

ITEMS PREVIOUSLY AGREED

between the

CITY OF VANCOUVER (COMMON EMPLOYER)
(includes City of Vancouver, Vancouver Park Board, Ray-Cam and Britannia)

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 15

1. **Term of Agreement** (all Employers)

The term of the new Collective Agreements shall be for five (5) years from 2007 January 01 to 2011 December 31, both dates inclusive. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

2. **General Increase** (all Employers)

- (a) Effective 2007 January 01, all hourly rates of pay which were in effect on 2006 December 31 shall be increased by three percent (3%). The new hourly rates shall be rounded to the nearest whole cent.
- (b) Effective 2008 January 01, all hourly rates of pay which were in effect on shall 2007 December 31 be increased by three percent (3%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2009 January 01, all hourly rates of pay which were in effect on 2008 December 31 shall be increased by three point five percent (3.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2010 (January 01 as recommended by Brian Foley), all hourly rates of pay which were in effect on 2009 December 31 shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.
- (e) Effective 2011 (January 01 as recommended by Brian Foley), all hourly rates of pay which were in effect on 2010 December 31 shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.

3. **Wage Adjustments** (City and Parks only)

The Employer and the Union agree that the following wage adjustments will be effective on (2008 July 01 as recommended by Brian Foley). All such adjustments will be on a step to step basis.

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<u>Classification</u>	<u>Current Pay Grade</u>	<u>2008 July 01 Pay Grade</u>
Accountant II	26	27
Applications Systems Specialist	26	27
Computer Programmer/Analyst	26	27
District Building Inspector	26	27
District Plumbing and Gas Inspector	26	27
Plumbing Inspector II	27	28
Supervisor – IT Group	27	28
Technical Supervisor – Engineering	27	28
Accountant III	28	29
Budget Analyst II	28	29
Corporate Information Analyst	28	29
Enquiry Centre Coordinator	28	29
Facility Development Coordinator I	28	29
Landscape Architect	28	29
Park Board Planner I	28	29
Planner I	28	29
Policy Analyst	28	29
Project Facilitator I	28	29
Project Scoper	28	29
Property Negotiator II	28	29
Quality Control Coordinator	28	29
Social Planner I	28	29
Supervisor Inspection Branch	28	29
Computer Programmer III	30	31
Facility Development Coordinator	30	31
Facility Development Coordinator II	30	31
Heritage Planner	30	31
Planner – Park Board	30	31
Planner II	30	31
Project Facilitator II	30	31
Property Development Officer	30	31
Social Planner II	30	31
Technical Specialist	30	31
Senior Technical Specialist	31	34*
Supervisor Property Negotiation	32	34*
Planner III	33	34*
Senior Heritage Planner	33	34*
Senior Housing Officer	33	34*
Senior Property Development Officer	33	34*
Social Planner III	33	34*
Urban Designer	33	34*

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*Pay Grade 34 is \$40.66 - \$42.39 - \$44.23 - \$46.14 - \$48.10 (2006 April 01 rates).

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. (Brian Foley recommended the inclusion of this sentence.)

4. **Overtime and Callout - Cost Recovery** (all Employers)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the following new provision to Clause 8:

“Cost Recovery

Where an employee works overtime and/or is called out to deal with situations where the Employer is able to recover the overtime and/or callout costs from the Provincial Emergency Program, the Employer shall have the option of paying the employee for such overtime and/or callout, or granting the employee compensating time off in lieu of being paid for such overtime and/or callout.”

5. **Benefit Eligibility Periods** (all Employers)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to:

- (a) amend Clause 10.2(a) (Medical) by replacing the words “Employees who have completed six months’ continuous service shall be” with “Effective the first day of the month following the date of hire, employees shall be”;
- (b) amend Clause 10.2(b) (Extended Health) by replacing the words “Employees who have completed six months’ continuous service shall be” with “Effective the first day of the month following the date of hire, employees shall be”;
- (c) amend Clause 10.3(a) (Group Life) by replacing the words “Employees who have completed six months’ continuous service shall be” with “Effective the first day of the month following the date of hire, employees shall be”;
- (d) amend Clause 10.4 (Dental) by replacing the words “who have completed six (6) months of continuous service” with “, effective the first day of the month following the date of hire,”.

Note: The parties acknowledge that the above reduced eligibility periods will apply to Regular Part-Time Employees by virtue of Schedule “C” B.10(a)(2).

6. **Shift Premium** (all Employers)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 5.2 by replacing the phrase “75¢ per hour” with “eighty-five cents (85¢) per hour”.

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7. **Family Illness** (All Employers)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 10.6 C by changing the words “two (2) accumulated sick leave days” to “three (3) accumulated sick leave days”.

8. **Maternity Leave – Pension Service** (all Employers)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 10.9(e) (2) to read as follows:

“Pension contributions will cease during the period of the leave. Upon returning to work, the employee may purchase service for the period of the leave pursuant to the Municipal Pension Plan Rules.”

9. **Traffic Paint Shop – Hours of Work** (City only)

The Employer and the Union agree to relocate and update the Traffic Paint Shop hours of work from Schedule “E”, item 2.1 to Clause 11.1 B as an item (3) to read as follows:

“Traffic Operations (former Traffic Paint Shop)

Employees working in Traffic Operations (former Traffic Paint Shop) may work on shifts that start at 11:30 p.m. between April 01 and October 31, both dates inclusive.”

10. **Change of Jurisdiction** (all Employers)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 11.2(g) (for Ray-Cam and Britannia this appears in Schedule “E”, Appendix “A”) to read as follows (this only applies to paragraph (2) in the Parks Agreement):

“All employees who are successful in any competition shall receive full credit for their length of service within the City of Vancouver, Park Board, Britannia Community Services Society, and Ray-Cam Cooperative Association for purposes of determining seniority, salary step placement, annual vacation entitlement, sick leave benefits, and other benefits affected by length of service.”

11. **Personnel Records** (all Employers)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 11.9 by adding the word “personnel” before the word “file” wherever it appears in paragraph (b).

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12. **Grievance Procedure – Suspension or Dismissal** (City and Parks only)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 15.3 to read as follows:

“When an employee is suspended, the Union Representative may file a grievance directly at Step 1, bypassing the Meeting with the Supervisor. When an employee is dismissed, the Union Representative may file a grievance directly at Step 2, bypassing the Meeting with the Supervisor and Step 1. In both situations, the Union Representative shall file the grievance within fourteen (14) calendar days of the date the employee is notified of the suspension or dismissal.”

13. **Schedule “A” – Footnote (r)** (City only)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Footnote (r) by deleting the words “Boiler Operator’s OR”. All employees currently receiving the Boiler Operator’s Certificate premium will continue to do so for as long they remain in their current position.

14. **First Aid Premium** (all Employers)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Footnote (v) in Schedule “A” by:

- (a) increasing the OFA Level II premium from “\$85 per month” to “\$125 per month” and from “55¢ per hour” to “80¢ per hour”;
- (b) increasing the OFA Level III premium from “\$100 per month” to “\$145 per month” and from “65¢ per hour” to “95¢ per hour”; and
- (c) replacing the words “The Employer will pay course fees for the OFA Level II and/or III course for employees who are required to have such certification.” with “The Employer will pay course fees, including recertification course fees, for the OFA Level II and/or III courses for employees who are required to have such certification.”

15. **Schedule “A” – Booking Coordinator – Weekly Hours** (City only)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the standard hours of work of the Clerk VI position working as the Booking Coordinator in CSG to an 8 hour day/40 hour week and to reference such hours of work with the following Footnote in Schedule “A” applicable to the Clerk VI classification: “() Clerk VI positions working as Booking Coordinator in CSG work a 40-hour week.”

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16. **Partnership Agreement - 2010 Olympics** (all Employers)

(This cross-reference to the Partnership Agreement is not needed as it is addressed in Brian Foley's recommendations.)

17. **Telecommuting** (All Employers as recommended by Brian Foley)

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree that the Schedule "B" attached to this Memorandum of Agreement shall form part of the new Collective Agreement.

18. **Housekeeping**

Effective 2007 January 01, all housekeeping items which have been, or shall be, mutually agreed to between the parties prior to or during the drafting of the new Collective Agreement, shall be included in the new Collective Agreement. Such items include:

- (a) delete expired effective dates and related transitional wording (all Employers);
- (b) update names of classes in Clause 5.2 - Shift Premium to be consistent with Schedule "A" (City and Parks only);
- (c) update Clause 10.13 - *Pension (Municipal) Act* to reflect name changes (all Employers);
- (d) delete paragraph (6) regarding positions being open to male and female applicants in Clause 11.2(f) (all Employer);
- (e) update the wage schedules to reflect changes in effect at the time the new Agreements are drafted (all Employers);
- (f) add the notation "(nc)" to the following classes: Computer Programmer 1, 2 and 3, Computer Programmer/Analyst, Network Support Specialist 1 and 2, and Technical Specialist. This is an oversight from item 5 of the 2000 Memorandum of Agreement (City and Parks only);
- (g) add the following statement to the end of item B. 10(a)(1) in Part B of Schedule "C": "(A Regular Part-Time Employee may, upon request, be granted leave of absence without pay for vacation purposes with scheduling subject to operational requirements.)" (all Employers);
- (h) amend Schedule "C" to specify that all of Clauses 11.2(c) and (f) are applicable to Regular Part-Time Employees; this is consistent with changes made to Clauses 11.2(a) and (c)(2) in the 2003-2006 settlement (City and Parks only);
- (i) delete Schedule "E", item 5.1, Telecommuting – Joint Committee, item 6.3, Joint Classification Appeal Committee and item 6.4, Joint Committee – Reclassification of Positions and Classification of New Positions (all Employers);

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- (j) amend Schedule “H” to reflect the agreement made during the term by adding the following sentence to paragraph 1 (City and Parks only):

“A Temporary Full-Time Employee who has qualified for EDO, leaves employment and returns within three (3) months, shall be placed back on EDO immediately.”

- (k) any other housekeeping changes that are mutually agreed to during the drafting of the new Collective Agreement (all Employers).

19. **Drafting of New Collective Agreement** (all Employers)

The Employer and the Union agree that in all instances where an amendment to the Collective Agreement is effective on the date of ratification of this Memorandum of Agreement, then for the purposes of preparing the new Collective Agreement, the amended or new provision only shall appear in the new Collective Agreement together with a sentence referencing its effective date.

20. **Ratification** (all Employers)

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than thirty (30) calendar days from the date on which the Memorandum of Agreement is signed.

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This is the Schedule “B” referred to in item #17.

SCHEDULE “B”

LETTER OF UNDERSTANDING

TELECOMMUTING

The Employer and the Union agree that where a Regular Full-Time, Temporary Full-Time or Regular Part-Time Employee wishes to telecommute, such arrangement may be mutually agreed upon subject to the following terms and conditions PROVIDED HOWEVER that nothing in this Letter of Understanding (“LOU”) 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

Telecommuting is defined as engaging in recurring, scheduled work during regular working hours that is done from a remote location other than an Employer worksite (the “Remote Location”), authorized and approved by the Employer, connecting to a regular designated Employer worksite, also authorized and approved by the Employer.

Any agreement entered into pursuant to this LOU shall be reached on the understanding that the arrangement is without precedent or prejudice to any position that the Employer or the Union may take in future cases involving similar or identical matters and/or circumstances, and that the terms and conditions of this LOU will apply.

While performing work at the Remote Location, the employee will continue to be considered a City of Vancouver employee, and will remain under the direction of his or her supervisor and will be required to perform his or her duties in a manner consistent with all Employer policies and guidelines.

The terms and conditions of the City of Vancouver and CUPE Local 15 Collective Agreement will be in full force and effect on those days where the employee is telecommuting.

2. Procedure

(a) An employee shall apply in writing to the General Manager of his or her Business Unit or that person’s designate, indicating the reason for the request, the length of the proposed arrangement and the hours and days of the week the employee wishes to telecommute. A copy of this request shall be forwarded to the General Manager of Human Resources and the Union.

(b) Where an employee's request is approved by the General Manager of the Business Unit and the Union and results in an acceptable telecommuting

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SCHEDULE “B” (cont'd)

arrangement, the General Manager of Human Resources shall provide the employee with a letter covering the terms and conditions of the telecommuting arrangement signed by the Employer and Union.

- (c) Where an employee's request is denied, the Union may request a meeting with the General Manager of the employee's Business Unit and the General Manager of Human Resources to discuss the matter, provided however that it is understood that the Employer's refusal to approve a requested telecommuting arrangement shall not be grievable. This shall not, however, limit the Union's general ability to grieve matters related to discrimination as per Clauses 4 and 20 of the Collective Agreement.

3. Hours

Under normal circumstances, the regular daily and weekly hours of the position shall remain unchanged as a result of the telecommuting arrangement unless otherwise varied by the terms and conditions contained in the letter referred to in paragraph 2(b), above.

Scheduling and recording of time off including sick, EDO and vacation will be subject to the same rules and conditions as are currently in place and shall not occur only on days when the employee is scheduled to attend at an Employer worksite.

4. Provision of Equipment, Technology and Supplies

(a) The Employer shall provide:

- (i) the necessary computer software; and
- (ii) regular office stationery, materials and supplies required by the employee,

both of which shall remain the property of the Employer.

(b) The employee shall provide:

- (i) necessary computer equipment and peripheral devices to specifications approved by the Employer, including upgrades which may be required from time to time;
- (ii) a high speed internet connection;
- (iii) office furniture;
- (iv) one telephone line available at all times during working hours for business use;

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SCHEDULE “B” (cont'd)

- (v) all additional utility expenses.

all of which shall remain the property of the employee, with the exception of any Employer-supplied furniture or equipment.

5. Safety and Ergonomics

- (a) The Employer and a Union Staff Representative shall jointly inspect the Remote Location at a time that is mutually agreeable to all parties. The inspection will be conducted in order to confirm that the Remote Location is appropriate and that it meets with WCB requirements. It is agreed that the Remote Location must be deemed satisfactory in writing by both the Employer and the Union before the employee may perform his or her duties from the Remote Location. If substantial changes are made to the Remote Location, the employee shall notify the Employer and the Employer and the Union Staff Representative may schedule another inspection to determine ongoing appropriateness of the Remote Location and to require changes to the Remote Location if the telecommuting arrangement is to continue.
- (b) WorkSafeBC matters in the telecommuting situation shall be treated similarly to injuries occurring at the regular workplace.

6. Productivity

Quantity and quality of work performed shall be monitored by the employee's supervisor to ensure quantity and quality of the work is consistent with required work levels and that work is performed during agreed working hours, per the employee's work schedule as set forth in the letter referred to in paragraph 2(b), above. Workload and productivity level expectations for the employee will be reasonable and similar to that expected at the regular workplace.

It is understood that should the Employer's network be unavailable, or should the employee's Remote Location computer be unavailable for more than 15 minutes, preventing him or her from performing assigned duties, that he or she will contact the supervisor immediately so that alternate duties may be discussed and assigned.

The employee will come to the regular designated work site should unforeseen problems prevent him or her from working at the Remote Location on the designated days, or should the Employer request the employee to attend a regular worksite. In the event the employee must attend at the regular worksite for any reason on a day scheduled for telecommuting, the Employer shall not reimburse any transportation expenses.

7. Dependent Care

Employees who telecommute and who are responsible for dependents or others shall have other care available such as a spouse, relative or neighbour who can provide care during working hours.

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SCHEDULE “B” (cont'd)

8. Security and Confidentiality

The employee's Remote Location computer and all necessary application and communication software must meet all Employer standards for remote access.

All Employer documents and information shall be kept in a manner that is safe, secure and confidential.

9. Term of Telecommuting Arrangement

It is understood that the employee's telecommuting shall be considered to be a temporary work arrangement for a period as set forth in the letter referred to in paragraph 2(b), above, with the possibility of an extension.

Either party may terminate the telecommuting arrangement by providing 10 days' written notice.

10. Term of Letter of Understanding

Either party may terminate this Letter of Understanding by providing at least thirty (30) calendar days' written notice to the other party. Notwithstanding such cancellation, all Telecommuting arrangements in effect at the time of cancellation shall continue under the individual terms agreed upon.

Signed this ____ day of _____, 2007.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:

