

RECOMMENDATIONS FOR SETTLEMENT

PROPOSED BY MEDIATOR BRIAN FOLEY

TO RESOLVE THE LABOUR DISPUTE

BETWEEN THE CITY OF VANCOUVER AND

THE VANCOUVER PUBLIC LIBRARY

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

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

OCTOBER 5, 2007

BACKGROUND

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

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

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

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

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

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

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

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

Brian Foley

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

1. MATTERS AGREED TO BY THE CITY AND CUPE LOCAL 15 BEFORE SEPTEMBER 21, 2007

All matters agreed to by the City and CUPE Local 15 before September 21, 2007 will be incorporated unchanged into the renewal collective agreement. Any disagreements in this regard will be referred to Brian Foley for a binding decision.

2. MATTERS RAISED BY THE CITY OR CUPE LOCAL 15 DURING COLLECTIVE BARGAINING AND/OR MEDIATION BUT NOT INCLUDED IN THESE RECOMMENDATIONS FOR SETTLEMENT

Any matters raised by the City or CUPE Local 15 during collective bargaining and/or the mediation process that are not included in these Recommendations For Settlement are considered withdrawn.

3. EFFECTIVE DATES

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

4. EFFECTIVE DATES OF GENERAL WAGE INCREASES

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

5. WAGE SCHEDULE CHANGES

The following changes will be made to the Wage Schedule:

- Footnote "u" to Schedule "A" in the City collective agreement will be deleted, affecting Parking Enforcement Officers and Coin Collectors; Parking Enforcement Officers will be allocated to Pay Grade 16.
- The wage adjustments for particular job classifications from one pay grade to another, as agreed to by the City and Parks and CUPE Local 15, will be effective from July 1, 2008.

- The following footnote will be added to the Wage Schedule applicable to the City and to Parks: “The Employer and the Union agree that, where a wage adjustment is made, it shall not be used as the basis for argument or as comparison criteria to alter the classification or value of any other classification”.

6. LAYOFFS DUE TO CONTRACTING OUT OF WORK PERFORMED BY CUPE LOCAL 15 MEMBERS (CITY AND PARKS)

The following Letter of Understanding entitled “Layoffs Due to Contracting Out” will be incorporated into the collective agreement:

“The Employer agrees that any proposal for contracting out of any work currently performed by members of CUPE Local 15 that may result in the layoff of members of the CUPE Local 15 workforce will be communicated to the Union no less than six (6) calendar months before the date on which the Employer intends to contract out the work.

Once such contracting out notice is given to the Union, the Employer and the Union will meet, in good faith, to discuss and consider the following:

- Alternatives to the proposed contracting out;
- Priority placement of the affected employees;
- Retraining, job search and outplacement support for the affected employees;
- Severance Provisions (including early retirement options). If the Employer and the Union cannot agree to the severance provisions, the matter will be referred to Brian Foley, or another mutually agreeable arbitrator, for a binding decision.

The Employer and the Union agree that the process described above will satisfy the requirements of Section 54 of the Labour Relations Code.”

7. JOINT COMMITTEE – AUXILIARY SCHEDULING (CITY AND PARKS)

The following section will be added to Schedule “E” of the collective agreement (Matters Arising From Collective Bargaining):

“The Employer will review the feasibility of developing or acquiring a system(s) or establishing processes that will:

- facilitate the scheduling of Auxiliary staff in both the City and Park Board;
- assist in matching employees’ skills, competencies, and qualifications with the availability of work;
- make more transparent to both employees and members of the public seeking work the employment opportunities within the City and Park Board; and

- link available employment opportunities to the City's recruitment and advertising processes, including use of civic websites.

As part of the above review, the Employer and the Union will establish a Joint Committee consisting of not more than three (3) representatives from each party to discuss auxiliary scheduling system(s) and processes and to discuss the means by which auxiliary employees' seniority may be considered in work scheduling, without unduly compromising or impeding operational requirements. The Committee will also consider the means by which Auxiliary and Temporary staff may register their availability for work and their intent to:

- seek regular full-time or regular part-time employee status;
- return from one season to another or from one program period to another; or
- simply be available on an on-call basis.

The Joint Committee will report its findings to the Employer and the Union by June 30, 2008."

8. AUXILIARY EMPLOYEE CONVERSION REVIEW (CITY AND PARKS)

The following section will be added to Section "E" of the collective agreement (Matters Arising From Collective Bargaining):

"A Joint Committee consisting of not more than three (3) representatives from the Employer and the Union will be established to discuss the applications of the Employee Definitions with a view to converting, where appropriate, auxiliary hours to either regular full-time or regular part-time positions.

The Employer shall share with the Union all information necessary for the review process, including the pattern of auxiliary hours over the past two (2) years and the operational criteria applied previously in conversion reviews done by the parties in both Parks and the City. The Union will also be provided with the opportunity to conduct worksite visits to review existing employees' shift schedules.

After discussions by the Joint Committee, the Employer will identify the auxiliary hours that the Employer is prepared to convert to regular full-time and regular part-time positions based on the criteria of previous conversion reviews; the Employer will also identify the employees who would be affected by such conversion.

The Employer's conversion proposal will be reviewed by the Joint Committee and reasonable consideration will be given to additional possible conversions proposed by the Union.

The Joint Committee will then make its report to the General Manager of Human Resource Services who will provide recommendations to City Council and the Park Board by June 30, 2008.

The Joint Committee will conduct a second conversion review to be completed by June 30, 2011.”

9. EXTENDED HEALTH PLAN (ALL EMPLOYERS)

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

- increase the eye exam coverage from “\$75.00 per person per twenty-four (24) month period” to “\$100.00 per person per twenty-four (24) month period”; and
- increase the vision care option from “\$350.00 per person per twenty-four (24) month period” to “\$450.00 per person per twenty-four (24) month period, including coverage for laser eye surgery”.

10. WHISTLEBLOWER (ALL EMPLOYERS)

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

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

11. RECLASSIFICATION OF POSITIONS AND CLASSIFICATION OF NEW POSITIONS – DISPUTE RESOLUTION PROCESS (ALL EMPLOYERS)

The following new section (i) shall be added to Clause 11.12 (with respect to Britannia and Ray-Cam, the appropriate Employer name and representatives' title(s) will be substituted):

“Dispute Resolution Process

Any difference concerning the allocation of a position to an existing Schedule “A” class or to a new or amended classification established by the Employer, or the Employer’s refusal to conduct a classification review, shall be dealt with in the following manner. (The following procedure shall apply in substitution for the regular grievance procedure contained in Clause 15 of the Collective Agreement):

(1) Request for Information

The Union may request the basis for an Employer’s decision from the General Manager, Human Resource Services or designate within 14 calendar days of being notified of the decision. Human Resources will provide this information within 14 calendar days of the request or will advise the Union of any delays in providing the information. If the Union does not agree with the Employer’s decision, and wishes to pursue the matter, the Union shall refer the issue to Step 1 below within 14 calendar days of receiving the explanatory information, giving written reasons why it disagrees with the Employer’s decision and the remedy sought.

(2) Step 1

The Step 1 attendees will be the General Manager, Human Resource Services or designate, the departmental Human Resource Consultant, a GVRD Compensation representative, the Department Manager or designate, the Union’s Job Evaluation Representative, and the incumbent of the position. Two additional incumbents may attend in disputes involving the review of a class involving multiple positions. The focus of the meeting will be fact-finding on job duties and responsibilities.

The Employer will respond to the Union in writing within twenty one (21) calendar days of the Step 1 meeting. If the grievance is not resolved, the Union may refer the grievance in writing to Step 2 within twenty one (21) calendar days of receiving the response.

(3) Step 2

The Step 2 attendees will be the General Manager, Human Resource Services or designate, a GVRD representative and the Union’s Job Evaluation Representative. The focus of the meeting will be the application of classification principles in allocating the disputed position to either an existing Schedule “A” classification or a new classification established by the Employer.

The Employer will respond to the Union in writing within 21 calendar days of the Step 2 meeting.

If the grievance remains unresolved after the conclusion of Step 2, the Union may advance the grievance to Arbitration by advising the General Manager, Human Resource Services in writing within fourteen (14) calendar days of the date of the final Step 2 response.

(4) Arbitration

- (a) The parties shall agree on the Arbitrator within fourteen (14) calendar days of the referral and must request dates from the Arbitrator at that time.**
- (b) Where the parties are unable to agree on the Arbitrator within fourteen (14) calendar days of the referral, either party may apply to the Director, Collective Agreement Arbitration Bureau within the following ninety (90) calendar days to make the appointment of an Arbitrator. If there is no agreement to an Arbitrator and no referral to the Director, Collective Agreement Arbitration Bureau in accordance with this Clause, the grievance shall be considered to be abandoned.**
- (c) In all other respects, the provisions of the Labour Relations Code shall apply. The decision of the Arbitrator shall be final and binding on both parties. Each party shall pay half the expense of the Arbitrator and the expenses of their representative(s).**
- (d) In considering the proper allocation of a position in classification disputes, the parties agree that the Arbitrator shall have the authority to consider Schedule "A" classes within the Employment Pool, Britannia Community Services Society, and Ray-Cam Cooperative Association."**

12. FILLING OF VACANCIES (ALL EMPLOYERS)

The following changes shall be made to Clauses 11.2 and 11.3:

- **Clause 11.2(h) will be amended by adding a new sub-clause (3) as follows:**
 - "(3) When filling vacancies for positions at Pay Grade 26 and above, the process in Clause 11.2(h) (1) and (2) above shall not apply. In filling those vacancies, eligible employees referred to in Clause 11.2(b) and those who are considered external applicants shall be considered at the same time, on the basis of qualifications, experience, and personal suitability for the position."**
- **The following sentence will be added to Clause 11.3(a):**
 - "Pursuant to Clause 11.2(h)(3), where internal and external applicants are considered equally qualified in terms of their skill, knowledge and ability, preference will go to the internal applicant."**

13. VACATIONS (ALL EMPLOYERS)

Clause 9.1 will be amended by:

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

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

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

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

14. DEFERRED VACATION (ALL EMPLOYERS)

Clause 9.1(k) will be amended by:

- replacing the words “entitled to annual vacation of twenty (20) working days” with the words “entitled to annual vacation of twenty-five (25) working days”;
- replacing the words “shall take at least fifteen (15) working days” with the words “shall take at least twenty (20) working days”;
- replacing the words “in excess of fifteen (15) working days” with the words “in excess of twenty (20) working days”; and
- adding a new paragraph that reads as follows:

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

15. TELECOMMUTING (ALL EMPLOYERS)

The telecommuting provisions agreed to by the Employer and the Union will apply to all employers (City, Parks, Britannia Community Services Society, and Ray-Cam Cooperative Association).

16. REMOTE ACCESS/ASSISTANCE (CITY AND PARKS)

The following new provision will be added to Clause 8.2:

“(d) When an employee is contacted for assistance and is able to resolve the problem over the telephone (or by computer) and does not have to report to a worksite, the employee shall be paid double the employee’s regular rate of pay for the actual time worked, with a minimum of one (1) hour. Any subsequent contacts that occur within one (1) hour of the first call shall not result in any additional payments. A telephone call that occurs after the one (1) hour period shall result in another one (1) hour payment at double the employee’s regular rate of pay. An employee will not be eligible for this form of callout should a return to the worksite (Callout, Clause 8.2(a) above) result from the issue being discussed.”

17. HARASSMENT (ALL EMPLOYERS)

The following new “Harassment” clause will be added to the collective agreement:

“The Employer and the Union recognize the right of employees to work in an environment free from harassment.”

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

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

19. RETURN TO WORK ARRANGEMENTS (ALL EMPLOYERS)

The following return to work arrangements will apply when these Recommendations For Settlement are accepted by the Employer and CUPE Local 15:

- (a) Regular Full-Time, Temporary Full-Time and Regular Part-Time Employees are expected to return to work at their normal start time for their next regularly scheduled shift. Employees not returning to work within 10 calendar days shall be deemed to have resigned unless they have valid reasons for not being able to return and they have made arrangements with the Employer for an acceptable return date. Auxiliary Employees will confirm their return to work schedules by contacting their supervisor.**
- (b) All employees who return to work shall suffer no loss of seniority. Entitlements to Vacation Leave in 2007, Supplementary Vacation, Sick Leave and Gratuity Leave and trigger dates for vacation increases and salary increments shall not be affected by the work stoppage.**

- (c) Any employee may cash out up to 10 days of current or banked leave entitlements. This is a one time option for employees to be exercised prior to the end of business on November 30, 2007.
- (d) The time absent due to the work stoppage is not pensionable service.
- (e) The Employer agrees that employees will not be subject to discriminatory, disciplinary or reprisal action for legal strike activity during the work stoppage. The Union agrees not to take any reprisal action against employees due to their actions or non-participation in strike activity and not to engage in any harassment or discrimination against exempt employees who performed the work of bargaining unit members during the strike.
- (f) All applications/complaints/proceedings before the Labour Relations Board shall be withdrawn.
- (g) Time limits for grievances shall be dealt with in accordance with the agreement in this matter reached between the Employer and the Union at the time of the commencement of the work stoppage.
- (h) The remaining balance of any probationary period which was being served at the time the work stoppage commenced shall be served commencing the date the employee returns to work.
- (i) The Employer agrees that any posted vacancy, where the posting period expired during the period of the work stoppage, will be reposted in accordance with the collective agreement or extended, following the employees' return to work.
- (j) As soon as possible following ratification of the Recommendations For Settlement, a lump sum payment of \$1,000.00 (pro-rated, where applicable, based upon an employee's average weekly hours from January 1, 2007 to July 23, 2007) shall be paid to each Regular Full-time, Temporary Full-Time and Regular Part-time Employee who returns to work in accordance with paragraph(a) of these Return To Work Arrangements and continues to be actively at work for a minimum of one (1) complete pay period following their return to work.

Auxiliary Employees shall qualify for a pro-rated return to work payment provided they have worked a minimum of 350 hours during the period from January 1, 2007 to July 23, 2007 and have returned to work by April 7, 2008. For Auxiliaries, the pro-rated return to work payment shall be paid as soon as possible following the employee's return to work.

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

Ave. weekly hrs worked (2007/01/01 – 2007/07/23) x \$1,000.00 = pro-rated payment

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

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

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

Whereas the 2010 Olympic and Paralympics Winter Games (the "Games") offer the City of Vancouver a unique opportunity to showcase the City, benefit from the construction of new facilities and the refurbishment of existing sites and enable its staff to participate in a truly once in a life-time winter sports celebration; and

Whereas the participation, cooperation and enthusiasm of CUPE Local 15 members will contribute greatly to the success of the events and help to ensure a memorable Olympic experience for all those attending the "Games" and other sponsored events; and

Whereas all parties recognize that the "Games" will necessitate that employees, in the spirit of the Olympics, work as part of a multifaceted team in demanding yet exciting circumstances for a short period of time for the single purpose of ensuring the success of the "Games";

The Employer and the Union agree that the following terms and conditions shall apply to all employees assigned to work at "Designated Facilities and Sites" during the period covered by the "Games" and may be applied to test events, practice sessions, other sponsored events, training or shut down of operations as necessitated by the "Games".

1. CUPE 15 Collective Agreement

The CUPE Local 15 Collective Agreement with the Employer shall apply except as temporarily varied through this Partnership Agreement.

2. Designated Facilities and Sites

- (a) The Employer shall set the hours of operation and designate the facilities and practice facilities and other sites (the "Designated Facilities and Sites") to be used in preparation for and in conjunction with the 2010 Olympic and Paralympic Winter Games and other sponsored events and celebrations.
- (b) It is recognized that "Designated Facilities and Sites" may include some or all of the grounds, parking and adjoining sites and structures around or near a building and may also include open space locations or plazas (including parking areas) designated for use as part of the "Games" and any associated events and celebrations. It is also understood that a "Designated Facility and Site" may include only a portion of a building or site.
- (c) VANOC will have exclusive use of "Designated Facilities and Sites" as assigned by the Employer during the period of the "Games" from 2009 November 01 through to 2010 April 09, both dates inclusive. "Designated Facilities and Sites" may also be used exclusively by VANOC or the Employer or designated for purposes such as training, test events, practice sessions and other sponsored events and celebrations leading up to, during and as part of the shut down process following conduct of the

“Games. (For the purposes of this Partnership Agreement all of the above constitutes the “Exclusive Use Period”.)

3. Employees Working at the Facilities and Practice Facilities

- (a) Regular Full-Time, Temporary Full-Time and Regular Part-Time Employees who are normally assigned to work at the “Designated Facilities and Sites” shall suffer no loss of regular pay as a result of this Partnership Agreement. With respect to Temporary Full-Time Employees, this paragraph shall not be interpreted to require the Employer to extend the term of any temporary assignment or prevent the Employer from curtailing the assignment as per Clause 1(b) of the Collective Agreement.**
- (b) The Employer shall designate the positions and assign the employees that will work at the “Designated Facilities and Sites” during the periods that VANOC has exclusive use. The Employer shall advise the Union in writing of the positions required within a reasonable time after the Employer makes that determination.**
- (c) Regular Full-Time, Temporary Full-Time and Regular Part-Time Employees who are normally assigned to work at the “Designated Facilities and Sites” who do not wish to, are not able to or are not assigned to work at such “Designated Facilities and Sites” during the “Exclusive Use Period” shall be reassigned to other duties consistent with existing flexibility on hours of work available to the Employer under the applicable Collective Agreement with no loss of regular earnings providing there are no other reasons unrelated to VANOC’s use of the “Designated Facilities” that would otherwise affect their continued access to employment during these periods and providing that Temporary Full-Time Employees shall get no more rights than are currently available to them under the applicable Collective Agreement.**

Where such reassignment is not required by the Employer for operational reasons and the employee does not wish to be reassigned, the employee may utilize accrued vacation, overtime banks or take an approved unpaid leave of absence. In addition, the Employer agrees to discuss with the Union the possibility of employees utilizing blocks of Earned Days Off or other compressed days off in the same manner.

- (d) Subject to the conditions of this agreement, VANOC will give priority consideration to utilizing CUPE Local 15 members to perform work in the “Designated Facilities and Sites” that is usually performed by employees in the bargaining unit during the “Exclusive Use Period” and to perform work in those facilities and sites that is unique to the “Games” or new to the facilities.**

However, VANOC retains the ability to use non-Employer employees, non-bargaining unit employees, volunteers, contractors, or exempt staff of the

Employer to perform any work or direct or manage the work of employees at the “Designated Facilities and Sites” during the “Exclusive Use Period”.

- (e) **Additionally, the Employer will endeavour to reassign Auxiliary and/or Temporary Full-Time Employees who normally work at the “Designated Facilities and Sites” during the “Exclusive Use Period” to other available alternate work assignments in order to try to maintain employees’ anticipated hours of work. However, nothing in this provision shall require the Employer to maintain typical hours of work or create work to offset hours that might have been anticipated had the “Designated Facilities or Sites” not been made available to VANOC or used for an alternate purpose during the “Exclusive Use Period”. This provision shall not restrict any of the Employer’s existing rights to assign such work to other non-bargaining unit employees, exempt staff, contractors or volunteers.**
- (f) **The Employer shall have the right to transfer employees to or from the “Designated Facilities and Sites” and/or modify available hours at the “Designated Facilities and Sites” during the “Exclusive Use Period” in order to adjust staffing levels, meet operational or program requirements, facilitate alternate uses, provide back-up capability related to the “Games” and/or to enhance the opportunities for staff to participate in the work related to the Olympic experience.**
- (g) **VANOC and/or the Employer will ensure that employees selected to work within a “Designated Facility and Site” will receive the venue and job specific training/orientation in the required procedures and/or methods of operation.**
- (h) **The Employer will approach VANOC to explore the feasibility of allowing appropriate bargaining unit members the opportunity to observe or receive training/orientation from specialized personnel engaged in procedures/methods of operation that are not commonplace in public venues (a descriptive example is the skill of ice-making for curling, ice hockey, speed and/or figure skating). Such opportunities will be on a volunteer basis with no cost to VANOC or the Employer.**

4. Security Clearances

- (a) **All employees assigned to work during the period of the “Games” at “Designated Facilities and Sites” will be required to undergo and pass a security check conducted by the RCMP.**
- (b) **Employees assigned to work at test events, practice sessions, other sponsored events or celebrations, training or during shutdown operations at the “Designated Facilities and Sites” may be required to undergo and pass a security check conducted by the RCMP.**

- (c) **Employees who do not wish to undergo a required security check or who do not pass a security check will not be permitted to work, depending on the nature of the event and the security issues, at the “Designated Facilities and Sites” and will be reassigned as per 3(c) in the case of Regular Full-Time, Regular Part-Time and Temporary Full-Time Employees or 3(e) in the case of Auxiliary Employees.**
- (d) **With the consent of the employee, the Employer will provide the names of employees required to undergo the security check to VANOC who will forward the names to the RCMP. The RCMP will advise VANOC of the results of the security check (on the basis of a pass or a fail only). VANOC will advise the Employer of the names of the employees who have passed the security check. No further information regarding the security checks will be provided to the Employer by VANOC or by the RCMP.**
- (e) **There shall be no charges or fees to the employees with respect to the security checks.**

5. Working Conditions

- (a) **During the “Exclusive Use Period”, the Hours of Work for all employees assigned to work at the “Designated Facilities and Sites” shall be in accordance with the applicable Collective Agreement except that employees may be required to work up to eight (8) hours on a shift or forty (40) hours in a week at straight-time hourly rates. Overtime rates shall be on the basis of time and one-half (1.5x) the assigned rate for the first two (2) hours worked in excess of an eight (8) hour shift. Overtime worked in excess of the first two (2) hours following an eight (8) hour shift or in excess of forty (40) straight-time hours in a week shall be paid at double (2.0x) the hourly rate. Employees shall not be required to work in excess of twelve (12) hours on a shift or in excess of sixty (60) hours in a week.**

Due to the nature of the “Games” and the extended hours of operation, the normal work week during the “Exclusive Use Period” shall be any five (5) days with two (2) consecutive days off in each week. The scheduled shift days and start and stop times for shifts may be varied to address the exigencies of the “Games” providing there is a minimum of eight (8) hours between assigned shifts or shifts extended due to overtime.

- (b) **Rest periods shall consist of two (2) ten (10) minute paid rest periods incorporated as part of the assigned shift with an unpaid thirty (30) minute meal break which may be extended for up to an additional thirty (30) minutes if scheduling permits.**
- (c) **Shift premiums shall apply to all employees assigned to work at “Designated Facilities and Sites” during the “Exclusive Use Period” and shall be effective for any straight-time hours actually worked outside the period from 7:00 a.m. – 7:00 p.m., provided that where the majority of an**

employee's straight-time hours actually worked fall outside the period described above, the shift premium shall apply to the entire shift.

- (d) Nothing in this provision shall be interpreted to provide an entitlement to CUPE Local 15 employees for available overtime and/or to prohibit the use of non-Employer employees, non-bargaining unit employees, volunteers, contractors or exempt staff to perform work in the "Designated Facilities and Sites" on an overtime basis.

6. Hourly Rates

- (a) Regular Full-Time, Temporary Full-Time and Regular Part-Time Employees assigned to work at "Designated Facilities and Sites" during the "Exclusive Use Period" shall maintain their normal classified hourly rate of pay during such assignments but shall be subject to the hours of work and overtime provisions in item #5 above.
- (b) Auxiliary Employees assigned to work at "Designated Facilities and Sites" during the "Exclusive Use Period" shall be paid an hourly rate equivalent to Pay Grade 13, Step 5 regardless of the work assigned for all hours worked unless assigned to work in a higher rated classification recognized under the applicable Collective Agreement. If assigned to a higher rated classification, the employee shall be paid at the next highest step in the range that provides for a minimum one pay grade (approximately 4.25%) increase provided this does not exceed the top step in the salary range.

7. Uniforms

- (a) Employees assigned to work at the "Designated Facilities and Sites" during the "Exclusive Use Period" or at other sponsored events may be required to wear VANOC-issued uniforms.
- (b) Employees required to wear VANOC-issued uniforms shall receive a one-time payment of fifty dollars (\$50.00) to cover the cost of cleaning and maintaining the uniforms.
- (c) Employees may wear a discrete CUPE Local 15 pin, provided VANOC agrees.

8. Direction of Employees

The Employer shall assign at least one excluded employee of the Employer to be in attendance 'on-site' at each "Designated Facilities and Sites" for the duration of the "Exclusive Use Period". That excluded employee shall be authorized to provide direction to the Employer's employees in accordance with the Collective Agreement or as temporarily varied by this Partnership Agreement, but employees are also expected to take direction from any authorized representative

of VANOC so designated as responsible for the area of operations within which the employee is assigned.

Employees may be assigned tasks that are outside of their normal duties or expertise, provided the employee has received any necessary training associated with that task. If the employee is concerned, any such task should be reviewed with the Employer's excluded employee.

9. Consultation

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

10. Dispute Resolution

- (a) In the event of a dispute arising out of the application of this Partnership Agreement or the Collective Agreement during the "Exclusive Use Period" at "Designated Facilities and Sites", for employees assigned to "Designated Facilities and Sites" only, either party shall put the issue, in writing to, in the case of the Union having a dispute, the Employer's Designate, or in the case of the Employer having a dispute, the Union's Designate.
- (b) The parties will meet immediately upon receipt of written communication identifying the matter in dispute.
- (c) In the event the matter is not resolved within twenty-four (24) hours of the meeting in (b) above, the dispute shall be referred to a mutually agreed to third party as single mediator/arbitrator with a view to having a hearing and verbal decision rendered within the next 24-hour period.
- (d) The parties shall meet within sixty (60) calendar days of the finalization of a 2007 Collective Agreement to establish a list of mutually agreed-to mediators/arbitrators.
- (e) The mediator/arbitrator will be requested to meet with the Employer and the Union as soon as possible to resolve the dispute. The parties agree to make themselves available on weekends and after normal working hours.
- (f) The mediator/arbitrator will conduct a hearing and make inquiries into the details of the dispute, and will attempt to obtain a consensus to resolve the matter by way of Consent Order. Failing a consensus, the mediator/arbitrator will make a final and binding decision.
- (g) The mediator/arbitrator will give a verbal decision upon conclusion of the hearing, with a written decision to follow within ten (10) calendar days.

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

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

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

12. Term Of Partnership Agreement

This Partnership Agreement is effective from the date of finalization of a 2007 Collective Agreement and shall continue in full force and effect until and including April 9, 2009 or the conclusion of the shut down period immediately following conclusion of the “Games”, whichever is later.

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

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

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

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

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

3. EFFECTIVE DATES

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

4. EFFECTIVE DATES OF GENERAL WAGE INCREASES

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

5. TRADES ADJUSTMENTS (CITY AND PARKS)

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

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

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

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

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

6. COMPRESSED WORK WEEK (CITY AND PARKS)

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

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

(A) Parks

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

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

(B) Sanitation Operations Branch

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

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

- Four days of collections in each of garbage, yard waste, and recycling each week;
- Seven day operations in litter collection, and street cleaning on dayshifts and afternoons;
- Seven day operations on graveyards in accordance with existing pilot compressed work schedule;
- Choice and/or assignment to shifts based on length of service, and qualifications needed on each shift, with the choice of shifts from the top down, and assignment to shifts from the bottom up;
- The number of employees on each shift schedule at the discretion of the Employer based on operational requirements;

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

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

(C) Equipment Services Branch

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

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

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

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

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

7. EXTENDED HEALTH PLAN (CITY AND PARKS)

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

- increase the eye exam coverage from "\$75.00 per person per twenty-four (24) month period" to "\$100.00 per person per twenty-four (24) month period"; and
- increase the vision care option from "\$350.00 per person per twenty-four (24) month period" to "\$450.00 per person per twenty-four (24) month period, including coverage for laser eye surgery".

8. WHISTLEBLOWER (CITY AND PARKS)

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

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

9. SHIFT PREMIUM (CITY AND PARKS)

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

10. DIRTY PAY (CITY AND PARKS)

(A) City

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

- (a) increasing the premium in each of these Clauses from “sixty-five cents (65¢) per hour” to “one dollar (\$1.00) per hour”; and
- (b) adding the following new sentence: “When the premium is applicable, it shall be paid for a minimum of two (2) hours.”

(B) Parks

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

- (a) increasing the premium from “sixty-five cents (65¢) per hour” to “one dollar (\$1.00) per hour”; and
- (b) adding the following new sentence: “When this premium is applicable, it shall be paid for a minimum of two (2) hours.”

11. VACATIONS (CITY AND PARKS)

Clause 10.1 will be amended by:

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

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

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

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

12. DEFERRED VACATION (CITY AND PARKS)

Clause 10.1(e) will be amended by:

- replacing the words “entitled to annual vacation of twenty (20) working days” with the words “entitled to annual vacation of twenty-five (25) working days”;
- replacing the words “shall take at least fifteen (15) working days” with the words “shall take at least twenty (20) working days”;
- replacing the words “in excess of fifteen (15) working days” with the words “in excess of twenty (20) working days”; and

- adding a new paragraph that reads as follows:

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

13.PERSONNEL RECORDS (CITY AND PARKS)

The following new paragraph will be added to Clause 16.6:

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

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

14. GRIEVANCE PROCEDURE (CITY AND PARKS)

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

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

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

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

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

15. CEMETERY COMMITTEE (CITY AND PARKS)

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

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

16. WorkSafeBC MAKE-UP (CITY AND PARKS)

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

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

17. OVERTIME SHIFT ASSIGNMENTS (CITY)

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

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

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

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

19. RETURN TO WORK ARRANGEMENTS (CITY AND PARKS)

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

- (a) Regular Full-Time, Temporary Full-Time and Regular Part-Time Employees are expected to return to work in accordance with work requirements and the seniority provisions in the collective agreement. Employees not returning to work within 10 calendar days shall be deemed to have resigned unless they have valid reasons for not being able to return and they have made arrangements with the Employer for an acceptable return date. Auxiliary Employees will confirm their return to work schedules by contacting their supervisor.**
- (b) All employees who return to work shall suffer no loss of seniority. Entitlements to Vacation Leave in 2007, Supplementary Vacation, Sick Leave and Gratuity Leave and trigger dates for vacation increases and salary increments shall not be affected by the work stoppage.**
- (c) Any employee may cash out up to 10 days of current or banked leave entitlements. This is a one time option for employees to be exercised prior to the end of business on November 30, 2007.**
- (d) The time absent due to the work stoppage is not pensionable service.**
- (e) The Employer agrees that employees will not be subject to discriminatory, disciplinary or reprisal action for legal strike activity during the work stoppage. The Union agrees not to take any reprisal action against employees due to their actions or non-participation in strike activity and not to engage in any harassment or discrimination against exempt employees who performed the work of bargaining unit members during the strike.**
- (f) All applications/complaints/proceedings before the Labour Relations Board shall be withdrawn.**
- (g) Time limits for grievances shall be extended by the length of the work stoppage.**
- (h) The remaining balance of any probationary period which was being served at the time the work stoppage commenced shall be served commencing the date the employee returns to work.**
- (i) The Employer agrees that any posted vacancy, where the posting period expired during the period of the work stoppage, will be reposted in accordance with the collective agreement or extended, following the employees' return to work.**
- (j) As soon as possible following ratification of the Recommendations For Settlement, a lump sum payment of \$1,000.00 (pro-rated, where applicable, based upon an employee's average weekly hours from January 1, 2007 to July 20, 2007) shall be paid to each Regular Full-time, Temporary Full-Time and Regular Part-time Employee who returns to work in accordance with paragraph(a) of these**

Return To Work Arrangements and continues to be actively at work for a minimum of one (1) complete pay period following their return to work.

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

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

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

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

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

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

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

1. CUPE 1004 Collective Agreement

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

2. Schedule B Provisions - City

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

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

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

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

“Afternoon Shift – Monday through Sunday

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

Night Shift – Monday through Sunday

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

Day Shift – Saturday and Sunday

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

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

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

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

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

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

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

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

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

4. Designated Facilities and Sites (City and Parks)

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

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

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

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

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

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

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

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

Regular Full-Time and Regular Part-Time Employees assigned to Games related work shall maintain their normal classified hourly rate of pay during such assignments unless assigned by the Employer to work in a higher rated classification recognized

under the applicable collective agreement. If assigned to a higher rated classification, the employee shall be paid accordingly.

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

6. Uniforms (City and Parks)

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

7. Consultation (City and Parks)

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

8. Dispute Resolution (City and Parks)

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

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

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

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

10. Term of Partnership Agreement

This Partnership Agreement is effective from the date of finalization of the 2007 Collective Agreement and shall continue in full force and effect until and including April 9, 2009 or the conclusion of the shut down period immediately following conclusion of the Games, whichever is later.

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

1. MATTERS AGREED TO BY THE LIBRARY AND CUPE LOCAL 391 BEFORE OCTOBER 1, 2007

All matters agreed to by the Library and CUPE Local 391 before October 1, 2007 will be incorporated unchanged into the renewal collective agreement. Any disagreements in this regard will be referred to Brian Foley for a binding decision.

2. MATTERS RAISED BY THE LIBRARY OR CUPE LOCAL 391 DURING COLLECTIVE BARGAINING AND/OR MEDIATION BUT NOT INCLUDED IN THESE RECOMMENDATIONS FOR SETTLEMENT

Any matters raised by the Library or CUPE Local 391 during collective bargaining and/or the mediation process that are not included in these Recommendations For Settlement are considered withdrawn.

3. EFFECTIVE DATES

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

4. EFFECTIVE DATES OF GENERAL WAGE INCREASES

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

5. LAYOFFS DUE TO CONTRACTING OUT OF WORK PERFORMED BY CUPE 391 MEMBERS

The following Letter of Understanding entitled "Layoffs Due to Contracting Out" will be incorporated into the collective agreement:

"The Employer agrees that any proposal for contracting out of any work currently performed by members of CUPE Local 391 that may result in the layoff of members of the CUPE Local 391 workforce will be communicated to the Union no less than six (6) calendar months before the date on which the Employer intends to contract out the work.

Once such contracting out notice is given to the Union, the Employer and the Union will meet, in good faith, to discuss and consider the following:

- Alternatives to the proposed contracting out;
- Priority placement of the affected employees;
- Retraining, job search and outplacement support for the affected employees;
- Severance Provisions (including early retirement options). If the Employer and the Union cannot agree to the severance provisions, the matter will be referred to Brian Foley, or another mutually agreeable arbitrator, for a binding decision.

The Employer and the Union agree that the process described above will satisfy the requirements of Section 54 of the Labour Relations Code.”

6. WORK SCHEDULING – AUXILIARY AND PART-TIME EMPLOYEES

A new Letter of Understanding entitled “Work Scheduling – Auxiliary And Part-Time Employees” will be incorporated into the collective agreement. This Letter of Understanding will read as follows:

“A Joint Committee will be established, consisting of not more than three (3) representatives from the Employer and the Union, to review and to discuss issues around access to and scheduling of part-time and auxiliary hours. The Committee shall commence its discussions within one (1) month following a request from the Union. The Committee shall remain in place until June 30, 2008, but no later, by which time it shall report its findings and any recommendations to their respective principals. Where a recommendation is approved by the principals of both parties, such recommendation shall be implemented no later than prior to the next round of collective bargaining.”

7. EXTENDED HEALTH PLAN

Effective January 1, 2008, Clause 10.1.2 will be amended as follows:

- increase the eye exam coverage from “\$75.00 per person per twenty-four (24) month period” to “\$100.00 per person per twenty-four (24) month period”; and
- increase the vision care option from “\$300.00 per person per twenty-four (24) month period” to “\$450.00 per person per twenty-four (24) month period, including coverage for laser eye surgery”.

8. SHIFT DIFFERENTIAL

Clause 9.7 will be amended by deleting the words “except Librarians” and change “seventy-five cents (\$0.75)” to “eighty-five cents (\$0.85)”.

9. DEFERRED VACATION

Clause 11.1.8 will be amended by changing the words “over and above fifteen (15) working days” to “over and above twenty (20) working days”.

10. FAMILY ILLNESS – PART-TIME EMPLOYEES

Part-Time Employees eligible for the Sick Leave Plan shall also be eligible for the Family Illness provision; this shall be so referenced in Clause 14.1.2(a) 3.

11. GRATUITY PLAN – PART-TIME EMPLOYEES

Clause 14.1.2(a) 3 will be amended by changing the words “sick leave coverage on a prorated basis (including a proration of the maximum sick leave accumulation)” to “sick leave and gratuity plan on a prorated basis (including a proration of the maximum sick leave and gratuity plan accumulation)”.

12. SICK LEAVE ADVANCES

Clause 11.5.3 will be deleted from the collective agreement.

13. SUNDAY STAFFING

Clause 8.3.4 will be deleted from the collective agreement.

14. TEMPORARY POSITIONS

Clauses 8.4.3 and 8.4.4 will be amended by changing “six (6) months” to “nine (9) months”.

15. RECOGNITION AND SCOPE

Clause 1 of the collective agreement will be amended by adding “Librarian V – Public Service Managers, Librarian IV – Area Services Managers, and Librarian IV – Branch Heads (Champlain, Joe Fortes, Hastings, Kerrisdale and Britannia)”.

These classifications will be deleted from Schedule “A” in the collective agreement.

Should any of the current incumbents of these positions wish to remain in the bargaining unit, the position shall remain in the bargaining unit until such time as the incumbent vacates the position, at which time the position shall then be excluded from the bargaining unit.

16. NEW CLASSIFICATION OF PAGER/BOOKSHELVER

Effective January 1, 2008, a new classification of “Pager/Bookshelver” will be added to Schedule “A”. The description of that classification will be prepared by the Employer in accordance with the class specifications for such classifications in other Lower

Mainland libraries.

The hourly rates of pay for this classification on January 1, 2008, after the general wage increase on that date, will be as follows:

- \$14.10 and \$14.65 (2 Step System)

Eligibility for advancement from Step 1 to Step 2 will be based on the same number of hours currently applicable to steps for Pay Grades 9 to 14.

It is clearly understood that no current employees will be reclassified to this new classification of Pager/Bookshelver. Rather, the new classification will be phased in as new employees are hired and as current employees classified as Library Assistant 1 are promoted or cease their employment.

17. SPECIAL WAGE ADJUSTMENTS

(a) Effective January 1, 2008, the following classifications shall be increased by one pay grade:

- Administrative Assistant – Library – From 17 to 18
- Administrative Assistant – Youth Services and Programming – From 18 to 19
- Librarian I – From 21 to 22
- Librarian II – From 24 to 25
- Librarian III – From 26 to 27
- Librarian IV – From 28 to 29
- Librarian V – From 30 to 31
- Library Assistant IV (including Information Assistant)– From 15 to 16
- Library Assistant V– From 17 to 18
- Library Assistant VI – From 18 to 19
- Library Assistant VII – From 19 to 20
- Library Technician I – From 15 to 16
- Library Technician II – From 18 to 19
- Library Technician – Language Collection – From 17 to 18

(b)The following footnote will be added to the Wage Schedule:

“The Employer and the Union agree that, where a wage adjustment is made, it shall not be used as the basis for argument or as comparison criteria to alter the classification or value of any other classification”.

18. RETURN TO WORK ARRANGEMENTS

The following return to work arrangements will apply when these Recommendations For Settlement are accepted by the Employer and CUPE Local 391:

- (a) Regular, Part-Time and Temporary Employees are expected to return to work in accordance with operational requirements and the Employer's responsibility to reopen the Library in an efficient and safe manner. Generally, Employees will return to work for their next regularly scheduled shift; however, their start and finish times may be adjusted for up to three working days. Employees not returning to work within 10 calendar days shall be deemed to have resigned unless they have valid reasons for not being able to return and they have made arrangements with the Employer for an acceptable return date. Auxiliary Employees will confirm their return to work schedules by contacting the Human Resources Department.
- (b) All employees who return to work shall suffer no loss of seniority. Entitlements to Vacation Leave in 2007, Supplementary Vacation, Sick Leave and Gratuity Leave and trigger dates for vacation increases and salary increments shall not be affected by the work stoppage.
- (c) Any employee may cash out up to 10 days of current or banked leave entitlements. This is a one time option for employees to be exercised prior to the end of business on November 30, 2007.
- (d) The time absent due to the work stoppage is not pensionable service.
- (e) The Employer agrees that employees will not be subject to discriminatory, disciplinary or reprisal action for legal strike activity during the work stoppage. The Union agrees not to take any reprisal action against employees due to their actions or non-participation in strike activity and not to engage in any harassment or discrimination against exempt employees who performed the work of bargaining unit members during the strike.
- (f) All applications/complaints/proceedings before the Labour Relations Board shall be withdrawn.
- (g) Time limits for grievances shall be dealt with in accordance with the agreement in this matter reached between the Employer and the Union at the time of the commencement of the work stoppage.
- (h) The remaining balance of any probationary period or acting appointment which was being served at the time the work stoppage commenced shall be served commencing the date the employee returns to work.
- (i) The Employer agrees that any posted vacancy, where the posting period expired during the period of the work stoppage, will be reposted in accordance with the collective agreement or extended, following the employees' return to work.

- (j) As soon as possible following ratification of the Recommendations For Settlement, a lump sum payment of \$1,000.00 (pro-rated, where applicable, based upon an employee's average weekly hours from January 1, 2007 to July 26, 2007) shall be paid to each Regular Full-time, Temporary Full-Time and Regular Part-time Employee who returns to work in accordance with paragraph(a) of these Return To Work Arrangements and continues to be actively at work for a minimum of one (1) complete pay period following their return to work.

Auxiliary Employees shall qualify for a pro-rated return to work payment provided they have worked a minimum of 350 hours during the period from January 1, 2007 to July 26, 2007 and have returned to work by April 7, 2008. For Auxiliaries, the pro-rated return to work payment shall be paid as soon as possible following the employee's return to work.

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

$$\frac{\# \text{ Ave. weekly hrs worked (2007/01/01 - 2007/07/26)} \times \$1,000.00}{40} = \text{pro-rated payment}$$

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

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