

1997 - 1998

SOURCE	CO.		
NO.	97	01	01
TERM.	99	12	31
NO. OF EMPLOYEES	410		
SOURCE IDENTIFICATION	A.H.		

COLLECTIVE AGREEMENT

BETWEEN THE

**GREATER VANCOUVER
REGIONAL DISTRICT**

AND THE

TEAMSTERS LOCAL UNION NO.

31

1997-1999
COLLECTIVE AGREEMENT
 between the
GREATER VANCOUVER REGIONAL DISTRICT
 and the
TEAMSTERS LOCAL 31

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THIS AGREEMENT made and entered into as of 1 January 1997,

BETWEEN:

THE GREATER VANCOUVER REGIONAL DISTRICT

(hereinafter called "the Employer")

OF THE FIRST PART

AND:

TEAMSTERS. LOCAL 31

(hereinafter called the "Union")

OF THE SECOND PART

COVERAGE

WHEREAS the Employer is an employer within the meaning of the "Labour Relations Code";

AND WHEREAS the Union is the bargaining authority for the Employer's clerical, technical, administrative and professional employees at 4330 Kingsway, Burnaby, B.C. V5H 4G8, but excluding:

- (a) Employees represented by the Greater Vancouver Regional District Employees' Union and classified as (Outside Employees).
- (b) Those excluded by the Labour Relations Code on the date the vote for certification was conducted.
- (c) Those excluded by Agreement between the parties signatory to this Agreement.

THIS AGREEMENT shall constitute the wages and working conditions for the employees so certified.

1. **TERM OF AGREEMENT**

X

This Agreement shall be for a term of three (3) years with effect from 1997 January 01 to 1999 December 31, both dates inclusive. Should either party at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code, this

Agreement shall continue in full force and effect, and neither party shall ~~make~~ any change or alter the terms of this Agreement until:

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

whichever occurs first.

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

2. DEFINITIONS

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

- (a) "Regular Full-Time Employee" means an employee who is employed **on** a full-time basis for 36¼ or such other number of weekly hours as is recognized **in this** Agreement as normal for a particular class of positions, for an indefinite period of time.
- (b) "Temporary Full-Time Employee" means an employee who is employed **on** a full-time basis for 36¼ or such other number of weekly hours as is recognized in this Agreement **as normal** for a particular class of positions, for a definite and limited period of time (which may be extended or curtailed by circumstances which could not be foreseen at the time of hiring).
- (c) "Regular Part-Time Employee" means an employee who is employed on a regular part-time schedule of weekly hours which are **less** than the number constituting full-time employment for a particular class of positions, for an indefinite period **of** time.
- (d) "Auxiliary Employee" means **an** employee other than an employee defined in Clause 1(a), 1(b) and 1(c).

3. UNION SECURITY

3.1 Membership

All present employees who are now members of the Union shall remain members of the Union. Effective 1997 November 04, all new employees covered by this Agreement shall immediately become members of the Union. 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.

3.2 Dues

All employees covered by the Union Certificate of Bargaining Authority shall pay a monthly fee to the Union equal to the Union's monthly dues, such payment to be made by payroll deduction. Effective 1997 November 04, this deduction shall become effective on the first pay period following the date of appointment. Deductions shall be made in respect of all subsequent months provided an employee works any part of the month.

3.3 Access to Employer Premises

The Union representative may have access to Employer property where members covered by this Agreement are employed. Such access must have the approval of the Personnel Administrator or designate, and it is of prime importance that the normal work schedule be undisturbed.

3.4 Seniority Lists

The Employer will supply the Union with a seniority list at twelve (12) month intervals

4. RIGHTS OF MANAGEMENT

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

5. REMUNERATION

5.1 Salary Schedule

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

5.2 Shift Differential

Employees in the following classes shall have the benefit of the following provisions:

The classes of work for which **shift** differentials were paid under the Collective Agreement made between the Employer and the **Union** and dated as of **January 1, 1979**, and any other positions by mutual agreement of the Employer and the **Union**, shall be paid a **shift** differential of seventy-five cents (**75¢**) per hour for all regular **hours** worked more than one hour on either side of the **normal hours of work** as defined in Clause 11.1(b), provided that where the majority of an employee's regular hours of work fall outside the period described above, the **shift** differential shall apply to the entire shift.

5.3 Increment Dates

Subject to "c" below,

- (a) Employees shall be considered for incremental increases following the anniversary date(s) of their employment, promotion, demotion or reclassification after a regular review of their performance and any adjustment shall occur at the beginning of the bi-weekly pay period the first day of which is nearest the calendar date of the pay adjustment.
- (b) In classes for which increments are provided on a six (6) month basis employees shall be eligible for review and implementation of the next increment at six (6) month intervals after their date of employment, promotion, demotion or reclassification.
- (c) In Pay Grades 9 to 14: 6 month eligibility to move from Steps 1 to 2 and 2 to 3; thereafter 12 month eligibility applies;
 - Pay Grade 15: 6 month eligibility to move from Step 1 to Step 2; thereafter 12 month eligibility applies;
 - Pay Grade 16 and above: 12 month eligibility applies.

5.4 Effective Date for Individual Adjustments

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

5.5 Derivation of Bi-Weekly Rates for Salaried Employees

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

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

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

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

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

5.7 Premium Pay for Fluency in a Second Language

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

6. PAY FOR ACTING SENIOR CAPACITY

When an employee is temporarily appointed to 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 each full day the duties of the senior position are carried out at the minimum rate in the scale for such senior position except where the salary received in the employee's own position is equal to, or exceeds the minimum of the senior position in which case the next higher rate in the pay range of the senior position shall be paid. No payment shall be made for appointments of less than a full day.

Appointments of employees to a level of higher responsibility **must** be authorized either orally or in writing, by the Head of the Department and will **not** be considered **as a** temporary promotion.

7. **MILEAGE ALLOWANCE**

- (a) Mileage allowances as provided for **in** Letters of Information periodically provided to the **Union** by the Employer.
- (b) Employees called to return to work **after** completing their normal hours **of** work, or **on** a rest day or public holiday **will** be reimbursed for the equivalent of **their** mileage **as** provided for in Letters of Information **from** home to job **location** and from the job location to their home **after** completion of the work **required**.

8. **OVERTIME, CALLOUT AND STANDBY - MEAL BREAKS**

8.1 **Overtime**

- (a) Every employee who is required by the Supervisor to work overtime shall at the time of working such overtime elect whether to be paid for it or receive compensating time **off** in lieu thereof and may receive the same in accordance with, and to the extent provided, if any, in the following provisions of this Clause 8.1.
- (b) Regular Full-Time Employees and Temporary Full-Time Employees shall be entitled to overtime compensation for all overtime worked:
 - (i) immediately following the employee's regular shift;
 - (ii) immediately preceding the employee's regular **shift** consequent upon an oral or written notice given prior to the end of the employee's previous **Shift**;
 - (iii) at any other time than **at** the times set forth in items (i) or (ii) of **this** Clause 8.1(b) consequent upon an oral or written notice given prior to the end of the employee's previous shift.
- (c) Regular Full-Time Employees and Temporary Full-Time Employees who elect to be paid for overtime worked shall be paid for the performance of overtime work scheduled by the Employer under Clause 8.1(b) at the following overtime rates:

- (i) time and one-half the regular rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
 - (ii) double the regular rate of pay for all overtime in excess of the first two (2) hours thereof worked immediately preceding or immediately following an employee's regular shift on any regular working day of the employee;
 - (iii) double the regular rate of pay for all overtime worked at any other time than at the times set forth in items (i) or (ii) of this Clause 8.1(c). Employees shall be paid a minimum of one and one-half (1½) hours at double time for overtime worked pursuant to this paragraph (b)(iii).
- (d) **An** employee who has worked overtime and who requests compensating time off in lieu of being paid for overtime may be given such compensating time off providing the granting of such time off shall be at the discretion of the department head. Compensating time off will be equivalent to the number of hours for which the employee would have been paid for the overtime worked. (Such overtime shall be calculated in the manner set forth in Clause 8.1(c).) Provided, however, that if the employee does not receive all the compensating time off by August 31 of the year next following the year in which the overtime was worked entitling the employee to such compensating time off, or prior to leaving the service of the Employer for any reason, whichever event occurs first, the employee shall be paid in cash for the overtime for which no compensation was received at the rate at which it was earned.

8.2 Callout

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

- (a) **An** employee who is called back to work by the Employer at any time after the completion of the regular shift, except where such employee is required to work overtime as a consequence of an oral or written notice given prior to the end of the employee's previous shift as provided in Clause 8.1(b), shall be paid at the rate of double the regular rate of pay for the time actually worked and in addition thereto one (1) hour at double the regular rate of pay for travelling time to and from home. Except as otherwise provided in Clause 8.2(b) an employee who is called back to work under this Section 8.2 shall be paid a minimum of three (3) hours (the minimum includes one (1) hour for travelling time) at double the regular rate of pay.
- (b) **If**, after a callout, an additional call or calls are made upon the employee before the expiry of the minimum three (3) hour period or before arrival home,

whichever shall last occur, the additional call or calls shall not qualify the employee for an additional **minimum** three (3) hour period or periods but the employee shall be paid at double the regular rate of pay for the time actually worked and **an** additional one (1) hour at double the regular rate **of** pay for travelling time to and **from** home. Where two (2) separate **calls** are completed by the employee within a three (3) hour period the employee shall be paid at double the regular rate of pay for a **minimum** of four (4) hours (the **minimum** includes two (2) hours for travelling the).

- (c) Notwithstanding the callout minimum, an employee who is at the **work** place prior to the commencement of the employee's regular **shift** and who is **required** to commence work **prior** to the commencement of the employee's regular **shift**, shall be paid in accordance with the overtime provisions for the **actual time** worked prior to the commencement of the employee's regular shift.

8.3 Standby

- (a) Employees who stand by for a call to work between the end of a normal day **shift** on the first day of work in a normal work week as defined in Clause 11.1 (excluding public holidays) and the commencement of a normal day **shift** on the last day of work in the normal work week shall be paid one (1) hour's pay at the employee's regular rate of pay for each period of eight (8) hours that the employee stands by in addition to any callout pay to which there may be entitlement under Clause 8.2.
- (b) Employees who stand by for a call to work at any time except employees who stand by for a call to work under Clause 8.3(a) shall be paid one (1) hour's pay at the employee's regular rate of pay for each period of **six** (6) hours that the employee stands by in addition to any callout pay to which there may be entitlement under Clause 8.2.
- (c) Where the period of time which an employee stands by under this Clause 8.3 exceeds a multiple of six (6) hours or eight (8) hours (as the case may be) the employee shall be paid one (1) hour's pay at the rate provided in this Clause 8.3 for the remainder of the standby time unless the remainder is not more than **one-half** (%) of the standby period of six (6) hours or eight (8) hours (as the case may be) in which event the amount payable to the employee for the remainder shall be one-half (½) hour's pay at the rate provided in this Clause 8.3.

8.4 Meal Periods

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

(i) During Overtime

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

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

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

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

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

- (b) For each meal break given to an employee under this Clause 8.4(a)(i), (ii), or (iii) the employee shall be paid, effective 1998 January 01, one-half ($\frac{1}{2}$) hour at the employee's regular rate of pay.
- (c) Where by reason of an emergency it is not feasible to give a meal break at the designated time under this Clause 8.4(a)(i), (ii), or (iii), it shall be taken as **soon** as practicable and in addition the Employer shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time **as** the employee would have been otherwise entitled to a paid meal break.

9. VACATIONS AND PUBLIC HOLIDAYS

Paid annual vacations for employees covered by this Agreement shall be allowed **as set** out hereafter, with scheduling of all vacations to be governed by the following principles:

- (a) Employees will request their vacation period **no** later than February 28th of the year in which the vacation is to be taken.
- (b) Management will respond **no** later than the March 31st following. In the event that there is a duplication or a conflict of vacation dates with other employees **in** the particular section, or in the event vacation cannot be scheduled **as** requested, the department supervisor **will** meet with the employees concerned and work out an acceptable alternative.
- (c) Employees who are unable to indicate their vacation choice by February 28 of the year in which the vacation is desired will do so **soon thereafter as** possible and such vacation period **will** be subject to mutual agreement with the department supervisor.

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

- (a) Employees leaving the service **in** less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with **Part 4** of the Employment Standards Act.
- (b) In the first part calendar year of service, vacation will be granted **on** the basis of one-twelfth ($1/12$) of ten (10) working days for each month or portion of a month greater than one-half ($1/2$) worked by December 31st.
- (c) During the second up to and including the seventh calendar year of service of the employee, an employee shall be granted an annual vacation of fifteen (15) **working** days.
- (d) During the eighth up to and including the fifteenth calendar year of service of **an** employee, an employee shall be granted **an** annual vacation of twenty (20) working days.
- (e) During the sixteenth up to and including the twenty-fifth calendar year of service of an employee, **an** employee shall **be** granted an annual vacation of twenty-five (25) working days. Effective 1998 January 01, during the sixteenth up to and including the twenty-third calendar year of service, an employee shall be granted an annual vacation of twenty-five (25) working days.
- (f) During the twenty-sixth and all subsequent calendar years of service of the employee, an employee shall be granted an annual vacation of thirty (30) working days. Effective 1998 January 01, during the twenty-fourth and all subsequent calendar years of service, **an** employee shall **be** granted an annual vacation of thirty (30) working days.

- (g) Employees who leave the service **after** completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth ($1/12$) of **their** vacation entitlement for that year for each month or portion of a month greater than one-half ($1/2$) worked to the date of termination.

PROVIDED THAT

- (h) "Calendar Year" for the purposes of **this** Agreement shall mean the twelve-month period from January 1st to December 31st inclusive.
- (i) In all cases of terminations of service for any reason, adjustment will be made for any overpayment of vacation.
- (j) Effective January 1, 1978 **all** Regular Full-Time Employees who terminate their employment with the Employer **after** having reached minimum retirement **age as** defined in the Pension (Municipal) Act, shall in their year of retirement be entitled to their full annual vacation with pay. All other employees upon terminating their employment shall in their year of termination receive entitlement pro-rated in accordance with the number of months worked in that year.
- (k) In case of proven illness during vacation periods, supported by a doctor's certificate if requested by the Employer, employees may apply for sick leave for the period of their proven illness and have an equivalent amount of their vacation rescheduled.
- (l) (i) **An** employee who is entitled to four (4) weeks **or** more annual vacation may opt to defer the taking of not more than one (1) week of such annual vacation in any year;
- (ii) **An** employee who is entitled to five (5) weeks of annual vacation may opt to defer the taking of not more than two (2) weeks of such annual vacation in any year,

PROVIDED HOWEVER THAT the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause 9.1(l) shall be four (4) weeks.

- (m) Early Retirement

An employee entitled to twenty-five (25) or more days of annual vacation shall be entitled to defer up to five (5) days per year of the 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.

(n) Supplementary Vacation

- (i) Each employee shall be entitled to the following paid vacation (supplementary vacation) in addition to the annual vacation under Clause 9.1. Each employee upon commencing the eleventh, sixteenth, ~~twenty-first~~, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service shall become entitled to five (5) working days of supplementary vacation.
- (ii) It is understood between the parties that each employee shall become entitled to supplementary vacation under this Clause 9.1(n) on the first day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain the supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies. (An explanatory note and table is annexed hereto as Schedule "C" for the purposes of clarification.)

9.2 Public Holidays

- (a) Regular Full-Time Employees and Temporary Full-Time Employees shall be entitled to a holiday with pay on the following public holidays, namely: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day designated by the Employer to be a holiday.

PROVIDED THAT

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

lieu of such public holiday on the day so designated, or pay the employees in lieu of such public holiday at their respective rates of pay;

EXCEPT THAT:

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

- (ii) Notwithstanding anything contained in this Clause 9.2(a) whenever one of the aforementioned public holidays, other than Christmas Day and Boxing Day, fall on a Saturday or Sunday, instead of having all the employees observe the public holiday on the same day the Employer may declare both the Friday immediately preceding such public holiday and the Monday immediately following the same for the observance of such public holiday and such of the employees as shall be designated by the Employer in such declaration shall be entitled to a holiday with pay in lieu of such public holiday on the Friday named by the Employer and the remainder of the employees shall be entitled to a holiday with pay in lieu of such public holiday on the Monday named by the Employer.
- (b) **An** employee who is required to work on a public holiday defined in Clause 9.2(a) which falls ~~on~~ or ~~is~~ observed on any day considered to be part of the employee's regular work week shall be paid at double the regular straight time hourly rate of pay for the hours worked ~~on~~ the holiday in addition to pay for the holiday at the regular straight time rate. For the purposes of this Clause 9.2(b), a public holiday does not include a holiday declared by the Employer pursuant to

Clause 9.2(a)(ii) unless the employee is entitled to that holiday with pay ~~in lieu~~ of a public holiday.

(c) Pay for Hours Worked on Public Holidays

The premium rate which is paid for hours worked on public holidays is not to be treated as an overtime premium but overtime rates will become applicable if work on a public holiday extends beyond the employee's normal daily hours.

(d) Observation of Public Holidays

Whenever a public holiday falls on a Saturday or a Sunday and is observed on a weekday, that weekday shall be treated as the public holiday for purposes of attracting premium rates for employees whose duties normally require them to work on that day, and work performed on the Saturday or Sunday shall not attract public holiday premium rates. However, if prior to the beginning of any calendar year an individual Employer and its corresponding Union agree to recognize the Saturday or the Sunday as the premium day for those employees whose duties normally require them to work on public holidays, they may do so, but there may only be one premium day for such employees with respect to any one public holiday.

10. EMPLOYMENT BENEFITS

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

10.1 Benefit Administration

Subject to the Letter of Understanding attached to the Joint Memorandum of Agreement dated 1986 June 17, the Employer has the sole responsibility for all aspects of the administration of the health and welfare benefit plans.

10.2 Medical Services Plan (M.S.P.) and Extended Health Benefits

Medical

- (a) M.S.P. coverage is available for Regular Full-Time Employees and Temporary Full-Time Employees on the first of the month following date of employment. The Employer will pay 60% of the premiums and the employees shall pay forty percent (40%) of the premiums.

- (b) M.S.P. is available on a voluntary basis and employees may be omitted from coverage at their written request to the Employer.

Extended Health

- (c) (i) Regular Full-Time Employees and Temporary Full-Time Employees who have completed six months' continuous service shall be entitled to be insured under the Extended Health Care Plan. The provision of the benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits, a vision care option (\$175.00 per person (effective 1998 January 01, \$250.00 per person), payable per twenty-four (24) month period), coverage for hearing aids, orthopedic shoes, effective 1998 January 01 - coverage for orthotics in the amount of \$150.00 per person per year, diabetic equipment and supplies, ostomy supplies, and clinical psychologist services (effective 1998 January 01, \$600.00 per year). The EHB lifetime maximum coverage under this Plan will be \$1 million dollars per person.
- (ii) The Employer shall pay sixty percent (60%) of the premium and the employees shall pay forty percent (40%) of the premium for the Extended Health Care Plan. Effective 1998 January 01, the Employer shall pay seventy percent (70%) of the premium and the employees shall pay thirty percent (30%) of the premium for the Extended Health Care Plan.
- (iii) Effective 1997 November 04, Regular Part-Time and Auxiliary Employees who have completed a minimum of 1044 hours' continuous service and are appointed to a Regular Full-Time position without a break in service, shall be entitled to benefit coverage on the first of the month following their appointment to the Regular Full-Time position. For those employees who have less than 1044 hours the full benefit waiting period shall be served.

10.3 Dental Services Plan

All Regular Full-Time Employees who have completed six (6) months of continuous service and all Temporary Full-Time Employees who have completed one (1) year of continuous service are entitled to participate in the Plan on the following basis:

- (a) Basic Dental Services (Plan A) paying for 80% of the approved schedule of fees;
- (b) Prosthetics, Crowns and Bridges (Plan B) paying for 50% of the approved schedule of fees;

- (c) Orthodontics (Plan C) paying for 50% of the approved schedule of fees to a lifetime maximum of **\$1500** (effective **1998 January 01, \$1750**; effective **1999 January 01, \$2000**) for dependent children and adults ~~as defined~~ by the Plan;
- (d) The Employer shall pay **sixty** percent (60%) and the employees shall pay forty percent (40%) of the premiums, for the entire dental plan and the employees' contributions shall be made by payroll deductions. Effective 1998 January 01, the Employer shall pay seventy percent (**70%**) of the premium and the employees shall pay thirty percent (30%) of the premium for the Dental Services Plan.
- (e) Effective **1997 November 04**, Regular Part-Time and Auxiliary Employees who have completed a minimum of **1044** hours' continuous service and are appointed to a Regular Full-Time position without a break in service, shall be entitled to benefit coverage on the first of the month following their appointment to the Regular Full-Time position. For those employees who have **less than 1044** hours the full benefit waiting period shall be served.

10.4 Group Life/AD&D

The Group Life Insurance coverage, including Accidental Death and Dismemberment (AD&D) for all Regular Full-Time Employees who have completed three (**3**) months of continuous service and Temporary Full-Time Employees who complete **six (6)** months of continuous service shall be calculated on the basis of one and ~~one-half~~ (1%) times annual salary and shall be computed to the next lower multiple of **\$1,000.00**. The Employer shall pay sixty percent (60%) of the premiums and the employee shall pay forty percent (40%) of the premiums to the date of the employee's retirement.

Effective 1997 November 04, Regular Part-Time and Auxiliary Employees who have completed a ~~minimum~~ of **1044** hours' continuous ~~service~~ and are appointed to a Regular Full-Time position without a break in service, shall be entitled to benefit coverage on the first of the month following their appointment to the Regular Full-Time position. For those employees who have less than 1044 hours the full benefit waiting period shall be served.

10.5 Same Sex Benefit Coverage

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

10.6 Sick Leave Plan to Become Effective 1976 January 01

Effective 1976 January 01, Regular Full-Time Employees and Temporary Full-Time Employees shall be entitled to the benefits of the Accumulative Sick Leave and Gratuity Plan as follows:

10.6.1 Sick Leave Credits—Accumulation

- (a) Employees are eligible for a maximum of 20 sick leave days per annum. Sick leave of 10 working days shall be credited semi-annually on June 30th and December 31st commencing with the completion of the first six months of service at which date 10 working days' credit shall be given.
- (b) Sick leave entitlement at a given date shall be the accumulated credit at the last semi-annual date less any sick leave with pay taken subsequent to that date.
- (c) Unused sick leave credits including the unused sick leave credits accumulated under Schedule "D" may accumulate to a maximum of 261 working days.
- (d) Sick leave credits shall continue to accumulate during periods of absence of up to 12 months due to illness or accident.
- (e) Sick leave shall not be credited in the following circumstances:
 - (i) Leave with or without pay for a reason other than illness.
 - (ii) Suspension without pay.
- (f) Where an employee is absent due to illness and sick leave credits are exhausted, no further credits are posted to the employee's record unless the employee has returned to duty for at least five (5) consecutive working days.

10.6.2 Sick Leave Use

- (a) Subject to paragraph (b) no sick leave with pay shall be granted except after six (6) months' continuous service in the employ of the Employer.
- (b) Regular Full-Time Employees who have completed thirty (30) calendar days of continuous service and Temporary Full-Time Employees who have been hired to work for a term of six (6) months or more and have completed thirty (30) calendar days of continuous service shall be entitled to an advance of not more than five (5) days of sick leave with pay; PROVIDED THAT if any such employees have been advanced sick leave with pay under this paragraph and leave the service of the Employer for any reason prior to the completion of six

(6) months of continuous service, the advanced payment shall be repaid to **the** Employer by deduction ~~from~~ the employee's pay cheque.

- (c) A deduction shall be made **from** accumulated sick leave credit **of** all working days absent with pay due to illness except those resulting ~~from~~ **an** accident on **the** job for which the employee is covered by Workers' Compensation payments.

Note: A deduction of $\frac{1}{2}$ day shall be made for late arrivals or early departure, due **to** illness, of over 2 hours.

- (d) For those employees listed in Schedule "D", sick leave used after June 1976 is to be taken **from** sick leave credited **from** January 1, 1976. Sick leave credited after January 1, 1976 is to be exhausted before sick leave accumulated prior to **January** 1, 1976 is used.
- (e) Any employee requesting sick leave with pay may be required to produce a certificate **from** a duly qualified medical practitioner licensed to practice in the Province of British Columbia certifying that the employee's duties **are** unable to be carried out due to illness.

10.6.3 Gratuity Plan

- (a) How Accumulated

A credit of three (3) working days per annum shall be given to employees for each year of service, or for part of a year, a credit of one (1) day for each four (4) months of service', which may be accumulated to a maximum of 120 working days.

*This applies to 1st and final years of service only.

- (b) Deduction

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

- (c) Establishment

Regular Full-Time Employees shall be credited with accumulated gratuity days only after the completion of six (6) months' service, such entitlement to be

calculated from the effective date of employment. Temporary Full-Time Employees shall be credited with accumulated gratuity days only after the completion of one (1) year's service.

(d) Gratuity Leave

An employee who has completed not less than three (3) years of continuous service may be granted leave up to the number of gratuity days that have been accumulated, PROVIDED **HOWEVER** THAT:

- (i) Subject to (d)(ii), an employee who has completed not less than three (3) years of continuous service may be granted leave of up to the number of gratuity days that have been accumulated.
- (ii) **An** employee's right to gratuity leave shall be subject at **all times** to the exigencies of the employee's Department **and** to the discretion of the Department Head.

(e) Payment in Cash

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

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

Payment of the amount of gratuity, or any part thereof calculated as of the termination date of service with the Employer may, with the employee's consent, be delayed for a period not exceeding twelve (12) months. if an employee desires to delay the payment of any of the gratuity, the employee shall notify the Personnel Administrator to that effect prior to the last day that the employee actually works for the Employer. The delayed amount shall be paid in a single sum, plus interest, for the period of the delay at a rate to be determined from time to time by the Treasurer of the Employer.

10.7 Employment Insurance Rebate

Effective 1997 November 04, the Union agrees that the employees' share of the Employment Insurance Rebate shall be retained by the Employer to partially offset the cost of benefits.

10.8 Royal Trust Retirement Savings Plan

The plan for Regular Full-Time Employees will **take** effect at the commencement of employment or **on** the date of signing the required application, whichever **is** later. Temporary Full-Time Employees may participate after one (1) year of continuous service.

The Employer will contribute one and one-half percent (1½%) of the basic salary and the employee covered **will** contribute an equal amount.

10.9 Workers' Compensation

- (a) Salaried employees under Workers' Compensation Allowance **will** be paid approximate net salary for a maximum of one year **and** be credited with **normal** sick leave entitlement for that year. The sick leave credit **will** be charged with the time in excess of one year and the Employer **will** receive the Workers' Compensation Board cheque for the **full** period.
- (b) Employees receiving Workers' Compensation Allowance for a recurrence of **an** injury or ailment suffered prior to employment **on** the Employer's salaried **staff's** **will** not be subject to payment of approximate net salary.

10.10 Workers' Compensation and Sick Leave Payments

- (a) Where an employee suffers from a disease or illness or incurs personal **injury** (which disease, illness or injury is hereinafter called the "disability") and is entitled to time loss compensation therefor under the Workers' Compensation Act, the employee shall not be entitled to use sick leave credits for time lost by reason **of** any such disability except as provided in 10.9(a).
- (b) All monies received by an employee by way of compensation for **loss** of wages under the said Act shall be paid to the Employer in return for which the Employer shall pay the employee, the approximate net salary **to** which the employee would have been otherwise entitled but for the disability suffered.
- (c) Where **an** employee is paid wages by the Employer while absent from employment by reason of any disability other than one for which there is entitlement to receive Workers' Compensation benefits, and the employee subsequently recovers such wages or any **part** thereof from any source, then the employee shall pay the amount **so** recovered to the Employer. Upon the Employer **receiving** such amount, it shall credit the employee paying the same with the number of days of sick leave proportionate to the amount **so** recovered, and in addition thereto the number of days which the employee would have earned under the Gratuity Plan during the period of the disability but for such disability.

10.11 Pension (Municipal) Act

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

10.12 Leaves of Absence

(a) Without Pay

May be granted by the Department Head **providing** the employee can be spared without materially affecting the operation of the Department.

(b) With Pay

(i) The Employer may grant leave of absence with pay to employees who are writing examinations or attending seminars or conferences where the subject of the examination, seminar or conference is directly concerned with Employer duties or interest.

(ii) Such leaves shall be at the sole discretion of the Department Head.

10.13 Compassionate Leave

(a) In the event of the death of an employee's spouse (including common-law spouse and same **sex** partner), child, ward, foster child, brother, sister, parent, parent-in-law, grandparent, grandchild, **guardian**, or other relative not specifically mentioned herein if living in the employee's household, the employee shall be granted a period of leave not to exceed three (3) **working** days without loss of pay. For purposes of Compassionate Leave, employees in same sex relationships as defined under Clause 10.5 shall be entitled to the provisions of this clause.

(b) Any employee who qualifies for compassionate leave without **toss** of pay under Clause 10.13(a), and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) **working** days.

- (c) Requests for leave under paragraphs (a) and (b) herein shall be submitted to the employee's Department Head who will determine and approve the number of days required in each case.
- (d) **An** employee who qualifies for compassionate leave without **loss** of pay under paragraph (a) herein may be granted such leave when **on** annual vacation if approved by the Department Head. **An** employee who is absent **on** sick leave with or without pay or who is absent **on** Workers' Compensation, shall not be entitled to such compassionate leave without **loss** of pay.
- (e) Upon application to, and upon receiving the permission of the Department ~~Head~~, an employee may be granted leave of up to one-half(%) day without **loss** of pay in order to attend a funeral as a pallbearer or a mourner other than **one** covered by paragraph (a) herein.

10.14 Maternity and Parental Leave

(a) Length of Leave

(1) Birth Mother

A pregnant employee shall be entitled to up to eighteen (18) consecutive weeks of maternity leave and up to twelve (12) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

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

(2) Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to twelve (12) consecutive weeks of parental leave without pay. The employee shall commence the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee. **An** employee shall be entitled to an extension of up to fourteen (14) consecutive weeks without pay immediately following the parental leave.

(3) Extensions - Special Circumstances

An employee shall be entitled to extend the maternity leave by up to **an** additional six (6) consecutive weeks' leave without pay where a physician

certifies the employee as unable to return to work for medical reasons related to the birth.

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

Provided however, that in no case shall the combined maternity and parental leave exceed thirty-two (32) consecutive weeks following the commencement of the leave.

(b) Notice Requirements and Commencement of Leave

- (1) **An** employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) **An** employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- (3) The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- (4) **An** employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (5) **An** employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.
- (6) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, maternity leave will be deemed to have started on the date of birth.

(c) Return to Work

On resuming employment an employee shall be reinstated to the previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

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

(e) Benefits

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

10.15 Court Attendance and Jury Duty

- (a) Jury Duty and Witness Fees--Any employee who is called for Jury Duty or is subpoenaed as a witness will be allowed time off during the period of such duty.

The regular pay will be continued and any remuneration received for such duty will be remitted to the Payroll Division.

- (b) The Employer will not make allowance for payment of additional transportation costs, parking fees, lunches or other incidental expenses incurred while on such duty, nor shall these costs be deducted from the fees received.
- (c) Employees called for Jury Duty selection and subsequently released without being selected for the jury will return to work immediately thereafter in order to be eligible for payment on that day.
- (d) For purposes of this clause, "court" includes Provincial Court, Family Court, Traffic Court, Coroner's Court, and Supreme Court,
- (e) In cases where an employee's private affairs have occasioned a Court appearance, such leave to attend at Court shall be without pay.

11. WORKING CONDITIONS

11.1 Work Week

- (a) Subject to the exception listed in Clause 11.1(c), the normal work week shall consist of five (5) consecutive working days, from Monday to Friday inclusive.
- (b) The normal hours of work of employees shall be from 8:00 a.m. to 4:00 p.m. except as otherwise specified by the Departmental supervisor with the lunch and rest periods of 45 minutes and 15 minutes respectively. Sections which, because of the scope of their work, could not efficiently operate during the above listed hours, shall have their work periods jointly reviewed and mutually adjusted.
- (c) In departments where operations other than Monday to Friday are required, the normal work week may be any five (5) days with two (2) consecutive days of rest.
- (d) A Committee of four (4), two appointed by Management and two appointed by the Union, will meet at the request of either party after the Agreement is signed in order to study and to make recommendations for or against a flexible work schedule in any Department covered by this Agreement where such schedules are not now in effect. The Committee will act in an advisory capacity and the implementation of any recommendation(s) will be subject to approval of the Department supervisor.

- (e) **An** individual employee's daily start time may **be** varied by up to **one-half** ($\frac{1}{2}$) hour in either direction by mutual agreement between **the** employee **and** supervisor, subject to the operational requirements of the Employer, **provided** that such variance shall not trigger overtime, **shift** premium, or any other premium payment.
- (f) **Notwithstanding** any other provision contained **in** this Clause, employees who **are** employed as:

Special Events Coordinator
 Special Events Assistant
 Volunteer Coordinator
 Park Planner **I**
 Park Planner **II**
 Park interpreter Specialist

may be required to work a flexible work schedule such that:

- (1) employees shall work one hundred and forty-five (**145**) hours in each four (**4**) week period (two (**2**) pay periods);
- (2) employees shall be entitled to at least eight (**8**) days off during each four (**4**) week period (exclusive of vacation or other approved leaves);
- (3) lunch breaks and rest periods shall be in accordance with the Collective Agreement except where the day exceeds seven and one-quarter (**7%**) hours in which case additional breaks will be taken in accordance with Schedule "F", paragraph (3), of **this** Agreement;
- (4) scheduling of the specific hours of work in each day, including scheduling of days off each four (**4**) week period, will be done by the affected employees with the concurrence **of** the supervisor; however, **no** work day may exceed **fifteen** (**15**) hours in duration;
- (5) where employees are required to work overtime they shall be compensated as follows (not as provided in Clause **8.1**):
 - (a) one and one-half times ($1\frac{1}{2}$ ~~X~~) the regular rate of pay **for** the **first** sixteen (**16**) hours worked in excess of one hundred **and** forty-five (**145**) hours **in** each four (**4**) week period;
 - (b) double (~~2X~~) the regular rate of pay for all hours **in** excess of one hundred and sixty-one (**161**) hours in each four (**4**) week period;

- (c) the choice of pay or compensating time ~~off~~ shall be in accordance with Clause 8.1(a) and (d) of the Agreement;
- (6) pay for vacation, sick leave, and other leaves ~~will~~ be based on seven and one-quarter (7%) hours per day.
- (g) Notwithstanding any other provisions contained in this Clause, employees who are employed in the classification of Park interpreter shall work as follows:
 - (1) the normal work day shall consist of seven and one-quarter (7%) consecutive hours between the hours of 7:00 a.m. and 10:00 p.m.;
 - (2) the normal work week shall consist of any five (5) working days within a calendar week with two (2) consecutive days off;
 - (3) rest periods and lunch breaks shall be in accordance with the Agreement;
 - (4) employees will be notified at least forty-eight (48) hours in advance of any changes in their schedules;
- (h) The normal hours of work for employees in the classes of Program Reservation Clerk and Facility Bookings & Registration Clerk may be varied between the range of 8:00 a.m. and 8:00 p.m., Monday through Friday. Regular Full-Time and Temporary Full-Time Employees employed on or before 1992 April 09 shall not be required to work outside the hours specified in Clause 11.1(b).

11.1.1 Daily Guarantee

- (a) Subject to the provisions of subsection (c), an employee reporting for a scheduled shift on the call ~~of~~ the Employer, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two hours' pay at the regular hourly rate.
- (b) Subject to the provisions of subsection (c), an employee other than a school student, (i.e. those who attend a recognized educational institution in B.C.), who commences work on a scheduled shift, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of four (4) hours pay at the regular hourly rate.
- (c) In any case where an employee (i) reports for a regular ~~shift~~ but refuses to commence work, or (ii) commences work but refuses to continue working, the employee shall not be entitled to receive the minimum payments set forth in subsections (a) and (b).

11.2 Probationary Period for New Employees

- (a) All new employees shall be placed in a probationary capacity until the completion of **six** (6) months' service.
- (b) Such probationary period shall be for the purpose of **determining** a person's suitability for permanent employment in that position in which the employee **is** placed in probationary capacity. At any time during such period, a **probationary** employee may be terminated if it can be satisfactorily shown that the employee **is** unsuitable for permanent employment.
- (c) A probationary employee's suitability for regular employment **will** be decided **on** the **basis** of factors such **as**:
 - (i) the quality of work
 - (ii) conduct
 - (iii) effective 1997 November 04, interpersonal **skills**
 - (iv) ability to meet production standards set by the Employer.
- (d) If a probationary employee continues in the same position on a permanent basis, seniority, holiday benefits and other perquisites referable to length of service shall be based on the original date of employment.

11.3 Promotions, Transfers, Demotions

11.3.1 Promotional Policy

- (a) All Regular Full-Time Temporary Full-Time, and Regular **Part-Time** Employees who have completed **six** (6) continuous calendar months of employment, and **all** Auxiliary Employees who have completed 1500 hours within **two** (2) consecutive calendar years, shall be entitled to apply on an equal basis for any posted position in accordance with paragraph (b) below.
- (b) In making promotions, transfers and demotions, the skills, knowledge and ability of the employee concerned shall be the primary consideration, and where such qualifications are equal, length of service shall be the determining factor.
- (c) (i) **On** promotion or transfer to a new position **an** employee shall serve a **six** (6) month trial period in the new position before being **confirmed** in the appointment. **If** the appointment is not confirmed, the employee shall revert to their previous position or to a position of equal value for which the Employer deems the employee to be qualified.

- (ii) Effective 1997 November 04, employees serving a trial period shall be entitled to apply, in accordance with paragraph (a) for posted positions. Where an employee changes positions during a trial period, the employee shall recommence the six (6) month trial period. if an employee reverts back to their original position they shall complete the remainder of their trial period.
- (d) (i) if in Management's opinion, it is necessary to advertise externally to fill a vacancy in a position covered by this Agreement this will be done simultaneously with internal posting; however, as a matter of principle, employee interviews will be completed prior to any external applicants.
- (ii) The selection of the person to fill the vacancy will rest exclusively with Management subject to the employee's right of appeal through the Grievance Procedure.
- (e) Employees promoted to a higher classification will receive no less than the equivalent of one pay step increase over their regular rate of pay.

11.3.2 Transfers

- (a) If a position becomes vacant, an employee of the same department with the same classification as the vacant position may be transferred into the vacant position without it being posted. The position then becoming vacant would subsequently be posted.
- (b) Transfers between departments will be posted and filled in the usual manner
- (c) In the situation where a vacancy does not exist but where it is desirable to switch or rotate employees of the same classification from one position to another within a department, the following procedures will apply:

The Department Head shall discuss the proposed transfer with the employees involved and shall have the authority to effect the transfer without the positions being posted. If in the event that the employees concerned feel that such a transfer would result in some form of inequity or prejudicial treatment, grievance procedures as set out herein may be initiated.

11.3.3 Demotions and Downward Classification

- (a) Voluntary Demotion: Employees accepting voluntary demotion will be placed in their new salary range according to their length of service in related work equal or senior to that of the position accepted. They will receive increments in the

lower position from the date of demotion except where the duties of both positions are closely related, in which case the increment date would not change.

- (b) In the event that a position or class of positions is reclassified downward or is revalued downward as a result of the Job Evaluation Agreement signed between the parties, downgrading **will** be effected as provided for in **Section 8.4** of the said Job Evaluation Agreement.

11.4

P

- (a) (i) The Employer agrees that, before permanently **filling** any vacancy in a position covered by this Agreement, notice of such vacancy shall be posted for seven **(7)** calendar days in such conspicuous places **as** may be designated by the Personnel Administrator. Job postings **will be** placed in all Employer locations where **Union** personnel are employed.
- (ii) Notices shall contain information extracted from the job **specifications** when applicable, including: Nature of the position, qualifications, required knowledge and education, **skills, shift, wage or salary range,** and the anticipated length of any temporary assignment, if posted. AU job postings shall state that the position is open to both male and female applicants, and that it is under **Union** jurisdiction. The **Union will be** provided with copies of all job postings.
- (b) The procedure in Clause 11.4(a) shall apply to temporary positions which are expected to exceed six (6) months in duration. Where a Regular Full-Time Employee is appointed to a temporary position, the employee shall be returned to a position of equal value to the employee's former position without **loss** of seniority when the temporary work is completed.
- (c) Positions not previously posted **as** in Clauses 11.4(a) and 11.4(b) and filled by Temporary Full-Time Employees will be examined at the end of six **(6)** months to ascertain whether permanency is indicated, in which case the position will be posted in the usual way.
- (d) When **no** Regular Full-Time Employee applies for or succeeds in being appointed to a posted temporary position, a Temporary Full-Time Employee who **has** applied for such position may be appointed thereto.
- (e) The Employer will notify the **Union** whenever Provincial or Federal Government grants are awarded and personnel employed under the **provisions** of the **grant will** be confined to the special project for which the grant was awarded and are not to be used to supplement the work force under **Union** jurisdiction.

- (f) Where an employee wishes to apply for a position which is expected to become vacant while the employee is on authorized leave of absence or on vacation, application for such position may be made before commencing such leave or vacation. If the position is posted prior to the return of the employee, such application shall be considered in the absence of the employee. An employee who is selected for the position must be available for employment in that position not later than one (1) month following the date of selection.
- (g) If a position is posted while an employee is on an authorized leave of absence or on a vacation of not more than seven (7) days, such employee, upon return, may apply for the position not later than three (3) calendar days following the expiry date of the posting; provided that no other person has been selected for the position.
- (h) The Employer shall notify the Union when persons are hired for periods of three (3) months or more in positions which could be considered as being within the bargaining group.
- (i) In the event the Employer finds it necessary to hire a new employee above the first step in an appropriate pay grade classification, the Union will be notified.

11.5 Layoff and Recall

No employee covered by this Agreement shall suffer loss of seniority due to a layoff beyond their control for a period not exceeding three (3) months or for any period of absence resulting from leave of absence officially granted, injury or sickness, **PROVIDED, HOWEVER,** that these provisions shall not apply to any such employee who has voluntarily resigned or has been discharged for cause.

(a) Layoff

In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority, provided that an employee may bump a junior employee only in cases where the senior employee is qualified to fill the lower position.

(b) Recall

Employees shall be recalled to vacated positions for which they are qualified, in the order of their seniority, provided however, seniority for recall purposes shall only be maintained for a period of six (6) calendar months from the date of layoff.

(c) New Employees

No new employees shall be hired following a layoff until those who were laid off have been given reasonable opportunity of recall as follows. The Employer shall make every reasonable attempt to contact employees in order of their 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 48 hours of the Employer's initial attempt to make contact or who refuses to report for work shall be removed from the respective seniority list. An employee shall report to work at the time specified by the Employer or, in extenuating circumstances and with the approval of the Employer, within two weeks or such other time as may be agreed by the Employer, 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.

(d) Advance Notice of Layoff

Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer, the Employer shall notify employees who are to be laid off at least ten (10) working days prior to the effective day of layoff. If an 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.

- (e) Where the Employer intends a major layoff of employees it shall give to the Union and those employees who will be affected by the layoff at least sixty (60) calendar days' prior written notice thereof. For the purposes of this Clause 11.5(e) the words "major layoff" mean a 10% or more reduction in the work force within the bargaining group due to a reduction in the budget of the Employer. This Clause 11.5(e) does not apply if the reduction of the work force is due to some other body or employer taking over a department or part of the operation or business of the Employer.

11.6 Supervision

For an employee to be considered a supervisor all of the following conditions must be met:

- (a) The authority to supervise must be delegated by the Department Head and may not merely presume on the employee's greater experience and skill.
- (b) The employee must be authorized to assign work to the supervised employee(s).

- (c) The employee must be authorized to direct the course and oversee the details of the supervised employee's work.
- (d) The employee must be responsible for the quality and quantity of the supervised employee's work.
- (e) The supervised employee must be under a duty to obey the orders of the supervisor.
- (f) Rate of pay for the supervisor shall be one step above the maximum step in the range of the highest rated supervised position.

11.7 Changes Affecting the Agreement

The Employer agrees that any reports or recommendations made to the Board of Directors dealing with matters covered by this Agreement, will be communicated to the Union at such interval before they are dealt with by the Board of Directors as to afford the Union reasonable opportunity to consider them and make representations to the Board of Directors concerning them and, further, that if employees are deprived of employment by an implementation of such change, they shall receive priority consideration for other employment with the Employer.

11.8 Directives Interpreting the Agreement

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

11.9 Personnel Records

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

11.10 Handicapped Workers

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

11.11 Occupational Health and Safety

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

12. ABSENCE FROM DUTY OF UNION OFFICIALS

The Employer agrees that:

- (a) Where permission has been granted by the Personnel Administrator, to an employee representing the Union ~~to~~ leave their employment temporarily for the purpose of settling a grievance, the said members shall suffer ~~no~~ loss of pay for the time ~~so~~ spent.
- (b) Time ~~off~~ without pay shall be granted to official representatives of the Union upon application to and by permission of the Personnel Administrator when it becomes necessary to transact business with the Employer ~~in~~ connection with matters affecting members of the **Union**.
- (c) A maximum of three (3) employees will be ~~permitted~~ time ~~off~~ without ~~loss~~ of pay while engaged in direct negotiations for the renewal of a collective agreement; provided, however, in the event the Employer and Union **join with** other Employers and Unions in joint negotiations, the number will be reduced to reflect the Union's policy in Joint Negotiations Committee bargaining. The time ~~off~~ for which payment is allowed under this Clause does not include days or part days involving **Union** caucus alone.

in the event it is impractical to release any one or more of the three (3) persons assigned to union negotiations due to Departmental commitments, the situation will be made **known** to the **Union** immediately. if suitable substitution cannot be arranged, either the negotiations will proceed with such employees **as** can be effectively released, or the negotiations will be delayed until the appropriate persons are available.

- (d) The **Union** shall provide the Employer with a list of its Shop Stewards. This list shall be kept current by the Union at all times.
- (e) The Employer agrees that any full-time officer of the **Union** who is on leave of absence for the purpose of performing duties **as an** officer of the Union shall not lose seniority in the services of the Employer and shall continue to accumulate seniority while performing such duties. Upon retirement from the duties **as an** officer of the **Union**, such former Union officer shall be entitled to **return to a** position within the class of positions to which the employee's former position **was** allocated and for which the employee is qualified, if **any** position **within** such class is held by an employee with **less** seniority. If **all** of the positions within such class **are** held by employees with more seniority **or** have been abolished, such former **Union** officer shall be entitled to return to any other vacant position for which the employee is qualified.

13. GRIEVANCE PROCEDURE

13.1 Grievances

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

Step 1

Within fifteen (15) working days of the date **on** which the incident giving **rise** to the grievance occurred or of the date when the employee(s) **first** became aware of the incident, whichever is later, the aggrieved employee(s) shall **first take** up the matter with their immediate supervisor. or in the supervisor's absence the Division Head or Department Head. Within ten (10) working days of receiving the grievance, the immediate supervisor and the **grievor** shall meet to attempt to resolve the matter. **At** the option of the aggrieved employee a Shop Steward or **Union** representative may be present at the meeting.

Step 2

If the matter is not satisfactorily resolved within ten (10) working days of the meeting date set out in step one above, the aggrieved employee together with a Shop Steward or other Union representative shall, within ten (10) working days, meet and discuss the matter with the Department Head.

Step 3

If the grievance is not settled within ten (10) working days of the meeting with the Department Head, the matter shall, within ten (10) working days, be referred to the Personnel Administrator and the Union Business Representative.

Step 4

If the grievance is not settled within ten (10) working days of being referred to the Personnel Administrator and the Union Business Representative the matter shall, within ten (10) working days, be referred to the Regional Manager.

Step 5

If the matter is not settled in Step 4 above within ten (10) working days of being referred to the Regional Manager, the matter may be referred by either party to a Board of Arbitration as provided for in Clause 13.3 for final and conclusive determination.

- (b) (i) If the grievance has not advanced to the next stage under Step 2, 3, 4 or 5 within the stated time limits and the onus for delay is upon the Union, then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end.
- (ii) If the grievance has not advanced to the next stage under Steps 2, 3, 4 or 5 within the stated time limits and the onus for the delay is on the Employer, then the grievance will be deemed to have succeeded and all appropriate steps to remedy the matter shall be taken forthwith by the Employer.
- (iii) Extensions to the time limits as contained herein may be made by mutual consent of the parties.
- (c) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware of at the time of filing.

13.2 General Application Dispute

When a “dispute”, as defined in the industrial Relations Act, arises between the parties, including any ~~difference~~ concerning the interpretation, application, operation or alleged violation of this Agreement which does not specifically involve an employee, the Union may submit the matter, in writing, to the Personnel Administrator. if a satisfactory settlement is not reached with the Personnel Administrator within ten (10) working days, such matter may be referred to the Regional Manager at step 4 of Clause 13.1.

if a satisfactory settlement is not reached with the Regional Manager within ten (10) working days, such matter may be referred to Arbitration under Clause 13.1, step 5, and as provided for in Clause 13.3.

13.3 Arbitration

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

Where the parties are using a one (1) person Board of Arbitration, the Employer and the Union shall mutually agree on the person within fourteen (14) calendar days of the referral under Clause 13.1(a), Step 5.

Where the parties are using a three (3) person Board of Arbitration, the Employer and the Union shall appoint their respective representative within seven (7) calendar days of the referral under Clause 13.1(a), Step 5. The two representatives shall select a chairperson within a further seven (7) calendar days

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

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

13.4 Dismissal and Suspension

An employee who alleges wrongful dismissal, discipline, or suspension by the Employer shall be entitled to have such grievance settled in accordance with the grievance procedure set forth in Clause 13. If the employee is found by a Board of Arbitration

appointed under the provisions of Clause 13 to be dismissed, suspended or **otherwise** disciplined for other than proper cause, the Board of Arbitration may:

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

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

14. TECHNOLOGICAL CHANGE

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

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

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

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

- 14.2 The Arbitration Board shall decide whether or not the Employer has introduced, or intends to introduce a technological change, and upon deciding that the Employer has, or intends to introduce a technological change, the Arbitration Board:

- (a) **shall** inform the Minister of Labour of its finding; and
- (b) may then or later make any one or more of the following orders:
 - (i) that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;

- (ii) that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, **as** the Arbitration Board considers appropriate;
- (iii) that the Employer reinstate any employee displaced by **reason** of the technological change;
- (iv) that the Employer pay to that employee such compensation in respect of the displacement as the Arbitration Board considers reasonable.

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

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

15. CLASSIFICATION AND EVALUATION

The classification, evaluation, reclassification and revaluation of positions covered by this Agreement shall be determined **in** accordance with a procedure set forth in the Job Evaluation Agreement between the Employer and the **Union**.

16. GENERAL PROVISIONS

16.1 Employment Equity

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

16.2 Notice Boards

Space will be provided on existing notice boards for posting of **Union** notices, or additional notice boards will be provided where practical to do **so**. All Union notices must be signed by an authorized representative of the Union and be approved by the Personnel Administrator before posting. Notices not properly authorized **will** be removed.

16.3 Credit Union

Employees who ~~are~~ members of the Pioneer Credit Union may elect to make deposits or pay ~~off~~ loans by bi-weekly payroll deductions. Payroll deductions ~~will~~ be ~~made~~ upon receipt of an "Authorization for Payroll Deduction" form signed by the employee and Credit Union. The Payroll Division will make deductions subject to the following:

- (a) The Employer shall not be responsible for the collection ~~of arrears~~ if the employee is absent without pay for any reason.
- (b) The Employer ~~will~~ remit the amount of deductions bi-weekly and will supply a list of deductions to the Credit Union.


17. SEXUAL HARASSMENT

The Employer and the Union agree that **Sexual Harassment** shall not be tolerated in the **work** place.

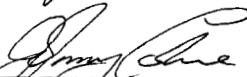
18. MISCELLANEOUS MATTERS

- (a) It is agreed between the parties hereto that Schedule "**A**", "**B**", "**C**", "**D**", "**E**", and "**F**" and the Letters of Understanding Re Grant Employment, Job Sharing, and Employee-Funded Long Term Disability Plan annexed hereto shall form part of this Agreement.
- (b) Employees previously employed by member municipalities and hired by the Employer for a newly acquired function shall be granted seniority equal to that acquired with their former employer but this seniority would be applicable to that function only as set out in the letters patent

APPROVED ON BEHALF OF THE
GREATER VANCOUVER REGIONAL
DISTRICT:




Chairman



Regional Manager

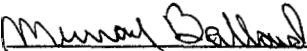
*Chief Administrative
Officer*



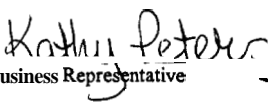
APPROVED ON BEHALF OF THE
TEAMSTERS, LOCAL 31:



President & Principal Officer



Secretary-Treasurer



Business Representative

SCHEDULE "A"

**CLASSES OF POSITIONS COVERED BY AGREEMENT BETWEEN
THE GREATER VANCOUVER REGIONAL DISTRICT AND
TEAMSTERS, LOCAL 31**

Effective 1997 January 01 - 1999 December 31

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
058		Accounting Clerk I	14
059		Accounting Clerk II	18
060		Accounting Clerk III	22
055		Accounts Payable Clerk II	18
057		Accounts Payable Supervisor	22
278		Administrative Assistant	20
125		Administrative Officer 1 (Electoral Areas)	22
133		Administrative Officer 2 (Electoral Areas)	27
266		Air Quality Planner	28
088		Ambient Air Analyst	27
130		Ambient Air Technician	20
225		Animal Control Officer	18
021		Assistant Pollution Control Officer	22
074		Assistant Purchasing Agent	28
085		Bacteriologist/Analyst	24
252		Booking Coordinator - Parks	18
253		Budget Clerk	17
124	(d)	Building Inspector	25
240		Business Analyst I	28
249		Business Analyst II	30
029		Business Systems Analyst	28
071		Buyer I	24
073		Buyer II	26
030		Capital Accounting Clerk	20
015		Central File Clerk	12
080		Chemist/Analyst	24
224		Clerk 2	13
237		Clerk—Building Inspections	15
020		Clerk—Drafting	12
027		Clerk—Property Management	15
009		Clerk Receptionist--Pollution Control	12

SCHEDULE "A" (cont'd)

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<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
010		Clerk Stenographer II	13
011		Clerk Stenographer III	15
013		Clerk Stenographer IV	17
007		Clerk--STP	13
005		Clerk Typist II	13
006		Clerk Typist III	15
002		Clerk Typist--Housing	13
008		Clerk Typist--Quality Control	15
054		Client Services Assistant	18
033		Client Services Trainer	21
182		Committee Clerk	18
185		Communications Assistant	15
271		Communications Coordinator	26
267		Communications Services Assistant	21
034		Computer Programmer/Analyst	25
123		Construction Technician	24
245		Contract Support Assistant	19
028		Coordinator--Computer Assisted Drafting	26
095		Coordinator--Special Events	20
230		Coordinator--Telephone Services	18
018		Data Research Technician	18
017		Database Specialist	29
117		Design Draftsperson 1	23
132		Design Draftsperson 2	25
174		Development Services Coordinator I	30
171		Development Services Coordinator U	33
113	(c)	Draftsperson I	12
114		Draftsperson II	17
115		Draftsperson III	21
116		Draftsperson IV	25
264		Driver-Messenger	13
274		Education Coordinator	25
128		Electrical Engineering Technician	25
119		Engineering Technician I	21
120		Engineering Technician U	25
183		Financial Analyst	25
275		Financial Process Analyst	28

SCHEDULE "A" (cont'd)

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
227		G.I.S. Coordinator	28
254		G.I.S. Technologist	24
165		Graphic Designer	21
166		Graphics Technician	19
179		Health Services Planner III	32
176		Hospital Planner I	28
178		Hospital Planner II	30
023		Housing Services & Materials Coordinator	19
025		Housing Subsidy Clerk	17
219		Hydrologic Technician	22
096		ICI Waste Reduction and Recycling Officer	21
232		industrial Waste Reduction Supervisor	27
081		Laboratory Assistant I	12
082		Laboratory Assistant II	14
084		Laboratory Assistant III	17
086		Laboratory Assistant--Beach Testing Program	17
083		Laboratory Technician	20
257		Liaison Coordinator - Solid Waste	25
268		Librarian	25
259		Library Assistant	15
001	(c)	Mail Clerk	10
121		Mechanical Engineering Technician 2	25
110		Mechanical Engineering Technician I	21
265		Municipal Liaison Officer - Solid Waste	23
269		Office Secretary	16
012		Office Supervisor	17
246		Outsourcer Coordinator - Operations/Maintenance	28
247		Outsourcer Coordinator - Systems/Delivery	30
070		Park Interpretation Leader	19
162		Park Interpretation Specialist	22
160		Park Interpreter (Summer Position)	12
193		Park Planner I	28
195		Park Planner II	30
022		Parking Coordinator	25

SCHEDULE "A" (cont'd)

<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
226		Payroll Assistant	18
061		Payroll Clerk I	14
062		Payroll Clerk II	20
024		Permit Registration Clerk	15
131		Pilot Plant Operator	19
126		Pollution Control Officer	25
118		Pollution Control Technician	24
019		Print Room - Mail Clerk	12
258		Program Assistant	17
211		Project Research Assistant	17
190		Property Management Officer	25
191		Property Negotiator	27
218		Property Negotiator Trainee	23
241		Property Research Assistant	18
204		Proposal Call Officer	26
067		Purchasing Assistant I	17
069		Purchasing Assistant II	21
228		Purchasing & Risk Management Support Supervisor	19
111		Rainfall Technician	18
014		Recording Secretary	16
279		Recreation Clerk	14
276		Recreation Leader	15
236		Recreation Programmer	21
026		Recycling Coordinator	25
044		Reproduction Equipment Operator	15
045		Reproduction Technician	15
212		Research Assistant	21
277		Research Assistant - Strategic Planning	21
215		Research Officer	25
214		Research Officer--Data Base	24
046		Risk Management Officer	27
093		Sampling Technician	20
089		Senior Ambient Air Technician	23
231		Senior Central File Clerk	13
223		Senior Financial Analyst	28
079		Senior Laboratory Technician--Chemistry Laboratory	22
078		Senior Laboratory Technician--Microbiology Laboratory	23
092		Senior Pollution Control Officer	27

SCHEDULE "A"(cont'd)

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<u>Class No.</u>	<u>Notes</u>	<u>Class Title</u>	<u>Pay Grade</u>
229		Senior Property Negotiator	29
127		Senior Sampling Technician	22
234		Solid Waste Data Coordinator	22
129		Supervisor--Air Monitoring & Computer Services	27
273		Supervisor--Education Services	27
016		Supervisor--MailPrint Services	16
075		Supervisor--Chemistry Laboratory	25
077		Supervisor--Microbiology Laboratory	28
076		Supervisor--Sewage Treatment Plant (STP) Laboratories	26
087		Systems Coordinator	26
122		Systems Planner--Water Supply	28
235		Technical Assistant	14
262		Technical Business Assistant	17
238		Technical Support Assistant	20
250		Technologies and Telecommunications Planner I	29
251		Technologies and Telecommunications Planner II	31
043		Telephone Operator Receptionist (Dept.)	12
041	(a)	Telephone Operator Receptionist (Dist.)	13
243		Training Coordinator	27
181		Transportation Planner--Analyst	28
184		Treasury Clerk	18
256		Waste Audit and Reduction Plan Officer	24
263		Waste Reduction and Recycling Coordinator	25
048		Waste Reduction Program Coordinator	24
038		Weigh Scale Technician	17

Notes:

- (a) These classifications may **work** longer hours
- (b) Employees shall be paid the hourly rate $\times 36\frac{1}{4}$ hours except that, where employees have a normal work week that is different than thirty-six and one-quarter (36%) hours per week, they shall be paid their hourly rate multiplied by the number of hours worked.
- (c) These positions receive an increment each **six (6)** months--all others annually
- (d) Steps 2, 3 and 4 only

SCHEDULE "A" (cont'd)

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

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

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

Note:

1. Classes and/or pay grades that have been abolished, reclassified, revalued and/or retitled subsequent to 1997 January 01 are only effective from the date such change occurred.
2. Nominal work week is 36¼ hours

SCHEDULE "A" (cont'd)

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FOR CLASSES COVERED BETWEEN THE GREATER VANCOUVER REGIONAL
DISTRICT AND TEAMSTERS, LOCAL 31

Effective 1997 January 01 - 1999 December 31

RATES OF PAY

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

Pay Grade	Effective Date	Steps:				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
9	A	12.14	12.62	13.12	13.63	14.19
	B	12.26	12.75	13.25	13.77	14.33
	C	12.38	12.88	13.38	13.91	14.47
10	A	12.62	13.12	13.63	14.19	14.75
	B	12.75	13.25	13.77	14.33	14.90
	C	12.88	13.38	13.91	14.47	15.05
11	A	13.12	13.63	14.19	14.75	15.34
	B	13.25	13.77	14.33	14.90	15.49
	C	13.38	13.91	14.47	15.05	15.64
12	A	13.63	14.19	14.75	15.34	15.97
	B	13.77	14.33	14.90	15.49	16.13
	C	13.91	14.47	15.05	15.64	16.29
13	A	14.19	14.75	15.34	15.97	16.62
	B	14.33	14.90	15.49	16.13	16.79
	C	14.47	15.05	15.64	16.29	16.96
14	A	14.75	15.34	15.97	16.62	17.31
	B	14.90	15.49	16.13	16.79	17.48
	C	15.05	15.64	16.29	16.96	17.65

SCHEDULE "A" (cont'd)**Page 8**

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

Pay Grade	Effective Date	Steps:				
		1	2	3	4	5
15	A	15.34	15.97	16.62	17.31	18.02
	B	15.49	16.13	16.79	17.48	18.20
	C	15.64	16.29	16.96	17.65	18.38
16	A	15.97	16.62	17.31	18.02	18.77
	B	16.13	16.79	17.48	18.20	18.96
	C	16.29	16.96	17.65	18.38	19.15
17	A	16.62	17.31	18.02	18.77	19.54
	B	16.79	17.48	18.20	18.96	19.74
	C	16.96	17.65	18.38	19.15	19.94
18	A	17.31	18.02	18.77	19.54	20.35
	B	17.48	18.20	18.96	19.74	20.55
	C	17.65	18.38	19.15	19.94	20.76
19	A	18.02	18.77	19.54	20.35	21.21
	B	18.20	18.96	19.74	20.55	21.42
	C	18.38	19.15	19.94	20.76	21.63
20	A	18.77	19.54	20.35	21.21	22.11
	B	18.96	19.74	20.55	21.42	22.33
	C	19.15	19.94	20.76	21.63	22.55
21	A	19.54	20.35	21.21	22.11	23.02
	B	19.74	20.55	21.42	22.33	23.25
	C	19.94	20.76	21.63	22.55	23.48
22	A	20.35	21.21	22.11	23.02	23.97
	B	20.55	21.42	22.33	23.25	24.21
	C	20.76	21.63	22.55	23.48	24.45

SCHEDULE "A" (cont'd)

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

Pay Grade	Effective Date	Steps:				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
23	A	21.21	22.11	23.02	23.97	25.01
	B	21.42	22.33	23.25	24.21	25.26
	C	21.63	22.55	23.48	24.45	25.51
24	A	22.11	23.02	23.97	25.01	26.09
	B	22.33	23.25	24.21	25.26	26.35
	C	22.55	23.48	24.45	25.51	26.61
25	A	23.02	23.97	25.01	26.09	27.17
	B	23.25	24.21	25.26	26.35	27.44
	C	23.48	24.45	25.51	26.61	27.71
26	A	23.97	25.01	26.09	27.17	28.33
	B	24.21	25.26	26.35	27.44	28.61
	C	24.45	25.51	26.61	27.71	28.90
27	A	25.01	26.09	27.17	28.33	29.55
	B	25.26	26.35	27.44	28.61	29.85
	C	25.51	26.61	27.71	28.90	30.15
28	A	26.09	27.17	28.33	29.55	30.82
	B	26.35	27.44	28.61	29.85	31.13
	C	26.61	27.71	28.90	30.15	31.44
29	A	27.17	28.33	29.55	30.82	32.13
	B	27.44	28.61	29.85	31.13	32.45
	C	27.71	28.90	30.15	31.44	32.77
30	A	28.33	29.55	30.82	32.13	33.53
	B	28.61	29.85	31.13	32.45	33.87
	C	28.90	30.15	31.44	32.77	34.21

SCHEDULE "A" (cont'd)

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

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
31	A	29.55	30.82	32.13	33.53	34.97
	B	29.85	31.13	32.45	33.87	35.32
	C	30.15	31.44	32.77	34.21	35.67
32	A	30.82	32.13	33.53	34.97	36.48
	B	31.13	32.45	33.87	35.32	36.84
	C	31.44	32.77	34.21	35.67	37.21
33	A	32.13	33.53	34.97	36.48	38.06
	B	32.45	33.87	35.32	36.84	38.44
	C	32.77	34.21	35.67	37.21	38.82

SCHEDULE "B"

**This is Schedule "B" referred to in
Clauses 5, 6, 10 and 18 of this Agreement**

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

Clause 6.	Pay for Acting Senior Capacity
Clause 8.	Overtime, Callout
Clause 8.4	Meal Periods
Clause 9.	Vacations & Public Holidays
Clause 10.	Employee Benefits
Clause 11.1(b)	Working Conditions (normal work days)
Clause 11.2	Probationary Period for New Employees
Clause 11.3.2	Transfers
Clause 11.3.3	Demotions
Clause 11.4	Posting Positions & Filling Vacancies
Clause 11.5	Layoff & Recall

and Schedules "A", "C" and "E"

- B.** In addition to the applicable terms and conditions referred to in paragraph A the following special provisions apply to Regular Part-Time Employees and Auxiliary Employees:

1. OVERTIME

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

- (a) Time and one-half (1½x) for the first four (4) hours worked in excess of the normal daily hours in a day.

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

2. MEAL PERIOD

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

3. BENEFITS AND PAYMENT IN LIEU OF BENEFITS

- (a) Auxiliary Employees shall be paid an amount equal to twelve percent (12%) of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including annual vacation, public holidays, group life, medical, extended health, dental, and those providing for time off with pay, provided however, that those Auxiliary Employees, upon the completion of 1500 hours of work within two (2) consecutive calendar years, shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings.
- (b) A Regular Part-Time Employee who occupies a position with a regular schedule of core hours each week equal to or greater than twenty (20) hours shall receive the following benefits:
 - (i) a payment of ten percent (10%) of regular earnings in lieu of vacation and public holiday pay;

- (ii) Medical, Extended Health, Group Life (including Accidental Death and Dismemberment (AD&D)) and Dental on the same basis as full-time employees except the eligibility periods shall be calendar months; the Employer shall pay their contractual portion of the premiums for Extended Health, Group Life, and Dental, and the employee shall pay 100% of the premium for Medical;
 - (iii) sick leave coverage on a prorated basis (including a proration of the maximum sick leave accumulation), calculated on the same proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Regular Part-Time Employees shall qualify after the same eligibility period applicable to full-time employees except it shall be calendar months for Regular Part-Time Employees; and
 - (iv) WCB coverage on an approximate net pay basis after completion of six (6) calendar months of employment.
- (c) Where a Regular Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph (b), 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 (b), the benefit coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid a percentage in lieu of benefits pursuant to paragraph (d) commencing on the first of the month following the expiry of the benefit coverage.
- (d) All Regular Part-Time Employees not covered by paragraph (b) shall be paid an amount equal to twelve percent (12%) of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including those providing for time off with pay, provided however, that those Regular Part-Time Employees who have worked the equivalent of six (6) months shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings and shall be eligible for the benefits contained in paragraph (e) below.
 - (e) Upon the completion of six (6) calendar months of employment, all Regular Part-Time Employees shall also be entitled on a prorated basis to the same Bereavement Leave and Court/Jury Duty Leave and on a full basis to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Regular Part-Time Employee shall not be paid the ten percent (10%), twelve

percent (12%), or sixteen percent (16%) of regular earnings when on unpaid leave of absence.

- (f) No other benefits shall be provided to Regular Part-Time Employees unless expressly stated in this **Clause**.
- (g) Current Regular Part-Time Employees who qualify for benefits pursuant to paragraph (b) shall be provided, **as soon as possible** following 1992 April 09 but **no** later than two (2) calendar months from that date, with a one-time choice between **continuing** to receive a percentage in lieu of benefits or to receive benefits pursuant to paragraph (a). Employees who do not make an election shall continue to receive a percentage in lieu of benefits. Eligible Regular Part-Time Employees who **elect** to receive benefits shall be **enrolled** in the applicable benefits **as soon as possible** provided they have completed the respective eligibility periods (time worked prior to the date of ratification shall be considered but the benefits shall not be applied retroactively).

4. PUBLIC HOLIDAYS

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

5. NORMAL DAILY AND WEEKLY HOURS

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

6. PAY INCREMENTS

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

7. **RESIGNATION.RE-EMPLOYMENT.LAYOFF**

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

SCHEDULE "C"

This is Schedule "C" referred to in
Clauses 9.1(n) and 18 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 5 days are **credited**;

Example:

An employee **hired** in **1986** is in their (11th) calendar **year** during **1996**. The employee in **1996** **will** be credited with 5 supplementary working days which may be taken at any time between **1996** and **2000**, both years included. In **2001** the employee **will** be credited with a further 5 supplementary working days, etc.

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

SCHEDULE "C" (cont'd)

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**TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION
ENTITLEMENT IN WORKING DAYS FOR THE YEARS 1996 TO 2005 BY YEAR HIRED**
(based on 1998 vacation entitlement)

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

SCHEDULE "D"

This is Schedule "D" referred to in
Clauses 10.6.1 and 18 of this Agreement

FORMER SICK LEAVE PLAN

This Schedule applies to Regular Full-Time and Temporary Full-Time Employees who were employed by the Employer as of December 31, 1975.

- (a) Employees shall be credited with one (1) sick leave day for each calendar month of employment;
- (b) A deduction shall be made from accumulated sick leave credit of **all working days absent** with pay due to illness or off-the-job injury provided, however, a doctor's **certificate** may be required before returning to work.
- (c) The following employees shall, upon leaving the service of the Employer for any reason, receive a cash refund of 25% of any unused sick leave based **on their final year's** pay:

Andre A.L. The
Ross P.J. Shwaikowski
Eleanor M. Boldt
Judy M. Olsen
Dale R. Budlong
Silvano Padovan

Lamonte Haldecing
Peter E. Zadorozny
Donald C. Miller
Lynda M. Fanzone
~~Dons~~ E. Barber
Stipe Skoko
Josefina L. Hizon

- (d) The Sick Leave Plan as provided for in this Schedule "D" shall terminate at the conclusion of December 31, 1975 and be replaced by the Sick Leave Plan shown in Clause 10.6 of this Agreement, provided, however, employees who have accumulated credit under the Sick Leave Plan in this Schedule "D" shall retain that credit for use and/or payout based **on their years of service to December 31, 1975** and as provided for in paragraph (c) herein. Provided, however, any sick leave used between January 1 and June 30, 1976 shall be taken from sick leave accumulated to December 31, 1975.

SCHEDULE "E"

**This is Schedule "E" referred to in
Clause 18 of this Agreement**

1997-99 NEGOTIATIONS1. Job Evaluation

Effective within ninety **(90)** days following **1997** November **04**, the Employer and the Union agree to establish a joint committee consisting of three **(3)** representatives of the Employer, and three **(3)** representatives of the Union to review the current **classification** process and make recommendations for changes to the parties.

2. Telecommuting

Effective within ninety **(90)** calendar days of **1997** November **04**, the Employer and the Union agree to establish a Joint Committee to discuss telecommuting. The Joint Committee shall consist of not more than three **(3)** representatives of the Employer and three **(3)** representatives of the Union. Where a recommendation is approved by the principals of both parties, it will be implemented **prior** to the next round of collective bargaining.

SCHEDULE "F"

This is Schedule "F" referred to in
Clause 11.1(f)(3) and 18 of this Agreement

Employment Standards Act Principles

Effective **1984 July 16** 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 8** consecutive hours free from work between each **shift** worked and not less than **32** consecutive hours free from work **between each week**. Where an employee is required to work **within** the **8 or 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 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 5 consecutive hours without **an** eating period. Commencing one month following **1984 July 16** Regular Part-Time and Auxiliary Employees shall not work more than 5 consecutive hours without **an** unpaid eating period.

LETTER OF UNDERSTANDING

between the

GREATER VANCOUVER REGIONAL DISTRICT
(hereinafter called "the Employer")

and the

TEAMSTERS LOCAL 31
(hereinafter called "the Union")

RE: GRANT EMPLOYMENT

Where government grant applications require the approval of the Union, the Union agrees to provide such approval provided the following conditions are met:

- (a) The Employer shall give at least thirty (30) days advance notice to the union.
- (b) The Notice shall identify the grant program, the number of anticipated positions, the general nature of the work to be done and the proposed rate of pay.
- (c) No current employee shall be laid off or have their hours reduced as a result of a government-funded grant program.
- (d) Employees hired to work on grant programs will be paid Pay Grade 12, Step 1, or the grant program funded rates, whichever is more.

Signed this ___ day of _____, 1995.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION

"G. Halsey-Brandt"

"G. Zimmerman"

"B.E. Marr"

"Murray Ballard"

"J.J. Hardie"

"J. Armstrong"

LETTER OF UNDERSTANDING

between the

GREATER VANCOUVER REGIONAL DISTRICT

(hereinafter called "the Employer")

and

TEAMSTERS LOCAL 31

(hereinafter called "the Union")

JOB SHARING

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

I. General

Where a Regular Full-Time Employee occupying a regular full-time position wishes to share their position with another employee and has received formal approval from the Department Head and the Union, the employee shall be entitled to do so in accordance with the provisions of this Letter of Understanding. It **is** understood that the Department Head shall have sole discretion as to whether or not to approve a Job Sharing arrangement request **from** an employee.

II. Procedure

1. A Regular Full-Time Employee shall apply **in** writing to their Department Head indicating the **reason** for the requests including the hours and days of the week the employee wishes to **share and** with whom the employee contemplates the job sharing arrangement. A copy of this request shall be forwarded to the Administrator of Personnel Services and **the** Union.
2. The employee with whom it is contemplated the position shall be shared must be qualified to perform the duties and responsibilities of the position.
3. Where **an** employee's request is approved and results in an acceptable job sharing arrangement, the Administrator of Personnel Services shall provide each affected

LETTER OF UNDERSTANDING - JOB SHARING (cont'd)

Page 2

employee with a letter covering the terms and conditions of the Job Sharing arrangement signed by the Employer and Union.

4. Under normal circumstances, the regular daily and weekly hours of the position shall remain unchanged as a result of the Job Sharing arrangement unless otherwise varied by the terms and conditions as provided by the letter referred to in paragraph 3 above.
5. Notwithstanding the Department Head's sole discretion to approve a request, where an employee's request is denied, the Union may request a meeting with the Department Head and Administrator of Personnel Services to discuss the matter.

III. Duration

1. Each Job Sharing arrangement shall be for a maximum period of one (1) year unless extended by mutual agreement between the Employer and the Union.
2. A Job Sharing arrangement may be terminated earlier than expected by either of the employees or by the Employer provided thirty (30) calendar days' written notice has been served to the other parties, unless otherwise provided for in the letter referred to in paragraph II, item 3. Other employees temporarily appointed to fill positions vacated as a direct result of Job Sharing shall be advised at the time of their temporary appointment that their term in the position could be cut short as a result of an early cancellation.
3. Upon the expiry or termination of the Job Sharing arrangement, the Regular Full-Time Employee shall revert to working in his/her position on a full-time basis under the terms and conditions applicable to Regular Full-Time Employees unless some other Job Sharing arrangement has been agreed upon.

IV. Employee Status and Working Conditions

1. A Regular Full-Time Employee in a Job Sharing arrangement shall continue to maintain the status of a Regular Full-Time Employee during the period of time covered by the Job Sharing arrangement and shall accumulate seniority in proportion to the scheduled hours compared to the full-time hours of the position. Such an employee shall be entitled to exercise bidding rights as a Regular Full-Time Employee and to use accumulated seniority for all applicable purposes including layoff, bumping and recall.

2. The general principles with respect to wage rates, employee benefit entitlements and premium payments for Regular Full-Time Employees in Job Sharing arrangements are as follows:
- (a) **Wages shall be paid in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.**
 - (b) Paid leave benefits, such as Vacation, Public Holidays, Sick Leave, and Gratuity shall be earned on a proportionate basis (in the case of Compassionate Leave paid on a proportionate basis) in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.
 - (c) The employee's share of the premium payments for Health and Welfare benefits, such as Medical, Extended Health, Dental and Group Life (including Accidental Death and Dismemberment (AD&D)) shall increase proportionately as the number of scheduled weekly hours decrease in relation to the full-time hours of the position being shared.
3. in accordance with the general principles outlined in paragraph 2, except as otherwise stated, the following shall apply to Regular Full-Time Employees:
- (a) Vacation Entitlement
The employee's annual vacation entitlement shall be prorated according to the number of weekly hours the employee is scheduled to work in comparison to the full-time hours of the position being shared. It is understood that the Employer shall not adjust the **start** date of the employee for the period of time spent in the Job Sharing arrangement and as such any future vacation entitlement shall not be delayed as a result of time spent in a Job Sharing arrangement.
 - (b) Supplementary Vacation
Supplementary vacation shall **not** be prorated as a result of an employee participating in a Job Sharing arrangement.

(c) Public Holidays

- (i) Where an employee's normal hours of work are based on a five (5) day week, the employee shall take public holidays as they occur. The employee's public holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the fill-time hours of the position being shared.
- (ii) Where the employee has not received sufficient public holiday hours as part of their work schedule or been credited with sufficient hours as a result of the proration or made alternate arrangements to the satisfaction of the department to use public holiday hours to which they were entitled as a result of the proration, the employee's public holiday account shall be credited with the appropriate number of hours at year end.
- (iii) Where the employee has received an overage on the number of paid hours, the employee may be scheduled to work without pay to make up the equivalent number of overpaid hours. Where the Employer is not able to schedule work for the employee, arrangements shall be made to deduct the overage either from the employee's compensating time off account or from the employee's normal pay and such deduction is to be done at year end or at the expiry of the Job Sharing arrangement, whichever is the earlier.

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

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

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

$$\text{Employer's share} = 17.5 \text{ (schedule hours)} / 35 \text{ (normal full-time hours)} \times 60\% \text{ (employer's portion of premium)} = 30\% \text{ of premium}$$

LETTER OF UNDERSTANDING - JOB SHARING (cont'd)

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(e) **Sick Leave and Gratuity**

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

(f) **Royal Trust Savings Plan (RTSP)**

The employee shall continue to be entitled to RTSP on the basis of one and one half percent (1½%) of the reduced earnings.

(g) **Superannuation**

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

(h) **Increments**

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

V. **Auxiliary and Regular Part-Time Employees**

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

VI. **Termination**

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

LETTER OF UNDERSTANDING - JOB SHARING (cont'd)

SIGNED this ___ day of _____, 1998.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION

"G. Halsey-Brandt"

"G. Zimmerman"

"B.E. Marr"

"Murray Ballard"

"J.J. Hardie"

"J. Armstrong"

LETTER OF UNDERSTANDING

between the

GREATER VANCOUVER REGIONAL DISTRICT
(the "Employer")

and the

TEAMSTERS LOCAL UNION No. 31
(the "Union")

EMPLOYEE-FUNDED LONG TERM DISABILITY PLAN

The Employer and the Union agree that the following terms and conditions shall apply to employees who have completed the qualifying period and are enrolled in the employee-funded **Long Term Disability Plan**:

For as long as this Letter of Understanding **remains** in effect, the Employer agrees to administer the enrollment of employees in the employee-funded **Long Term Disability Plan** including making payroll premium deductions for employees.

1. Employment Status

- (a) All Regular Full-Time Employees who have completed the **six (6)** month probationary period and all Regular Part-Time Employees who regularly work **twenty (20)** or more hours each week and who have completed **six (6)** months of employment shall become members of the employee-funded Long Term Disability Plan.
- (b) **An** employee who does not have sufficient Sick Leave credits to cover the ninety (90) day eligibility period, shall be deemed to be **on** an unpaid leave of absence for the remaining balance of the eligibility period. Medical, Extended Health, Dental, and Group Life/AD&D coverage shall continue during the ninety (90) day eligibility period in accordance with the cost-sharing arrangements agreed to in the Collective Agreement.
- (c) An employee who has been granted a **Long Term Disability** benefit and has been absent from work beyond the two (2) year own occupation portion **of** the **LTD Plan** shall have the employment relationship ended **save and** except the employee will continue to be eligible for the **Long Term Disability Plan** as determined **by** the

LETTER OF UNDERSTANDING - EE-FUNDED LTD PLAN (cont'd)

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carrier and further the employee shall retain a residual right to apply for a posted vacancy **as** an internal candidate for the following one (1) year period.

- (d) Where it is medically determined, that **an** employee is not anticipated to return to work, prior to the expiry of the two (2) year **own** occupation portion of the LTD Plan, the employee will be advised that their position may be posted in accordance with Article 11.4. Should the employee recover prior to the expiry of the two (2) year **own** occupation portion then they would be entitled to **return** to a comparable position.

2. **Benefits**

- (a) During the **first** year that an employee is in receipt of LTD Benefits, the Employer shall pay their contractual share of the premiums for the Medical Services Plan, Extended Health Benefits Plan, Dental Plan and Group Life Plan in accordance with the cost sharing arrangements in the Collective Agreement. Thereafter the employee shall pay the full premiums for Medical, Extended Health, Dental and Group Life. **if** the Group Life Plan. includes a premium waiver, **no** premiums **will** be payable **as** long as that provision **is** in effect.
- (b) Employees shall not earn other benefits such as, vacation pay, public holidays, sick leave and gratuity, while in receipt of LTD benefits. Where an employee returns to regular employment within the two (2) year period referred to in paragraph 1(c), the time absent will be included in the calculation of the employee's **seniority** and eligibility for **future** vacation entitlement only.

3. **Pensionable Service**

The Employer shall request and upon receiving approval **from** the Superannuation Commissioner, the period of Long **Term** Disability will be considered **as** pensionable service.

4. **Certification of Disability**

The Employer may require an employee to periodically provide medical certification during the period of disability and the date when the employee is expected to be able to return to regular duties. Such certification may be required, in an acceptable form, from the employee's physician. Where the Employer or the Medical Consultants of the Employer require a Medical Assessment, it shall be at the Employer's expense. Failure to provide proper medical certification may result in the employee being denied coverage under paragraphs 2 and 5 of this Letter of Understanding.

5. Return to Work (Rehabilitation)

- (a) Where the Employer and the employee's physician determine it advisable, employees may be assigned, either **on** a part-time or a full-time basis, to another position commensurate with the employee's **skill**, knowledge, ability and medical condition, and where **mutually** agreed between the Employer and the Union, posting and seniority requirements may be waived.
- (b) Employees who return to employment **on** a part-time basis or to light duties shall be considered to be on one (1) absence for the purposes of the Long Term Disability Plan.

6. Other Employment

Where an employee in receipt of Long Term Disability benefits, is **gainfully** employed in any capacity whatsoever, unless otherwise agreed or **unless** the employment is approved as rehabilitative employment, the employee shall not have access to any of the Sick Leave.

7. WCB and Disability

Where the Workers' Compensation Board ceases paying temporary disability benefits to an employee and the employee is unable to return to **work**, the time absent **on** WCB shall be subtracted **from** the two (2) year time period set out in paragraph 1(c) for an employee to return to work.

8. Amendments/Cancellation of the LTD Plan

- (a) The Union agrees to provide the Employer with a copy of the LTD Plan and to keep the Employer informed of any changes to the Plan. Any changes to the ninety (90) day eligibility period or the two (2) year own occupation period shall not alter those time frames as they appear in this Letter of Understanding, unless the Employer agrees in writing to amend the time frames.
- (b) **In** the event that the LTD Plan is terminated, this Letter **of** Understanding **will** terminate **on** the same date. However, this Letter of Understanding **will** continue to apply to any employee who continues to receive LTD benefits **after** the termination date until such time that all such employees have exhausted their remaining rights under this Letter of Understanding. A change in carrier shall not be considered a termination of the Plan.

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LETTER OF UNDERSTANDING - EE-FUNDED LTD PLAN (cont'd)

SIGNED THIS 8th DAY OF October, 1997.

**BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:**

**BARGAINING REPRESENTATIVES FOR
THE UNION:**

"Michelle Garvock"

"Randy Apps"

"Richard M. Scott"

"Kathy Peters"

"J.J. Hardie"

"R. Scherban"

"Harold Clark"

"Aileen Johnston"

"R. Palsenbarg"

"J. Kolisnyk"

"Malcolm Graham"

"Nimet Alibhai"