

PROPOSED TERMS OF SETTLEMENT

between the

CITY OF VANCOUVER (INCLUDING THE BOARD OF PARKS AND RECREATION)
(the "Employer")

and the

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

Whereas the attached Recommendations for Settlement from Mediator Brian Foley have been rejected by the Union's City and Park Board membership; and

Whereas the attached Recommendations for Settlement from Mediator Brian Foley have been accepted by Metro Vancouver Labour Relations Bureau and Vancouver City Council; and

Whereas the Employer and the Union have agreed to amend the Mediator's Recommendations for Settlement as outlined in Section A of the attached Appendix; and

Whereas the Employer and the Union have agreed to the items in Section B of the attached Appendix which replaces the "Matters Agreed" referred to in paragraph 1 of Mediator Brian Foley's Recommendations for Settlement; and


Whereas the balance of the Mediator's Recommendations for Settlement are acceptable to the Union's bargaining Committee; and

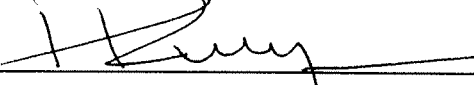
Whereas the terms of this Agreement are accepted by the Employer on the basis of the Vancouver City Council's ratification of the original Mediator's Recommendations for Settlement;

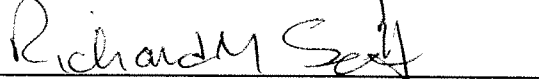
The Union's Bargaining Committee hereby agrees to recommend acceptance of these Proposed Terms of Settlement.

Signed this 12th day of October, 2007.

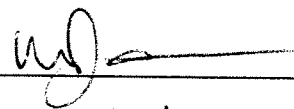
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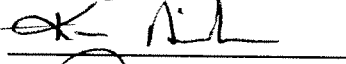


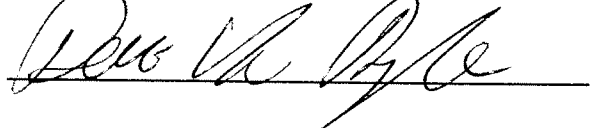




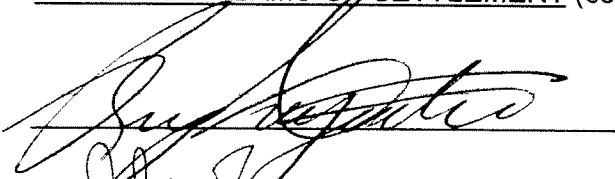
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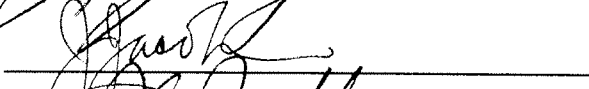


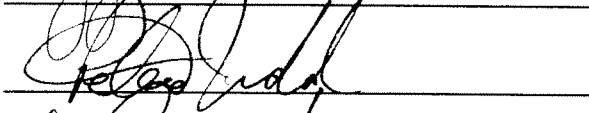




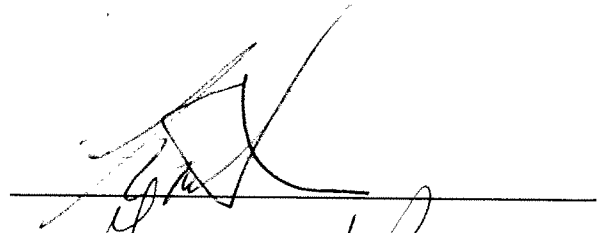
VANCOUVER – CUPE 1004
PROPOSED TERMS OF SETTLEMENT (cont'd)

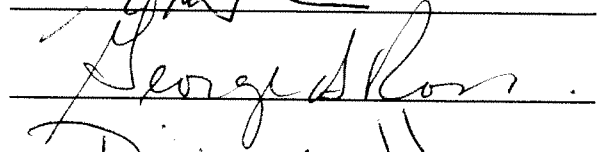




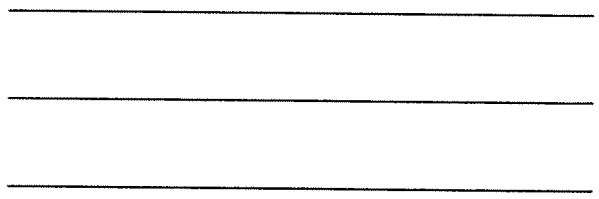


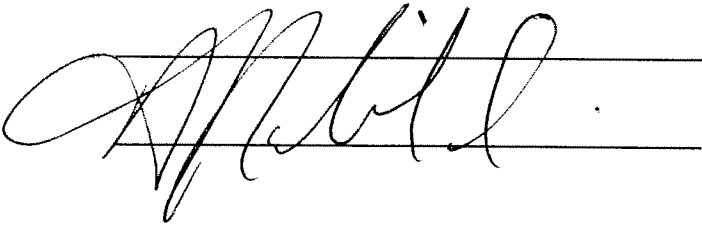












Appendix to Proposed Terms of Settlement - City of Vancouver (including Board of Parks and Recreation) and CUPE Local 1004

Section A - Changes to Mediator Brian Foley's Recommendations for Settlement

1. Extended Health Plan (City and Parks)

Add the following to item 7 of Foley's Recommendations:

- Increase the acupuncture coverage from \$200.00 per calendar year to \$250.00 per calendar year.

2. Grievance Procedure (City and Parks)

Delete the last paragraph in item 14 of Foley's Recommendations which reads as follows:

"If there is no agreement on an arbitrator or chairperson and no referral to the Director, Collective Agreement Arbitration Bureau within the ninety (90) calendar day time frame, the grievance shall be deemed abandoned."

3. Overtime Shift Assignment (City)

Amend item 17 of Foley's Recommendations to read as follows:

"The City's General Manager of Engineering Services will provide a letter to the President of CUPE Local 1004; that letter will read as follows:

"This is to confirm that, at the request of the Union, the Employer agrees to convene a Joint Committee(s) of not more than three (3) representatives of the Union and the Employer to review the current Overtime Guidelines in a particular Branch or Branches. Any changes to the current Overtime Guidelines shall be by mutual agreement. In addition, the Employer's failure to adhere to the prevailing policies or guidelines respecting overtime shift assignments may henceforth be subject to the grievance procedure."

4. Return to Work Arrangements (City and Parks)

Amend paragraph (a) of item 19 of Foley's Recommendations to change "'10 calendar days" to "14 calendar days".

5. Schedule “A” – Partnership Agreement – 2010 Olympics (City and Parks)

- (a) Amend the Partnership Agreement by adding the following new paragraph to paragraph 2 (Schedule B Provisions – City) and paragraph 3 (Schedule B Provisions – Parks):

“Work reassignments to perform Games Related Work will be offered by Branch seniority within classifications, top to bottom, or reassigned on a similar basis bottom to top.”

- (b) Amend paragraph 8 of the Partnership Agreement to read as follows:

Dispute Resolution (City and Parks)

- (a) In the event of a dispute arising out of the application of this Partnership Agreement or the Collective Agreement relating to employees assigned to Games related work or with regard to the assignment of employees to Games related work, either party shall put the issue, in writing to, in the case of the Union having a dispute, the Employer’s Designate, or in the case of the Employer having a dispute, the Union’s Designate.
- (b) The parties will meet immediately upon receipt of written communication identifying the matter in dispute.
- (c) In the event the matter is not resolved within twenty-four (24) hours of the meeting in (b) above, the dispute shall be referred to a mutually agreed to third party as single mediator/arbitrator with a view to having a hearing and verbal decision rendered within the next 24-hour period.
- (d) The parties shall meet within sixty (60) calendar days of the finalization of a 2007 Collective Agreement to establish a list of mutually agreed-to mediators/arbitrators.
- (e) The mediator/arbitrator will be requested to meet with the Employer and the Union as soon as possible to resolve the dispute. The parties agree to make themselves available on weekends and after normal working hours.
- (f) The mediator/arbitrator will conduct a hearing and make inquiries into the details of the dispute, and will attempt to obtain a consensus to resolve the matter by way of Consent Order. Failing a consensus, the mediator/arbitrator will make a final and binding decision.

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- (g) The mediator/arbitrator will give a verbal decision upon conclusion of the hearing, with a written decision to follow within ten (10) calendar days.
- (h) The mediator/arbitrator will balance and give weight and consideration to the intent of the parties to minimize any disruptions to the Games and disruptions experienced by employees in respect of scheduling, hours of work, working conditions and Collective Agreement provisions.
- (i) The mediator/arbitrator will determine the conduct of the hearing. The parties intend a short, informal hearing without case law citations or extensive evidentiary matters.
- (j) The parties will share equally the fees and expenses of the mediator/arbitrator.
- (k) All decisions of the mediator/arbitrator arising from this Partnership Agreement are without prejudice to both the Employer and the Union in any and all future matters not related to this Partnership Agreement and the "Games". They will not be referred to in any proceeding or matter not arising from this Partnership Agreement.

Section B - Matters Agreed between the Parties (replaces paragraph 1 of Brian Foley's Recommendations for Settlement)

City Agreement

1. **Term of Agreement**

The term of the new Collective Agreement shall be for five (5) years from 2007 January 01 to 2011 December 31, both dates inclusive. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

2. **General Increase**

- (a) Effective 2007 January 01, all hourly rates of pay which were in effect on 2006 December 31 shall be increased by three percent (3%). The new hourly rates shall be rounded to the nearest whole cent.
- (b) Effective 2008 January 01, all hourly rates of pay which were in effect on 2007 December 31 shall be increased by three percent (3%). The new hourly rates shall be rounded to the nearest whole cent.

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- (c) Effective 2009 January 01, all hourly rates of pay which were in effect on 2008 December 31 shall be increased by three point five percent (3.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2010 January 01 (as determined by Brian Foley), all hourly rates of pay which were in effect on 2009 December 31 shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.
- (e) Effective 2011 January 01 (as determined by B. Foley), all hourly rates of pay which were in effect on 2010 December 31 shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.

3. **Wage Adjustments**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to:

- (a) increase the Equipment Operator V classification hourly rate from \$24.91 (2006 rate) to \$25.47 (2006 rate) and to delete the reference to grandparented Equipment Operator V employees in Schedule "A"; and
- (b) reclassify the existing Trades II - Pump Mechanic position occupied by Derek Bailey to a new classification titled "Sewer Pump Station Controller" which shall be valued at the same level as the existing DFPS Systems Controller (\$28.76, 2006 rate).

4. **First Aid Premium**

Effective the first of the month following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 8.10 by increasing the OFA Level II premium from "\$85 per month" to "\$125 per month" and from "55¢ per hour" to "80¢ per hour"; and by increasing the OFA Level III premium from "\$100 per month" to "\$145 per month" and from "65¢ per hour" to "90¢ per hour".

5. **Benefit Eligibility Periods**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to:

- (a) amend Clause 9.2(a) (Medical) by replacing the words "All Regular Full-Time Employees and Temporary Full-Time Employees who have completed six (6) months' continuous service shall be" with "Effective the first day of the month following the date of hire, Regular Full-Time Employees shall be";
- (b) amend Clause 9.2(b) (Extended Health) by replacing the words "All Regular Full-Time Employees and Temporary Full-Time Employees who have completed six months' continuous service shall be" with "Effective the first day of the month following the date of hire, Regular Full-Time Employees shall be";

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- (c) amend Clause 9.3 (Dental) by replacing the words “The Employer has established a dental plan for all Regular Full-Time Employees who have completed six (6) months of continuous service” with “The Employer has established a dental plan for all Regular Full-Time Employees, effective the first day of the month following the date of hire”;
- (d) amend Clause 9.4 (Group Life) by replacing the words “All Regular Full-Time Employees shall, effective the first of the month following one year's service” with “All Regular Full-Time Employees shall, effective the first day of the month following the date of hire”.

Note: The parties acknowledge that the above reduced eligibility periods will apply to Regular Part-Time Employees by virtue of Schedule “F”, paragraph 4. Benefit eligibility periods for Temporary Full-Time Employees are unchanged and are described in Schedule “F, paragraph 3.

6. **Cost Recovery - Overtime and Callouts**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the following new provision to Clause 7.3:

“Cost Recovery

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

7. **Compassionate Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the following new sentence to Clause 9.16(e):

“It is understood that an employee working on a non-standard shift is eligible for leave under this provision for attending a funeral that is scheduled outside the employee's working hours but close to the employee's start or finish time; the amount of leave granted will be determined by the Department Head on a case-by-case basis based on the amount of time reasonably needed for clean-up, travel, etc.”

8. **Grievance Procedure**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 15 as follows:

- (a) in Step 2 amend the first reference to “five (5) working days” to “fifteen (15) working days”;

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- (b) in Step 4 amend the first reference to “five (5) working days” to “fifteen (15) working days”.

9. **Housekeeping**

Effective 2007 January 01, all housekeeping items which have been, or shall be, mutually agreed to between the parties prior to or during the drafting of the new Collective Agreement, shall be included in the new Collective Agreement. Such items include:

- (a) update Clauses 8.1 - Travel Time and 8.5 - Sewer Employees by removing the names of employees who have left;
- (b) update Clauses 9.12 and 9.14 to reflect name changes to the Pension Plan;
- (c) amend Clause 16.7 - Disabled Employees by replacing the phrase “opportunity for employees” with the phrase “opportunities for older employees” to correct an error that was made in the 2000 negotiations;
- (d) subject to mutual agreement on the wording, update the reference to Apprenticeship Plans to recognize the range of trades involved;
- (e) remove expired effective dates and related transitional wording; and
- (f) any other housekeeping changes that are mutually agreed to during the drafting of the new Collective Agreement.

10. **Drafting of New Collective Agreement**

The Employer and the Union agree that in all instances where an amendment to the Collective Agreement is effective on the date of ratification of this Memorandum of Agreement, then for the purposes of preparing the new Collective Agreement, the amended or new provision only shall appear in the new Collective Agreement together with a sentence referencing its effective date.

Park Board Agreement

1. **Term of Agreement**

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PROPOSED TERMS OF SETTLEMENT (cont'd)

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- (c) Effective 2009 January 01, all hourly rates of pay which were in effect on 2008 December 31 shall be increased by three point five percent (3.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2010 January 01 (as determined by B. Foley), all hourly rates of pay which were in effect on 2009 December 31 shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.
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- (b) amend Clause 9.2(b) (Extended Health) by replacing the words "All Regular Full-Time Employees and Temporary Full-Time Employees who have completed six

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PROPOSED TERMS OF SETTLEMENT (cont'd)

months' continuous service shall be" with "Effective the first day of the month following the date of hire, Regular Full-Time Employees shall be";

- (c) amend Clause 9.3 (Dental) by replacing the words "The Employer has established a dental plan for all Regular Full-Time Employees who have completed six (6) months of continuous service" with "The Employer has established a dental plan for all Regular Full-Time Employees, effective the first day of the month following the date of hire";
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- (b) in Step 4 amend the first reference to “five (5) working days” to “fifteen (15) working days”.

9. **Lifeguards**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Schedule “F”, item 4(a), by replacing the words “minimum of sixty (60) hours” with the words “minimum of forty (40) hours”.

10. **Housekeeping**

Effective 2007 January 01, all housekeeping items which have been, or shall be, mutually agreed to between the parties prior to or during the drafting of the new Collective Agreement, shall be included in the new Collective Agreement. Such items include:

- (a) update Clause 8.3 - Sewage Pumping Stations by removing the names of employees who have left;
- (b) update Clauses 9.12 and 9.14 to reflect name changes to the Pension Plan;
- (c) subject to mutual agreement on the wording, update the reference to Apprenticeship Plans to recognize the range of trades involved;
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