

RECOMMENDATIONS FOR SETTLEMENT

PROPOSED BY MEDIATOR BRIAN FOLEY

TO RESOLVE THE LABOUR DISPUTE

BETWEEN THE CITY OF VANCOUVER AND

THE VANCOUVER PUBLIC LIBRARY

AND CUPE LOCAL 15 (INSIDE WORKERS), CUPE LOCAL 391

(LIBRARY WORKERS) AND CUPE LOCAL 1004 (OUTSIDE WORKERS)

OCTOBER 5, 2007

Amended to include recommendations for CUPE 1004 only and to correct a typo in the date for the Term of the Partnership Agreement.

For items marked with * please refer to Proposed Terms of Settlement (Oct. 12, 2007)

BACKGROUND

The collective agreements between the City of Vancouver, the Vancouver Public Library, and CUPE Local 15, CUPE Local 391 and CUPE Local 1004 expired on December 31, 2006. Bargaining committees for the City, the Library and the three CUPE Locals met a number of times in collective bargaining but they were unable to finalize the terms for renewal collective agreements.

The dispute between the parties escalated into a full strike in mid-July 2007 involving over 4,000 members of CUPE Local 15, CUPE Local 391 and CUPE Local 1004.

In mid-September, 2007, I was engaged as mediator by the City and CUPE Locals 15 and 1004. I met with the bargaining committees of the City and the two CUPE Locals on September 17, 19, and 21, 2007 but no progress was made to resolve the dispute.

On September 21, 2007, the City and the two CUPE Locals agreed to an enhanced mediation process whereby I would meet separately with the respective bargaining committees for the City and the two CUPE Locals, obtain their verbal and written submissions on the many issues still unresolved, and then I would provide them with my written recommendations for settlement of the terms and conditions for renewal collective agreements.

The Library and CUPE Local 391 subsequently also agreed to this enhanced mediation process whereby I would also provide them with my written recommendations for settlement of the terms and conditions for their renewal collective agreement.

On September 24, 26, 28, 29, 30 and October 1 and 3, 2007, I held a series of separate meetings with the bargaining committees for the City, the Library, and the three CUPE Locals. I provided them with a full opportunity to present their verbal and written submissions on the issues in dispute respecting the inside workers, the library workers and the outside workers.

After considering all the representations made to me and the provisions of other collective agreements in the municipal sector and in other jurisdictions, I recommend the following terms and conditions for renewal collective agreements between the City, the Library, and CUPE Locals 15, 391 and 1004.

There are three parts to my recommendations, one for each of the CUPE Locals.

Brian Foley

PART 1: RECOMMENDATIONS FOR SETTLEMENT – THE CITY OF VANCOUVER (INCLUDING THE VANCOUVER PARK BOARD, BRITANNIA COMMUNITY SERVICES SOCIETY AND RAY-CAM COOPERATIVE ASSOCIATION) AND CUPE LOCAL 15

(This Section has been deleted as it does not related to CUPE 1004)

PART 2: RECOMMENDATIONS FOR SETTLEMENT – THE CITY OF VANCOUVER (INCLUDING THE VANCOUVER PARK BOARD) AND CUPE LOCAL 1004

1. MATTERS AGREED TO BY THE CITY AND CUPE LOCAL 1004 BEFORE SEPTEMBER 21, 2007

All matters agreed to by the City and CUPE Local 1004 before September 21 will be incorporated unchanged into the renewal collective agreement. Any disagreements in this regard will be referred to Brian Foley for a binding decision.

2. MATTERS RAISED BY THE CITY OR CUPE LOCAL 1004 DURING COLLECTIVE BARGAINING AND/OR MEDIATION BUT NOT INCLUDED IN THESE RECOMMENDATIONS FOR SETTLEMENT

Any matters raised by the City or CUPE Local 1004 during collective bargaining and/or the mediation process that are not included in these Recommendations For Settlement are considered withdrawn.

3. EFFECTIVE DATES

Unless otherwise specified in a particular Brian Foley Recommendation For Settlement or otherwise agreed matter, the effective date for any changes to the expired collective agreement will be the date of the ratification of Brian Foley's Recommendations For Settlement by the City and the Library and all three CUPE Locals.

4. EFFECTIVE DATES OF GENERAL WAGE INCREASES

The general wage increases over the five year term of the collective agreement from January 1, 2007 will all be effective on January 1st of each year (that is, 3% on January 1, 2007, 3% on January 1, 2008, 3.5% on January 1, 2009, 4% on January 1, 2010 and 4% on January 1, 2011).

5. TRADES ADJUSTMENTS (CITY AND PARKS)

(a) Effective January 1, 2007, after the application of the general wage increase on that date, the Journeyman Mechanics, Trades II Mechanics and the Working Foreman (Trades) who supervise Journeyman Mechanics will be provided an hourly wage adjustment of \$1.00 per hour. This increase will only be applicable to employees in these classifications who return to work for a minimum of two (2) pay periods following ratification of these Recommendations For Settlement.

(b) The hourly rate of pay for all Journeyman and Trades II classifications and related Trades supervisory classifications will be increased as follows:

- Effective October 1, 2007 - \$0.50 per hour
- Effective October 1, 2008 - \$0.50 per hour

(c) ~~The above trades adjustments shall not be used as the basis for argument or as comparison criteria to alter the classification or value of any other classification.~~

(d) Effective October 1, 2007, the existing Operations Worker II working on the Vactor Truck will be reclassified to Equipment Operator II and a new job description will be prepared to reflect the duties of this classification.

6. COMPRESSED WORK WEEK (CITY AND PARKS)

A Letter Of Understanding entitled "Compressed Work Week" will be added to the collective agreement. This Letter will read as follows:

"The following joint committees will be established to address the matter of the compressed work week:

(A) Parks

A Joint Committee, comprised of three (3) representatives of the Employer and three (3) representatives of the Union, will be established to discuss the subject of alternate work week schedules in the Park Board Operations. The Committee will determine potential areas for alternate work weeks based on a number of criteria which shall include, but not be limited to: seasonal and operational requirements, daylight hours, scheduling, productivity, employee attendance, interaction with park and facility customers and financial implications.

The discussions shall include consideration of different compressed work week arrangements such as 9-day fortnights and 4x10s. The Committee will submit its recommendations no later than April 30, 2008 to the General Manager, Park Board.

(B) Sanitation Operations Branch

A Joint Committee, comprised of three (3) representatives of the Employer and three (3) representatives of the Union, will be established to discuss the subject of alternate work week schedules in the Sanitation Operations Branch.

The Committee shall discuss alternate work week schedules that provide for:

- Four days of collections in each of garbage, yard waste, and recycling each week;
- Seven day operations in litter collection, and street cleaning on dayshifts and afternoons;
- Seven day operations on graveyards in accordance with existing pilot compressed work schedule;

- Choice and/or assignment to shifts based on length of service, and qualifications needed on each shift, with the choice of shifts from the top down, and assignment to shifts from the bottom up;
- The number of employees on each shift schedule at the discretion of the Employer based on operational requirements;

Any alternative workweeks implemented through this process shall be calculated in accordance with Appendix "A", Schedule "D" Part I of the collective agreement.

If agreement can be reached by the Joint Committee on alternate work week schedules that meet these criteria, the alternate work week schedules will be implemented as soon as practical.

(C) Equipment Services Branch

A Joint Committee, comprised of three (3) representatives of the Employer and three (3) representatives of the Union, will be established to discuss the subject of alternate work week schedules in the Equipment Services Branch.

The Committee shall discuss alternate work week schedules that provide for:

- seven day coverage on day shifts;
- five day coverage on afternoons;
- five day coverage on graveyard shifts;
- afternoon and graveyard shifts on a four (4) day week;
- day shifts that include either a Saturday or Sunday on a four 4 day week;
- day shifts that do not include Saturday or Sunday to be 9 day fortnights;
- Choice and/or assignment to shifts based on length of service, and qualifications needed on each shift, with choice of shifts from the top down, and assignment to shifts from the bottom up;
- The number of employees on each shift schedule at the discretion of the Employer based on operational requirements.

Any alternative workweeks implemented through this process shall be calculated in accordance with Appendix "A", Schedule "D" Part I of the collective agreement.

If agreement can be reached by the Joint Committee on alternate work week schedules that meet these criteria, the alternate work week schedules will be implemented as soon as practical.

7. EXTENDED HEALTH PLAN (CITY AND PARKS)

Effective January 1, 2008, Clause 9.2(b) will be amended as follows:

- increase the eye exam coverage from "\$75.00 per person per twenty-four (24) month period" to "\$100.00 per person per twenty-four (24) month period"; and

- increase the vision care option from “\$350.00 per person per twenty-four (24) month period” to “\$450.00 per person per twenty-four (24) month period, including coverage for laser eye surgery”.

8. WHISTLEBLOWER (CITY AND PARKS)

The Vancouver City Manager will send a letter to the two CUPE Locals 15 and 1004, confirming the following:

- In accordance with a direction from City Council dated July 20, 2006, City staff will submit a Whistleblower Policy for City Council consideration, with the objective of Policy implementation in the City and Parks by March 1, 2008.
- In developing the Policy, City staff will consider the manner in which the matter of whistleblowing has been dealt with in BC and other Canadian municipalities.
- A draft of the Policy will be provided to the two CUPE Locals 15 and 1004, consultation meetings will be held with the two CUPE Locals and City staff will give reasonable consideration to any suggestions put forward by the Locals for changes to the draft Policy.
- When the draft Policy is then submitted to City Council, City staff will ensure that City Council is provided a summary of the manner in which whistleblowing has been dealt with in BC and other Canadian municipalities.
- City staff will recommend to City Council that any adopted Whistleblower Policy be considered for adoption by the Britannia Community Services Society and the Ray-Cam Cooperative Association.
- With respect to the City and Parks, it is understood and agreed that any discipline arising from the application of a Whistleblower Policy can be processed in accordance with the grievance procedure in the applicable collective agreement.

9. SHIFT PREMIUM (CITY AND PARKS)

Clause 6.8 will be amended by replacing the words “shall be paid a shift premium of seventy-five (\$0.75) cents per hour” with the words “shall be paid a shift premium of eighty-five (\$0.85) cents per hour”.

10. DIRTY PAY (CITY AND PARKS)

(A) City

Clauses 8.4 (Pump House and Sump Workers), 8.5 (Sewer Employees) and 8.7 (Live Sewage Bonus) will be amended by:

(a) increasing the premium in each of these Clauses from "sixty-five cents (65¢) per hour" to "one dollar (\$1.00) per hour"; and

(b) adding the following new sentence: "When the premium is applicable, it shall be paid for a minimum of two (2) hours."

(B) Parks

Clause 8.3 (Sewage Pumping Stations) will be amended by:

(a) increasing the premium from "sixty-five cents (65¢) per hour" to "one dollar (\$1.00) per hour"; and

(b) adding the following new sentence: "When this premium is applicable, it shall be paid for a minimum of two (2) hours."

11. VACATIONS (CITY AND PARKS)

Clause 10.1 will be amended by:

- deleting paragraph (a)(1) and amending paragraph (a)(ii) to read as follows (re-letter existing provisions):

"(a) In the first calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of fifteen (15) working days for each month or portion of a month greater than one-half (1/2) worked by December 31st."

- adding the following new paragraph to the "PROVIDED THAT" section and re-letter the existing provisions:

"(i) Upon hiring, an employee from another municipal employer may be started at any level on the vacation schedule set out above at the discretion of the General Manager - Human Resources Services or designate. New employees who receive recognition for service under this provision will not receive recognition in other areas, such as but not limited to seniority or length of service and will not receive further recognition for future vacation entitlements as described in the Collective Agreement."

12. DEFERRED VACATION (CITY AND PARKS)

Clause 10.1(e) will be amended by:

- replacing the words "entitled to annual vacation of twenty (20) working days" with the words "entitled to annual vacation of twenty-five (25) working days";

- replacing the words "shall take at least fifteen (15) working days" with the words "shall take at least twenty (20) working days";
- replacing the words "in excess of fifteen (15) working days" with the words "in excess of twenty (20) working days"; and
- adding a new paragraph that reads as follows:

"When an employee's deferred vacation bank reaches the maximum and the employee has unused vacation in a calendar year, the Employer may, at its discretion pay out the unused vacation for that year."

13. PERSONNEL RECORDS (CITY AND PARKS)

The following new paragraph will be added to Clause 16.6:

"(d) Discipline letters will be removed from an employee's personnel file four (4) years from the date of the disciplinary incident upon application by the employee provided no further incident or misconduct has occurred."

Note: This provision applies retroactively to the personnel files of all employees.

14. GRIEVANCE PROCEDURE (CITY AND PARKS)

The arbitration section of Clause 15 will be amended to read as follows:

"If no settlement is reached within twenty (20) working days of the meeting between the City Manager or designate and the Union, the grievance may be submitted by the Union to a Board of Arbitration within twenty (20) working days of receiving the Employer's response and the grievance shall be finally and conclusively settled without stoppage of work, by arbitration. If such referral is not made within the above specified time period, the grievance shall be deemed abandoned.

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 wish a three-person Board of Arbitration, which shall then consist of one (1) person appointed by each party and a chairperson to be mutually agreed by the two (2) appointees. Each party shall bear the expenses of the arbitrator appointed by such party and shall pay half the expenses of the chairperson. The decision of the Board shall be final and binding on both parties.

Where the parties are unable to agree on an arbitrator or a chairperson within fourteen (14) calendar days of the referral, either party may apply to the Director, Collective Agreement Arbitration Bureau within the following ninety (90) calendar days to make the appointment.

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."

15. CEMETERY COMMITTEE (CITY AND PARKS)

The following Letter of Understanding entitled "Cemetery Committee" will be added to the collective agreement:

"A Joint Committee will be established to discuss Union concerns regarding the payment of premiums at the cemetery. The Committee shall consist of not more than two (2) members from the Employer and the Union respectively. The Committee will meet within one (1) month after notification from the Union that it wishes to meet and the Committee shall report to its respective principals within four (4) months after the first meeting but not later than March 31, 2008."

16. WorkSafeBC MAKE-UP (CITY AND PARKS)

Clause 9.11(a) will be amended to read as follows:

"(a) A Regular Full-Time Employee who has completed six months of continuous service, and a Temporary Full-Time Employee who has WCB coverage pursuant to Schedule "F", whose claim for Worker's Compensation temporary disability benefits is accepted by WorkSafeBC, shall assign the employee's WCB cheque to the Employer and the Employer shall pay the employee's approximate net salary. During a period of time that WorkSafeBC is adjudicating the employee's claim for temporary disability benefits, the Employer will, in the form of an advance, pay approximate net salary to the employee for as long a period as the employee has short-term or medium-term disability benefits, gratuity, vacation, and overtime credits. When WorkSafeBC renders a decision, the employee's pay shall be recalculated retroactive to the date of the claim based on the applicable source of pay for the employee (e.g. WorkSafeBC make-up, short-term disability, medium-term disability, gratuity, vacation, overtime credits). When WorkSafeBC rejects an employee's claim, the employee must make an application for short-term and medium-term disability benefits."



17. OVERTIME SHIFT ASSIGNMENTS (CITY)

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, if the Employer intends to amend any current policies or guidelines on overtime shift assignments, the Employer will consult meaningfully with the Union before implementing any changes. Furthermore, the Employer's failure to adhere to the prevailing policies or guidelines respecting overtime shift assignments may henceforth be subject to the grievance procedure."

18. PARTNERSHIP AGREEMENT – 2010 OLYMPICS AND PARALYMPICS WINTER GAMES (CITY AND PARKS)

The enclosed "Schedule A" sets out the terms and conditions for the Partnership Agreement respecting the 2010 Olympic and Paralympics Winter Games.



19. RETURN TO WORK ARRANGEMENTS (CITY AND PARKS)

The following return to work arrangements will apply when these Recommendations For Settlement are accepted by the Employer and CUPE Local 1004:

- (a) Regular Full-Time, Temporary Full-Time and Regular Part-Time Employees are expected to return to work in accordance with work requirements and the seniority provisions in the collective agreement. Employees not returning to work within 10 calendar days shall be deemed to have resigned unless they have valid reasons for not being able to return and they have made arrangements with the Employer for an acceptable return date. Auxiliary Employees will confirm their return to work schedules by contacting their supervisor.
- (b) All employees who return to work shall suffer no loss of seniority. Entitlements to Vacation Leave in 2007, Supplementary Vacation, Sick Leave and Gratuity Leave and trigger dates for vacation increases and salary increments shall not be affected by the work stoppage.
- (c) Any employee may cash out up to 10 days of current or banked leave entitlements. This is a one time option for employees to be exercised prior to the end of business on November 30, 2007.
- (d) The time absent due to the work stoppage is not pensionable service.
- (e) The Employer agrees that employees will not be subject to discriminatory, disciplinary or reprisal action for legal strike activity during the work stoppage. The Union agrees not to take any reprisal action against employees due to their actions or non-participation in strike activity and not to engage in any harassment or discrimination against exempt employees who performed the work of bargaining unit members during the strike.
- (f) All applications/complaints/proceedings before the Labour Relations Board shall be withdrawn.
- (g) Time limits for grievances shall be extended by the length of the work stoppage.
- (h) The remaining balance of any probationary period which was being served at the time the work stoppage commenced shall be served commencing the date the employee returns to work.

- (i) The Employer agrees that any posted vacancy, where the posting period expired during the period of the work stoppage, will be reposted in accordance with the collective agreement or extended, following the employees' return to work.
- (j) As soon as possible following ratification of the Recommendations For Settlement, a lump sum payment of \$1,000.00 (pro-rated, where applicable, based upon an employee's average weekly hours from January 1, 2007 to July 20, 2007) shall be paid to each Regular Full-time, Temporary Full-Time and Regular Part-time Employee who returns to work in accordance with paragraph(a) of these Return To Work Arrangements and continues to be actively at work for a minimum of one (1) complete pay period following their return to work.

Auxiliary Employees shall qualify for a pro-rated return to work payment provided they have worked a minimum of 350 hours during the period from January 1, 2007 to July 20, 2007 and have returned to work by April 7, 2008. For Auxiliaries, the pro-rated return to work payment shall be paid as soon as possible following the employee's return to work.

The pro-ration for Auxiliaries shall be in accordance with the following formula:

$$\frac{\# \text{ Ave. weekly hrs worked (2007/01/01 - 2007/07/20)}}{40} \times \$1,000.00 = \text{pro-rated payment}$$

The lump sum payment shall be subject to the minimum statutory deductions required by law and shall not be treated as wages for the purpose of pension contributions.

- (k) Any dispute respecting these return to work arrangements will be referred to Brian Foley for a final and binding decision.

SCHEDULE "A" – PARTNERSHIP AGREEMENT - 2010 OLYMPICS (CITY AND PARKS)

The Employer and the Union agree that the following terms and conditions shall apply to all employees assigned to Games-related work during the period covered by the Games and may also be applied to test events, practice sessions, celebrations and other similar events or shut down of operations both leading up to and during the Games as necessitated by the Games.

1. CUPE 1004 Collective Agreement

The CUPE Local 1004 Collective Agreement with the Employer shall apply except as temporarily varied through this Partnership Agreement.

2. Schedule B Provisions - City

During this period, the provisions of Schedule B of the City of Vancouver and CUPE 1004 Collective Agreement shall be temporarily modified by adding under the General Provisions the following:

"At this time, the main activity anticipated to require substantial workforce modifications is street cleaning (litter collection, manual and mechanical street cleaning and flushing, snow removal and ice control, litter can collection and the like). As the Games draw closer, it is possible that other tasks and activities requiring reassignment and/or rescheduling of workers may be identified.

Employees may be reassigned from their Operating Branches (Sanitation, Streets, Waterworks, Sewers, Traffic and Electrical Operations) to assist in Games related work. CUPE 1004 employees assigned to Games related work will be scheduled based on the general scheduling provisions of the Collective Agreement as described in Clause 6 (Working Conditions) and the Schedule B (Crews Required to Work Other Than a Normal Work Week) provisions for Sanitation's Street Cleaning Section as modified herein notwithstanding the duties may go beyond street cleaning."

Under Item 1, Sanitation Branch (b) Street Cleaning Section, the following addition shall be made:

"Afternoon Shift – Monday through Sunday

Eight (8) hours work between 1:00 p.m. and 11:00 p.m.

Night Shift – Monday through Sunday

Eight (8) hours work between 9:00 p.m. and 7:00 a.m.

Day Shift – Saturday and Sunday

Eight (8) hours work between 7:00 a.m. and 5:00 p.m.

The sanitation afternoon shift, 4-day week street cleaning operation will remain in effect but the start time may be varied.”

3. Schedule B (Crews Required to Work Other Than Normal Work Week) Provisions – Parks

During this period, the provisions of Schedule B of the Vancouver Board of Parks and Recreation and CUPE 1004 Collective Agreement shall be temporarily modified by adding under the General Provisions the following:

“At this time it is expected that Park Scavenging, Sanitation and Clean-Up will require additional resources during this period. As the Games draw closer, it is possible that other tasks and activities requiring reassignment and/or rescheduling of workers may be identified.

Employees may be reassigned to assist in completing any Games related work. Park Board employees assigned to Games related work will be scheduled based on the general scheduling provisions of the Collective Agreement as described in Clause 6 and the Schedule B provisions for Park Scavenging, Sanitation and Clean-Up repeated here for reference only notwithstanding the duties may go beyond park scavenging, sanitation and clean-up.

Days - eight (8) hours work between 5:00 a.m. and 3:00 p.m.

Afternoons - eight (8) hours work between 1:00 p.m. and 11:00 p.m.

Nights - eight (8) hours work between 9:00 p.m. and 7:00 a.m.”

4. Designated Facilities and Sites (City and Parks)

Under the City’s current and anticipated agreements with VANOC(including affiliated agencies, sponsors and others), certain City facilities will be provided to VANOC for their Exclusive Use during the Games. These facilities will include City buildings, parking lots, streets, parks and other City lands. These sites are collectively referred to as “Designated Facilities and Sites”.

- (a) The Employer shall set the hours of operation and designate the Designated Facilities and Sites.
- (b) It is recognized that Designated Facilities and Sites may include some or all of the grounds, parking and adjoining sites and structures around or near a building and may also include open space locations or plazas (including parking areas) designated for use as part of the Games and any associated events and celebrations. It is also understood that a “Designated Facility and Site” may include only a portion of a building or site.
- (c) VANOC will have exclusive use of Designated Facilities and Sites as assigned by the Employer during the period of the Games. Designated Facilities and Sites may also be

used exclusively by VANOC for purposes such as training, test events, practice sessions, construction and preparation, leading up to, during and as part of the shut down process following conduct of the Games. (For the purposes of this Partnership Agreement, all of the above constitutes the "Exclusive Use Period".)

- (d) Subject to the conditions of this agreement, VANOC will give priority consideration to utilizing CUPE Local 1004 members to perform work in the "Designated Facilities and Sites" that is usually performed by employees in the bargaining unit during the "Exclusive Use Period" and to perform work in those facilities and sites that is unique to the "Games" or new to the facilities.

However, VANOC retains the ability to use non-Employer employees, non-bargaining unit employees, volunteers, contractors, or exempt staff of the Employer to perform any work or direct or manage the work of employees at the "Designated Facilities and Sites" during the "Exclusive Use Period".

- (e) All employees assigned to work during the period of the Games at Designated Facilities and Sites will be required to undergo and pass a security check conducted by the RCMP.
- (f) Employees assigned to work at test events, practice sessions, training or during shutdown operations at the Designated Facilities and Sites may be required to undergo and pass a security check conducted by the RCMP.
- (g) Employees who do not wish to undergo a required security check or who do not pass a security check will not be permitted to work, depending on the nature of the event and the security issues, at the Designated Facilities and Sites. These employees will be reassigned to other work outside of the Designated Facilities and Sites.
- (h) With the consent of the employee, the Employer will provide the names of employees required to undergo the security check to VANOC who will forward the names to the RCMP. The RCMP will advise VANOC of the results of the security check on the basis of a pass or a fail only. VANOC will advise the Employer of the names of the employees who have passed the security check. No further information regarding the security checks will be provided to the Employer by VANOC or by the RCMP.

5. Remuneration and Use of Quotas (City and Parks)

Regular Full-Time and Regular Part-Time Employees shall suffer no loss of regular pay as a result of this Partnership Agreement.

Regular Full-Time and Regular Part-Time Employees assigned to Games related work shall maintain their normal classified hourly rate of pay during such assignments unless assigned by the Employer to work in a higher rated classification recognized under the applicable collective agreement. If assigned to a higher rated classification, the employee shall be paid accordingly.

Employees who are rescheduled or reassigned to Games related work can choose to utilize accrued vacation, overtime banks or take an approved unpaid leave of absence should their request not to be rescheduled or reassigned be approved.

6. Uniforms (City and Parks)

- (a) Employees assigned to Games related work may be required to wear VANOC-issued uniforms.
- (b) Employees required to wear VANOC-issued uniforms shall receive a one-time payment of fifty dollars (\$50.00) to cover the costs of cleaning and maintaining the uniforms.

7. Consultation (City and Parks)

During the build up to the Games, the Employer will meet with the Union to discuss issues related to this Partnership Agreement, including keeping the Union informed of locations that may be used as "Designated Facilities and Sites".

8. Dispute Resolution (City and Parks)

The Employer and the Union agree that all alleged violations of this Partnership Agreement and/or the Collective Agreement that relate to the Games shall be dealt with in the following manner:

- (a) The employee or Union representative will advise the applicable General Manager of the complaint in writing or by e-mail within twenty-one (21) calendar days of the incident giving rise to the complaint, or of the date when the employee first became aware of the incident, the nature of the issue, the alleged violation of the Collective Agreement and/or the Partnership Agreement and the remedy sought.
- (b) Unless the General Manager or designate advises otherwise, the matter will be held in abeyance until the end of the Games Period at which time the time periods commencing with Step 1 of the Grievance Procedure will commence.

9. Without Prejudice – No Ongoing Changes To The Collective Agreement

This Partnership Agreement shall not be attached to or form part of the new Collective Agreement and is without prejudice to both the Employers and the Union with respect to any past, current or future position they may take with respect to the issues contained in the Partnership Agreement. Additionally, the Partnership Agreement will not result in any ongoing changes to the Collective Agreement.

10. Term of Partnership Agreement

This Partnership Agreement is effective from the date of finalization of the 2007 Collective Agreement and shall continue in full force and effect until and including April 9, 2010 or the conclusion of the shut down period immediately following conclusion of the Games, whichever is later.

**PART 3: RECOMMENDATIONS FOR SETTLEMENT – THE VANCOUVER
PUBLIC LIBRARY AND CUPE LOCAL 391**

(This Section has been deleted as it does not related to CUPE 1004)

Date of Ratification: October 14, 2007

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 ____ day of _____, 2007.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

BARGAINING REPRESENTATIVES FOR
CUPE LOCAL 1004:

Tom Timm

Mike Jackson

Piet Rutgers

Ken Davidson

Richard M Scott

Dave Van Dyke

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

Ray Augustine

Lindsay Graham

Jaclyn Jacobson

George S Ross

Peter Judd

Diane Halbert

Anita Bleick

Andrew Naklicki

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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PROPOSED TERMS OF SETTLEMENT (cont'd)

- (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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PROPOSED TERMS OF SETTLEMENT (cont'd)

- (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**

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.

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PROPOSED TERMS OF SETTLEMENT (cont'd)

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.
- (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.
- (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 increase the Equipment Operator V classification hourly rate from \$24.91 (2006 rate) to \$25.47 (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

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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";
- (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 "H", paragraph 4. Benefit eligibility periods for Temporary Full-Time Employees are unchanged and are described in Schedule "H", 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:

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PROPOSED TERMS OF SETTLEMENT (cont'd)

- (a) in Step 2 amend the first reference to “five (5) working days” to “fifteen (15) working days”;
- (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;
- (d) remove expired effective dates and related transitional wording; and
- (e) any other housekeeping changes that are mutually agreed to during the drafting of the new Collective Agreement.

11. **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.