



MEMORANDUM OF SETTLEMENT

Between

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

And

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

The parties hereby agree to recommend to their respective principals the attached package of documents as agreed in principle on March 11, 2016 as a basis for new Collective Agreements to replace the Agreements expiring on December 31, 2015.

**Signed on behalf of:
CUPE Local 1004**

City of Vancouver

"Andrew Ledger"

"Howard Normann"

"Michael Lupo"

"Dave Lundberg"

"Bonnie Lynn Duncan"

"Paul Mochrie"

"Gary Parker"

"Daniel Roberge"

"Paul Baratta"

"Michael Neill"

"Shawn Philley"

"Kevin Jeske"

"Filipe De Menezes"

"Pauline Moshier"

"Karen Kindrid"

"Alex Downie"



Date: _____



Date: _____

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1. Schedule "B" (City/Parks)

SCHEDULE "B" - City

Collective Agreements	City	✓	Parks	x				
Employee Statuses	RFT	✓	RPT	x	TFT	x	Aux	x

3. SEWERS BRANCH

.....

(c) Service Truck

Up to ~~three (3)~~ four (4) employees in the Sewers Branch to work an afternoon shift between the hours of 3:30 p.m. to 12:00 a.m., Monday to Friday. ~~This would consist of a two-person crew operating a Sewers Maintenance Truck, and one other person performing other miscellaneous duties, and acting as a back up to the Maintenance Truck in the event of the absence of one of the crew members.~~

.....

SCHEDULE "B" - Parks

Collective Agreements	City	✓	Parks	x				
Employee Statuses	RFT	✓	RPT	x	TFT	x	Aux	x

12. Irrigation Workers

Shifts may start as early as 6 am April 01 to September 30 inclusive.

[Type text]

2. Clause 6.8 (City/Parks) - Shift Premium

Collective Agreements	City	✓	Parks	✓				
Employee Statuses	RFT	✓	RPT	x	TFT	x	Aux	x

The Employer proposes to update the language to reflect current operations.

Regular Full-Time Employees in the following classes

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

(ii) ~~the watchman class;~~ shall be paid a shift premium of ~~eight five cents (85c)~~ one dollar (\$1.00) per hour for all regular hours before 6 a.m. and after 6 p.m., provided that where the majority of an employee's regular hours of work fall outside the period described above, the shift premium shall apply to the entire shift.

[Type text]

3. Clause 7.3.a.iii (City/Parks) - Compensating Time Off (C.T.O.)

Collective Agreements	City	✓	Parks	✓				
Employee Statuses	RFT	✓	RPT	x	TFT	x	Aux	x

City

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

a) ...

(iii) Time off in lieu of overtime, or work on public holidays, may be taken in single or multiple days, and must be approved by the employee's Branch Superintendent, ~~and may be taken in no less than multiples of one week (five work days) at one time, except as provided in Clause 7.3(b). These days may be made up of days off in lieu of overtime or time worked on public holidays, regular vacation, a public holiday in that particular week, or gratuity days necessary to make up a two-week or more leave.~~

...

Parks

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

a) ...

(iii) Time off in lieu of overtime, or work on public holidays, may be taken in single or multiple days, and must be approved by the employee's Superintendent Division Head, ~~and may be taken in no less than multiples of one week (five work days) at one time, except as provided in Clause 7.3(b). These days may be made up of days off in lieu of overtime or time worked on public holidays, regular vacation, a public holiday in that particular week, or gratuity days necessary to make up a two-week or more leave.~~

...

Clause 9.8.c (City/Parks) - Gratuity Plan

Collective Agreements	City	✓	Parks	✓				
Employee Statuses	RFT	✓	RPT	x	TFT	x	Aux	x

(c) Gratuity Leave

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

~~(i) The minimum gratuity leave which shall be taken shall be five (5) days and the maximum leave twenty (20) days. Only one period of gratuity leave may be taken in a calendar year.~~

[Type text]

(i) An employee's right to gratuity leave shall be subject at all times to the exigencies of the Department of the employee and to the discretion of the ~~Department Head~~. General Manager or designate.

[Type text]

4. Premiums

- Clause 8.3 (City) Bridge Painters

- Clause 8.10 (City) and 8.4 (Parks) - First Aid Premiums

Clause 8.3 Bridge Painters (City)

Collective Agreements	City	✓	Parks	x				
Employee Statuses	RFT	✓	RPT	✓	TFT	✓	Aux	✓

A premium of thirty-five cents (35¢) per hour shall be paid to Bridge Painters when they are working over the sides or under the decks of bridges maintained by the City, or for working in closed columns, boxes and expansion joints. For purposes of this clause, 'bridges' refers to the Burrard, Cambie, First Avenue, Georgia and Dunsmuir Viaduct, Granville and Hastings Viaduct bridges, and the Powell Street Overpass.

Clause 8.10 (City), 8.4 and Schedule "F" 6.b (Parks) - First Aid Premiums

Collective Agreements	City	✓	Parks	✓				
Employee Statuses	RFT	✓	RPT	✓	TFT	✓	Aux	✓

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: At the Employer's option, payment will be either hourly or monthly, as follows:

~~Full-Time Employees~~

~~Regular Part-Time & Auxiliary Employees~~

OH&S Level II ~~\$125~~ \$150 per month

~~or~~ 90¢ ~~80¢~~ per hour

OH&S Level III ~~\$145~~ \$175 per month

~~or~~ \$1.00 ~~90¢~~ per hour

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

[Type text]

5. Clause 8.6 (Parks) 8.11 (City) - Compensation for Instruction

Clause 8.6 (Parks) 8.11 (City) - Compensation for Instruction - Truck Drivers and Equipment Operators

Collective Agreements	City	✓	Parks	✓				
Employee Statuses	RFT	✓	RPT	✓	TFT	✓	Aux	✓

Truck Drivers and Equipment Operators designated as instructors by the Employer shall receive a premium of \$1.00 per hour above their regular rate while so instructing.

~~(a) Truck Drivers and Equipment Operators participating in the City of Vancouver's Driver Trainer Program as instructors shall receive a premium of \$1.00 per hour above their regular rate while so instructing. Such compensation shall be for providing instruction in all aspects of the vehicle or equipment operations, and evaluating the progress and performance of trainees and reporting same to a superior.~~

~~(b) Such instructor positions shall be posted and candidates shall be required to have their appropriate B.C. Driver's License, have successfully completed City of Vancouver's Driver Training Course or passed the City of Vancouver's Road Test and written tests (including the City of Vancouver's Air Brake test) and passed an annual review in order to retain their status as instructors. In addition, updating and upgrading instruction by the Supervisor, Driver Training, may be required of incumbents on Employer's time.~~

[Type text]

6. Clause 9.2 (City/Parks) - Medical Coverage

- Prescription Eyewear - not included in the Collective Agreement
 - Addiction Services - as per Attachment B
-

Clause 9.2(b) – Extended Health Care Plan

Collective Agreements	City	✓	Parks	✓				
Employee Statuses	RFT	✓	RPT	✓	TFT	✓	Aux	x

(b) Extended Health Care Plan

Effective the first day of the month following the date of hire, Regular Full-Time Employees shall be entitled to coverage under an Extended Health Care Plan with the Employer. The provision of these benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits, coverage for:

- (1) eye exams to a maximum payable of \$100.00 per person per twenty-four (24) month period;
- (2) vision care to a maximum payable of ~~\$450.00~~ \$650.00 per person per twenty-four (24) month period, including coverage for laser eye surgery;
- (3) hearing aids to a maximum payable of \$700.00 per person in a five (5) calendar year period;
- (4) orthopedic shoes to a maximum payable of \$400.00 for adults/\$200.00 for children in a calendar year and orthotics to a maximum payable of \$300.00 every five (5) years;
- (5) diabetic equipment and supplies, ostomy supplies, and clinical psychologist services (\$600.00 maximum payable per person in a calendar year);
- (6) chiropractor and naturopath services to a combined maximum of \$500.00 per calendar year; physiotherapist and massage practitioner services to a combined maximum of \$800.00 per calendar year; podiatrist services to a maximum of \$350.00 per calendar year; and acupuncture treatments to a maximum of \$250.00 per calendar year;
- (7) Dispensing fees will be eligible for reimbursement in accordance with the terms of the Plan, up to the maximum dispensing fee per prescription eligible for reimbursement under the British Columbia PharmaCare program;
- (8) In cases where an eligible drug can substituted with an available generic drug, the Extended Health Care Plan shall reimburse the price of the lower cost generic drug, unless the physician indicates "no substitutions" on the prescription.

Implementation Note: (not in the Collective agreement)

If there is a change to the PharmaCare dispensing maximum, the Employer shall advise the Union and employees. The Parties will work together to promote awareness of relevant information regarding (7) and (8) above.

[Type text]

Prescription Eyewear

Policy applies to	City	✓	Parks	✓				
Employee Statuses	RFT	✓	RPT	✓	TFT	✓	Aux	x

The Employer shall extend the policy currently in effect in Engineering (see Attachment A) to Parks and Cemetery. That policy shall remain in effect for the duration of the Collective Agreement; the policy shall be amended to include RFT, RPT and TFT employees only.

Addiction Services

As per Attachment B

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7. Vacation Accrual Concerns

- Clause 9.15 (City/Parks) - Maternity and Parental leave
- Schedule "C" (City/Parks)

Implementation Note (not included in the collective agreement):

- **The Employer will provide a letter to the Union confirming**
 - o **the current practice concerning how entitlement is conferred at the outset of each calendar year and subsequently reconciled on a monthly basis.**
 - o **the Parties agreement that Article 10, as written and applied by the Parties, and considering the amendments in this MOA, establish vacation as a service based benefit.**

9.15 Maternity and Parental leave

Collective Agreements	City	✓	Parks	✓				
Employee Statuses	RFT	✓	RPT	x	TFT	x	Aux	x

(a) Length of Leave Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty-five (35) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

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

.....

(c) Return to Work

On resuming employment an employee shall be reinstated in their previous or a comparable position and maternity, adoptive and parental leave;

- i. Shall be counted as service for the purposes of pay increments, ~~and benefits;~~ referenced in (e) herein, and placement on the annual vacation schedule entitlement but not for public holidays or sick leave.
- ii. Shall not be counted for purposes of earning vacation credits, 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.~~

.....

(e)(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 **Municipal Pension Plan rules.** ~~to the provisions of the Pension (Municipal) Act.~~

.....

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(f) Supplementary Employment Insurance Benefits - Birth Mothers

....

(2) Subject to the approval of the Employment Insurance Commission, birth parents ~~fathers~~ who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.

....

SCHEDULE "C"

SUPPLEMENTARY VACATIONS: EXPLANATION OF THE TABLE

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

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

Example:

An employee hired in 1993~~7~~ is in their (11th) calendar year during 2007. The employee in 2007 will be credited with 5 supplementary working days which may be taken at any time between 2007 and 2011, both years included. In 2012 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.

....

**8. Clause 9.19 (City/Parks) - Unpaid Leave of Absence
NEW LOU (City/Parks) - Request for Leave Due to Incarceration (not included in
Collective Agreement)**

9.19 Unpaid Leave of Absence

Collective Agreements	City	✓	Parks	✓				
Employee Statuses	RFT	✓	RPT	✓	TFT	✓	Aux	✓

(a) Per current language.

(b) Employees will not receive any employee benefits ~~nor will they accrue seniority~~ while on an unpaid leave of absence. Seniority will not accrue for periods of unpaid leave in excess of one (1) year. If the Employee chooses to have their MSP, group life insurance, extended health and dental benefits maintained as a package, the Employee shall pay the Employer for the cost of all of these benefits in advance, and the Employer shall maintain all of these benefits. Pension contributions will be governed by the provisions of the Municipal Pension Plan. Any allowable pension buy-backs under the Municipal Pension Plan will be at the employee's sole expense.

(c) Notwithstanding clause 9.19(a), employees seeking an unpaid leave of absence for the purpose of participating as a candidate in elections for Federal, Provincial or Municipal office, or elections to any federally recognized Aboriginal governing bodies, including but not limited to First Nations Band Councils, Aboriginal Governments or Self-governments will be granted an unpaid leave of absence provided that they apply in writing at least one month prior to the commencement of the leave. If an employee is elected to full-time office they will be granted another leave of absence, but without the ability to maintain their coverage for health and welfare benefits.

Letter of Understanding

Between

City of Vancouver & Board of Parks & Recreation and Canadian Union of Public Employees, Local 1004

Re: Request for leave due to incarceration.

The parties have agreed that it would be mutually beneficial to identify and agree to how requests for leave due to incarceration should be submitted, reviewed and approved.

A. Requests for leave due to incarceration:

1. When an employee is incarcerated pending charges, the Employer shall be entitled to request, and the employee shall provide, at the earliest opportunity:
 - a. the expected duration of absence, if known,
 - b. general nature of the charges;
 - c. contact information where available, and a secondary point of contact for communication for mutual updates.
2. If the employee applies for a leave of absence, the approval of such leave shall be at the discretion of the Employer. Such discretion will be exercised reasonably. Such leaves shall be:
 - a. Without pay;
 - b. Without loss of seniority;
 - c. Access to benefits beyond the first month of incarceration shall be maintained, but at the employee's cost.

B. Request for leave after conviction;

2. When an employee is incarcerated following conviction, the Employer shall be entitled to request, and the employee shall provide, at the earliest opportunity:
 - a. expected duration, if known;
 - b. basic information confirming the conviction;
 - c. contact information where available, and a secondary point of contact for communication for mutual updates;
2. If the employee applies for such a leave of absence, the approval of such leave shall be at the sole discretion of the employer, following a review of the individual circumstances presented by the applicant. Such leaves shall be:
 - a. Without pay
 - b. Without accumulation of seniority. Furthermore, the Employer shall, upon conviction adjust the seniority of the employee for any period it was maintained under Section A of this Agreement.
 - c. Without access to benefits beyond the month of incarceration, if applicable.
3. If the period of incarceration exceeds 6 months, the Employer may terminate the employment relationship.

[Type text]

C. Other Considerations:

1. The foregoing provisions are not intended to restrict the employer from reasonably:
 - a. Imposing discipline or declining leaves, or curtailing an approved leave for collateral circumstances that impact the employment relationship;
 - b. Granting leaves for periods of incarceration longer than 6 months. However, such exceptions are without prejudice and precedent to any other requests under this Agreement. The union agrees not to raise or reference such exceptions in any third party proceeding.
2. It is understood that the employee bears the duty to:
 - a. advise the employer of an absence, which includes detention or incarceration
 - b. maintain regular contact with the Employer
 - c. provide updated contact information

If the employee fails to meet their duty under C.2.b and C.2.c, the Employer is entitled rely on the latest information provided by the employee.

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9. Clause 9.20 (City/Parks) - Group RRSP

Collective Agreements	City	✓	Parks	✓				
Employee Statuses	RFT	✓	RPT	✓	TFT	✓	Aux	✓

~~9.20 Group RRSP~~

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

[Type text]

10. Seniority

- Article 13 (City/Parks) - Seniority Pool
 - Schedule "F" (City) and "H" (Parks)
 - Status Review Committee
 - 12.1 Retention of Seniority, Exempt Promotion (12.1.c) and Trial Period 12.1.f (City/Parks)
 - Seniority: Sanitation and Transfer and Landfill Operations
-

13. Seniority Pool

Collective Agreements	City	✓	Parks	✓				
Employee Statuses	RFT	✓	RPT	x	TFT	x	Aux	x

.....

(c) Upon becoming a Regular Full-Time Employee and completing the probationary period, seniority will be calculated by taking all straight time hours ~~worked~~ paid and dividing by 2088 to create a seniority date. Such date shall not be adjusted for periods of layoff of less than one year.

.....

City

SCHEDULE "F"

Collective Agreements	City	✓	Parks	x				
Employee Statuses	RFT	x	RPT	✓	TFT	✓	Aux	✓

.....

2. Calculation of Seniority

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

.....

Implementation Note (not included in the collective agreement):

1. Schedule H.1.h

For employees who have not yet acquired seniority, the Employer would make a determination, effective the date of ratification, as to which employees have the requisite hours to complete probations and would enter the seniority pool. These calculations will be shared with the Union prior to the conclusion of collective bargaining.

2. Schedule H.2

For employees who have acquired seniority, the Employer would apply the calculation in Schedule H.2 retroactive to January 1, 2012 and will issue a revised seniority list. However, any adjustments to an employee's seniority date that affects their compensation or that may have affected another non-

[Type text]

monetary employment condition (such as a promotion decision) would only be effective upon the date of ratification.

[Type text]

.....
5. Benefit Entitlement – Break in Service

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

.....

Parks

SCHEDULE “H”

Collective Agreements	City	x	Parks	✓				
Employee Statuses	RFT	x	RPT	✓	TFT	✓	Aux	✓

.....

2. Calculation of Seniority

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

Implementation Note (not included in the collective agreement):

3. Schedule H.1.h

For employees who have not yet acquired seniority, the Employer would make a determination, effective the date of ratification, as to which employees have the requisite hours to complete probations and would enter the seniority pool. These calculations will be shared with the Union prior to the conclusion of collective bargaining.

4. Schedule H.2

For employees who have acquired seniority, the Employer would apply the calculation in Schedule H.2 retroactive to January 1, 2012 and will issue a revised seniority list. However, any adjustments to an employee’s seniority date that affects their compensation or that may have affected another non-monetary employment condition (such as a promotion decision) would only be effective upon the date of ratification.

.....

5. Benefit Entitlement – Break in Service

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

[Type text]

.....

[Type text]

Status Review Committee – to be included in Collective Agreement

LETTER OF AGREEMENT

STATUS REVIEW COMMITTEE

The parties agree that a committee shall be struck to review hours worked by TFT and Auxiliary employees.

The committee shall consist of up to two (2) representatives each from the Employer and from the Union. The committee shall meet every 6 months (unless deferred by mutual agreement), with the first meeting occurring six months after ratification. The parties may agree to joint meetings covering both the City and Parks agreements.

The Committee will discuss

- a) the applications of the employee definitions and
- b) TFT and auxiliary hours with a view to identifying whether the hours work are appropriately configured, given the employees' statuses.

These reviews will focus primarily on employees who have completed more than 3000 hours of employment.

The Employer shall share with the Union such information that is reasonably necessary for the review process, including:

- a) Total hours worked
- b) Historical work pattern
- c) Reasonable predictability of future employment
- d) Existing vacancies
- e) Seasonal work considerations
- f) Bona fide Operational needs

After joint review and discussion,

- a) The Employer will identify whether:
 - a. sufficient basis exists to create regular full-time positions;
 - b. Whether this shall be accomplished by posting of positions or conversion without posting.
- b) The Employer's proposal will be reviewed by the Joint Committee and reasonable consideration will be given to amendments proposed by the Union.
- c) The Joint Committee will then make its report to the General Manager of Human Resource Services.

It is acknowledged that:

- a) This agreement;
- b) The discussions, information exchanged, and recommendations of the Committee;
- c) Any decisions of the General Manager in respect positions created pursuant to those recommendations;

are without prejudice or precedent to the interpretation and application of the collective agreement or any other agreements between the Parties.

[Type text]

In the event that a difference arises through this review that cannot be settled through meaningful discussion and consideration of evidence, the Union may seek a determination of regular full time employment status through the grievance procedure.

Retention of Seniority and Trial Period (City and Parks)

A. Clause 12.1 - Promotions, Demotions and Transfers

Collective Agreements	City	✓	Parks	✓				
Employee Statuses	RFT	✓	RPT	✓	TFT	✓	Aux	✓

.....

(c) In the event of an employee being promoted from a position for which the Union either had bargaining authority at the time of the promotion or subsequently obtained bargaining authority, to a position whether included in or excluded from the Union contract, and such employee being subsequently laid off or demoted to a position for which the Union had bargaining authority, the Employer shall have the right to place such employee in the position previously held by the employee or in any vacant position for which such employee is considered qualified. The employee, if so placed as the result of being demoted, or re-employed following a layoff, shall suffer no loss of seniority and such seniority shall be the employee's total length of service with the Employer. Where such employee is promoted to a position exempt from any bargaining unit and not covered by a collective agreement by a duly certified union, they shall lose their seniority with the bargaining unit after six (6) months, ~~or the completion of their exempt probationary period, whichever is longer,~~ and shall not subsequently be placed in a position within the bargaining unit for which a senior employee is qualified.

.....

- (f) (i) On promotion or transfer to a Regular Full-Time position, a Temporary Full-Time employee who has completed probation shall serve a three (3) calendar month trial period in the new position before being confirmed in the appointment.
- (ii) On promotion or transfer to a Regular Full-Time position to another [Branch/Work Location], a Regular Full Time employee who has completed probation shall serve a three (3) calendar month trial period in the new position before being confirmed in the appointment.
- (iii) If the appointment is not confirmed under clause 12.1(f), or if the employee so desires, that employee shall revert to the previous position held, provided that position is still vacant; if the position is not vacant, that employee shall be returned to a position of equal value for which the employee is qualified and able to perform the required work.

Seniority (City only) – not included in the collective agreement

The Employer will provide the Union written confirmation of the existing practice with respect to the operation of seniority in the Sanitation & Transfer and Landfill Operations Branches.

[Type text]

11. Clause 15.1 (City) and 17.1 (Parks) - Step 3 Grievance Procedure

Collective Agreements	City	✓	Parks	✓				
Employee Statuses	RFT	✓	RPT	✓	TFT	✓	Aux	✓

City

15.1 GRIEVANCE PROCEDURE

...

Arbitration

If no settlement is reached within two (2) calendar months ~~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 two (2) calendar months ~~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.

...

Parks

17.1 GRIEVANCE PROCEDURE

...

Arbitration

If no settlement is reached within two (2) calendar months ~~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 two (2) calendar months ~~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.

.....

12. Clause 16.6 (City) and 16.4 (Parks) - Personnel Records

Collective Agreements	City	✓	Parks	✓				
Employee Statuses	RFT	✓	RPT	✓	TFT	✓	Aux	✓

City

16.6 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 personnel file. The Employer shall forward a copy of all disciplinary letters to the President of CUPE 1004. A breach in this regard shall not void the discipline.
- (b) An employee shall be given a copy of any document placed in the employee's personnel file which might be the basis of disciplinary action. Should an employee dispute any such entry in the personnel file, that employee shall be entitled to recourse through the grievance procedure contained in Clause 15. The Employer agrees not to introduce as evidence in any hearing arising from a disciplinary grievance any document from the personnel 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 General Manager 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 General Manager or designate.
- (d) For the purpose of this clause 'personnel file' refers to the single official personnel file maintained by the Employer in the Department in which the employee is working.
- (e) If more than four (4) years have elapsed from the date a disciplinary letter was issued, and no further incident of misconduct has occurred since the date of issue, such a letter will no longer form part of the employee's discipline record. After this, an employee may apply to have such a letter removed from their personnel file.
- ~~(e) Discipline letters will be removed from an employee's personnel file four (4) years from the date the letter is issued upon application by the employee provided no further incident of misconduct has occurred.~~

Parks

16.4 Personnel Records

- (a) A copy of any written material concerning any disciplinary action (including reprimands) affecting an employee shall be given to the employee as soon as possible after it is recorded in the employee's personnel file. The Employer shall forward a copy of all disciplinary letters to the President of CUPE 1004. A breach in this regard shall not void the discipline.
- (b) An employee shall be given a copy of any document placed in the employee's personnel file which might be the basis of disciplinary action. Should an employee dispute any such entry in the personnel file, that employee shall be entitled to recourse through the grievance procedure contained in Clause 15. The Employer agrees not to introduce as evidence in any hearing arising from a disciplinary grievance any document from the personnel 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 General Manager 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 General Manager or designate.
- (d) For the purpose of this clause 'personnel file' refers to the single official personnel file maintained by the Employer in the Department in which the employee is working.
- (e) If more than four (4) years have elapsed from the date a disciplinary letter was issued, and no further incident of misconduct has occurred since the date of issue, such a letter will no longer form part of the employee's discipline record. After this, an employee may apply to have such a letter removed from their personnel file.
- ~~(e) Discipline letters will be removed from an employee's personnel file four (4) years from the date the letter is issued upon application by the employee provided no further incident of misconduct has occurred.~~

[Type text]

13. Clause 17.4 (City/Parks) - Human Rights

Collective Agreements	City	✓	Parks	✓				
Employee Statuses	RFT	✓	RPT	✓	TFT	✓	Aux	✓

17.4 Human Rights

The Employer and the Union agree that any form of discrimination (including sexual harassment) under the prohibited grounds of the B.C. Human Rights Code shall not be tolerated in the workplace. The prohibited grounds of discrimination under the BC Human Rights Code are: race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex (including gender identity or gender expression), sexual orientation, age and criminal or summary conviction for an offence that is unrelated to the employment of that person.

[Type text]

14. Schedule "E" (City) and "G" (Parks) - Apprenticeship Plan

Collective Agreements	City	✓	Parks	✓				
Employee Statuses	RFT	✓	RPT	x	TFT	x	Aux	x

Apprenticeship Plan – CITY

SCHEDULE "E"

This is Schedule "E" referred to in Clause 23 of this Agreement

Apprenticeship Plan

Equipment Services Branch, Engineering Department, City of Vancouver

Terms and Conditions

1. Apprentices may be indentured under the provisions of the Industry Training Authority (ITA) of the Province of British Columbia only in the Equipment Services Branch of the Engineering Department.

2. A maximum of fifteen (15) apprentices may be employed by the Equipment Services Branch, PROVIDED HOWEVER that the City Engineer may increase or decrease the maximum number of apprentices in proportion to the number of employees in the Branch, if the City Engineer's opinion, such adjustment is warranted.

3. The Equipment Services Branch may employ any number of apprentices up to the maximum determined in accordance with Clause 2 above without regard to the provisions of section 14.2 of the Collective Agreement respecting recall.

4. All vacancies for apprentice positions shall be posted in all Branches of the Engineering Department, the Cemetery and the Park Board for a minimum of one week.

5. Apprentices shall be required to successfully complete a six month probation period as an apprentice. Upon successful completion of the probation period, an apprentice shall be credited with six months of apprenticeship service.

6. Apprentices who were employed in the Engineering Department at the time of their acceptance as apprentices and who had branch seniority, shall be entitled to exercise such branch seniority for layoff and recall purposes to that branch, and shall be entitled to all benefits connected therewith in the event that:

(i) they fail to complete the probationary period as an apprentice for any reason, or

(ii) they fail to fulfill the terms of their apprenticeship contract.

[Type text]

7. Apprentices shall be paid the rates of pay set out in Schedule "A" for the level attained from time to time under their contract of apprenticeship.

8. Apprentices who have served time as an apprentice with a former Employer may be placed at a level consistent with their practical experience and theoretical knowledge, subject to the approval of the ITA. It is understood that time served with the former Employer shall not be considered in the calculation of seniority.

9. Apprentices shall apply for employment insurance while attending approved apprentice technical training.

- (a) If approved Human Resources Development Canada (HRDC) – Supplemental Unemployment Benefit (SUB) Plan, the City will top-up the employment insurance benefits up to the maximum allowable under the plan. This is currently, as of the date of signing this agreement, 95% of the apprentice's regular weekly gross earnings.
- (b) SUB is payable for a period during which an employee is not in receipt of EI income benefits if the only reason for non-receipt is that the claimant is serving a two week waiting period.
- (c) The SUB benefits will be paid for each period of technical training as determined by the Industry Training Authority. Currently the Industry Training Authority has set each period of technical training for an apprenticeship.
- (d) The SUB Plan will be financed by the City's general revenues.
- (e) The City will keep a separate record for SUB payments.
- (f) The City will inform HRDC in writing of any changes to the Plan within thirty (30) days of the effective date of the change.
- (g) Employees do not have a right to SUB payments except for supplementation of EI income benefits for the unemployment period as specified in the Plan.
- (h) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the SUB Plan.
- (i) The City will not top-up any days the apprentice is absent during the technical training assignment. Apprentices must submit proof of attendance at the technical training assignment to the City.
- (j) Apprentices must submit benefit statements to the City before top-up will be paid. These statements should be provided to the City every two (2) weeks.
- (k) Top-up payment shall not be made from the City for repetition of a failed technical training assignment or exam.

[Type text]

10. Any apprentice failing an examination acceptable to the City Engineer or the ITA shall be permitted to repeat the examination once only at the next available examination period, if the superintendent considers the apprentice's in-shop performance adequate. In the event that the apprentice fails the examination a second time, the "apprenticeship" shall be terminated and the employee may then exercise any acquired seniority rights for purposes of bumping or recall, pursuant to the collective agreement.

11. Every apprentice who has obtained a Certificate of Qualification in a designated trade under the ITA and for whom no journeyperson's position is immediately open in the Equipment Branch, shall, subject to availability of work, be retained on staff in the branch for a maximum of six (6) months at the final step of the appropriate apprentice pay scale as provided in Schedule A; and after expiration of the said six (6) month period, ~~the City shall have no obligation to continue the apprentice's employment~~ shall be laid off per Clause 14 of the Collective Agreement.

12. Upon obtaining a Certificate of Qualification, an apprentice shall be credited with seniority in the journeyperson classification equal to the time served with the City as an apprentice in that trade.

13. (i) No provision of this Schedule shall infringe upon or limit the City's right to hire, discharge or lay off employees.

(ii) For the purposes of layoff under Clause 14.1 of the Collective Agreement between the City and the Union:

(a) Apprentices and journeypersons shall be separate as to classification and seniority.

For purposes of layoff in the apprenticeship program, seniority shall be based upon the total length of time served as an apprentice in the apprenticeship program.

For purposes of bumping, seniority shall be based on the total length of branch seniority including the time spent as an apprentice.

(b) Journeyperson Auto-Bodyworkers in the Body Shop and Upholstery Shop of the Equipment Branch shall be separate as to seniority.

(c) Journeyperson Mechanics in the Electrical and ~~Carburation~~ Shop and the remainder of the journeyperson Mechanics in the Equipment Branch shall be separate as to seniority.

14. Every apprentice shall be bound by all the provisions of the Collective Agreement between the City and the Union prevailing from time to time, provided however that:

(i) where the provisions of the Collective Agreement between the City and the Union are inconsistent with the provisions of the apprentice's contract of apprenticeship and/or the provisions of this Schedule, then the provisions of the apprenticeship

[Type text]

contract and/or this Schedule shall supersede the provisions of the Collective Agreement to the extent of such inconsistency;

(ii) this Schedule and the contracts of apprenticeship entered into pursuant to this Schedule shall be governed by the provisions of the ITA.

15. Where an apprentice is absent from work by reason of sickness or injury, the term of such apprentice's contract shall be extended accordingly, PROVIDED THAT such extension shall not exceed six (6) months in duration without the approval of the City Engineer.

16. Every journeyperson taken on staff shall be required to have a British Columbia Certificate of Qualification and a British Columbia Certificate of Apprenticeship or either certificate in the designated trade as required by the ITA.

17. The Employer agrees to make available to Heavy Duty Apprentices the opportunity for the Air Brake Course and the required driving time necessary to obtain Class 3 Drivers' Licenses, to be accomplished in both cases on the employees' own time. It is understood and agreed that it is not the intention of this Clause to extend this privilege to employees in any other classification.

18. In the event that the Lieutenant-Governor in Council makes tire repair a "designated trade" under the Act, the City will apply to the ITA to survey the Tire Shop of the Garage to determine if the employees in such Tire Shop can be included in this Apprenticeship Plan.

19. Where ITA guidelines provide for qualifying hours that conflict with Schedule "A" Apprenticeship rates, the parties will meet and consult in good faith regarding the appropriate rates.

As of 2015 December 18, apprentices were employed in the following Trades:

Heavy Duty Mechanic
Metal Fabricator

[Type text]

APPRENTICESHIP PLAN - PARKS

SCHEDULE "G"

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

APPRENTICESHIP PLAN - TERMS AND CONDITIONS

1. Apprentices may be indentured under the provisions of the Industry Training Authority (ITA) in the horticultural and building maintenance areas of the Park Board.
2. All vacancies for apprentice positions shall be posted for a minimum of one week in the Park Board, all Branches of the Engineering Department and the Cemetery.
3. Apprentices shall be required to successfully complete a six month probation period as an apprentice. Upon successful completion of the probation period, an apprentice shall be credited with six months of apprenticeship service.
4. Apprentices who were employed in the Park Board at the time of their acceptance as apprentices and who had seniority shall be entitled to exercise such seniority for layoff and recall purposes to that Branch, and shall be entitled to all benefits connected therewith in the event that:
 - (i) they fail to complete the probationary period as an apprentice, or
 - (ii) they fail to fulfill the terms of their apprenticeship contract.
5. Apprentices shall be paid the rates of pay set out in Schedule "A" for the level attained from time to time under their contract of apprenticeship.
6. Apprentices who have served time as an apprentice with a former Employer may be placed at a level consistent with their practical experience and theoretical knowledge, subject to the approval of the ITA. It is understood that time served with the former Employer shall not be considered in the calculation of seniority.
7. Apprentices shall apply for employment insurance while attending approved apprentice technical training.
 - a) If approved Human Resources Development Canada (HRDC) – Supplemental Unemployment Benefit (SUB) Plan, the City will top-up the employment insurance benefits up to the maximum allowable under the plan. This is currently, as of the date of signing this agreement, 95% of the apprentice's regular weekly gross earnings.
 - b) SUB is payable for a period during which an employee is not in receipt of EI income benefits if the only reason for non-receipt is that the claimant is serving a two week waiting period.

[Type text]

- c) The SUB benefits will be paid for each period of technical training as determined by the Industry Training Authority. Currently the Industry Training Authority has set each period of technical training for an apprenticeship.
 - d) The SUB Plan will be financed by the City's general revenues.
 - e) The City will keep a separate record for SUB payments.
 - f) The City will inform HRDC in writing of any changes to the Plan within thirty (30) days of the effective date of the change.
 - g) Employees do not have a right to SUB payments except for supplementation of EI income benefits for the unemployment period as specified in the Plan.
 - h) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the SUB Plan.
 - i) The City will not top-up any days the apprentice is absent during the technical training assignment. Apprentices must submit proof of attendance at the technical training assignment to the City.
 - j) Apprentices must submit benefit statements to the City before top-up will be paid. These statements should be provided to the City every two (2) weeks.
 - k) Top-up payment shall not be made from the City for repetition of a failed technical training assignment or exam.
8. Any apprentice failing an examination acceptable to the General Manager or the Apprenticeship Branch shall be permitted to repeat the examination once only at the next available examination period, if the employee's Supervisor considers the apprentice's in-house performance adequate. In the event that the apprentice fails the examination a second time, the "apprenticeship" shall be terminated and the employee may then exercise any acquired seniority rights for purposes of bumping or recall, pursuant to the collective agreement.
9. Every apprentice who has obtained a Certificate of Qualification in a designated trade under the Act and for whom no journeyperson position is immediately open in the Branch, shall subject to availability of work, be retained on staff in the branch for a maximum of six (6) months at the final step of the appropriate apprentice pay scale as provided in the apprentice's contract of apprenticeship; and after expiration of the said six (6) month period, ~~the Park Board shall have no obligation to continue the apprentice's employment shall be laid off per~~ Clause 14 of the Collective Agreement.
10. Upon obtaining a Certificate of Qualification, an apprentice shall be credited with seniority in the journeyperson classification equal to the time served with the Park Board as an apprentice in that trade.
11. (i) No provision of this Schedule shall infringe upon or limit the Park Board's right to hire, discharge or layoff employees.

[Type text]

(ii) For the purposes of layoff under Section 14.1 of the Collective Agreement between the Park Board and the Union:

- (a) Apprentices and journeypersons shall be separate as to classification and seniority.
- (b) For purposes of layoff in the apprenticeship program, seniority shall be based upon the total length of time served as an apprentice in the apprenticeship program.
- (c) For purposes of bumping, seniority shall be based on the total length of branch seniority including the time spent as an apprentice.

12. Every apprentice shall be bound by all the provisions of the Collective Agreement between the Park Board and the Union prevailing from time to time, provided however that:

- (i) where the provisions of the Collective Agreement between the Park Board and the Union are inconsistent with the provisions of the apprentice's contract of apprenticeship and/or the provisions of this Schedule, then the provisions of the apprenticeship contract and/or this Schedule shall supersede the provisions of the Collective Agreement to the extent of such inconsistency;
- (ii) this Schedule and the contracts of apprenticeship entered into pursuant to this Schedule shall be governed by the provisions of the ITA.

13. Where an apprentice is absent from work by reason of sickness or injury, the term of such apprentice's contract shall be extended accordingly, PROVIDED THAT such extension shall not exceed six (6) months in duration without the approval of the General Manager.

14. Every journeyperson taken on staff shall be required to have a British Columbia Certificate of Qualification and a British Columbia Certificate of Apprenticeship or either a certificate in the designated trade as required by the Act.

15. Where ITA guidelines provide for qualifying hours that conflict with Schedule "A" Apprenticeship rates, the parties will meet and consult in good faith regarding the appropriate rates.

As of 2015, December 18 apprentices were employed in the following Trades:

Landscape Horticulturist
Climbing Arborist

[Type text]

15. Schedule "G" (City) and "I" (Parks) - Expedited Arbitration

Collective Agreements	City	✓	Parks	✓				
Employee Statuses	RFT	✓	RPT	✓	TFT	✓	Aux	✓

Expedited Arbitration

.....

1. The Parties shall meet at the earliest possible time with an arbitrator appointed from the following list on a rotating basis.

Mark Brown
Stan Lanyon

Christopher Sullivan
~~David McPhillips~~
Julie Nichols

.....

[Type text]

16. Disability Plan (City/Parks)

Collective agreement

9.7.c.i&ii (City/Parks)

Collective Agreements	City	✓	Parks	✓				
Employee Statuses	RFT	✓	RPT	x	TFT	✓	Aux	x

....

(i) continue to make its contributions to the ~~employee's~~ **Municipal Pension Plan superannuation fund** based on the gross benefits received by the employee, and

(ii) arrange with the employee so that the employee's contributions to the **Municipal Pension Plan superannuation fund** be continued by the employee based on the gross benefits paid, and

...

Disability Plan Document

Revisions to be captured a separately executed Plan Document.

Collective Agreements	City	✓	Parks	✓				
Employee Statuses	RFT	✓	RPT	x	TFT	✓	Aux	x

.....

4) Benefit Determination

The first three days of absence from work due to Total Disability are classified as Short Term Disability.

If Total Disability continues beyond three Scheduled Work Days, then the following 26 weeks of Total Disability are classified as Medium Term Disability. Each period of Medium Term Disability must be preceded by completion of three days of Short Term Disability, regardless of whether or not the Employee is in receipt of Short Term Disability benefits as specified under Amount of Benefit. An Employee must return to Active Work, and be physically and mentally able to perform the duties of their Normal Occupation, transitional modified work or temporary accommodation for 30 calendar days without absence due to illness or injury in order to replenish their Medium Term Disability coverage to 26 weeks.

If Total Disability continues beyond 26 weeks of Medium Term Disability, then Total Disability is classified as Long Term Disability.

.....

6) Payment of Benefit

[Type text]

A Totally Disabled Employee will receive the benefit specified under Amount of Benefit, subject to any provisions for reduction, termination or exclusion of benefits contained in this Plan.

Payments for Short Term Disability, Medium Term Disability and Long Term Disability will be made by the Employer via normal payroll procedures.

~~Payments for Medium Term Disability shall be payable at the end of each week during the Benefit Payment Period. If Total Disability starts or ends on a day other than the first or last Scheduled Work Day of a week then the benefit shall be prorated for that partial week on the basis of 1/nth of the applicable benefit for each day of Total Disability, where "n" is equal to the number of days the employee is regularly scheduled to work each week.~~

~~Payments for Long Term Disability shall be payable at the end of each month during the Benefit Payment Period. The first payment covers the period beginning on the day of the month in which the Qualifying Period is completed and ending on the last day of such month. The last payment covers the period beginning on the first day of the month and ending on the day before benefits cease, as specified under Termination of Benefits. For the purpose of calculating the first payment and last payment, 1/nth of the monthly Long Term Disability benefit is payable for each day of Total Disability, where "n" equals the number of days in the month.~~

.....

10) Exclusions and Limitations

Benefits will not be paid when any of the following situations occurs:

.....

~~(b) Total Disability is due to intentional self-inflicted injuries or illness.~~

.....

~~(e) (d) Total Disability is due to participation in or a consequence of having participated in the commission of an offence under the Criminal Code of Canada. or similar offence under the laws of another country.~~

.....

12) Third Party Liability

....

Where an Employee's Total Disability arises out of an accident where a third party is responsible, and where, in the opinion of the Employer's legal counsel, a valid claim exists, the Employer shall be subrogated to the Employee's claim and the Employee will enter into and execute an assignment of all right of action, sufficient for the Employer to carry on the suit or action in the Employee's place and stead, and the Employee shall give such evidence and render such assistance at the trial or otherwise as may be necessary to prosecute the action successfully. As a condition of benefit entitlement, an Employee must sign a reimbursement agreement with the Employer within 21 calendar days from date the request is received by the Employee.

....

13) Rehabilitation

After 8 ~~47~~ weeks of Total Disability, if an Employee refuses to participate in a recommended Rehabilitation Program or if an Employee is not actively and cooperatively participating in a recommended Rehabilitation Program for which the Employee is medically able to do so, Medium Term Disability and Long Term Disability benefits will terminate and the Employee's coverage under this Plan will terminate.

[Type text]

....

[Type text]

17. Attendance Management Program

- The Employer has briefed the Union on several amendments it intends to make to the Attendance Management Program, which will be captured in letter to be issued subsequent to ratification. It is acknowledged that the amendments are nonbinding and made without prejudice to the Employer's ability to further to amend the program.

The letter will outline a commitment to provide employees with their work group absence average on a yearly basis.

[Type text]

18. Letter of Understanding Review

Either party may call for a meeting to review the Letters of Understanding between the Parties, with a view to formulating a roster of letters that both parties agree are currently in force or have expired.

[Type text]

19. Inter-Union Short Term Assignments

Upon request by either party, the parties to this MOA agree to meet and discuss in good faith how short term assignments between bargaining units might be more easily facilitated.

[Type text]

20. Paid Parking

The Employer will write to the Union and confirm it does not have any current plan to introduce employee-paid parking during the term of the Collective Agreement.

[Type text]

21. Letter of Agreement (City/Parks) - Contracted Services

The parties agree that the Letter of Agreement "Contracted Services" shall be renewed for the term of the 2016 to 2019 agreement as follows.

LETTER OF AGREEMENT

CONTRACTED SERVICES

This letter shall be in effect from January 1, 2016 to December 31, 2019.

The Employer and the Union hereby agree to establish a joint committee comprising three representatives of each side to examine services that are contracted to external vendors and that could be performed by members of CUPE Local 1004 with improved value for the City's investment in such service. ~~The parties agree that the first external vendors to be reviewed are the gardeners and snow removal contractors at City Hall.~~

To support the development and evaluation of business cases for alternatives to the use of external vendors for delivery of services identified by the Committee, the Employer commits to fund staff and/or consulting resources to a total cost not exceeding \$50,000 per calendar year. The Employer will provide information necessary to the Committee in order for it to fulfill its mandate, subject to commercial obligations and the Freedom of Information and Protection of Privacy Act.

Where the committee develops a valid business case for an alternative approach to the use of external vendors for a particular service, the committee may make recommendations to the City Manager, General Manager, Financial Services Group and the General Manager, Engineering and/or General Manager, Parks and Recreation, as appropriate.

[Type text]

22. Housekeeping

1. Article 9.4(b) - Group Life Insurance

Collective Agreements	City	✓	Parks	✓				
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Amend the age coverage from 65 to 70 as per policy change communicated to the union on January 13, 2009. New employee packages and *CityWire* Benefit information are already reflective of this change.

2. 9.7 Disability Plan

Collective Agreements	City	✓	Parks	✓			
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.....

(b)(iii) Long Term Disability

.....

Upon return to work following recovery, an employee who was on a long term disability claim for less than two (2) years shall continue in his/her former job; an employee who was on a claim for more than two (2) years shall be returned to an ~~existing~~ existing vacant position for which he or she has the skills, knowledge and ability to satisfactorily perform the required work. If no vacant position exists, the employer will return the employee to a position for which they have the skills, knowledge and ability to satisfactorily perform the required work and which is filled by an employee with less seniority than that of the employee returning to work.

.....

- (d) During the first two (2) years that an employee is receiving benefits under the Long Term Disability Plan, the Employer shall pay its share of the monthly premiums for the employee's coverage under the Medical Services Plan, Extended Health Care Plan, Dental Services Plan and Group Life Insurance under Clauses 9.2, 9.3 and 9.4.

.....

3. Schedule "B"- Stanley Park Zoo

Collective Agreements	City	x	Parks	✓			
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Stanley Park Zoo no longer operational.

[Type text]

4. Schedule "D" Appendix "A" (City and Parks) - Compressed Work Week Calculation

Collective Agreements	City	✓	Parks	✓				
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APPENDIX "A"

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

.....

1. Basic annual working hours shall be calculated as 260.89 x daily working hours as per the 5-day week; e.g., ~~260.89 x 7 = 1826.14, or 260.89 x 7.5 = 1956.675.~~ 260.89 x 8 = 2087.12

2. Basic annual public holiday hours shall be calculated as 1214 x daily hours as per the 5-day week; e.g., ~~11 x 7 = 77, or 11 x 7.5 = 82.5.~~ 12 x 8 = 96 hours

.....

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

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

- (a) Revert to a standard 5-day week in any week when a public holiday occurs;
- (b) Change days off during any week when a public holiday occurs in order that each employee will work on four (4) days in every week of the year with the sole exception being when Christmas Day and Boxing Day are observed in the same week in which case each employee will work three (3) days in that week and 5 days in the immediately preceding week.
- (c) Have a compressed work day off with pay for each public holiday, and owe the Employer the difference in hours between the length of the compressed work days and the length of the employee's former standard work day.
- (d) Another mutually agreeable alternative provided that there shall be no additional salary or benefit cost to the Employer, and no reduction in the salaries or benefits received by the employees.

[Type text]

5. Schedule "F" (City)

Collective Agreements	City	✓	Parks	x				
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SCHEDULE "F"

**This is Schedule "F" referred to in
Clause 223 of this Agreement**

.....

1. Seniority Pool

.....

- (b) distinguishing between equivalently qualified applicants to posted positions in accordance with Clause 12.1(a) of the Collective Agreement;

.....

6. Add a Key Word Index

Collective Agreements	City	✓	Parks	✓				
-----------------------	------	---	-------	---	--	--	--	--

7. Amend Erroneous References to 'Branch' in the Parks Agreement

Collective Agreements	City	x	Parks	✓				
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8. Delete expired effective dates and related transitional wording

Collective Agreements	City	✓	Parks	✓				
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Remove date references that don't distinguish compensation levels or other entitlements.

9. General Housekeeping

Collective Agreements	City	✓	Parks	✓				
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Any other housekeeping changes that are mutually agreed to during the drafting of the new Collective Agreements.

[Type text]

23. Compensation and Term

As per Attachment C

[Type text]

Attachment A: Prescription Eyewear - *amendments required per item 6 of MOA***

SUBJECT: Prescription Safety Glasses - Shared Costs	
CATEGORY :	Administration
POLICY NUMBER: E-005	

PURPOSE

Engineering Services wants to support staff to comply with safety eyewear policies and recognizes that staff with prescription eyewear will find that safety glasses with their prescription can be much more comfortable than the alternatives. As prescription safety glasses can be cost prohibitive, Engineering Services will pay a portion of the cost.

SCOPE

This policy applies to staff who wear prescription eye wear and work in an area where it is mandatory to wear safety glasses for the majority of their shift due to the nature of the work performed and/or Branch Policy.

POLICY STATEMENT

Engineering Services will provide a reimbursement of 50% of the cost, to a maximum of \$300.00, no more than once every two calendar years, toward the purchase of prescription safety glasses for those employees who work in an area where it is mandatory to wear safety glasses for the majority of their shift due to the nature of the work performed and/or Branch Policy.

PROCEDURE

The employee will complete an application for pre-approval for the purchase of safety prescription glasses and have the application signed by the Superintendent or Manager.

The employee will purchase the safety prescription glasses and submit a copy of the original paid invoice along with the pre-approved application, to be signed by the Engineering Safety Coordinator (Yards Branch) for submission to payroll.

The City* will reimburse the employee through the payroll system. As a legitimate business expense the payment will be a non-taxable benefit.

The prescription safety glasses:

1. must meet CSA Standard CAN/CSA-Z94.3-92, Industrial Eye and Face Protectors.
2. must be fitted with side shields (note that these can be incorporated into the design of the glasses)
3. must have lenses made of polycarbonate or plastic
4. must have the manufacturers logo molded or etched into the top outside edges of the lenses
5. must have "Z87" etched or molded on the temple frame pieces.

REFERENCES

BC Occupational Health and Safety Regulation 8.14 - 8.16

APPROVAL HISTORY

ISSUED BY: Engineering OH&S	APPROVED BY: Peter Judd, Engineering General Manager	DATE: 2011/09/23 REV: 2013/07/25
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Attachment B: Addiction Services

LETTER OF AGREEMENT

Between: City of Vancouver/Board of Parks & Recreation
(The "Employers")

And: CUPE Local 1004 (The "Union")

Re: Loans for addiction issues and cost of treatment and monitoring

The Parties entered into a Settlement Agreement on September 20, 2005 to resolve a number of grievances related to loans for addiction issues and the costs of treatment and monitoring. The Agreement in Clause I Loans C. (9) stated that:

"The parties will periodically review this Agreement to grant loans in light of the prevailing cost of treatment, aggregate amount of loans outstanding, and rate of default. This Agreement to review does not constitute any representation on the part of the Employers or the Union to alter the above Agreement."

The last review of the Agreement on loans was May 27, 2010. The City has now reviewed the current cost of treatment and the aggregate amounts of loans outstanding and proposes the following amendments:

1. No change to Clause I Loans A. (1). To read as follows:

Length of Program 59 days or less	Maximum Amount of Loan
60- 89 days	\$2,900 or net cost of program*, whichever is less
90 days or more	\$3,700 or net cost of program*, whichever is less
	\$4,500 or net cost of program*, whichever is less

2. Clause I. Loans C.(5). To read as follows:

"The employee shall repay any of the above loan amounts (Treatment and Monitoring) at a rate of \$140.00 per pay period until the full amount of the loan is repaid. The Employer will provide the employee with a regular written statement of loan charges and repayments until it is discharged."

3. New Provision:

In recognition of the fact that most positions in the Union's bargaining unit are safety sensitive, the Employer proposes the following additional assistance:

Where an RFT employee in a safety sensitive position is in need of assistance regarding substance abuse or substance addiction, that employee will be eligible for reimbursement of inpatient or outpatient treatment expenses, not eligible for reimbursement through the Extended Health Care plan, provided that:

- a. The employee participates in an independent medical examination or assessment, if requested by the Employer (provided the employee is medically able to participate);
- b. The independent medical examination or assessment shall be conducted by an appropriately qualified practitioner approved by the Employer;
- c. Treatment is consistent with the independent medical examination or assessment recommendations;
- d. Reimbursement is capped at 80% of approved treatment costs, to a lifetime maximum Employer contribution of \$3,000 per RFT employee.
- e. Access to the loan provisions are contingent on the employee independently funding the residual 20% of costs reimbursed by the Employer as outlined in this clause 3.d; the Employer may waive this requirement on a without prejudice or precedent basis, following a review of the individual circumstances presented by the employee.

4. The Parties are agreed that Provision 3 is not subject to the requirement for periodic review provision of Clause I Loans C. (9)

5. The Parties agree that Provision 3, in its application to RFT employees only, does not affect the applicability of the balance of this letter to employees of different statuses.

6. Upon request, the Parties agree to meet and discuss developments in medical and other addiction treatment methods and recovery approaches.

AGREEMENT TERM AND COMPENSATION

Term

January 1, 2016 to December 31, 2019

- Except as indicated below or as specifically noted in this Memorandum of Agreement, all new and changed provisions take effect on the date of ratification.

General wage increases

- January 1, 2016 1.5%
- January 1, 2017 1.5%
- January 1, 2018 2.0%
- January 1, 2019 2.0%