

- Unless otherwise noted, changes apply to both City and Parks agreements.
- Explanatory notes in italics are intended for context.
- It is intended that all Union and Employer proposals not addressed in the Memorandum of Settlement are withdrawn.
- Other than as set out in this document, the provisions of the existing Collective Agreement remain unchanged and are to be continued.
- Except as specifically indicated, all changes apply upon the date of the ratification, which is the date both Parties have ratified the settlement.

1. Clause 1 & Schedule A - Term of the Agreement and Remuneration

The Parties agree to a term of the collective agreement extending for four years from January 1, 2023 to December 31, 2026.

1. TERM OF THE AGREEMENT

This Agreement shall be for a term of ~~three (3)~~ four (4) years with effect from ~~2020~~ 2023 January 01 to ~~2022~~ 2026 December 31, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code, this Agreement shall continue in full force and effect, and neither party shall make any change or alter the terms of this Agreement until:

.....

General wage increases to all hourly wage rates in the pay plan, Schedule "A"

- January 1, 2023 – 4.5%
- January 1, 2024 – 4.0%
- January 1, 2025 – 3.5%
- January 1, 2026 – 3.0%

2. Remuneration – One Time Lump Sum Retention Payment

The Employer shall provide employees who remain active employees as of April 18, 2024, a one-time lump sum Retention Payment equal to three and half percent (3.5%) of all regular straight time wages earned in the 2022 calendar year. The Retention Payment will be made as soon as practicable following ratification of the collective agreement.

3. Remuneration – One Time Lump Sum Recognition Payment

The Employer shall provide employees who remain active employees as of April 4, 2024, a one-time lump sum Recognition Payment equal to one percent (1.0%) of all regular straight time wages earned in 2023 up to and including November 16, 2023. The Recognition Payment will be made as soon as practicable following ratification of the collective agreement.

4. Clause 5.5 – Trades Adjustments

5.5 Trades Adjustments

Where a specific Journeyperson Trades, Trades II and/or related supervisory class(es) has been identified by the Employer as being behind market and such trade has been difficult to recruit for or to retain employees in, the Employer may temporarily increase the rate of pay for the trade and/or related supervisory class(es) with the agreement of the Union. Such agreement by the Union shall not be unreasonably withheld. Where the Employer believes that the Union has unreasonably withheld their agreement the grievance procedure shall be deemed to be exhausted and the Employer may refer the matter to the Expedited Arbitration procedure contained in the B.C. Labour Relations Code. **The Employer will provide written notification to the Union before implementing a Trade Adjustment.**

Such temporary increases will be reviewed annually on July 31 or such other date as mutually agreed between the parties. Upon such annual review, if the rate of pay for a specific Journeyperson Trade or Trades II class is found to be above market then the rate of pay for the classification and/or its related supervisory class(es)/positions may be adjusted by the Employer to reflect the new market conditions. Those employees who would be adversely affected by such an adjustment shall remain at their current rate until such time as the general negotiated increases result in a rate that matches or exceeds the employee's current rate, at which time employees shall again become eligible for subsequent general increases.

It is understood that the Employer may make adjustments to individual classes/positions to address market and recruitment issues and that it is not required to apply such adjustments across all Journeyperson Trades, Trades II or their related supervisory classes/positions.

5. Clause 6.2(b) Hours of Work and Work Weeks – Schedule B (Parks)

NON-STANDARD WORK WEEKS AND HOURS - 7 DAY OPERATIONS

.7. Site Supervisor – Train

Site Supervisor – Train may work 5 days per week on shifts as follows:

Days: eight (8) hours' work between 8 a.m. and 7 p.m.

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

Nights: eight (8) hours' work between 11 p.m. and 9 a.m.

Site Supervisor-Train hours of work may change due to seasonal and/or special event activities.

NON-STANDARD HOURS – MONDAY TO FRIDAY

12. Irrigation Workers

Shifts may start as early as 6:00 AM during April 01 to September 30 inclusive and 6:30 AM October 1 to March 31.

13. Asphalt and Drainage

Shifts may start as early as 6:00 AM from May to September.

6. Clause 6.8 - Shift Premium

Effective January 1, 2025:

6.8 Shift Premium

Regular Full-Time Employees shall be paid a shift premium of ~~one dollar (\$1.00)~~ **one dollar and seventy-five cents (\$1.75)** per hour for all regular hours worked 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.

7. Clause 7.3 - Compensating Time Off ("CTO")

- (a) Every employee who is required to work overtime, or work on a public holiday, ~~in their home branch~~, shall at the time of working overtime or at the time of working on a public holiday, elect whether to be paid therefor or receive compensating time off in lieu thereof. Thereafter, the method of compensation selected will not be changed unless the Supervisor is notified otherwise. Employees who work overtime or work on a public holiday outside of their home branch will be paid therefor without the option to receive compensating time off in lieu thereof **unless the required overtime work is related to snow response.**

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

Truck Drivers and Equipment Operators designated as instructors by the Employer shall receive a premium of ~~two dollars (\$2.00)~~ **three dollars (\$3.00)** per hour above their regular rate while so instructing.

9. Clause 9.2 – Medical Coverage

Effective the first of the month, following one full calendar month after the Parties' ratification of the collective agreement.

9.2 Medical Coverage

....

(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 one hundred and twenty-five dollars (~~\$100.00~~) (\$125.00) per person per twenty-four (24) month period;
- (2) vision care to a maximum payable of six hundred fifty dollars (\$650.00) per person per twenty-four (24) month period including coverage for laser eye surgery;
- (3) hearing aids to a maximum payable of seven hundred dollars (\$700.00) per person in a five (5) calendar year period;
- (4) orthopedic shoes to a maximum payable of four hundred dollars (\$400.00) for adults/two hundred dollars (\$200.00) for children in a calendar year and orthotics to a maximum payable of three hundred dollars (\$300.00) every five (5) years;
- (5) diabetic equipment and supplies, and ostomy supplies;
- (6) *See below*
- (7) clinical psychologist services ~~six hundred dollars (\$600.00)~~ one thousand two hundred dollars (\$1,200.00) maximum payable per person in a calendar year;
- (8) Fertility treatment to a lifetime maximum per person of three thousand dollars (\$3,000.00);
- ~~(8)~~ (9) 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;

~~(9)~~(10) in cases where an eligible drug can be 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.

The EHB lifetime maximum coverage under this Plan will be ~~one million dollars (\$1,000,000)~~ two million dollars (\$2,000,000) per covered employee and dependent. The Plan has an annual deductible of one hundred dollars (\$100.00).

The Employer shall pay one hundred percent (100%) of the premiums.

Effective January 1, 2025:

(6) chiropractor and naturopath services to a combined maximum of ~~five hundred dollars (\$500.00)~~ seven hundred dollars (\$700.00) per calendar year; physiotherapist and massage practitioner services to a combined maximum of ~~eight hundred dollars (\$800.00)~~ one thousand dollars (\$1,000.00) per calendar year; podiatrist services to a maximum of three hundred fifty dollars (\$350.00) per calendar year; and acupuncture treatments to a maximum of two hundred fifty dollars (\$250.00) per calendar year;

10. Clause 9.19 – Unpaid Leave of Absence

City:

- (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 (1) month prior to the commencement of the leave. If an employee is elected to full-time office, other than the City of Vancouver or Vancouver Park Board, they will be granted another leave of absence, but without the ability to maintain their coverage for health and welfare benefits.

If the employee is elected to office with the City of Vancouver or Vancouver Park Board, the employee will resign.

Parks

- (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 a full-time office, other than the City of Vancouver or Vancouver Park Board, they will be granted another leave of absence, but without the ability to maintain their coverage for health and welfare benefits.

If the employee is elected to office with the City of Vancouver or Vancouver Park Board, the employee will resign.

11. Clause 10.3 – Public Holidays

Incorporate the Green Sheet signed by the parties on October 25, 2023 regarding clause 10.3 as set out below.

10.3 Public Holidays

- (a) Provided an employee has worked at least fifteen (15) of the last thirty (30) days prior to the public holiday, Regular Full-Time Employees are entitled to a holiday with pay on the following public holidays, namely: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, **National Day for Truth and Reconciliation**, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day appointed by Council to be a civic holiday.

12. Schedule “F” City and “H” Parks- Probation

Schedule F in the City Collective Agreement as follows:

SCHEDULE “F” (City):

1. Seniority Pool

2. (g) Calculation of Seniority

The Seniority Pool lists for Temporary Full-Time, Auxiliary and Regular Part-Time employees shall be on the basis of all straight time hours paid.

2. Auxiliary employees shall have probationary status during their first 1044 hours worked. If probation is not complete upon being appointed to a Regular Full Time, Regular Part Time or Temporary Full-Time position they shall be required to serve the normal probationary period per clause 11.

Schedule H in the Parks Collective Agreement as follows:

SCHEDULE “H” (Park Board):

1. Seniority Pool

2. (h) Calculation of Seniority

The Seniority Pool lists for Temporary Full-Time, Auxiliary and Regular Part-Time employees shall be on the basis of all straight time hours paid.

2. Auxiliary employees shall have probationary status during their first 1044 hours worked. If probation is not complete upon being appointed to a Regular Full Time, Regular Part Time or Temporary Full-Time position they shall be required to serve the normal probationary period per clause 11.

13. Clause 12.2 – Posting of Positions

12.2 Posting of Positions

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

.....

(g) Where a position has been posted pursuant to 12.2(a), (b), or (c), should subsequent position(s) for the same classification arise in the same department within:

(a) sixty (60) calendar days for positions that have a requirement to accumulate hours; or

(b) ninety (90) calendar days of any other position

of the closing date of the original posting, the Employer will have the discretion to offer the subsequent position(s) to the next highest ranked qualified applicant(s) from the original posting without posting the new position(s). This clause does not restrict nor limit the Employer's right to post subsequent positions.

14. Clause 16.2 – Personal Protective Equipment and Clothing (City and Parks)

Effective date of ratification.

Clause 16.2 Personal Protective Equipment and Clothing

.....

- (c)** Regular Full-Time Employees, who are required to wear safety work boots in accordance with WorkSafeBC regulations, shall be paid an allowance of seventy-five dollars (\$75.00) annually to be put towards the purchase of CSA approved boots. This allowance shall be paid annually in November.

Effective January 1, 2025:

Clause 16.2 Personal Protective Equipment and Clothing

- (c)** Regular Full-Time Employees, who are required to wear safety work boots in accordance with WorkSafeBC regulations, shall be paid an allowance of one hundred dollars (\$100.00) annually to be put towards the purchase of CSA approved boots. This allowance shall be paid annually in November.

Effective January 1, 2025, the Employer will cease its practice of allowing payroll reimbursements to third party providers (eg: The Boot Truck) for boots and/or footwear.

15. Clause 16.8 (City) and 16.7 (Parks) – Union Representation

The Employer will provide the Union with the opportunity to present for up to fifteen (15) minutes during new employee orientation during work hours when more than eight (8) employees start at one location on the same day.

16. Clause 20 – Employment Equity

20. EMPLOYMENT EQUITY

The Employer and the Union agree with employment equity programs which will assist visible minorities, Indigenous and racialized people, persons with disabilities, First Nations people, LGBTQ2s+, 2SLGBTQIA+, and women in gaining entry into employment and which will provide opportunities for advancement.

17. Schedule A

Within ninety (90) days of ratification, the parties will meet to review the feasibility of establishing a new class title Equipment Guide (currently Padman pay code GR345) in the Sewers Operations, as well as possible application to Waterworks and Streets branches. The parties will also discuss whether it is necessary or feasible to amend Schedule A to add an Equipment Coordinator and a Working Site Supervisor - Ready-Mix & Pre-Cast Plant.

18. Letter Regarding Lifeguard Uniform and Labour Management Committee

Note: Not to be included in the Collective Agreement

DATE (DATE OF RATIFICATION)

Scott McIntosh
President
CUPE Local 1004
Suite 130, 111 Victoria Drive
Vancouver, BC V5L 4C4

Dear Scott:

RE: 2023/2024 Lifeguard Union Redesign

The Employer is in the process of redesigning the Lifeguard Uniforms for 2023/2024 and has established an informal redesign committee that includes employees from both CUPE 1004 and CUPE 15 to provide input on the redesign. The current redesign requires that the uniforms have a yellow base.

For the 2023/2024 Uniform Redesign, the Employer will remove the colour limitation from the redesign committee to allow for either a yellow base with red graphic OR a red base with yellow graphic selections. Secondary colours may support the chosen primary colour for the uniform to ensure text legibility (for safety purposes).

The redesign committee will provide a recommendation regarding the graphic and colour scheme of the 2023/2024 Lifeguard Uniform and associated attributes to the Manager Recreation – Citywide services. Final approval for uniform attributes will be made by the Manager Recreation – Citywide Services but strong preference will be given to the recommendation of the informal committee.

This process or outcome regarding Uniform Redesign will not be binding on future Lifeguard Uniforms beyond the 2023/2024 rollout.

For the term of the Collective Agreement, the Employer agrees that a seasonal CUPE 1004 Lifeguard Labour-Management Committee be set up to seek solutions to mutual problems and to achieve mutual objectives with participation from Employer and Union representatives.

Yours truly,

Steve Kellock
Director Recreation

19. Schedule G (City) / Schedule I (Parks) – Expedited Arbitration

Incorporate the Green Sheet signed on November 22, 2023 regarding Schedule G (City) / Schedule I (Parks) – Expedited Arbitration.

SCHEDULE “G”

This is Schedule “G” referred to in

Clause 23 of this Agreement

EXPEDITED ARBITRATION

The Parties may, by mutual written agreement, refer any grievance filed at arbitration, except policy grievances and classification grievances, to the expedited process as follows:

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

Mark Brown

Christopher Sullivan

~~Stan Lanyon~~ **Ken Saunders**

Julie Nichols

Should the arbitrator not be available to hear the grievance within one (1) month of the referral, the Parties shall proceed to the next name.

2. No External Legal Counsel

As the process is intended to be informal, external lawyers will not be used to represent either Party.

3. Summary of Issues

Prior to the hearing, the Parties will endeavour to reach an agreed to statement of facts and a summary of the issues that remain in dispute.

It is the intent of the Parties to limit the use of witnesses to introduce evidence. Each Party will provide a list of witnesses and an outline of their intended testimony.

4. Procedure

All presentations shall be concise, with an emphasis on providing a comprehensive opening statement. The Parties agree that no more than three (3) case authorities will be relied upon during their respective presentations. Hearings shall not exceed one (1) day without mutual consent. Under no circumstances will a hearing exceed two (2) days.

5. Mediation Assistance

- **Prior to Hearing:**

In advance of the hearing, the Parties may jointly direct that the arbitrator begin proceedings in a mediator role. Any such referral shall be communicated to the arbitrator at least twenty four (24) hours prior to the commencement of the hearing, and the Parties shall still deliver their opening statements.

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20. NEW LOU – Job Sharing and Reduced Hours

LETTER OF UNDERSTANDING JOB SHARING and REDUCED HOURS

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

1. General

(a) Job Sharing

Where a Regular Full-Time Employee occupying a regular full-time position wishes to share their position with another employee and has received formal approval from the Department Head, the employee shall be entitled to do so in accordance with the provisions of this Letter of Understanding.

(b) Reduced Hours

Where a Regular Full-Time Employee occupying a regular full-time position wishes to reduce the working hours of their position and has received formal approval from the Department Head, the employee shall be entitled to do so in accordance with the provisions of this Letter of Understanding.

2. Procedure

- (a) A Regular Full-Time Employee shall apply in writing to their Department Head indicating the reason for the request including the hours and days of the week the employee wishes to work and/or share their position. And, if applicable, with whom the employee contemplates the job sharing arrangement. A copy of this request shall be forwarded to the General Manager, Human Resource Services and the Union.
- (b) The employee with whom it is contemplated the position shall be shared must:
 - (i) be qualified to perform the duties and responsibilities of the position, and
 - (ii) must not incur overtime as a result of working the shared position.
- (c) Where an employee's request is approved and results in a reduction in hours worked or an acceptable job sharing arrangement, the General Manager, Human Resource Services shall provide each affected employee with a letter covering the terms and conditions of the arrangement signed by the Employer. The letter will be copied to the Union.
- (d) Under normal circumstances, the regular daily and weekly hours of a position impacted by a Job Sharing arrangement shall remain unchanged as a result of

the Job Sharing arrangement unless otherwise varied by the terms and conditions as provided by the letter referred to in paragraph (c) above.

- (e) Where an employee's request is denied, the Union may request a meeting with the Department Head and General Manager, Human Resource Services to discuss the matter.

3. Duration

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

4. Employee Status and Working Conditions

- (a) A Regular Full-Time Employee in a Reduced Hours or Job Sharing arrangement shall continue to maintain the status of a Regular Full-Time Employee during the period of time covered by the arrangement and shall accumulate seniority in proportion to the scheduled hours compared to the full-time hours of the position. Such an employee shall be entitled to exercise bidding rights as a Regular Full-Time Employee and to use accumulated seniority for all applicable purposes including layoff, bumping and recall.
- (b) The general principles with respect to wage rates, employee benefit entitlements and premium payments for Regular Full-Time Employees in Reduced Hours or Job Sharing arrangements are as follows:
 - (i) Wages shall be paid in accordance with the ratio that the employee's scheduled weekly hours bear to the full-time hours of the position being reduced or shared.

- (ii) Paid leave benefits, such as Vacation, Public Holidays, Disability and Gratuity shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being reduced or shared.
 - (iii) The employee's share of the premium payments for Health and Welfare benefits, such as Medical, Extended Health, Dental and Group Life shall increase proportionately as the number of scheduled weekly hours decrease in relation to the full-time hours of the position being reduced or shared.
- (c) In accordance with the general principles outlined in paragraph 4(b), except as otherwise stated, the following shall apply to Regular Full-Time Employees:

(i) Vacation Entitlement

The employee's annual vacation entitlement shall be prorated according to the number of weekly hours the employee is scheduled to work in comparison to the full-time hours of the position being reduced or shared. It is understood that the Employer shall not adjust the start date of the employee for the period of time spent in the Reduced Hours or Job Sharing arrangement and as such any future vacation entitlement shall not be delayed as a result of time spent in a Reduced Hours or Job Sharing arrangement.

(ii) Supplementary Vacation

Supplementary vacation shall not be prorated as a result of an employee participating in a Reduced Hours or Job Sharing arrangement.

(iii) Public Holidays

- (1) Where an employee's normal hours of work are based on a five (5) day week, the employee shall take public holidays as they occur. The employee's public holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being reduced or shared.
- (2) Where the employee has not received sufficient public holiday hours as part of their work schedule or been credited with sufficient hours as a result of the proration or made alternate arrangements to the satisfaction of the department to use public holiday hours to which they were entitled as a result of the proration, the employee's public holiday account shall be credited with the appropriate number of hours at year end.
- (3) Where the employee has received an overage on the number of paid hours, the employee may be scheduled to work without pay to make up the equivalent number of overpaid hours. Where the Employer is not able

to schedule work for the employee, arrangements shall be made to deduct the overage either from the employee's compensating time off account or from the employee's normal pay and such deduction is to be done at year end or at the expiry of the Reduced Hours or Job Sharing arrangement, whichever is the earlier.

- (4) Shared positions based on the compressed work week of 4 days shall receive prorated public holiday pay as part of their pay cheque and therefore no adjustment is required.

(iv) Extended Health, Dental and Group Life

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

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

Employer's share = $17.5 \text{ (scheduled hours)} / 35 \text{ (normal full-time hours)} \times 75\%$
(employer's portion of premium) = 37.5% of premium

(v) Short, Medium, Long Term Disability

For the period of the arrangement, the employee shall have disability paid on a prorated basis, calculated on the same proportionate basis as the employee's new scheduled hours bear to the full-time hours of the position being reduced or shared.

(vi) Gratuity

For the period of the arrangement, the employee shall have gratuity days credited on a prorated basis, calculated on the same proportionate basis as the employee's new scheduled hours bear to the full-time hours of the position being reduced or shared.

(vii) Superannuation

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

5. Auxiliary and Regular Part-Time Employees

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

6. Termination

Either party may terminate this Letter of Understanding by providing at least thirty (30) calendar days' written notice to the other party during the thirty (30) calendar days immediately prior to the date of expiry of this Collective Agreement. Notwithstanding such cancellation, all Reduced Hours or Job Sharing arrangements in effect at the time of cancellation shall continue under the individual terms agreed upon.

21. LOA: Loans For Addiction Issues and Cost of Treatment and Monitoring

- 3 (d) Reimbursement is capped at 80% of approved treatment costs, to a lifetime maximum Employer contribution of ~~\$3,000~~ \$5,000.00 per RFT employee.

22. Housekeeping – Schedule A

Update Schedule A as follows:

(Parks) Addition of positions Schedule A:

Class No	Class Title	Pay Code
9225	Sign Maker	GR375
9222	Conservatory Supervisor	GR377

(Parks) Removal of positions Schedule A:

Class No	Class Title	Pay Code
9176	Trades 1 Mechanic (Parks)	GR360
9172	Trades 2 Mechanic (Parks)	GR377
9182	Blacksmith Trades 1(Parks)	GR360
9005	Blacksmith Trades 2(Parks)	GR375

(City) Removal of positions Schedule A:

Class No	Class Title	Pay Code
115	Automotive parts worker	GR325

23. Housekeeping: Delete expired effective dates and related transitional wording

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

24. General Housekeeping

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

- a. Change all references from WCB to WorkSafe*
- b. Review and update as necessary any information between the parties on cover of Collective Agreements*
- c. Change all references of Industry Training Authority ("ITA") to SkilledTradesBC*
- d. Update all references to specific gender to gender neutral terms throughout the Collective Agreement and the Disability Plan Document.*

25. Letter re Mayor's Budget Task Force and Potential Elimination of Park Board

Note: Not to be included in the Collective Agreement

DATE (DATE OF RATIFICATION)

Scott McIntosh
President
CUPE Local 1004
Suite 130, 111 Victoria Drive
Vancouver, BC V5L 4C4

Dear Scott:

As you are aware, the Employer is currently reviewing recommendations from the Mayor's Budget Task Force.

Separately, City Council has submitted a request for a change to the Vancouver Charter that would eliminate the Park Board and transition the oversight of parks and recreation services to Council. Premier Eby recently indicated that he is committed to advance the requested amendments to the Vancouver Charter at the next legislative session following the Provincial election.

In relation to the City's consideration of the Task Force recommendations and/or the consolidation of governance for parks and recreation services with City Council, I can confirm that the City has no plan to contract out services that would result in the layoff or reduction in regular hours or straight time pay for CUPE 1004 members who currently hold regular positions in the City or Park Board bargaining units.

The City and CUPE 1004 are presently engaged in negotiations for a renewed collective agreement. In those negotiations, CUPE 1004 has indicated the Union's preference to conclude an agreement that will remain in effect for 4-year term extending from January 1, 2023 to December 31, 2026.

Even if the plans as referenced above are altered, and in the eventuality that the parties conclude a renewed collective agreement that extends to December 31, 2026, the City is prepared to commit that it will not contract out services performed by CUPE 1004 members in the City or Park Board bargaining units where such contracting out would result in layoff or a reduction in regular hours or straight time pay for regular employees. The City is also prepared to commit that any amalgamation of services between the City and Park Board will not result in the layoff or reduction in regular hours or straight time pay for any regular employees.

To confirm, the foregoing commitments are explicitly conditional on the resolution of a collective agreement that extends to December 31, 2026.

The above commitments will remain in effect to December 31, 2026 unless either party gives written notice to commence bargaining prior to that date then the commitments will remain in effect until March 1, 2027.

Yours truly,

Paul Mochrie
City Manager

WITHOUT PREJUDICE

26. Grievance #20220062

The offer below is contingent on the Parties reaching a memorandum of settlement to renew the Collective Agreement for the term following the 2020-2022 Collective Agreements and has no retroactivity.

**Letter of Understanding
(the “Agreement”)
Between
The City of Vancouver (the “Employer”)
And
Canadian Union of Public Employees 1004 (the “Union”)
(Collectively, the “Parties”)**

RE: Grievance #20220062 – Workday Length Effect on Time Loss Suspensions

This Agreement is made without prejudice and without precedent to the interpretation or application of the Collective Agreement, or any other agreements between the Parties, or to any similar dispute between the Parties.

WHEREAS:

- I. When administering suspensions as part of the disciplinary process, the Employer has a well-established practice of applying these on a progressive basis following a pattern of 1-day, 3-days, 5-days, and 10-days.
- II. The Union filed a grievance (#20200062) indicating their view was this pattern was based on an 8-hour shift and was unfair for employees working compressed work schedules that consist of 10-hour shifts.

THEREFORE: The Parties agree to enter into this Letter of Understanding (the “Agreement”) on a without prejudice and without precedent basis on the following terms:

1. From the date of implementation of this Agreement for Employees working a compressed work schedule that consists of 10 hour shifts or more the progressive basis of administering suspensions will be 1 day, 2-day, 4 day and 8 days.

For Example:

	Standard Hours Shifts			10 Hour Shifts	
Level 1	1-day	8 hours		1-day	10 hours
Level 2	3-days	24 hours		2-days	20 hours
Level 3	5-days	40 hours		4-days	40 hours
Level 4	10-days	80 hours		8-days	80 hours

2. For employees working any other compressed work week schedule that consist of less than 10 hour shifts, the progressive basis of administering suspensions will be 1 day, 3-day, 5-day, and 10-day suspensions based on the hours of their compressed shift.
3. Further to the examples provided in clause #1 of this Agreement showing suspensions as levels, an Employee working under a compressed hours schedule who has received a suspension and subsequently moves to a position with a standard shift length, if a second discipline is administered, notwithstanding clause #4 below, it would follow the levels. For example, if an Employee on a compressed hours scheduled received a 2 day suspension (level 2) and then they receive an additional suspension in a standard hours schedule, they would receive a level 3 suspension (5 day suspension).
4. This Agreement does not require the Employer follow the sequence of progression in every instance, only that for disciplinary suspensions the Employer must choose one of the applicable suspension levels set out above. For clarity, the Employer may at their discretion, repeat the same level of discipline or may skip one or more levels depending on the circumstances.
5. This Agreement is not intended to modify the Employer practice regarding:
 - i) Any other form of discipline including but not limited to verbal or written warnings or terminations,
 - ii) Removal or an administrative leave of an employee from the workplace pending the outcome of an investigation, and
 - iii) Is not to be used to interpret the collective agreement in any manner.
6. Nothing in this Agreement prevents the Parties from negotiating a different level of suspension in the grievance process.
7. The Parties agree that this Agreement is a compromise settlement of a disputed claim.
8. This Agreement will remain in effect while the Employer maintains its current practice of administering suspensions on a progressive basis following a pattern of 1-day, 3-days, 5-days, and 10-days.

9. The Employer may modify its practice regarding progressive suspensions and agrees to notify the Union in writing before making a change.

10. This Agreement is full and final settlement of all grievances or outstanding matters related to or arising from the issue that was in dispute. No further grievances shall be filed as a result of this Agreement except to enforce its terms.

On behalf of the Union

Date / /
DD / MM / YY

On behalf of the Employer (HR)

Date / /
DD / MM / YY