

COLLECTIVE AGREEMENT

between the

**NORTH VANCOUVER RECREATION AND CULTURE COMMISSION**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 389**

2020 January 01 to 2021 December 31

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THIS AGREEMENT made and entered into this 1<sup>st</sup> day of January in the year of our Lord, Two Thousand and Twenty (2020)

BETWEEN:

**THE NORTH VANCOUVER RECREATION AND CULTURE COMMISSION**  
(hereinafter called "the Employer")

OF THE FIRST PART

AND:

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

OF THE SECOND PART

WHEREAS it is the desire of both parties to this Agreement:

- (a) to maintain and improve the existing harmonious relationship between the Employer and the Union;
- (b) to recognize the mutual value of joint discussion and negotiation in all matters pertaining to working conditions;
- (c) to encourage efficiency in operation; and
- (d) to promote the morale, well-being and security of all employees in the bargaining unit;

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

NOW THEREFORE the Parties agree as follows:

**ARTICLE 1 - TERM OF AGREEMENT**

This Agreement shall be for a term of two (2) years with effect from 2020 January 01 to 2021 December 31, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code, this Agreement shall continue in full force and effect, and, except with respect to changes to rates of pay made pursuant to Article 5.1 of this Agreement, neither party shall make any change or alter the terms of this Agreement until:

- (a) The Union can lawfully strike in accordance with the provisions of Part 5 of the Labour Relations Code; or

- (b) The 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.

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

## ARTICLE 2 - UNION SECURITY

### 2.1 Union Recognition

The Employer recognizes the Union as the sole bargaining authority for all of its employees (as defined in the Labour Code) employed within the unit described in the certificate of bargaining authority issued by the Labour Relations Board, and dated September 27, 1966 and varied by an Order of Variance dated February 10, 1976.

### 2.2 Union Membership

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

### 2.3 Deduction of Dues

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

The Employer agrees to honour assignments of wages for Union dues and fees, upon receipt by the Employer of a signed authorization form from the employees concerned at least ten (10) days prior to the regular time of making such deductions that month.

The Employer agrees to remit the deductions made under this Section, to the Union each month, together with a list of those employees from whom such deductions were made--such deductions and list shall be forwarded to the Union not later than ten (10) days following the regular time of making such deductions that month.

### ARTICLE 3 - DEFINITIONS

A Regular Full-Time Employee is an employee who is employed on a full-time basis of thirty-five (35), thirty-seven and one-half (37½), forty (40) or such other number of weekly hours as is recognized in the collective agreement as normal for a particular class of positions, for an indefinite period of time.

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

A Regular Part-Time Employee is an employee who is employed on a regular part-time schedule of weekly hours which are less than the number constituting full-time employment for a particular class of positions, for an indefinite period of time.

An Auxiliary Employee is any other employee.

### ARTICLE 4 - HOURS OF WORK

#### 4.1 Regular Hours

- (a) The regular hours of work for clerical employees shall not exceed seven (7) per day or thirty-five (35) per week.
- (b) The regular hours of work for non-clerical employees shall not exceed eight (8) per day or forty (40) per week.
- (c) The work week shall be any five (5) consecutive days followed by two (2) consecutive days of rest or thirty-two (32) consecutive hours of rest when changes to the work week of an employee may be necessary.
- (d) For permanent clerical employees, the seven (7) daily hours may be scheduled within any period of seven and one-half (7½) consecutive hours with one-half (½) hour for a meal, and the work week may consist of any five (5) consecutive days with two (2) days of rest.

Note: Subject to mutual agreement between the employee and the supervisor, the above period may be extended by one-half (½) hour to allow for a one (1) hour meal period.

- (e) For permanent non-clerical employees, the eight (8) daily hours may be scheduled within any period of eight and one-half (8½) consecutive hours with one-half (½) hour for a meal, and the work week may consist of any five (5) consecutive days with two (2) days of rest.

Note: Subject to mutual agreement between the employee and the supervisor, the above period may be extended by one-half (½) hour to allow for a one (1) hour meal period.

- (f) For part-time clerical employees, the daily hours may be any seven (7) or part thereof but shall be confined within twelve (12) hours immediately following commencement of work. There shall be one-half (½) hour for a meal during such period of five (5) consecutive hours or more and during any period of less than five (5) consecutive hours by mutual consent of the Employer and the employee. The weekly hours of thirty-five (35) or part thereof shall be confined within any six (6) days during the work week.
- (g) For part-time non-clerical employees the daily hours may be any eight (8) or part thereof but shall be confined within twelve (12) hours immediately following commencement of work. There shall be one-half (½) hour for a meal during each period of five (5) consecutive hours or more and during any period of less than five (5) consecutive hours by mutual consent of the Employer and the employee. The weekly hours of forty (40) or part thereof shall be confined within any six (6) days during the work week.

#### 4.2 Rest Periods

Employees shall normally be allowed one (1) ten (10) minute rest period during the first and second half of their seven (7), seven and one-half (7½), or eight (8) hour day. The Employer shall determine the time and manner in which an employee's rest period may be taken.

#### 4.3 Change of Shift

The Employer shall, wherever possible, give fifteen (15) hours' notice before requiring any permanent employees to report at a time other than the time previously scheduled. In any case where any employee is, without previously having been scheduled or without such notice having been given, required to recommence work prior to fifteen (15) hours having elapsed since the termination of the employee's last regular period of work, the employee shall be paid at the rate of time and one-half (1½) until the said fifteen (15) hours have elapsed. Callouts shall be governed by the provisions of Article 5.8.

#### 4.4 Standby

- (a) Regular Full-Time Employees and Temporary Full-Time Employees who stand by for a call to work between the end of a regular day shift on the first day of work in a week as defined in Article 4.1 (excluding public holidays) and the beginning of a regular day shift on the last day of work in the week, shall be paid one (1) hour's pay at the employee's classified rate of pay for each period of eight (8) hours that the employee stands by in addition to any call-out pay under Article 5.8.



- (b) Regular Full-Time Employees and Temporary Full-Time Employees who stand by for a call to work at any other time (that is, during public holidays and weekends) shall be paid one (1) hour's pay at the employee's classified rate of pay for each period of six (6) hours that the employee stands by in addition to any call-out pay as entitled under Article 5.7.
- (c) Where the period of time which a Regular Full-Time Employee or Temporary Full-Time Employee stands by exceeds a multiple of six (6) hours or eight (8) hours (as the case may be) the residual balance shall be compensated as follows:
  - (.01) one-half ( $\frac{1}{2}$ ) hour standby pay for periods of half or less than half of the full period.
  - (.02) one (1) hour standby pay for periods of more than half of the full period.
- (d) For the purposes of this Article 4.4 "weekend" shall refer to an employee's two (2) consecutive days of rest.

#### 4.5 Daily Guarantee

- (a) Subject to the provisions of subsection (c), an employee reporting for a scheduled shift on the call of the Employer, shall receive the regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two (2) hours' pay at the regular hourly rate.
- (b) Subject to the provisions of subsection (c), an employee, other than a school student on a school day, or a Regular Part-Time Employee or Auxiliary Employee working as Instructor Guard I or II or Lifeguard/Instructor 2 as outlined in subsection (d) herein, or Attendant - Children or Skate Attendant 1 and 2 as set out in the attached Letter of Understanding, who commences work on the employee's 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 (4) hours' pay at the regular hourly rate.
- (c) In any case where an employee (i) reports for the employee's regular shift but refuses to commence work, or (ii) commences work but refuses to continue working, the minimum payments set forth in subsections (a) and (b) above shall not be payable.
- (d) For the Fall, Winter and Spring Aquatic programmes which are scheduled between 3:00 p.m. and 5:30 p.m., the minimum payment for Regular Part-Time Employees and Auxiliary Employees working as Instructor Guard I or II or Lifeguard/Instructor 2 shall be three (3) hours' pay at the regular hourly rate.

## ARTICLE 5 - CLASSIFICATION AND PAY

### 5.1 Job Evaluation

#### Section 1: Class Specifications

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

#### Section 2: Changes in Classification

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

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

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

#### Section 3: Changes in Valuation

Where, during the term of this Agreement

- (a) the Union believes that a class is incorrectly valued; or
- (b) the Employer revalues an existing class or values a new class covered by this Agreement

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

#### Section 4: Effective Dates

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

## 5.2 Reclassification of Revaluation

- (a) In the event a position or class of positions is reclassified upwards, each incumbent shall receive the new rate for the class in all cases where there exists a single rate of pay for the class. In those cases, where there exists a pay range for the class, each incumbent shall be placed on the lowest step of the pay range that exceeds the incumbent's previous rate. The increment date for each incumbent shall be amended to accord with the effective date of the adjustment.
- (b) In the event a class of positions is revalued, each incumbent shall receive the new rate for the class in all cases where there exists a single rate of pay for the class. In those cases, where there exists a pay range for the class, each incumbent shall be placed on the same step of the new pay range that he or she occupied on the old pay range for the class. The increment date for each incumbent shall not be amended.
- (c) In the event a position or class of positions is reclassified or revalued downwards, the incumbent(s) shall suffer no loss of pay but shall be granted no general increase until the revised rate of pay is reached.

## 5.3 Probation

- (a) It is agreed that all permanent employees shall serve a probationary period of up to six (6) months.
- (b) It is agreed that the probationary period may be extended to cover a further period of three (3) months at the discretion of the Employer. In such event, the employee and the Union shall be notified in writing of such extension.
- (c) It is further agreed that the probation period may be extended by an additional three (3) months with the agreement of the Employer and Union, if the employee is still completing educational requirements for the position.
- (d) Where the Employer confirms the appointment of the employee prior to six (6) months, the employee will be eligible for seniority benefits as if the employee had completed the entire six (6) month probationary period.
- (e) In the event a permanent employee is promoted or transferred to a higher rated position, the employee shall be considered to be on probation for a period of not more than three (3) months.

If at the end of the probationary period, the employee is not considered satisfactory in the higher rated position, the employee shall be returned to their previous or a comparable position without loss of seniority.

#### 5.4 Pay for Acting in Senior Capacity

- (a) Any non-clerical employee placed temporarily in a higher-rated position than the employee's own regular position, shall be paid the higher rate of pay while so placed.
- (b) On every occasion that a clerical employee is temporarily required to accept the responsibilities and carry out the duties incident to a position covered by this Agreement which is senior to the position which the employee normally holds, the employee shall be paid for every day that the duties of the senior position are carried out at the minimum rate in the scale for such senior position, except where the salary received is equal to, or exceeds, the minimum of the senior position, in which case the employee shall receive the next higher rate in the pay range of the senior position.
- (c) Appointments of employees to a level of higher responsibility must be authorized in writing by the Director or designate.

#### 5.5 Wages and Salaries

- (a) Wage rates for all employees shall be in accordance with Schedules "A" and "B" attached to and forming part of this Agreement.
- (b) New employees or employees re-engaged shall be entitled to the standard rate of wage for the position for which they are engaged. If there is no classification and wage scale in Schedule "A" or "B" of this Agreement covering the position, such shall be established in accordance with Article 5.1.
- (c) Individual pay adjustments arising from periodic increments, reclassifications, revaluations and promotions, but not for acting in a senior capacity, are to commence at the beginning of the bi-weekly pay period the first day of which is nearest to the calendar date of the pay adjustment.

#### 5.6 Derivation of Bi-Weekly and Monthly Rates

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

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

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

## 5.7 Shift Premiums

The classes of

- (1) Building Service Attendant;
- (2) Building Service Worker;
- (3) Building Services Supervisor;
- (4) Stationary Equipment Service Worker; and
- (5) Utility Maintenance Worker

shall be paid a shift premium of seventy-five cents (75¢) per hour for all regular hours worked between 5:00 p.m. and 6:30 a.m. Where more than one-half ( $\frac{1}{2}$ ) of the employee's regular shift qualifies for the shift premium, it shall be paid for all regular hours worked during the entire shift.

## 5.8 Overtime

(a) Overtime shall be defined for Regular Full-Time Employees and Temporary Full-Time Employees as:

- (1) time worked immediately following the employee's regular shift;
- (2) time worked immediately preceding the employee's regular shift where it has been prescheduled by notice provided prior to the end of the employee's previous regular shift;
- (3) time worked at any other time where it has been prescheduled by notice provided prior to the end of the employee's previous regular shift, except as provided in Article 7.2.

(b) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid for the performance of overtime work under clause (a) at the following overtime rates:

- (1) time and one-half the regular rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift;
- (2) double the 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;
- (3) double the regular rate of pay for all overtime worked at any other time than at the times set forth in items (1) or (2) of Article 5.8(b). Employees shall be paid a minimum of one and one-half ( $1\frac{1}{2}$ ) hours at double time for overtime worked pursuant to this paragraph (b)(3).

- (c) A permanent employee shall elect at the time of working overtime whether to be paid for it or instead to receive compensating time off in lieu. An employee who elects to receive compensating time off, shall be credited with compensating time off equivalent to the number of hours which would have been paid for the overtime worked, and, subject to an employee's request to be granted compensating time off being approved by the Director or designate, such employee shall be granted any portion of the compensating time off credited at the pay rate or rates in effect at the time the overtime in question was worked. All compensating time off credited during a particular calendar year but which has not been granted to an employee by August 31<sup>st</sup> of the immediately following year shall be paid in cash at that time at the pay rate or rates in effect at the time the overtime in question was worked.

#### 5.9 Call-out

- (a) Call-Out is defined as being called back to work at any time following completion of a Regular Full-Time Employee's or Temporary Full-Time Employee's regular shift except when prescheduled by notice provided prior to the end of the employee's previous regular shift which is defined as overtime in Article 5.8.
- (b) A Regular Full-Time Employee or Temporary Full-Time Employee who is called out shall be paid double time without exception for the time actually worked plus one (1) hour's allowance for travelling to and from home, with a minimum of three (3) hours' pay at double time (the minimum includes one (1) hour for travelling time).
- (c) If additional calls are made upon the Regular Full-Time Employee or Temporary Full-Time Employee prior to the expiry of the three (3) hour period or prior to arrival home, whichever last occurs, such additional calls shall not attract an additional three (3) hours' minimum, but the employee shall be paid for the time actually worked plus an additional one (1) hour's allowance for travelling to and from home. If two (2) separate callouts are completed within a three (3) hour period, the minimum payment shall be four (4) hours at double time (the minimum includes two (2) hours for travelling time).
- (d) Notwithstanding the callout minimum, an employee who is at the work place prior to the commencement of the employee's regular shift and who is required to commence work prior to the commencement of the employee's regular shift, shall be paid in accordance with the overtime provisions for the actual time worked prior to the commencement of the employee's regular shift.

#### 5.10 Remote Call-out

When an employee is contacted by an excluded employee, or designate, after hours in order to resolve a problem and the employee attempts to resolve the problem over the telephone (or by computer) without reporting to a worksite, the employee shall be paid double the employee's regular rate of pay for one (1) hour. Where an employee advises that the employee is unable to resolve the problem over the phone and/or makes no attempt to resolve the problem, the employee will not be paid for the call. The Employer will then decide whether to call out the employee under Article 5.9. Any subsequent telephone call that occurs within the one (1) hour period referred to above shall not result in any additional payments. Any call that occurs after

the one (1) hour period shall result in another one (1) hour payment at double the employee's regular rate of pay.

## ARTICLE 6 - EMPLOYMENT

### 6.1 Posting Vacancies

Where vacancies exist or new positions are created, and where the positions are expected to have a duration of more than twenty (20) consecutive full-time working days, notice shall be posted in the Employer's office, and a copy giving full particulars shall be provided to the Union. The position shall be filled on a regular basis no later than thirty (30) days after the posting of the notice. The Secretary of the Union shall be informed, in writing, of the name of the successful applicant within seven (7) days of the position being filled. Notwithstanding the foregoing, the Employer may for any reason refrain from filling any position which becomes vacant, or may defer making an appointment if all applicants fail to meet the requirements of the position.

### 6.2 Seniority

- (a) In making promotions, transfers or layoffs, the required skill, knowledge and ability of the employees in respect to the position shall be the primary consideration, and where such qualifications are relatively equal, length of service of the employees with the Employer shall be the determining factor. It is agreed and understood that in the matter of applicants, current service employees shall be given preference.
- (b) It shall be the duty of each permanent employee laid off to supply the Employer with their correct mailing address and telephone number. The Employer, if rehiring within one (1) year, shall advise the employee by letter of the date on which there is a requirement to report for duty. Such notice shall be given so as to be received at least twenty-four (24) hours prior to the required reporting time.
- (c) In the event of lay-offs, permanent employees subsequently re-employed within one (1) year shall be credited with previous service for determining eligibility for benefits.
- (d) Temporary employees shall be given preference over persons from outside the service in filling permanent positions, provided that the employee has the necessary qualifications.
- (e) No employee covered by this Agreement shall suffer loss of seniority due to enforced absence from employment due to compulsory lay-off for a period not exceeding twelve (12) months or for any period of absence resulting from injury, sickness or leave of absence officially granted, provided, however, that the employee reports for work within twenty-four (24) hours after being notified to so report and able to return. This section shall not apply to any such employee who has voluntarily resigned or has been discharged for cause.

- (f) The provisions of the foregoing sections of this Article 6.2 shall be supplemented in the case of permanent employees by the minimum standards contained in Schedule "C" which is attached to, and which forms a part of this Agreement; provided, however, that the Employer shall be required to give notice of lay-off under clause 7 of Schedule "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.
- (g) In the event of an employee being promoted from a position for which the Union either had bargaining authority at the time of the promotion or subsequently obtained bargaining authority, to a position whether included in or excluded from the Union contract, and such employee being subsequently laid off or demoted to a position for which the Union has bargaining authority, the Employer shall have the right to place such employee in the position previously held by the employee or in any vacant position for which such employee is considered qualified. The employee, if so placed as the result of being laid off or demoted, shall suffer no loss of seniority and such seniority shall be the total length of service with the Employer.
- (h) Seniority List  
  
Upon request, the Employer shall provide the Union with a seniority list for employees covered by this Collective Agreement at least once in each calendar year.

### 6.3 Termination of Employment

- (a) Permanent employees, other than new employees who are serving a probationary period of six (6) months or three (3) months as outlined in Article 5.3(a) and (b) respectively, shall be entitled to notice upon termination of employment on the following basis:
  - (1) Less than one (1) year of service, two (2) weeks' notice or two (2) weeks' pay in lieu of notice.
  - (2) One (1) year of service or more, one (1) month's notice, or one (1) month's pay in lieu of notice.
  - (3) Permanent employees who are serving the probationary period hereinbefore mentioned, shall not be entitled to notice or pay in lieu thereof while serving their probationary period.
- (b) Where a permanent employee voluntarily resigns from the service, such employee shall give notice to the Employer on the following basis:
  - (1) Where the employee has less than one (1) year of service, two (2) weeks' notice.
  - (2) Where the employee has one (1) year of service or more, one (1) month's notice.



However, it is mutually agreed and understood that the provisions of 6.3(b) do not apply to a permanent employee who is serving the probationary period.

- (c) It is mutually agreed that the provisions of Article 6.3(a) do not apply in cases of temporary lay-off or discharge for just cause.

## ARTICLE 7 - BENEFITS

### 7.1 Vacations

- (a) Vacation with pay for permanent employees shall be as follows:

- (1) In the first calendar year of service, vacation will be granted on the basis of one-twelfth ( $1/12^{\text{th}}$ ) of fifteen (15) working days for each month, or portion of a month greater than one-half ( $1/2$ ), worked by December 31<sup>st</sup>.
- (2) Fifteen (15) working days of annual vacation during the second (2<sup>nd</sup>) up to and including the seventh (7<sup>th</sup>) calendar year of service.
- (3) Twenty (20) working days of annual vacation during the eighth (8<sup>th</sup>) up to and including the fifteenth (15<sup>th</sup>) calendar year of service.
- (4) Twenty-five (25) working days of annual vacation during the sixteenth (16<sup>th</sup>) up to and including the twenty-third (23<sup>rd</sup>) calendar year of service.
- (5) Thirty (30) working days of annual vacation during the twenty-fourth (24<sup>th</sup>) and all subsequent calendar years of service.

- (b) Vacation Proration

An employee's annual vacation shall be prorated for leaves of absence without pay that exceed twenty (20) working days in total in any calendar year and for all time absent due to layoffs.

- (c) Vacation Deferral

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

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

PROVIDED, HOWEVER, that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Article 7.1(c) shall be twenty (20) working days.

(d) Early Retirement

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

- (e) (1) All employees other than those entitled to an annual percentage of earnings in lieu of vacation will be paid during their annual vacations at their respective regular or classified rates of pay.
- (2) As soon as possible following December 31<sup>st</sup> in each year, a vacation pay adjustment will be made in a lump sum to all employees other than those entitled to an annual percentage of earnings in lieu of vacation, where such employees' annual basic earnings exclusive of overtime and any other premium payments not normally taken into account in the computation of annual vacation pay exceeded their regular base rate earnings during the year in question. Such cash payments shall reflect the proportionate difference between the actual annual basic earnings and regular base rate earnings applied to the 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).

(f) Supplementary Vacation

In addition to annual vacation entitlement under Article 7.1(a) each permanent employee upon commencing their eleventh (11<sup>th</sup>), sixteenth (16<sup>th</sup>), twenty-first (21<sup>st</sup>), twenty-sixth (26<sup>th</sup>), thirty-first (31<sup>st</sup>), thirty-sixth (36<sup>th</sup>), forty-first (41<sup>st</sup>) or forty-sixth (46<sup>th</sup>) calendar year of service shall thereupon become entitled to five (5) working days of supplementary vacation. It is understood between the parties that each employee shall become entitled to supplementary vacation on the first day of January in the year in which they qualify for such supplementary vacation. An employee shall retain their supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies. An explanatory note and table is annexed hereto as Schedule "D" for the purposes of clarification.

(g) Any regular employee

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

- (2) whose age and years of service with the 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 clauses in paragraph (a) of this Article.

## 7.2 Public Holidays

- (a) Permanent employees shall be entitled to a holiday with pay on the following public holidays, namely: New Year's Day, Family Day\*, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day appointed by the Employer to be a civic holiday;

PROVIDED THAT:

- (1) whenever one of the above-mentioned holidays falls on a Saturday or a Sunday and the Government of Canada and the Government of the Province of British Columbia, or either of them in the absence of the other, proclaims that such holiday be observed on a day other than Saturday or Sunday, then the day so proclaimed shall be read in substitution for such public holiday;

SAVE AND EXCEPT THAT:

whenever one of the aforementioned public holidays falls on a Saturday or a Sunday and neither the Government of Canada nor the Government of the Province of British Columbia proclaims that such public holiday be observed on a day other than Saturday or Sunday, or the proclamations of such governments do not proclaim the same day for the observance of such public holiday, then not less than seven (7) calendar days prior to that public holiday, the Employer shall post a notice or notices in conspicuous places so that each employee affected thereby may have ready access to and see the same, designating the employee's holiday entitlement in accordance with one of the following methods:

- (.01) one (1) day's pay at the employee's regular rate of pay, or
- (.02) a holiday with pay within the calendar year in which such public holiday falls, on any normal working day which immediately precedes or immediately follows one of the employee's normal rest days or one of the public holidays hereinbefore defined in this paragraph (a).
- (2) in the case of an employee's termination of service for any reason, adjustment will be made for any overcompensation provided under paragraph (1)(.02) herein.

- (3) prior to the posting of any notice advising the employees of their entitlement under paragraph (a) herein, the Employer will afford the Union an opportunity to discuss the substance of the notice.

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

- (b) If a Public Holiday falls on a regular working day, while an employee is on annual vacation, the employee shall receive one (1) additional day of vacation with pay in lieu of the said Public Holiday.
- (c) Subject to clause (d), the following provisions shall apply to the employees hereinafter specified whose duties normally require them to work on public holidays or on scheduled shift work:
- (1) if an employee whose duties normally require work on public holidays or on scheduled shift work (but not including an employee who regularly works on day shift from Monday to Friday inclusive) is required to work on any public holiday as provided in Article 7.2(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 be given compensating time off equivalent to one and one-half (1½) times the number of hours worked on that public holiday;
- (2) if such employee is required to work on the day off given in lieu of a public holiday, pursuant to the provisions of this Article 7.2(c) then in lieu of such holiday the employee shall be paid their regular pay for the holiday plus double the hourly rate of pay of the employee computed on the basis of the employee's normal working hours for the hours worked on such day off;
- (3) time worked on a public holiday or on the day off given to the employee in lieu of a public holiday pursuant to the provisions of this Article 7.2(c) shall not be treated as overtime except as provided in Articles 5.8(a) and (b).
- (d) Whenever a public holiday defined in Article 7.2(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 Article 7.2(c), be deemed to be a public holiday and if such employees work on the Saturday or Sunday they shall not be entitled to public holiday premium pay for work on either of those days.

Notwithstanding anything contained in Article 7.2(a) or 7.2(c) prior to the beginning of any calendar year the Employer and the Union may agree that whenever a public holiday defined in Article 7.2(a) falls on a Saturday or Sunday, those employees referred to in Article 7.2(c) shall be paid public holiday premium pay for working on the Saturday or Sunday but such employees shall be paid public holiday premium pay only once for the same holiday.

Notwithstanding the above, where a public holiday falls on a scheduled work day and the employee is not normally required to work on the public holiday, the Employer and the employee may mutually agree to allow the employee to work the recognized holiday as a normal work day and to provide for the public holiday to be taken on a work day adjacent to the employee's days off. In such cases, the day off adjacent to the days off shall be treated as the recognized holiday. The Employer shall advise the Union when this provision is used.

For the purposes of this paragraph (d) "public holiday premium pay" means the equivalent compensation paid to employees referred to in Article 7.2(c) for working on a public holiday defined in Article 7.2(a) which falls on or is observed on any day from Monday to Friday.

- (e) An employee (except an employee governed by Article 7.2(c)) who is required to work on a public holiday defined in Article 7.2(a) which falls on or is observed on any day from Monday to Friday inclusive shall be paid their normal rate for the said holiday plus double the hourly rate of pay of the employee computed on the basis of the employee's normal working hours for the hours worked on the holiday.

### 7.3 Sick Leave and W.C.B.

- (a) Permanent employees, upon completion of three (3) months of continuous service, shall be granted sick leave with pay at the rate of one and two-thirds ( $1\frac{2}{3}$ ) days per month cumulative to a maximum of one hundred and twenty (120) working days.
- (b) Notwithstanding the foregoing paragraph (a), the Employer may, at its own discretion, grant further periods of sick leave in special circumstances.
- (c) Medical certificates may be required by the Employer as proof of sickness.
- (d) Any full-time employee who has completed six (6) months of continuous service, and who is or becomes temporarily incapacitated by illness or injury suffered during the course of employment, shall be entitled to the benefits as follows:
  - (1) An employee whose claim for WCB temporary disability benefits is accepted by the WCB, shall assign the WCB cheque to the Employer and the Employer shall pay approximate net salary. In the event the WCB rejects a claim, or during a period of WCB delay prior to accepting one, the Employer will pay the employee's regular salary to the employee for as long a period as the employee has sick leave, vacation and overtime credits. Where the WCB subsequently accepts an employee's claim, the employee's pay shall be recalculated retroactive for the period of the claim.
  - (2) Where the first day is not paid by the Board, the Employer shall pay for the first day or part day provided however, that such employee has the required Sick Leave credits.

(e) Family Illness

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

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

7.4 Compassionate Leave

- (a) Any employee who has completed six (6) months of employment, may be granted compassionate leave without loss of pay for a period not to exceed three (3) working days in the following events:
- (1) in the case of the death of the employee's spouse (including common-law spouse and same-sex partner), child, ward, brother, sister, parent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or guardian; or
  - (2) in the case of the death of any other relative if living in the employee's household.
- (b) Any employee who qualifies for compassionate leave without loss of pay under paragraph (a), and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Metro 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 paragraph (a) and (b) herein shall be submitted to the employee's Director or designate who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for compassionate leave without loss of pay under paragraph (a) herein may be granted such leave when on annual vacation if approved by the Director or designate. An employee who is absent on sick leave with or without pay or who is absent on Worker's Compensation shall not be entitled to such compassionate leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Director or designate, 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 pall-bearer or a mourner in any case other than covered by paragraph (a) herein.

## 7.5 Jury Duty

An employee called for Jury Duty or as a Witness by subpoena will be allowed time off during the period of such duty with continuance of regular pay. Any remuneration received for such duty will be remitted to the Employer: PROVIDED HOWEVER, that the Employer will not make any allowance for payment of additional transportation costs, parking fees, lunches, etc., incurred while on such duty, nor shall these costs be deducted from the fees received.

## 7.6 Maternity and Parental Leave

### (a) Length of Leave

#### Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to sixty-one (61) 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 sixty-two (62) consecutive weeks of parental leave without pay. The employee shall take the leave within seventy-eight (78) 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 seventy-eight (78) 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) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date they intend to return to work.
- (4) 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.
- (5) 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 the Director or designate of their intention to return to work pursuant to paragraph (b)(3) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.



(e) Benefits

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

(f) Supplementary Employment Insurance Benefits

- (1) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (2) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
  - (a) for the first six (6) weeks; 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.

#### 7.7 Negotiations and Union Representatives' Leaves

- (a) In the event of discussion being considered necessary by either party during the term of this Agreement relating to rates of pay, hours of work or other working conditions, it is agreed that either party may require the other party to meet in order to carry on such discussions.
- (b)
  - (1) All applications for leave of absence granted with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operations of the Employer. Requests for such leave of absence shall nevertheless be given precedence over any other applications for leave on the same day.
  - (2) With respect to any leave of absence granted without pay the 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, and municipal superannuation. The Union shall then reimburse the Employer to the amount of the account rendered within sixty (60) days.
  - (3) Upon application to and upon receiving the permission of the Director or designate 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 elsewhere in this Agreement. Not more than three such official representatives shall be granted leave of absence without loss of pay for the time so spent. Further official representatives may be granted leave of absence without pay.
  - (4) Upon application to, and upon receiving the permission of the Director or designate in each specific case, official representatives of the Union shall be granted leave of absence without pay for the purpose of attending the national and B.C. divisional conventions of the Canadian Union of Public Employees, the annual convention of the B.C. Federation of Labour and the triennial convention of the Canadian Labour Congress.
  - (5) Upon application to and upon receiving the permission of the Director or designate in each specific case, official representatives of the Union may be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the Canadian Union of Public Employees.

- (6) The Employer agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing the duties as an officer of the Union shall not lose seniority while performing such duties. Upon retirement from such duties as an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which the employee's former position was allocated and for which the employee is qualified if any position within such class is held by an employee with less seniority. If all the positions within such class are held by employees with more seniority or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which the employee is qualified.
- (7) 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 and District Labour Council, the B.C. Federation of Labour or the Canadian Labour Congress shall be granted leave of absence without pay and shall not lose seniority in the service of the Employer while on such leave of absence, it being understood that seniority does not accrue during the leave of absence without pay. Upon termination of such period of office, such an employee may return to the first vacant position for which the employee is qualified in the service of the Employer.
- (8) 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.

#### 7.8 Medical Services Plan of British Columbia

Regular Full-Time Employees shall, effective the first day of the month following commencement of employment, and Temporary Full-Time Employees shall, upon the completion of six (6) months of continuous service, be enrolled in the Medical Services Plan of B.C, provided the employee is qualified under the Medical Services Plan. The Employer agrees to pay seventy percent (70%) of the premium of the Medical Services Plan of British Columbia for permanent employees and the employees shall pay thirty percent (30%) of the premium.

#### 7.9 Extended Health Benefits

Regular Full-Time Employees shall, effective the first day of the month following commencement of employment, and Temporary Full-Time Employees shall, upon the completion of six (6) months of continuous service, be enrolled in the Extended Health Plan, provided the employee is qualified to be enrolled in the Extended Health Care Plan. The provision of the benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits, coverage for:

- (a) eye exams to a maximum payable of ninety dollars (\$90.00) per person every twenty-four (24) month period;
- (b) a vision care option (four hundred fifty dollars (\$450.00) per person), payable per twenty-four (24) month period;

- (c) hearing aids (seven hundred dollars (\$700.00) per person);
- (d) orthopedic shoes, diabetic equipment and supplies, ostomy supplies, clinical psychologist services (six hundred dollars (\$600.00) per person), and coverage for the Nicotine Patch benefit with a three hundred fifty dollars (\$350.00) per person lifetime maximum;
- (e) massage practitioner and physiotherapist services to a combined maximum of eight hundred dollars (\$800.00) per calendar year; chiropractor and naturopath services to a combined maximum of five hundred dollars (\$500.00) per calendar year; acupuncture treatments to a maximum of two hundred dollars (\$200.00) per calendar year and podiatrist services to a maximum of three hundred fifty dollars (\$350.00) per calendar year.

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

The Commission shall pay seventy percent (70%) of the premium for permanent employees and the employees shall pay thirty percent (30%) of the premium for the Extended Health Care Plan.

#### 7.10 Dental Plan

The parties agree to continue the dental plan compulsory for all Regular Full-Time Employees effective the first day of the month following commencement of employment and for all Temporary Full-Time Employees who have completed six (6) months of continuous temporary full-time service, provided the employee is qualified to be enrolled in the Dental Services Plan, 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 to a lifetime maximum of three thousand dollars (\$3,000) for adults and dependent children as defined by the Plan.
- (d) The Employer shall pay seventy percent (70%) and the employees shall pay thirty percent (30%) of the premiums.
- (e) The compulsory feature does not apply to those employees who have coverage under some other dental plan provided they advise the Director of Recreation in writing of their plan number and carrier name.

#### 7.11 Group Insurance Plan

Effective the first day of the month following commencement of employment, Regular Full-Time and Temporary Full-Time Employees shall join the group insurance plan, provided the employee is qualified to be enrolled in the Group Life Insurance Plan, provisions of which are outlined hereunder:

- (a) Coverage shall be one and one-half (1½) times basic annual salary, which shall be computed to the next higher one thousand dollars (\$1,000).
- (b) Coverage shall be provided until age sixty-five (65) without the payment of premiums in the case of an employee becoming totally and permanently disabled prior to age sixty-five (65).
- (c) The Employer shall pay seventy percent (70%) and the employees shall pay thirty percent (30%) of the premiums.

#### 7.12 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.

#### 7.13 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, provided the employee's spouse is qualified to be enrolled in the Plans.

#### 7.14 Benefit Administration

Subject only to Schedule "H", 1986-87 Negotiations, Group Life Plan, the Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans. Benefits for eligible Regular Part-Time Employees are contained in Schedule "E".

#### 7.15 Retirement Benefit

- (a) All employees who are eligible shall be covered by the provisions of the Municipal Pension Plan.

Where, due to a layoff, a Full-Time Employee's hours of work have been reduced and employment status changed, the employee and the Employer will continue to contribute to the Municipal Pension Plan in accordance with the Rules of the Municipal Pension Plan.

- (b) Permanent employees retiring shall provide the Employer with at least two (2) months' notice prior to the date of retirement, and upon retiring shall receive thirty (30) working days' pay.

#### 7.16 Service Severance Pay

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

- (a) Employees leaving the service of the Employer other than on retirement, and who have completed ten (10) years of service or more, shall be paid two (2) days' pay for each year of service.
- (b) Employees retiring from the service of the Employer shall be paid at the rate of four (4) days' pay for each year of service with the Employer.
- (c) For the purpose of Service Severance Pay, the following definition shall apply:

"Retirement" shall be defined as an employee leaving the service of the Employer at any time following attainment of minimum retirement age, as established under the Municipal Pension Plan, upon receipt of a Disability Allowance in accordance with the provisions of the Municipal Pension Plan, or having twenty-five (25) years or more of pensionable service but leaving the service of the Employer prior to attainment of minimum retirement age.

#### 7.17 Meal Periods

- (a) During Overtime

If a Regular Full-Time Employee or Temporary Full-Time Employee is required to work overtime immediately following or immediately preceding the employee's regular shift under Article 5.8(a)(1) or Article 5.8(a)(2) then upon the completion by the employee of two (2) continuous hours of such overtime work, the employee shall be given a paid meal period of one-half ( $\frac{1}{2}$ ) hour which the Employer may permit the employee to begin at any time within the two (2) hour period; provided however that, except in the case of an emergency, the meal periods shall begin no later than the end of the two (2) hour work period. Upon the completion of each succeeding three and one-half ( $3\frac{1}{2}$ ) continuous hours of overtime work, the employee shall be given another paid meal period of one-half ( $\frac{1}{2}$ ) hour which, except in an emergency, shall be taken no later than the end of each three and one-half ( $3\frac{1}{2}$ ) hour work period.

- (b) During Overtime, Call-outs and Pre-scheduled Overtime

A Regular Full-Time Employee or Temporary Full-Time Employee who completes three and one-half ( $3\frac{1}{2}$ ) continuous hours of callout work, or overtime work occurring at any time other than immediately following or immediately preceding the employee's regular shift shall be given a paid meal period of one-half ( $\frac{1}{2}$ ) hour which the Employer may permit the employee to begin at any time within the three and one-half ( $3\frac{1}{2}$ ) hour

work period; provided however that, except in the case of an emergency, the meal period shall begin no later than the end of the three and one-half (3½) hour work period. Upon the completion of each succeeding three and one-half (3½) continuous hours of callout work or overtime work, the employee shall be given another paid meal period of one-half (½) hour which, except in an emergency, shall be taken no later than the end of each three and one-half (3½) hour work period.

- (c) For each meal period given to a Regular Full-Time Employee or Temporary Full-Time Employee under Article 7.17(a) or Article 7.17(b) the employee shall be paid one-half (½) hour's pay at double the employee's regular rate of pay.
- (d) Where by reason of an emergency it is not feasible to give a meal period at the designated time under Article 7.17(a) or Article 7.17(b) it shall be taken as soon as practicable and in addition the Employer shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time as the employee would have been otherwise entitled to a paid meal period.
- (e) The Employer shall not be responsible for supplying nourishment to Regular Full-Time Employees or Temporary Full-Time Employees except as provided in Article 7.17(d) which would preclude a meal period to be taken at the designated time.
- (f) It is clearly understood that continuous periods of time must be worked to qualify for the paid meal period.

#### 7.18 Sick Leave Reimbursement

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

### ARTICLE 8 - COMPLAINT, GRIEVANCE AND ARBITRATION PROCEDURE

#### 8.1 Grievance Procedures

Should any difference arise between the persons bound by this Agreement concerning its interpretation, application, operation or alleged violation thereof, including any question governing the dismissal or suspension of any employee bound by this Agreement, there shall be no stoppage of work on account of such difference and an earnest effort shall be made to finally and conclusively settle the matter promptly in the following manner:

(a) Complaint Procedure

An employee shall meet with the appropriate Supervisor within ten (10) working days of the alleged incident giving rise to the complaint (with or without Union representation) to determine whether the matter can be resolved.

(b) Grievance ProcedureStep 1

The grievance shall be stated in writing on a standardized grievance form within ten (10) working days of an unsatisfactory resolution of the complaint in 8.1(a) above and shall be submitted to the Director or designate, provided, however that a grievance concerning any alleged discrepancy with respect to wage or salary matters may be stated in writing within fourteen (14) months.

The Director or designate shall reply to the employee within ten (10) working days of receipt of the grievance. If the response does not resolve the grievance, then within ten (10) working days of receipt of the response, Step 2 may be invoked.

Step 2

The grievance shall be discussed between the Labour Relations Committee of the Employer, the aggrieved employee, the Grievance Committee of the Union and/or the Business Representative of the Union. Failing settlement in this step within ten (10) working days Article 8.2 may be invoked.

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

8.2 Arbitration

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

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

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



Where the parties use a three (3) member Arbitration Board, the party who issues the Written Notice shall advise the other party of the name and address of its chosen representative on the Arbitration Board. After receiving such notice, the other party shall, within ten (10) calendar days appoint its representative on the Arbitration Board and give notice, in writing, of such appointment to the other party. The representatives of the parties concerned shall meet within ten (10) calendar days of the appointment of the last representative and endeavour to select the third member, who shall be Chairperson. If, within ten (10) calendar days of their first meeting, the two (2) representatives fail to select a third member as Chairperson, either party to this Agreement may request the Director, Collective Agreement Arbitration Bureau to appoint a Chairperson.

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

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

Wherever a stipulated time limit is mentioned in this Article, such time limit may be extended by mutual consent of both parties.

### 8.3 Dismissal and Suspension

An employee who alleges wrongful dismissal, discipline or suspension by the Employer shall be entitled to have such grievance settled in accordance with the grievance procedure set forth in Article 8. If the employee is found by a Board of Arbitration appointed under the provisions of Article 8 to be dismissed, suspended or otherwise disciplined for other than proper cause, the Board of Arbitration may:

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

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

## ARTICLE 9 - 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 Article 8.2 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 findings; and
- (b) may then or later make any one or more of the following orders:
  - (i) that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;
  - (ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitration board considers appropriate;
  - (iii) that the Employer reinstate any employee displaced by reason of the technological change;
  - (iv) that the Employer pay to that employee such compensation in respect of the displacement as the arbitration board considers reasonable.

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

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

## ARTICLE 10 - GENERAL PROVISIONS

### 10.1 Crossing Picket Lines

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

## 10.2 Changes Affecting the Agreement

The Employer agrees that any reports or recommendations made to the Commission dealing with matters covered by this Agreement including recommendations for changes in methods 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 Commission as to afford the Union reasonable opportunity to consider them and make representations to the Commission 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.

## 10.3 Definitions

- (a) "Established Position" for the purposes of this Article shall mean a position which is to be filled for twelve (12) months of each year on a full-time basis of thirty-five (35) hours per week for clerical employees and thirty-seven and one-half (37½) or forty (40) hours per week for non-clerical employees.
- (b) "Permanent Employees" shall mean and include those employees employed in any established position. In every case where an employee is employed for twelve (12) months of each year on a full-time basis, that employee shall be a permanent employee.
- (c) "Part-Time Employees" shall mean and include those employees who may be employed by the Employer for certain part-time work of a recurring but non-continuous nature or in certain temporary positions which may be filled for less than twelve (12) months of each year on a full-time basis.

## 10.4 Hand Tools

In any case where Tradespersons 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 under the terms of a guarantee or warranty.

- (a) The Employer will designate those positions or classes of positions whose incumbents are required to provide their own hand tools. In the matter of any dispute which might arise over whether or not an employee is required to provide their own hand tools, the provisions of the Grievance Procedure contained in Article 8 of the Collective Agreement will apply.
- (b) Where an employee has a hand tool break during the course of their employment the employee will be required to submit a claim by:
  - (i) reporting the broken hand tool to the employee's immediate supervisor, or designate, at the earliest reasonable opportunity, but no later than the end of the working shift during which breakage occurred; and

- (ii) giving the broken hand tool to the employee's supervisor, or designate, at the time the employee reports the claim in accordance with (b)(i) above, or at the earliest reasonable opportunity.
- (c) An employee will only be entitled to be reimbursed for the cost of the broken hand tool if the breakage of the tool occurred while the employee was carrying out their required duties and responsibilities in a proper manner.
- (d) When a claim has been accepted, the Employer will reimburse the employee for the cost of a tool of the same or equivalent make and quality as the tool which was broken provided the employee gives the supervisor or designate the original receipt for the purchase of the replacement tool.
- (e) The employee's supervisor, or designate, will determine whether the claim meets the criteria set out above. It is agreed employees will possess no right to appeal the decisions of their supervisor regarding whether the employee will be reimbursed for the cost of the broken hand tool.

#### 10.5 Occupational Health and Safety Committee

An Occupational Health and Safety Committee shall consist of three (3) representatives of the Employer and three (3) Union-appointed representatives. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the Director of Recreation.

#### 10.6 Discrimination

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

#### 10.7 Schedules

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

IN WITNESS WHEREOF the parties hereto have hereunto set their Seals.

SIGNED ON BEHALF OF THE NORTH VANCOUVER  
RECREATION AND CULTURE COMMISSION:

SIGNED ON BEHALF OF THE CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 389:

“David Stuart”

\_\_\_\_\_  
Chief Administrative Officer  
District of North Vancouver

“Yvette Mercier”

\_\_\_\_\_  
President

“Leanne McCarthy”

\_\_\_\_\_  
Chief Administrative Officer  
City of North Vancouver

“Brian Warman”

\_\_\_\_\_  
Secretary-Treasurer

“Heather Turner”

\_\_\_\_\_  
Director of Recreation and Culture  
North Vancouver Recreation and Culture Commission

May 3, 2023

\_\_\_\_\_  
Date

May 8, 2023

\_\_\_\_\_  
Date

SCHEDULE "A"NORTH VANCOUVER RECREATION AND CULTURE COMMISSION  
WAGE SCHEDULE2020 January 01 to 2021 December 31

<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
	Accounting and Budget Clerk	20
	Accounting Clerk 1	14
	Accounting Clerk 2	16
	Accounting Clerk - Cash Control	15
	Administrative Assistant	15
	Administrative and Marketing Assistant	17
	Arena Maintenance Worker	13.5
	Assistant Engineering Services Technician	18
	Attendant - Children	9
	Building Operations Supervisor	18.5
**	Building Service Worker	13
	Building Services Attendant	11
	Building Services Supervisor	18
	Buyer	20
	Cashier Receptionist	12
	Central Scheduler 1	15
	Central Scheduler 2	16
	Clerk-Stenographer	13
	Clerk Typist 1	10
	Computer Services Specialist	25
	Computer User Support Assistant	18
	Data Entry Clerk	13
	Door Attendant	8
	Fitness Advisor	17
	Fitness Programmer	20
	Junior File Clerk	10
	Leisure Access Counsellor	19
**	Lifeguard/Instructor 1	13
**	Lifeguard/Instructor 2	16
	Marketing Specialist	21
	Mental Health/Disabilities Awareness Trainer	18
	Network Support Specialist	23
	Payroll Clerk I	16
	Payroll Officer	20
	Pool Maintenance Worker	13.5
	Preschool Leader	14
	Publicity and Operations Assistant	19

SCHEDULE "A" (cont'd)

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<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
	Purchasing Clerk	16
	Recreation Cashier	11
	Recreation Facility Clerk	14
	Recreation Facility and Program Supervisor	22
	Recreation Programmer 1	17
	Recreation Programmer 2	20
	Research Analyst	21
***	Stationary Equipment Service Worker	18.5
**	Supervisor - Aquatic Programs	18
	Supervisor - Front of House	16
	Supervisor - Weight Room	18
	User Support Clerk	15
	User Support Specialist	21
***	Utility Maintenance Worker	14.5
	Volunteer - Special Needs Program	20
	Youth Programmer	20

Notes:

\*\* Employees work thirty-seven and one-half (37½) hours per week.

\*\*\* Employees may work either thirty-seven and one-half (37½) hours or forty (40) hours per week.

Pay grades followed with ".5" are for those classes which were valued for a thirty-seven and one-half (37½) hour week under the previous monthly pay plan.

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

NORTH VANCOUVER RECREATION AND CULTURE COMMISSIONRATES OF PAY

Key: A = 2020 January 01 – December 31  
 B = 2021 January 01 – December 31

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
8	A	19.66	20.44	21.26	22.09	22.93
	B	20.05	20.85	21.69	22.53	23.39
9	A	20.44	21.26	22.09	22.93	23.91
	B	20.85	21.69	22.53	23.39	24.39
10	A	21.26	22.09	22.93	23.91	24.85
	B	21.69	22.53	23.39	24.39	25.35
11	A	22.09	22.93	23.91	24.85	25.82
	B	22.53	23.39	24.39	25.35	26.34
12	A	22.93	23.91	24.85	25.82	26.89
	B	23.39	24.39	25.35	26.34	27.43
13	A	23.91	24.85	25.82	26.89	28.00
	B	24.39	25.35	26.34	27.43	28.56
13.5	A	24.24	25.27	26.33	27.30	28.48
	B	24.72	25.78	26.86	27.85	29.05
14	A	24.85	25.82	26.89	28.00	29.12
	B	25.35	26.34	27.43	28.56	29.70
14.5	A	25.27	26.33	27.30	28.48	29.66
	B	25.78	26.86	27.85	29.05	30.25
15	A	25.82	26.89	28.00	29.12	30.33
	B	26.34	27.43	28.56	29.70	30.94
16	A	26.89	28.00	29.12	30.33	31.60
	B	27.43	28.56	29.70	30.94	32.23



SCHEDULE "A" (cont'd)

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Key: A = 2020 January 01 – December 31  
 B = 2021 January 01 – December 31

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
17	A	28.00	29.12	30.33	31.60	32.90
	B	28.56	29.70	30.94	32.23	33.56
18	A	29.12	30.33	31.60	32.90	34.27
	B	29.70	30.94	32.23	33.56	34.96
18.5	A	29.66	30.87	32.14	33.47	34.90
	B	30.25	31.49	32.78	34.14	35.60
19	A	30.33	31.60	32.90	34.27	35.68
	B	30.94	32.23	33.56	34.96	36.39
20	A	31.60	32.90	34.27	35.68	37.18
	B	32.23	33.56	34.96	36.39	37.92
21	A	32.90	34.27	35.68	37.18	38.73
	B	33.56	34.96	36.39	37.92	39.50
22	A	34.27	35.68	37.18	38.73	40.35
	B	34.96	36.39	37.92	39.50	41.16
23	A	35.68	37.18	38.73	40.35	42.12
	B	36.39	37.92	39.50	41.16	42.96
24	A	37.18	38.73	40.35	42.12	43.90
	B	37.92	39.50	41.16	42.96	44.78
25	A	38.73	40.35	42.12	43.90	45.73
	B	39.50	41.16	42.96	44.78	46.64
26	A	40.35	42.12	43.90	45.73	47.69
	B	41.16	42.96	44.78	46.64	48.64
27	A	42.12	43.90	45.73	47.69	49.76
	B	42.96	44.78	46.64	48.64	50.76
28	A	43.90	45.73	47.69	49.76	51.87
	B	44.78	46.64	48.64	50.76	52.91

SCHEDULE "A" (cont'd)

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Key: A = 2020 January 01 – December 31  
 B = 2021 January 01 – December 31

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
29	A	45.73	47.69	49.76	51.87	54.07
	B	46.64	48.64	50.76	52.91	55.15
30	A	47.69	49.76	51.87	54.07	56.46
	B	48.64	50.76	52.91	55.15	57.59
31	A	49.76	51.87	54.07	56.46	58.85
	B	50.76	52.91	55.15	57.59	60.03
32	A	51.87	54.07	56.46	58.85	61.41
	B	52.91	55.15	57.59	60.03	62.64
33	A	54.07	56.46	58.85	61.41	64.07
	B	55.15	57.59	60.03	62.64	65.35

\* Eligibility for advancement from one monthly step to the next (increment) is as follows:

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

Pay Grade 15: Six (6) months' eligibility to move from step 1 to step 2; thereafter twelve (12) months' eligibility.

Pay Grade 16 and above: Twelve (12) months' eligibility.

SCHEDULE "B"NORTH VANCOUVER RECREATION AND CULTURE COMMISSIONWAGE SCHEDULEHOURLY RATES2020 January 01 - 2021 December 31Key: A = 2020 January 01 – December 31

B = 2021 January 01 – December 31

<u>Class Title</u>	<u>Effective Date</u>	<u>Steps:*</u>		
		<u>1</u>	<u>2</u>	<u>3</u>
Concession Attendant 1	A	19.65	20.06	20.50
	B	20.04	20.46	20.91
Concession Attendant 2	A	22.51	23.02	23.61
	B	22.96	23.48	24.08
Playground Leader 1	A	-	-	20.31
	B	-	-	20.72
Playground Leader 2	A	-	-	23.32
	B	-	-	23.79
Refrigeration Mechanic	A	39.67	-	-
	B	40.46	-	-
Skating Attendant 1	A	19.65	20.06	20.50
	B	20.04	20.46	20.91
Skating Attendant 2	A	23.29	24.21	24.89
	B	23.76	24.69	25.39
Gardener's Helper	A	28.09	-	-
	B	28.65	-	-
Trades I – Carpenter	A	35.37	-	-
	B	36.08	-	-
Trades II – Carpenter – Electrician – Gardener – Plumber	A	39.67	-	-
	B	40.46	-	-

SCHEDULE "B" (cont'd)

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Key: A = 2020 January 01 – December 31  
 B = 2021 January 01 – December 31

<u>Class Title</u>	<u>Effective Date</u>	<u>Steps:*</u>		
		<u>1</u>	<u>2</u>	<u>3</u>
Wading Pool Attendant	A	-	-	20.31
	B	-	-	20.72

\* Eligibility for advancement from one hourly step to the next shall be based on the completion of the equivalent of twelve (12) months' service.

SCHEDULE "C"

This is the Schedule referred to in  
Article 6.2(f) of this Agreement

MINIMUM STANDARDS IN THE MATTERS OF SENIORITY,  
JOB POSTINGS & LAYOFFS, ETC.

1. Job Postings

The matter of designating possible standards will be referred to the Joint Committee established pursuant to paragraph 28 of this Memorandum of Agreement.

2. Information in Postings

Notices shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range, and anticipated length of any temporary assignment, if posted. All job postings shall state "this position is open to male and female applicants".

3. Role of Seniority in Promotions and Transfers

All references to merit and fitness will be eliminated and will be replaced by references to skills, knowledge and ability which shall be the primary qualifications for promotions, but which, when possessed in equal amounts by two (2) or more applicants, shall be subject to seniority.

4. Layoffs

Except in the cases of Locals 23 (Outside and Foremen's Divisions) and Local 1004, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit--wide seniority, provided that an employee may bump a junior employee only in cases where the senior employee is qualified to fill the lower position.

5. Recall

Employees shall be recalled to positions for which they are qualified, in the order of their seniority, either bargaining unit-wide or by branch or by class as the case may be.

6. New Employees

No new employees shall be hired following a layoff until those who were laid off have been given a reasonable opportunity of recall as follows. The Employer shall make every reasonable attempt to contact employees in order of seniority, and employees shall be recalled in such order providing that they respond within the stipulated time limits. Upon making contact with an employee, the Employer shall specify the time when the employee shall report for work. An employee, who does

not respond within forty-eight (48) hours of the Employer's initial attempt to make contact, or who refuses to report for work, shall be dropped to the bottom of the appropriate list for recall. An employee shall report to work at the time specified by the Employer or, in extenuating circumstances, within two (2) weeks of the Employer's initial attempt to make contact. Each employee on layoff will be responsible for keeping the Employer notified of a current contact point through which the employee can be reached.

7. Advance Notice of Layoff

Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer, an Employer shall notify employees who are to be laid off at least ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work during the ten (10) days referred to above, the employee shall be paid for those days for which work was not made available.

SCHEDULE "D"

This is the Schedule referred to in  
Article 7.1(f) of this Agreement

SUPPLEMENTARY VACATIONS: EXPLANATION OF THE TABLE

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

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

Example:

An employee hired in 2011 is in their eleventh (11<sup>th</sup>) calendar year during 2021. The employee in 2021 will be credited with five (5) supplementary working days which may be taken at any time between 2021 and 2025, both years included. In 2026 the employee will be credited with a further five (5) supplementary working days, etc.

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

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

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



SCHEDULE "E"

This is the Schedule referred to in  
Article 10.3(e) of this Agreement

TEMPORARY AND CASUAL EMPLOYEES

1. Separate pools will be established for seniority purposes effective 11:59 p.m. on 1978 December 31 in each jurisdiction, i.e. one or more Regular Seniority Pools depending upon existing practice and an Auxiliary Seniority Pool.
2. Access to the Regular Seniority Pool will be extended to:
  - (a) all Regular Full-Time Employees upon completion of the probationary period contained in their respective 1978 collective agreements;
  - (b) all Temporary Full-Time Employees upon completion of the probationary period contained in their respective 1978 collective agreements;
  - (c) all Regular Part-Time Employees upon completion of the same number of hours as are applicable to a Regular Full-Time Employee occupying a similarly classified position;
  - (d) any other employee whose 1978 collective agreement provides access to the Regular Seniority Pool or Pools.
3. Upon qualifying for a Regular Seniority Pool, an employee will be credited with their full period of service or all hours worked since their first day of employment in one or other of the eligible categories, i.e., Regular Full-Time, Temporary Full-Time or Regular Part-Time. For the purposes of this paragraph 3, the expressions "full period of service" and "hours worked" shall be interpreted by each individual Employer and by its respective local Union in accordance with present agreement.
4. Access to each Auxiliary Seniority Pool will be extended to all Auxiliary employees upon the conditions set forth in paragraphs 5-19 inclusive.
5. Effective 11:59 p.m. on 1978 December 31, all Auxiliary Employees who were employed during 1978, will be credited with the total number of hours which they worked for their Employer during 1978, and all Auxiliary Employees who were employed during 1977, and who worked nine hundred (900) hours or more for their Employer during 1977, will be credited with the total number of hours which they worked for their Employer during 1977.
6. As soon as an Auxiliary Employee has worked one thousand two hundred (1200) hours within two (2) consecutive calendar years, such employee will gain entry onto the Auxiliary seniority list in their jurisdiction, and will be deemed to possess seniority.

7. Upon gaining entry onto the Auxiliary seniority list, an employee will be credited with the number of hours worked in any class of positions, and will hold class seniority in any such class accordingly.
8. An employee who has gained entry onto the Auxiliary seniority list, will continue to accumulate class seniority in any class in which the employee works in accordance with the number of hours worked in a position within such class.
9. An Auxiliary Employee's seniority will be lost as the result of a break in service with the Employer which exceeds one (1) year.
10. Where pay ranges exist, eligibility for advancement from one step to the next (increment) shall be based on the number of hours served by a regular full-time employee for such eligibility.
11. Each Employer is to elect not later than September 01, 1978 whether class seniority is to be exercised bargaining unit wide or within some narrower parameters, e.g., by program or by geographical area. Such decisions will not be made until each local union has been provided with a full opportunity to submit suggestions and to discuss the matter. In the case where any problem or disagreement arises between the local parties, it will be understood that a CUPE staff representative and the GVRD Director of Labour Relations will be available to assist such local parties.
12. The decisions of the various Employers will be reported to the CUPE JNC by the GVRD Labour Relations Department within the first week of September 1978.
13. In the event of a layoff of Auxiliary Employees within a class (whether the layoff takes place within a program, a geographical area or across the entire bargaining unit) those employees having greatest seniority within the class shall be the last ones laid off.
14. Other than as might be provided for pursuant to the terms of paragraph 14 herein, no Auxiliary Employee shall have the right to bump another employee after having been laid off.
15. An Auxiliary Employee having class seniority, and having been laid off, must, if they wish to be considered for future Auxiliary employment, elect to register with the Employer for future Auxiliary employment in which case the employee will be given preference in hiring for future vacancies within various classes on the basis of class seniority.
16. Registration for future Auxiliary employment will be made upon a standard form which will be signed and dated by the applicant and which will state the classes within which the applicant would be willing to accept a position. The completed form will be signed and dated by an authorized representative of the Employer, and both the applicant and the Union will be provided with a copy by way of receipt.

17. When an Auxiliary Employee who has attained class seniority, who has been laid off, and who has registered for future Auxiliary employment, also registers the desire to be taken into consideration for Auxiliary work in a class for which the employee does not possess class seniority, the employee shall be taken into consideration for appointment to a position within such new class on the basis of skills, knowledge and ability, and in any case where there is no registered applicant possessing seniority in the new class in question, and where the employee's skills, knowledge and ability are sufficient so as to render the employee qualified, then
- (i) if the Auxiliary Employee is the only registered and qualified applicant, they shall be appointed to the said position;
  - (ii) if the Auxiliary Employee is one of several registered and qualified applicants, the appointment to the said position shall be based on their relative skills, knowledge and ability, and if their skills, knowledge and ability are considered to be equal, then the registered and qualified applicant possessing the greatest total Auxiliary seniority with the Employer, shall be appointed.
18. Auxiliary pool seniority may be exercised commencing at 11:59 p.m. on December 31, 1978.
19. All existing practices which recognize the accumulated seniority of Auxiliary Employees, and which are clearly recognized by mutual agreement between a union and an employer, will continue to be recognized until 11:59 p.m. on December 31, 1978.
20. Fringe benefit provisions will not be altered during 1978 as the result of any of the foregoing.
21. (1) Benefits and Payment in Lieu of Benefits
- (a) Auxiliary Employees shall be paid an amount equal to twelve percent (12%) of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits set forth in Article 7 of this Agreement, provided however that those Auxiliary Employees who have gained entry onto the Auxiliary Seniority List shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earning.
  - (b) No other benefits shall be provided to Auxiliary Employees unless expressly stated in this Article 23.
  - (c) A Regular Part-Time Employee who occupies a position with a regular schedule of core hours each week equal to or greater than twenty (20) hours shall receive the following benefits:
    - (1) a payment of ten percent (10%) of regular earnings in lieu of vacation and public holiday pay;

- (2) Medical, Extended Health, Group Life and Dental on the same basis as full-time employees except the eligibility periods shall be calendar months; the Employer shall pay their contractual portion of the premiums for Extended Health, Group Life, and Dental, and the employee shall pay one hundred percent (100%) of the premium for Medical;
  - (3) sick leave coverage on a prorated basis (including a proration of the maximum sick leave accumulation), calculated on the same proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Regular Part-Time Employees shall qualify after the same eligibility period applicable to full-time employees except it shall be calendar months for Regular Part-Time Employees; and
  - (4) WCB coverage on an approximate net pay basis after completion of six (6) calendar months of employment.
- (d) Where a Regular Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph (c), the employee's current service shall count towards the benefit eligibility periods.
- Where a Regular Part-Time Employee's core hours are reduced such that the employee no longer qualifies for the benefits in paragraph (c), the benefit coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid a percentage in lieu of benefits pursuant to paragraph (e) commencing on the first of the month following the expiry of the benefit coverage.
- (e) All Regular Part-Time Employees not covered by paragraph (c) shall be paid an amount equal to twelve percent (12%) of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including those providing for time off with pay, provided however, that those Regular Part-Time Employees who have worked the equivalent of six (6) months shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings and shall be eligible for the benefits contained in paragraph (f) below.
  - (f) Upon the completion of six (6) calendar months of employment, all Regular Part-Time Employees shall also be entitled on a prorated basis to the same Bereavement Leave and Court/Jury Duty Leave and on a full basis to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Regular Part-Time Employee shall not be paid the ten percent (10%), twelve percent (12%), or sixteen percent (16%) of regular earnings when on unpaid leave of absence.

- (g) No other benefits shall be provided to Regular Part-Time Employees unless expressly stated in this Article.
  - (h) Current Regular Part-Time Employees who qualify for benefits pursuant to paragraph (c) shall be provided, as soon as possible following 1992 April 09 but no later than two (2) calendar months from that date, with a one-time choice between continuing to receive a percentage in lieu of benefits or to receive benefits pursuant to paragraph (c). Employees who do not make an election shall continue to receive a percentage in lieu of benefits. Eligible Regular Part-Time employees who elect to receive benefits shall be enrolled in the applicable benefits as soon as possible provided they have completed the respective eligibility periods (time worked prior to the date of ratification shall be considered but the benefits shall not be applied retroactively).
- (2) A public holiday will be treated as a normal working day for all Auxiliary and Regular Part-Time Employees. Thus, an employee who works on a public holiday will be paid at straight time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.
  - (3) Normal daily and weekly hours shall be deemed to be eight (8) and forty (40) respectively for all Auxiliary Employees except in the case of an Auxiliary Employee working in a position normally occupied by a Full-Time Employee whose normal hours shall be deemed to be the normal hours of the Auxiliary Employee.
  - (4) For purposes of applying overtime rates, normal daily and weekly hours for all Regular Part-Time Employees shall be deemed to be those of a Regular Full-Time Employee whose position is similarly classified.
  - (5)
    - (a) Any employee who is employed as an Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the collective agreement as operating on a seven (7) day week basis, shall be permitted to work at straight time rates for up to eight (8) hours per day on any five (5) days during a work week (which for the purposes of this clause shall be deemed to commence at 12:01 a.m. on Monday morning and to end at 11:59 p.m. on the immediately following Sunday).
    - (b) Any employee who is employed as an Auxiliary Employee in a position assigned to a class of positions which is recognized pursuant to the collective agreement as operating on a six (6) day week basis, shall be permitted to work at straight time rates for up to eight (8) hours per day on any five (5) days during the six (6) day week as defined in the collective agreement.

- (6) None of the negotiated provisions in the 1977 collective agreements permitting employees to work other than the normal work week, shall be disturbed by the provisions of paragraph (5) herein.
  - (7) Regular Part-Time and Auxiliary Employees shall be paid for overtime work at the following rates:
    - (i) Time and one-half (1½X) for the first two (2) hours worked in excess of the normal daily hours in a day;
    - (ii) Two times (2X) for hours worked beyond two (2) in excess of the normal daily hours in a day;
    - (iii) When an employee has not worked the normal weekly hours for the classification so occupied on five (5) days during the week, the employee may work on the sixth (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 normal weekly hours for the classification so occupied has been reached and thereafter overtime provisions would apply as per (i) and (ii) above. If the Employer requires an employee to work on the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) day of work in a week the employee shall be paid overtime as per paragraph (ii) above.
  - (8) No shift differential premiums will be paid to Auxiliary Employees unless they are relieving full-time employees on shifts that would otherwise carry such premiums.
  - (9) Auxiliary Employees who have completed one thousand five hundred (1500) hours in two (2) consecutive calendar years, and who subsequently become appointed to a Regular Full-Time position without a break in service, shall be entitled to benefit coverage (Medical, Extended Health, Dental, and Group Life) on the first of the month following their appointment to the Regular Full-Time position.
22. All Temporary Full-Time Employees shall be provided with benefits on the same basis as they are provided to Regular Full-Time Employees except that Temporary Full-Time Employees shall be entitled to Medical, Extended Health, and Dental Plan coverage upon the completion of six (6) months of continuous service and coverage under the Municipal Pension Plan upon completion of twelve (12) months of continuous service.
23. In any case arising after 11:59 on 1978 December 31, where Temporary Full-Time Employees are hired for a specific project and are advised at the time of being hired of the expected duration of the project, the Employer will notify the Union as soon as possible in the event circumstances subsequently arise which have the effect of terminating the project earlier than had been expected and announced.

SCHEDULE "F"

This is the Schedule referred to in  
Article 10.7 of this Agreement

A. The Employer and the Union agree as follows:

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

21. With respect to the Union's proposal for a Compressed Work Week based on present hours, it is agreed that decisions regarding whether or not, and if so, to what extent compressed work weeks should be introduced into the operations of any of the Employers, should be made in local discussions between individual Employers and their respective Local Unions. It is agreed, however, that arrangements for the conversion of fringe benefits from a five (5) day week basis to a four (4) day week basis or to a nine (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 "F".

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 five (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.

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

B. The Employer and the Union agree as follows:

The following is item 13 of the Memorandum of Agreement dated April 30, 1981 and entered into between the bargaining representatives of the Employer et al and the bargaining representatives of the Union et al:

13. Handicapped Workers

Within the limitation imposed by the Employers' unwillingness to create unnecessary work, each individual Employer is willing to make every conceivable effort in cooperation with its Union in order to provide opportunities for older, partially disabled or otherwise handicapped employees to retain employment.

APPENDIX "A"

This is the Appendix referred to in  
Section 21 of Part A of Schedule "F"

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

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

1. Basic annual working hours shall be calculated as  $260.89 \times$  daily working hours as per the five (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 eleven (11) x daily hours as per the five (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 five (5) day week;  $52.178 \times 4 \times 20 \text{ minutes} (= 69.57 \text{ hours})$  in the case of the four (4) day week; and  $52.178 \times 4.5 \times 20 \text{ minutes} (= 78.27 \text{ hours})$  in the case of the nine (9) day fortnight.
4. Employees shall have at least two (2) 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 eight (8) herein.
6. Annual Vacation entitlement and all credits for Deferred Vacation, Sick Leave benefits and Gratuity benefits shall be converted from working days to working hours by multiplying the number of days to an employee's credit by the daily working hours as per the previous five (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 eight (8) herein.



APPENDIX "A" (cont'd)

7. Notwithstanding any clause in a collective agreement to the contrary, an employee shall not receive pay for acting senior capacity where the employee has been temporarily required to accept the responsibilities and carry out the duties of a senior position because of the absence of the incumbent of that senior position due to the compressed work week.
8. In order to establish the length of the compressed work day and the compressed work week, the parties are to be governed by the principle that the basic annual working hours less basic annual public holiday hours and less annual rest period allowances are to remain the same under the compressed work week as they were under the standard work week.

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

- (a) Revert to a standard five (5) day week in any week when a public holiday occurs;
  - (b) Change days off during any week when a public holiday occurs in order that each employee will work on four (4) days in every week of the year with the sole exception being when Christmas Day and Boxing Day are observed in the same week in which case each employee will work three (3) days in that week and five (5) days in the immediately preceding week.
  - (c) Have a compressed work day off with pay for each public holiday, and owe the Employer the difference in hours between the length of the compressed work days and the length of the employee's former standard work day.
9. Whenever any doubt arises as to how the fringe benefit conversion should be made with respect to any item (whether or not covered by this Appendix "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.
  10. In the event any Employer and its respective Union wish to amend or continue an existing experimental compressed work week, or wish to introduce a compressed work week, they will be required to obtain the approval of the Joint Language Sub-Committee with respect to their proposed formula for converting employee fringe benefits.

SCHEDULE "G"

This is the Schedule referred to in  
Article 10.7 of this Agreement

EMPLOYMENT STANDARDS ACT PRINCIPLES

Effective 1984 July 12 the parties agree that the following principles are implicit in and form part of the terms of the Collective Agreement:

- (1) That, except where a provision in the Agreement or a currently accepted practice specifically contemplates otherwise, (for example, the Overtime, Callout and non-standard work week provisions) employees shall have not less than eight (8) consecutive hours free from work between each shift worked and not less than thirty-two (32) consecutive hours free from work between each week. Where an employee is required to work within the eight (8) or thirty-two (32) hour free period, the time worked during the work free period shall be subject to the appropriate overtime provisions.
- (2) That where an employee works a split shift, the shift shall be completed within twelve (12) hours of commencing such shift.
- (3) The eating period provided under the "Hours of Work" provision of the Agreement shall be scheduled so as to prevent an employee from working more than six (6) consecutive hours without an eating period. Regular Part-Time and Auxiliary employees shall not work more than six (6) consecutive hours without an unpaid eating period.

SCHEDULE "H"

This is the Schedule referred to in  
Article 10.7 of this Agreement

1986-1987 NEGOTIATIONSGroup Life Plan

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

1991-1993 NEGOTIATIONSVacation Date Adjustment

The Employer and the Union agree, for the purpose of calculating vacation entitlements only, to the following adjusted start dates for the following employees:

Schofield, Karen	1980 January 01
Marter, Peter	1980 September 24

It is understood that this adjustment to start dates shall have no retroactive effect on vacation entitlements, including supplementary vacation, or any other provision or benefit.

1994-1996 NEGOTIATIONS1. Employee Assistance Program

The Employer and the Union agree to meet to discuss the development of an Employee Assistance Program for Regular Full-Time Employees to be funded by the Employer. Any discussions to include other employees shall include discussions on the funding associated with such a program. The Joint Committee shall consist of not more than three (3) representatives from the Union and three (3) representatives from the Employer (including a representative of the GVRD). The Committee shall report its findings and any recommendations to the respective bargaining committees for the renewal of the next Collective Agreement. Where a recommendation is approved by the principals of both parties such recommendation may be implemented prior to the next round of collective bargaining.

2007-2011 NEGOTIATIONS1. Joint Committee – Auxiliary Employees – Building Services

The Employer and the Union agree to establish a Joint Committee to discuss the Union concern about shift scheduling for Auxiliary Employees in Building Services. The Joint Committee shall consist of not more than three (3) representatives of the Employer and not more than three (3) representatives of the Union. The Committee shall commence its discussions within one (1) month of a request from the Union for the Committee to meet. Any changes to the current shift schedule will be implemented on a trial basis. Following the trial, the Employer, after discussion with the Union, may continue with the trial schedule, revert to the current schedule, or implement an amended schedule.

LETTER OF UNDERSTANDING

Between

The North Vancouver Recreation Commission  
(the "Employer")

And

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

DAILY GUARANTEE

For as long as this Letter of Understanding is in force, the Employer and the Union agree to amend the Collective Agreement provisions regarding Daily Guarantee as follows:

Attendant - Children

The four (4) hour Daily Guarantee shall be reduced to two (2) hours for Regular Part-Time Employees and Auxiliary Employees classified as Attendant - Children.

Skate Attendant 1 and 2

The four (4) hour Daily Guarantee shall be reduced to three (3) hours for Regular Part-Time Employees and Auxiliary Employees classified as Skate Attendant 1 and Skate Attendant 2 for Monday to Friday only.

Current Employees

Employees working as Attendant - Children, Skate Attendant 1 and Skate Attendant 2 as of 1992 April 09 shall not have their hours reduced as a result of this Letter of Understanding.

Health, Safety and Training

The four (4) hour Daily Guarantee shall be reduced to two (2) hours for employees who are requested and agree to attend health, safety, and training events.

Door Attendant

The four (4) hour Daily Guarantee shall be reduced to two (2) hours for Regular Part-Time Employees and Auxiliary Employees classified as Door Attendant.

Supervisor – Front of House

The four (4) hour Daily Guarantee shall be reduced to two (2) hours for Regular Part-Time Employees and Auxiliary Employees classified as Supervisor - Front of House.

This Letter of Understanding shall remain in force until such time as the Employer or the Union serves a minimum of four (4) months' written notice to cancel it, it being understood that the effective date of cancellation shall coincide with the expiry of the Recreation program set which coincides with or immediately follows the expiry of the four (4) months' notice.

Upon being cancelled, the Employer and the Union shall be bound by the appropriate provisions of the Collective Agreement.

This Letter was amended 2000 October 12.

SIGNED ON BEHALF OF THE EMPLOYER:

SIGNED OF BEHALF OF THE UNION:

"Malcolm Graham"

"Neil M. Bradbury"

"Richard M. Scott"

"C. Credico"

DATED: 1992 March 11

LETTER OF UNDERSTANDING

between the

NORTH VANCOUVER RECREATION COMMISSION  
(hereinafter called "the Employer")

and the

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

FLEXIBLE HOURS OF WORK

Effective 2004 January 08, the following positions:

Aquatic Supervisors, Building Services Supervisors, and Lifeguard/Instructor 2s (forty-three (43) blocks [one and three-quarter ( $1\frac{3}{4}$ ) hrs.] = thirty-seven and one-half (37.5) hours per week or seventy-five (75) hour pay period)

Accounting and Budget Clerk, Accounting Clerk/Cash Control, Budget and Accounting Analyst, Buyer, Clerk Stenographer, Computer User Support Assistant, Fitness Advisors, Leisure Access Counsellor, Network Support Specialist, Payroll Clerk, Payroll Supervisor, Publicity and Operations Assistant, Purchasing Clerk, Recreation Facility Clerks, Recreation Programmers, Recreation Secretary, Supervisor – Weight Room, and Volunteer/Special Needs Programmer (forty (40) blocks [one and three-quarter ( $1\frac{3}{4}$ ) hrs.] = thirty-five (35) hours per week or seventy (70) hour pay period)

shall be given the option of presenting to their supervisors, by 5:00 p.m. on the Wednesday prior to each two week pay period, an alternate schedule to the 'normal' schedule which, if accepted, will take precedence over the said 'normal' schedule in keeping with the terms of the Collective Agreement and the practices of the Employer. This employee-drafted schedule shall identify forty (40) one and three-quarter ( $1\frac{3}{4}$ ) hour blocks, or forty-three (43) one and three-quarter ( $1\frac{3}{4}$ ) hour blocks, as appropriate (for ease of reference, see above), which the incumbent proposes to work during the following fourteen (14) day period. No overtime benefits shall be awarded to Staff for any work performed within the above-mentioned forty (40) or forty-three (43) blocks of one and three-quarter ( $1\frac{3}{4}$ ) hour schedules; except that if an employee is requested to work any additional periods during this fourteen (14) day period, overtime shall be awarded at the normal remuneration, as covered by the Collective Agreement.

All sick time, vacations, emergency leaves, etc. shall be charged or credited against this revised bi-weekly schedule on a pro-rated basis. This will ensure that no employee will lose any bi-weekly pay or benefits.

Management shall ensure that adequate breaks are provided during and between work periods.

In the event that the employee brings forward a request for schedule change during the two (2) week period, the Supervisor will review the request and if in agreement, will authorize the change in schedule. Requests for changes will be accepted for review up to fifteen (15) hours prior to the requested change.

When considering a flex time request, the primary consideration for determination shall be program and/or facility requirements. If these requirements are met, authorization shall not be unduly denied.

The approved schedule and any amendments shall be posted in the most accessible location in the facility.

Executed this 31<sup>st</sup> day of March, 1998.

ON BEHALF OF THE NORTH VANCOUVER  
RECREATION COMMISSION:

\_\_\_\_\_  
"Bruce Ray"

ON BEHALF OF THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 389:

\_\_\_\_\_  
"Cindy McQueen"

AMENDED DURING THE DRAFTING OF THE 2000-2002 AND 2003-2006 COLLECTIVE AGREEMENTS.