



MEMORANDUM OF SETTLEMENT

Between

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

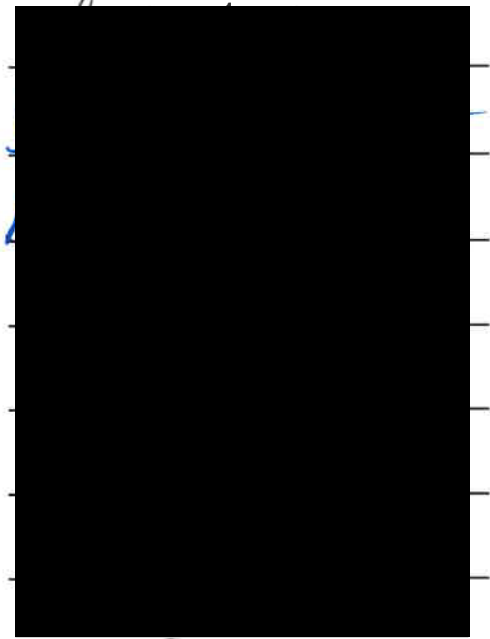
And

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

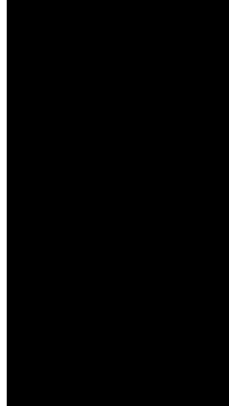
The parties hereby agree to recommend to their respective principals the attached package of documents as agreed on March 31, 2021 as a basis for new Collective Agreements to replace the Agreements expiring on December 31, 2019.

Signed on behalf of:

CUPE Local 1004



City of Vancouver



Kevin Jeske

Paul Mochrie

Irena Buric

Amy Sidwell

Mike Zupan

Andrew Naklicki

Colin Sutherland

Taryn Scollard

Amit Gandha

The Employer rescinds "Notice Item E4 – Employees' Right to Steward of Choice"

2. DEFINITIONS

2.1 The following terms defined in this clause unless otherwise specifically provided herein, shall have for the purposes of this Agreement the meanings hereinafter specified:

- (b) "Temporary Full-Time Employee" means an employee who is employed on a full-time basis as set forth above, for a definite and limited period of time;
- (f) "Overtime" means the work scheduled by the Employer under Clause 7.1 and in accordance with any existing Guidelines in each Branch or Work location;

5.3 Effective Date for Individual Adjustments

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

~~Note: This item is not intended to interfere with provisions regarding pay for acting in a higher capacity which were in effect on May 2, 1981.~~

Employees assigned to act in a higher classification shall receive the rate of pay for the work performed.

7.2 Overtime Pay

(iii) ...

(iv) Overtime work will be scheduled in accordance with existing Overtime Guidelines.

(v) Amendments to existing Overtime Guidelines shall be by mutual agreement, which will not be unreasonably withheld.

Note:

While not to be included in the Collective Agreement, the parties commit to develop mutually agreed Overtime Guidelines for Parks Horticulture/Street Horticulture. Until such time as a guideline is developed, existing practise in Parks Horticulture/Street Horticulture will be maintained unless otherwise agreed.

8. SPECIAL PREMIUM PAY

(City)

8.11 Compensation for Instruction - Truck Drivers and Equipment Operators

Truck Drivers and Equipment Operators designated as instructors by the Employer shall receive a premium of ~~one dollar (\$1.00)~~ **two dollars (\$2.00)** per hour above their regular rate while so instructing.

(Parks)

8.6 Compensation for Instruction - Truck Drivers and Equipment Operators

Truck Drivers and Equipment Operators designated as instructors by the Employer shall receive a premium of ~~one dollar (\$1.00)~~ **two dollars (\$2.00)** per hour above their regular rate while so instructing.

(City and Parks)

9.2 Medical Coverage

(b) Extended Health Care Plan

...

(5) diabetic equipment and supplies, and ostomy supplies.

...

(7) clinical psychologist services six hundred dollars (\$600.00) maximum payable per person in a calendar year;

...renumber balance of 9.2.

(City and Parks)

9.7 Disability Plan

The Employer and the Union have agreed to a Disability Plan Document dated December 11, 2007, signed 21 January 2008 and amended through collective bargaining on January 15, 2013 and April 19, 2016, that describes the Plan in detail and employees should refer to that document for a complete description of the Disability Plan. The Plan Document includes specific definitions, and some are marked below with an asterisk (). The Employer and the Union specifically agree that the preceding sentences do not incorporate the Disability Plan Document into the Collective Agreement. The following describes the Disability Plan in general terms and is effective from the date the Disability Plan is implemented unless otherwise indicated.*

...

- (b) When an employee covered by the Disability Plan is prevented from performing the employee's regular duties* because of:
 - (1) a bona fide non-occupational sickness or accident, including a bona fide mental illness; or
 - (2) a bona fide accident or industrial illness for which there are no benefits in lieu of lost wages from the Workers' Compensation Board, provided that the applicable Disability Plan claims adjudicator verifies that the accident or industrial illness is bona fide;

...

Note

While not to be included in the Collective Agreement, the parties agree that the current MTD Claims Application Trial shall be continued until December 31, 2022. Before the conclusion of the Trial, the Parties will meet to review the continued operation of the Trial, in keeping with the existing review language in the Trial Agreement.

9.8 Gratuity Plan

(b) ...

(c) Gratuity Leave

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 General Manager or designate. Requests for gratuity leave will not be unreasonably denied.

(d) ...

9.14 Compassionate Leave

- (a) A Regular Full-Time Employee who has completed six (6) months of employment, may be granted compassionate leave without loss of pay for a period not to exceed three (3) working days, scheduled as single days or consecutively, in the following events:
 - (i) in the case of the death of the employee's ~~wife, husband,~~ spouse, child, step-child, ward, ~~brother, sister,~~ sibling, parent, step-parent, parent-in-law, grand-parent, grandchild, guardian or common-law spouse;
 - (ii) ...

9.15 - Maternity/Parental Leave and Reduced Hours

The Employer proposes changes to the Maternity and Parental Leave provision which:

- Make those provisions more inclusive, gender neutral and reflective of family status
- Incorporate the existing one week waiting period
- Adopt the recently enacted extensions to Parental Leave
- Remove the cap on the combined duration of leave where it is extended due medical conditions.
- Amend the provision regarding pension contribution to reflect actual practice
- Remove the requirement for medical certification for extended SEIB

9.15 Maternity and Parental Leave

(a) Length of Leave

(1) Birth ~~Mother~~ Parent

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to ~~thirty five (35)~~ sixty-one (61) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

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

(2) ~~Birth Father and Adoptive~~ Non-Birth Parent

An employee who is not entitled to leave under (1) and is the birth father, the or adoptive or surrogate parent father or the adoptive mother shall be entitled to up to ~~thirty seven (37)~~ sixty-two (62) consecutive weeks of parental leave without pay. The employee shall take the leave within ~~fifty two (52)~~ seventy-eight (78) weeks of the child's birth or date the child comes within the care and custody of the employee.

(3) Extensions - Special Circumstances

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

(a) ~~a~~ A physician certifies the employee as unable to return to work for medical reasons related to the birth; or

(b) ~~An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where t~~ he child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.

~~Provided however, that in no case shall the combined maternity and parental leave exceed fifty two (52) consecutive weeks following the commencement of the leave.~~

(b) *no change*

(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;

(1) shall be counted as service for the purposes of seniority, pay increments benefits referenced in (e) herein, earning vacation credits and placement on the annual vacation schedule

(2) shall not be counted for purposes of earning vacation credits, public holidays, or sick leave.

(e) Benefits

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

(2) Pension contributions will cease during the period of the leave. Upon returning to work, the employee may purchase service for the period of leave pursuant to the provisions of the Municipal Pension Plan Rules. ~~unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the Municipal Pension Plan rules.~~

(f) Supplementary Employment Insurance Benefits — ~~Birth Mothers~~ Maternity Leave

(1) ~~A Birth mother~~ Parent who ~~are~~ is entitled to maternity leave and who ~~have~~ has applied for and ~~are~~ is in receipt of Employment Insurance benefits ~~are~~ is eligible to receive SEIB Plan payments. The Employer shall provide SEIB information to eligible applicants who request maternity leave.

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

- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are on maternity leave ~~temporarily unable to work as a result of giving birth.~~
- (4) The SEIB Plan payment for Maternity Leave is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings. SEIB ~~and is paid as follows:~~ for the first ~~six (6)~~ seventeen (17) weeks of maternity leave, which includes the ~~two (2) week~~ Employment Insurance waiting period. ~~;~~ ~~and~~
- ~~(b) — up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.~~
- (5) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

9.19 Unpaid Leave of Absence

- 1. Employees seeking an unpaid leave of absence must apply in writing to their Manager. Leave requests for up to one year in duration shall be considered by the Employer in respect of operational requirements and, if applicable, the duty to accommodate, and shall not be unreasonably denied; has sole discretion in determining whether to grant such applications. Any however, the Employer reserves the right to decline a leave request if the applicant is intending to pursue other employment or has no intention to return to employment.

If such request is denied, the Employer shall notify the affected employee in writing stating the reasons for the denial.

(b) ...

(City and Parks)

9.20 Indigenous Spiritual or Ceremonial Leave

Where an employee applies to attend, as a responsibility or obligation, an Indigenous spiritual/ ceremonial event, the Employer will grant leave.

The employee will identify in writing the spiritual/ceremonial event, the customary practice involved, the employee’s role in the event, and the duration of the event. The first day of up to three (3) separate leaves per year shall be paid. Any unpaid time may be addressed by accessing earned banks vacation or leave without pay.

9.21 Domestic Violence

The Employer shall give due consideration to requests for adjustments of working conditions where those adjustments are necessary to provide meaningful support to an employee impacted by domestic violence and/or to protect that employee’s safety. Meaningful support includes access to leave provisions of the Collective Agreement.

All information provided in relation to domestic violence will be kept in strict confidence.

Clause 10.1 -- Vacations

The Union withdraws its proposals pertaining to Clauses 9.15 c)(i) & (ii) and 10.1 (a),(j),(k) and the Employer withdraws their proposal around Clause 10.1 (e). The Union withdraws its proposals without prejudice to Policy Grievance City and Parks #2018-91.

Clause 12.1(f) - Promotions, Demotions and Transfers

The Employer proposes to amend the 'Promotion, Transfer and Demotion' language to

- allow employees to port seniority between the CUPE 1004 City and Park Board bargaining units.

12.1 Promotions, Demotions and Transfers

City

- 12.1(e) In the event that an existing employee accepts a position and moves into another Branch or bargaining unit certified to the Employer and the Union, after a period of six (6) months of employment, the employee's seniority within the new Branch or bargaining unit shall be calculated based on all hours worked in the service of the Employer.

The employee shall have the right to return to their previous position within six (6) months of the transfer.

Park Board

- 12.1 (e) In the event that an existing employee accepts a position and moves into another work location or bargaining unit certified to the Employer and the Union, after a period of six (6) months of employment, the employee's seniority within the new work location or bargaining unit shall be calculated based on all hours worked in the service of the Employer.

The employee shall have the right to return to their previous position within six (6) months of the transfer.

12.2 Posting of Positions

The following provisions shall apply where the Employer determines a need to fill a vacancy or newly-created position.

- (a) The Employer agrees that vacant or newly created Regular Full-Time positions, except Operations Worker II and any other positions valued at or below the Operations Worker II rate of pay, shall be posted for a period of at least seven (7) days in a prominent position in all work areas within the Union's jurisdiction.

A copy of all postings will be sent to the Union. A breach in this regard shall not invalidate the selection process or outcome.

- (b) ...

14.2 Recall

(City)

...

- (4) (vi) When an employee is placed on the bottom of the recall list, the Employer shall email the Union the employee's name, and relevant particulars pertaining to the work offered, and the reason, if any, for non-acceptance.

...

(Park Board)

...

- (2) (vi) When an employee is placed on the bottom of the recall list, the Employer shall email the Union the employee's name, and relevant particulars pertaining to the work offered, and the reason, if any, for non-acceptance.

**

16.2 Personal Protective Equipment and Clothing

(a) Renumber

The Employer will reimburse Employees for the purchase of prescription safety glasses which meet the requirement of the work performed. The level of reimbursement shall be fifty percent (50%) of the purchase price to a maximum of three hundred (\$300.00) every two (2) years.

(City)

16.4 Rules for Determining Welding Work to be Done by Garage Section

The Employer agrees that welding work done by garage employees will be in accordance with a letter from the Deputy City Engineer dated 1997 July 17 as appended to this Collective Agreement.

Note: resituate the existing letter between the last Letter of Agreement and the index.

16.4 Personnel Records *(Park Board)*

16.6 Personnel Records *(City)*

(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 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. It is agreed that Letters of Expectation are non-disciplinary documents.

16.7 ~~General Conditions~~ Union Representation *(Park Board)*

16.9 ~~General Conditions~~ Union Representation *(City)*

Both parties agree that an employee has the right to have a Job Steward or other Union Representative present when disciplinary action may be taken (warning, suspension, termination) or during attendance management meetings. This clause shall not apply to workplace discussions that are of an operational or remedial nature, and which will not form part of the disciplinary record, except for attendance management meetings. Nothing in this provision shall prevent the Employer from taking immediate action in addressing serious workplace violations.

Note: This is a title change only.

20. EMPLOYMENT EQUITY

(a) The Employer and the Union agree with employment equity programs which will assist visible minorities, persons with disabilities, First Nations people, LGBTQ2s+ and women in gaining entry into employment and which will provide opportunities for advancement.

(b) ...

Schedule "A"

The Employer agrees to:

City

- add the Class Title Cemetery Gardener in Schedule "A" under both the Trades 1 and Trades 2 Class Titles in the City Collective Agreement.
- change the Class Title of Timber Worker to Shoring Worker.
- The Class Title of M-Scope Operator/Leak Detection Assistant is established at Pay Code GR355. The rate assigned to the M-Scope Class may not be used in the evaluation of any new or existing classes. Leak Detection Assistant rate to remain at GR345. The parties confirm there are no incumbents in the Leak Detection Assistant role at this time.
- Within ninety (90) days of ratification, the parties will meet to review the feasibility of establishing a new Class Title(s) Equipment Guide (currently Padman Pay Code GR345) in the Sewers Operations, as well as possible application to Waterworks and Streets Branches.

Park Board

- add the Class Title Tilesetter in Schedule "A" under the Trades 2 Class Titles in the Park Board Collective Agreement.
- add the Class Title M-Scope Operator at Pay Code GR355. The rate assigned to the M-Scope Class may not be used in the evaluation of any new or existing classes.
- add the Class Title of Working Foreman (Trades) - Electrician at Pay Code - GR387
 - Class spec will be reserved for FSRs who are designated by the Employer. The parties will resolve the FSR classification grievance to reflect the agreement on the correct Pay Code of GR387.

City and Park Board

- The Parties will meet to determine the appropriate approach to develop gender neutral class titles, within ninety (90) days of ratification.

(Park Board)

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

LIFEGUARDS

....

10. (c) No other benefits shall be provided to Lifeguards, with the exception of the Letter of Understanding - Lifeguard Shift Exchange and Shift Cancellation appended to the Collective Agreement, unless expressly stated elsewhere in this Schedule.
11. No change
12. No change...
13. All Lifeguards working eight (8) or more hours will be entitled to a half (1/2) or one (1) hour unpaid lunch break. Unpaid lunchbreaks will not be scheduled for Auxiliary Lifeguards who work less than eight (8) hours.
14. [Renumber only] The Employer reserves the right to discharge any employee for any of the following reasons...
15. At the start of each season, the Employer will provide the Union with a list of Temporary Full-Time and Auxiliary Lifeguards, which shall include their date of hire.

Renumber remaining Clauses

...

● **New LOU – Lifeguard Shift Exchange and Shift Cancellation Process**

Add a new Letter of Understanding to Schedule "F" the Park Board collective agreement outlining the process for Lifeguard Shift Exchanges and Shift Cancellations.

LETTER OF UNDERSTANDING
SHIFT EXCHANGE AND SHIFT CANCELLATION

The Parties agree that Temporary Full-Time Lifeguards can exchange or cancel shifts on the following basis:

1. Shift exchanges may be initiated between two Temporary Full-Time-time Lifeguards.
2. Shift exchange or shift cancellation requests must be submitted to the Employer on an approved shift exchange/cancellation form at least forty-eight (48) hours before the requested change is to occur.

3. All shift exchanges/cancellations must be approved before having effect. The Employer reserves the right to refuse a shift exchange/cancellation for operational reasons, however, such exchanges or cancellations shall not be unreasonably denied.
4. Shift cancellations for medical reasons are not covered under this Letter.
5. The number of daily shift exchanges is limited to one (1) at any beach or outdoor pool worksite.
6. Shift exchanges and cancellations will be considered by the Employer on a first come/first serve basis, as submitted. Seniority will not be a factor unless exchanges and/or cancellations are submitted at the same time; in such case, the request of the most senior Lifeguard will be prioritized.
7. Where a Temporary Full-Time Lifeguard initiates a shift exchanges with another Temporary Full-Time Lifeguard, such shift exchange trading for consecutive days may include an arrangement with two (2) separate Lifeguards to avoid unsafe work cycles.
8. If a Lifeguard is approved to replace a Head Guard, then the relief Head Guard will normally be in charge, unless designated by the Employer.
9. Shift exchanges must be completed within two (2) consecutive pay periods and shall not generate an entitlement to overtime.
10. To the extent that any provisions of this Letter conflict with the terms of Schedule "F" Lifeguards, this Letter shall prevail.
11. This Letter shall remain in full force and effect until the end of the term of the 2020 – 2023 collective agreement. Thereafter, its renewal is subject to the agreement of the Parties.

(Park Board) Re-Hiring

Schedule H – BENEFITS AND WORKING CONDITIONS FOR TEMPORARY FULL-TIME, AUXILIARY AND REGULAR PART-TIME EMPLOYEES

Work Location 1 is Horticulture/Street Horticulture including Railway;

Work Location 2 is Golf;

Work Location 3 is ~~Arboriculture~~ Urban Forestry; and

Work Location 4 is Building Maintenance and Real Estate and Facilities Management.

LETTER OF AGREEMENT

This is Schedule "I" (*City*) and Schedule "K" (*Park Board*)
referred to in Clause 23 of this Agreement

CONTRACTED SERVICES

This letter shall be in effect from January 1, 2020 to December 31, 2022.

The Employer and the Union hereby agree to establish a joint committee comprising of three (3) 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.

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 fifty thousand dollars (\$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.

Park Board

LETTER OF AGREEMENT
This is Schedule "L" (Parks)
referred to in Clause 23 of this Agreement
STATUS REVIEW COMMITTEE

...

After joint review and discussion,

- a) The Employer will identify whether:
 - i. Sufficient basis exists to create regular full-time positions;
 - ii. Whether this shall be accomplished by posting of positions or conversion without posting.
 - iii. an employee shall be added to the Recall list

- b)

DISABILITY PLAN DOCUMENT

2) Definitions

The following are definitions of terms used in this document and for the purposes thereof, shall have the meaning set forth below.

....

e) "Employer" means the City of Vancouver including the Board of Parks and Recreation.

~~f) "He", "his" and "him" refer to both genders.~~

f) "Medical Examination" is an examination by a duly qualified Physician or medical practitioner and includes but is not limited to a functional capacity evaluation, occupational fitness assessment, or an independent medical examination.

And renumber remaining clauses.

...

6) Payment of Benefit

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 bi-weekly payroll procedures.

Note: the note currently situated in clause 6 will be removed.

Return to Work and Accommodations

While not to be included in the collective agreement the Employer agrees that during the term of the renewed agreement, the parties shall discuss modified work with a focus on identified challenges and opportunities to improve process and outcomes that achieve meaningful transitional modified work and permanent accommodation outcomes. These discussions would occur at the Round Table meetings and would not extend to discussion of specific accommodation cases.

AGREEMENT TERM AND COMPENSATION

Term

January 1, 2020 to December 31, 2022

- 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

- October 1, 2020 2%
- January 1, 2021 2%
- January 1, 2022 2%

Wage increases extend to current and former employees employed during term of the Collective Agreements.

HOUSEKEEPING

Delete expired effective dates and related transitional wording

Remove date references that don't distinguish compensation levels or other entitlements.

Gender Neutral Language & Classification Titles

Review Collective Agreements to ensure gender neutral language and classification titles.

Consistent References to Employment Status

Update capitalization of all references to Regular Full Time, Regular Part Time, Temporary Full Time and Auxiliary to maintain consistency throughout the Collective Agreements.

General Housekeeping

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