment is less than eight (8) weeks, the employee will receive sixteen percent (16%) in lieu of all benefits and paid leaves.

7. No Percentage in Lieu When on Unpaid Leave of Absence

Temporary Full-Time, Auxiliary and Regular Part-Time Employees receiving a percentage in lieu of benefits shall not receive such percentage in lieu of benefits when on any unpaid leave of absence.

8. When Treated as New Employee

Employees who are terminated for cause, have a break in service of one (1) year or more, or are laid off and not recalled within one (1) year shall be treated as new employees for all purposes if subsequently rehired.

9. Public Holidays

A public holiday will be treated as a normal working day for all Temporary Full-Time Employees who are receiving a percentage in lieu of benefits and all Auxiliary and Regular Part-Time Employees. Thus, an employee who works on a public holiday will be paid straight-time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of the 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.

10. Hours of Work and Overtime

(a) Normal daily and weekly hours shall be deemed to be eight (8) and forty (40) respectively for all Auxiliary Employees, Temporary Full-Time Employees and Regular Part-Time employees except in the case of such an employee working in a position normally occupied by a Regular Full-Time Employee on a compressed

work week schedule whose normal working hours shall be deemed to be the normal hours of such an employee.

- (b) Any employee who is employed as an Auxiliary Employee, Temporary Full-Time Employee or Regular Part-Time Employee shall be permitted to work at straight-time rates for up to eight (8) hours per day on any five (5) days during the week (which for the purposes of this paragraph shall be deemed to commence at 12:01 a.m. on Monday morning and to end at 11:59 on the immediately following Sunday).
- (c) Overtime rates will be paid to all Auxiliary, Temporary Full-Time and Regular Part-Time Employees on the following basis:
  - (i) time and one-half (1.5X) the regular rate of pay for the first two (2) hours of overtime worked in excess of eight (8) hours in a day and double (2X) the regular rate of pay for all hours worked in excess of the first two (2) hours of overtime in a day;
  - (ii) where an employee has not worked 40 straight time hours on five (5) days during the week, the employee may work on the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) day of work in that week at straight time pay until such time as the employee has worked 40 straight time hours and thereafter the employee shall be paid at double (2X) the regular rate of pay for all overtime worked;
  - (iii) where an employee has worked 40 straight time hours on five (5) days during the week, the employee shall be paid double (2X) the regular rate of pay for all hours worked on the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) day of work in that week;
  - (iv) in the case of an employee working on a compressed work week schedule, the above references to 'eight (8) hours in a day' shall be replaced by the length of the compressed day the employee is working.

11. Eligibility for Shift Premium

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

12. Schedule Shall Apply

In the event that any provisions of this new Schedule which addresses "BENEFITS AND WORKING CONDITIONS FOR TEMPORARY FULL-TIME, AUXILIARY AND REGULAR PART-TIME EMPLOYEES" is inconsistent with or omits items covered in the previous collective agreement or in previous letters exchanged between the parties the provisions of this new Schedule shall apply.

Transitional Items

- (1) An employee who has gained Auxiliary Seniority as of 2003 December 31 under the terms of the 2000 - 2002 Collective Agreement shall remain covered by the Auxiliary Seniority provisions of the 2000 - 2002 Collective Agreement until such time as the employee qualifies for access to the new Seniority Pool at which time the employee will cease to have Auxiliary Seniority. Auxiliary Seniority shall be lost when an employee resigns, is terminated for cause or has a break in service which exceeds one (1) year.
- (2) When determining seniority eligibility at 2003 December 31 on the basis of twelve (12) months worked in two (2) consecutive calendar years the Employer shall review the hours worked in 2001/2002, and 2002/2003.
- (3) When determining seniority eligibility at 2003 December 31 the Employer shall, in addition to those employees who qualify under the new provisions on seniority, grant seniority to all Temporary Full-Time employees who worked an average of 870 hours in any 3 consecutive years in the period from 1999 to 2002. Such employees shall be granted seniority equivalent to all straight time hours worked.
- (4) A Temporary Full-Time Employee who is in receipt of benefit coverage on the date of ratification of the Memorandum of Agreement and has worked less than one year shall be given a one-time option to continue on benefits under the provisions of the 2000-2002 Collective Agreement or to be covered by the new benefits provisions.
- (5) The Employer will review the seniority for all employees on the Branch Seniority Lists. The review shall be based on all straight time hours worked since 1986 January 01 providing there has not been a break in service greater than one year. The results of the review shall be shared with the Union.