

JUL 28 2004

RECEIVED

Letter of Agreement

Between: Ray-Cam Cooperative Association (The Employer)

And: The Canadian Union of Public Employees, Local 15 (The Union)

Re: Policy Grievance -- Excluded Applicants

In an effort to resolve the above noted grievance, the Employer (the Ray-Cam Cooperative Association) and the Union (CUPE Local 15), agree on a without prejudice basis to the following terms and conditions, and on the understanding that this Agreement will not be used by either party in any further grievances, arbitration, or other hearings between the parties on any other issues:

1. The parties agree that where an Auxiliary or Temporary Full-time employee does not work at least one (1) shift within one (1) year from the last day of work that such employee will be considered a new employee, upon rehire, with respect to previously earned seniority or hours earned toward seniority, employee benefits, increments and/or salary .
2. The parties agree that where an Auxiliary or Temporary Full-time employee does not work at least one (1) shift within one (1) year from the last day worked, that such employee will be considered an outside applicant where they apply for a position with the Ray-Cam Cooperative Association per the Schedule F of the Ray-Cam Cooperative/CUPE Local 15 Collective Agreement.
3. The Union agrees that this Agreement hereby resolves the above noted grievance, that no further grievances will result and that this is full and final resolution of any/all outstanding matters related to this grievance.

Steve Souchard
On behalf of the Ray-Cam Cooperative Association

July 27, 2004
Date

Barnett
On behalf of CUPE Local 15

July 22, 2004
Date

OCT 30 2018

RECEIVED

**Letter of Understanding
Between
The City of Vancouver and Vancouver Board of Parks and Recreation
(the "Employer")
and
CUPE 15 (the "Union")**

RE: 2018-2019 LIVING WAGE EMPLOYER

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

WHEREAS:

- I. The *Living Wage for Families Campaign* ("LWFFC") is an organization that sets an hourly rate that an individual needs to earn to cover their family's basic expenses within their community (the "Living Wage"). The Living Wage varies by community and is adjusted annually.
- II. The LWFFC also seeks commitments from employers to pay the Living Wage and to become certified as Living Wage Employers.
- III. In 2017, the City of Vancouver and the Vancouver Board of Parks and Recreation committed to becoming certified as Living Wage Employers by the LWFFC. The Union supported this commitment by the Employer.
- IV. Effective November 1, 2018, Pay Grade 9, Step 1 of the Parties collective agreements is not compliant with the Living Wage in certain instances.
- V. The Parties would like to address this issue in a without prejudice and without precedent manner.

THEREFORE:


The Employer and the Union agree that the following terms and conditions represent the full and final resolution of all matters set out above:

1. The Parties agree that the Employer will pay employees entitled to Pay Grade 9, step 1 at a rate equivalent to Pay Grade 9, step 2 until such time as Pay Grade 9 step 1 is compliant with the Living Wage for Vancouver as defined by

LWFFC, the Living Wage rate is subject to a downward adjustment, or the Employer disengages from the *Living Wage for Families Campaign*, whichever occurs first.

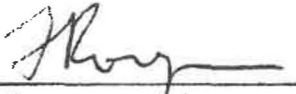
2. This Letter of Understanding will expire effective October 31, 2019.

The Employer and the Union agree that these terms represent the full and final resolution of all matters addressed in this Letter of Understanding. No new grievances or complaints of any kinds shall be filed concerning them, save and except to enforce the terms of this agreement.


Signature - Union

S. Sams
Name

OCT. 29, 2018
Date


Signature - Employer

Trish Rosengren
Name

Oct 29, 2018
Date



FAXED

HUMAN RESOURCE SERVICES
Employee Relations & Advisory Services

CUPE

LOCAL 15 - VMECW

May 22, 2007

MAY 25 2007

Mr. Keith Graham
CUPE Local 15
545 West 10th Ave.
Vancouver, BC
V5Z 1K9

RECEIVED

Dear Mr. Graham:

RE: May 11, 1990 Letter of Understanding - "Park Board and Community Association Staffing"

I am sending this letter to you further to a statement you made near the end of the bargaining session on May 16, 2007. In particular, you made a statement to the effect that the May 11, 1990 Letter of Understanding between the Parties, entitled "Park Board and Community Association Staffing" (the "Letter of Understanding") will be "ripped up" and will no longer exist after ratification of the new Collective Agreement between the Parties.

The purpose of this letter is to provide the Union with formal notification of the employer's position in response to your statement. It is the employer's position that the Union does not have the authority to unilaterally terminate the Letter of Understanding. Accordingly, it is the employer's further position that the Letter of Understanding will continue in full force and effect after the ratification of the new Collective Agreement, unless the employer and the Union mutually agree to either revise the terms of the Letter of Understanding or to terminate its application altogether.

I also want to provide you with a brief explanation of the employer's rationale with respect to this matter. It is my understanding that the Letter of Understanding was entered into in settlement of a policy grievance brought by the VMREU (the predecessor union to CUPE, Local 15) with respect to whether or not the Park Board should be deemed to be the employer of employees who were working for the Community Associations. Both Parties made commitments to each other as part of the settlement, and continued to conduct its respective affairs in accordance with these commitments throughout the last 17 years. In particular:

- i. The employer agreed to make the necessary arrangements with the various Community Associations for the Park Board to assume responsibility for those employees of the Association who, in practice, performed work which was virtually identical to that normally the responsibility of the Park Board. The obvious benefit to the Union of this arrangement is that these employees of the Association thereafter became employees of the employer and members of the Union.
- ii. The Union committed that it would not pursue a common employer declaration so long as the existing relationship between the Park Board and Community Associations continues and so long as the Associations do not expand their role as an employer to

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take over what have previously been Park Board functions and programs. The Union further committed that it would not pursue this issue with the Park Board through the grievance procedure, collective bargaining or through any other procedure or process which may be open to it.

As can be readily seen, the Union's commitment, as agreed to in the Letter of Understanding, would continue in full force and effect pending the occurrence of one of two specified events - either the existing relationship between the Park Board and Community Associations no longer continues, or the Associations expand their role as an employer to take over what had previously been Park Board functions and programs. It is the employer's position that neither of these two specified events have occurred, and accordingly the Union is precluded from unilaterally declaring that the Letter of Understanding will somehow end as of some specified date.

To summarize, it is the employer's position that the Letter of Understanding will continue in full force and effect (unless the Parties mutually agree otherwise) so long as neither of the two criteria set out in the Letter of Understanding are invoked. The potential termination of the Union's commitments in the Letter of Understanding is therefore event-driven - not time-driven with respect to the passage of any specified date unilaterally chosen by the Union.

Should you have any questions arising from this letter, please contact me at 604-873-7660.

Yours truly,



Andrew Naklicki, Manager
Employee Relations & Advisory Services

cc City Manager
Mike Zora, General Manager, Human Resource Services
Sue Mundick, General Manager, Parks & Recreation
Richard Scott, GVRD

LETTER OF UNDERSTANDING

PARK BOARD AND COMMUNITY ASSOCIATION STAFFING

Given that the Board of Parks and Recreation operates and staffs recreation facilities in which employees of the Community Center Associations also function and given that the Vancouver Municipal and Regional Employees' Union has raised a policy grievance with respect to whether or not the Park Board should be deemed to be the employer of employees currently working for the Community Associations, the City of Vancouver (as represented by the Board of Parks and Recreation) and the VMREU have agreed as follows:

1. That effective January 1, 1990, the Park Board will make the necessary arrangements with the various Community Associations for it to assume responsibility for those employees currently hired on the Association payrolls who, in practice, perform work virtually identical to that normally the responsibility of the Park Board. It being understood that nothing in this letter shall obligate the Park Board to assume responsibility as the employer for those employees hired and employed by the Associations as follows:
 - a) to perform work of the Associations which occurs outside the normal operating hours of the various Park Board facilities notwithstanding that in many cases this work may be very similar to that performed by Park Board employees,
 - b) to perform work not normally that of the Park Board, which arises directly as a result of Association rentals and for which the Associations receive the revenue generated,
 - c) to perform work related to Pre-school, After-school and Day Care programs sponsored and run by the Community Associations,
 - d) to perform work directly for the Community Associations such as but not limited to bookkeepers, secretaries, parking lot attendants and occasional instructional staff.
2. That the Vancouver Municipal and Regional Employees' Union recognizes that the Community Associations are separate and distinct employers and legitimately the employer of all other employees on the Associations' payrolls.
3. That the Vancouver Municipal and Regional Employees' Union confirms its commitment not to pursue a common employer declaration so long as the existing relationship between the Park Board and Community Associations continues and so long as the Associations do not expand their role as an employer to takeover what have previously been Park Board functions and programs, and

Letter of Understanding
Park Board and Community Association Staffing
Page 2

4. That the Vancouver Municipal and Regional Employees' Union confirms its further commitment not to pursue this issue with the Park Board through the grievance procedure, collective bargaining or through any other procedure or process which may be open to them PROVIDED HOWEVER that nothing in this letter of understanding shall limit the Union's right to seek to organize and become the bargaining representative of employees of the Community Associations.

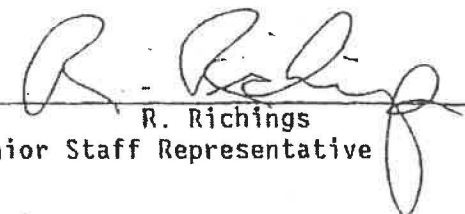
This agreement is made this 11th day of May, 1990 by the authorized representatives of the parties.

For the Employer


For the Union



A. Argent
Director of Recreation Services



R. Richings
Senior Staff Representative



M. Zora
Acting Director of Personnel Services

FLEXIBLE WORK ARRANGEMENT
CERTAIN RECREATION CLASSES
VANCOUVER PARK BOARD

LETTER OF UNDERSTANDING

The Collective agreement between the Vancouver Park Board and CUPE Local 15 contains a Schedule "G" which provides a certain flexibility with respect to the Hours of Work for certain Recreation classes working in Community Centres. Most Community Centres operate seven (7) days each week from early morning to late evening. In 2000 Bargaining the parties further agreed that employees covered by the Park Board Flexible Work Arrangement Letter of Understanding will be entitled to configure their flexible work schedules through mutual agreement with their Supervisor, to achieve at least the same number of days off per year (14) as provided by EDO.

This Letter of Understanding extends the provisions of that Schedule "G" and applies to full-time employees in the following Recreation Classes: Community Recreation Coordinator I, II; Recreation Programmer I, II; Fitness Programmer I; Recreation Facility Clerk; Aquatic Specialist; Community Youth Worker; Recreation Services Coordinator and, Recreation Software Analyst. [Note that the classifications of Cashier, including Head Cashier, and Swimming Instructor Attendant have been removed from and the positions of Community Youth Worker and Aquatic Specialist have been added to this Letter of Understanding].

1. The Hours of Work for the above-named classes shall total 140 hours over two (2) biweekly pay periods. Incumbents will be scheduled for a minimum period of four (4) hours per day and a maximum period of eleven (11) hours per day, with two consecutive days of rest in each week.
2. The schedules of work will be developed for most of the year over two (2) pay periods by the incumbents, and submitted to their supervisors prior to each period for approval. For pay periods 25, 26, 1 and 2, the schedule for work and time off may be developed to permit up to 3 days off during Christmas and New Year .
3. For the purpose of Clause 9.3 of the Collective Agreement between the Parks Board and CUPE 15, employees will be entitled to seventy-seven (77) hours in lieu of Statutory Holidays in each calendar Year. In those weeks during which a Statutory Holiday occurs, the hours that would have been worked on that date shall be considered to be seven (7).
4. For the purpose of Clause 8.1 of the Collective Agreement between the Parks Board and CUPE 15, normal working hours shall be the 140 hours scheduled over a 4 week period. Overtime premiums will apply after the greater of seven (7) or the regular scheduled hours for a day (i.e. if nine (9) hours scheduled, overtime would apply for time worked greater than nine (9) or after one hundred and forty (140) in a 4 week period.

5. For the purpose of Clause 9.1 and 9.2 of the Collective Agreement, annual vacation entitlement shall be expressed in terms of "working hours" rather than "working days", with an entitlement of one "working day" under the Agreement equaling 7 "working hours".
6. For the purpose of Clause 10.6A all hours absent as a result of sickness on a day an individual was scheduled to work shall be reported as sick leave (i.e. if an individual is scheduled for eleven (11) hours, 11 hours will be deducted from the sick credits; if scheduled to work for four (4) hours, 4 hours will be deducted).
7. For the purpose of Clause 10.6B, the maximum accumulation of gratuity days that may be earned continues to be twenty one (21) hours, with all hours absent as a result of illness in a year reducing that possible maximum.
8. An employee shall not receive pay for acting in a higher rated capacity where the employee is temporarily required to accept the responsibilities and carry out the duties of a higher rated position because of the flexible work schedule. There is nothing in this clause that is intended to require individuals to regularly perform work of a higher rated classification.
9. Where difficulties arise with respect to scheduling, these shall be referred to the appropriate Recreation Supervisor or District Recreation Manager for resolution. An employee may request the assistance of a shop steward.

Dated at Vancouver, B.C. , this 7th day of Feb 2002

City of Vancouver on behalf of
Vancouver Park Board

M. Zma

CUPE Local 15

R. Richy



HUMAN RESOURCE SERVICES
Employee Relations & Advisory Services

November 21st, 2008

Mr. Graeme Moore
Staff Representative
CUPE Local 15
545 West 10th Avenue
Vancouver, B. C. V5Z 1K9

LOCAL 15
REC'D

NOV 24 2008

RECEIVED


Dear Graeme:

Re: Policy Grievance #08-0003 - Shift Premium

Attached please find the Letter of Agreement (LOA) that would we put forward (and following our many discussions) in an effort to resolve this grievance.

I trust that you will confirm (in writing) and by way of signature that this Agreement hereby resolves the Union's grievance.

Sincerely,


Debbie Craig
Manager of LR

debbie.craig@vancouver.ca
Phone: 604.871.6897
Fax: 604.873.7696

cc: Grievance File

F:\Grievances\CUPE15PolShiftPremiumResolved.doc

Letter of Agreement

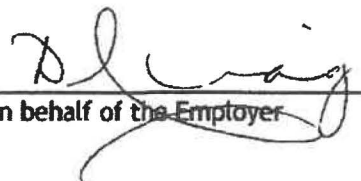
Between: City of Vancouver and the Board of Parks & Recreations
(The Employer)

And: The Canadian Union of Public Employees, Local 15 (The Union)

Re: Policy Grievance #08-003 (Shift Premium - Article 5.2)

The parties agree to resolve the aforementioned grievance without prejudice per the following terms and conditions:

1. The Employer undertakes to continue to pay shift premium to Parking Enforcement and Animal Control Officers in the manner in which the Employer has paid shift premium to these employees up to and including Monday, December 1st, 2008.
2. The Employer agrees not to seek recovery of funds (directly or indirectly) paid to Parking Enforcement or Animal Control Officers that in the Employer's view have been in excess of the shift premium entitlements provided by way of Article 5.2. Specifically, the Employer will not seek to be reimbursed payments made to staff where they were not working more than one hour outside of the standard hours of work (i.e. - working hours after 7:00 p.m., or before 7:00 a.m.), or where staff were paid for an entire shift where the majority of their scheduled shift did not fall outside of the standard hours of work (i.e.- did not work at least 51% of their shift before 7:00 a.m., or after 7:00 p.m.)
3. The Union agrees to withdraw Grievance #08-003 and to consider this matter (the interpretation of Article 5.2) fully resolved.
4. As of December 2nd, 2008 the Employer shall commence to pay shift premium to Parking Enforcement and Animal Control Officers for hours worked before 7:00 a.m., or after 7:00 p.m., and shall determine payment of shift premium for an employee's entire shift by ensuring that at least 51% of an employee's schedule occurs before 7:00 a.m., or after 7:00 p.m.
5. The Employer and the Union agree to meet with Parking Enforcement and Animal Control Officers to inform them of that effective December 2nd, shift premium pay will be made in accordance with Article 5.2 (as set out in point number 4 above). Written notification of this change will also be posted at these employee worksites (at Enforcement Operations/Howe Street Location and Animal Control/the City Pound) before December 2nd 2008.


 On behalf of the Employer

NOV/21/08
 Date

 On behalf of CUPE Local 15

 Date

Letter of Agreement

Between: City of Vancouver and the Board of Parks & Recreations (The Employer)

And: The Canadian Union of Public Employees, Local 15 (The Union)

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- 1. The Employer undertakes to continue to pay shift premium to Parking Enforcement and Animal Control Officers in the manner in which the Employer has paid shift premium to these employees up to and including Monday, December 1st, 2008.
2. The Employer agrees not to seek recovery of funds (directly or indirectly) paid to Parking Enforcement or Animal Control Officers that in the Employer's view have been in excess of the shift premium entitlements provided by way of Article 5.2. Specifically, the Employer will not seek to be reimbursed payments made to staff where they were not working more than one hour outside of the standard hours of work (i.e. - working hours after 7:00 p.m., or before 7:00 a.m.), or where staff were paid for an entire shift where the majority of their scheduled shift did not fall outside of the standard hours of work (i.e. - did not work at least 51% of their shift before 7:00 a.m., or after 7:00 p.m.)
3. The Union agrees to withdraw Grievance #08-003 and to consider this matter (the interpretation of Article 5.2) fully resolved.
4. As of December 2nd, 2008 the Employer shall commence to pay shift premium to Parking Enforcement and Animal Control Officers for hours worked before 7:00 a.m., or after 7:00 p.m., and shall determine payment of shift premium for an employee's entire shift by ensuring that at least 51% of an employee's schedule occurs before 7:00 a.m., or after 7:00 p.m.
5. The Employer and the Union agree to meet with Parking Enforcement and Animal Control Officers to inform them of that effective December 2nd, shift premium pay will be made in accordance with Article 5.2 (as set out in point number 4 above). Written notification of this change will also be posted at these employee worksites (at Enforcement Operations/Howe Street Location and Animal Control/the City Pound) before December 2nd 2008.

Handwritten signature of the Employer representative over a line.

On behalf of the Employer

Handwritten date 'NOV 21/08' over a line.

Date

On behalf of CUPE Local 15

Date

BOARD OF PARKS & RECREATION

MEMORANDUM

CUPE
LOCAL 15
DEC 15 2000

December 13, 2000

TO: Community Recreation Coordinators
Recreation Staff

FROM: Gord Lindal

SUBJECT: FLEXIBLE WORK SCHEDULE/EDO

I am writing to clarify the situation regarding Earned Days Off (EDO) and the Flexible Work Schedule that has been in place for Recreation Staff since February 1993.

The following positions are included in Schedule "G" of the Park Board/CUPE 15 Collective Agreement and the related Letter of Understanding (copy attached) which already provides the Flexible Work Arrangement:

- Community Recreation Coordinator I & II
- Recreation Programmer I & II
- Fitness Programmer
- Recreation Facility Clerk
- Swimming Instructor Attendant
- Cashier
- Community Services Coordinator (CRS)

Therefore these positions are not included in the Earned Days Off (EDO) system recently negotiated in the 2000 Memorandum of Agreement.

However, Clause 17 of the Memorandum stipulates that "employees covered by the Park Board Flexible Work Arrangement Letter of Understanding will be entitled to configure their flexible work schedules through mutual agreement with their supervisor to achieve at least the same number of days off per year (14) as provided by EDO."

These days off will be achieved by employees within the framework of the current flexible work

arrangements by scheduling their working hours (70) over a bi-weekly period so there is one day off within that period that has been mutually agreed in advance with their supervisor. It will mean working some longer days within that period to compensate for the scheduled days off, so that their working hours still total 70 for that bi-weekly period. Note that this is similar to EDO in that the days off are still earned - but they are earned within the same pay period that the time is taken off.

Also please note that the Flexible Work Arrangement still should not be applied to structure regular four day work weeks or nine day fortnights. The 14 days off should be spaced throughout the year to create a balance between the work/lifestyle interests of employees and the operational/customer service requirements of the employer.

There will probably be some scheduling/implementation issues that we will need to work out together. There will be a city-wide Coordinators' Meeting in early January to discuss these issues and provide further clarification. Please channel your comments, concerns, or suggestions through your Coordinator to that meeting.

Thanks and Merry Christmas.



Gord Lindal

copy to: Terry Walton
Greg Eng
Chris Wilson
Ron Caswell
Jim Lowden
Liane McKenna

**FLEXIBLE WORK ARRANGEMENT
CERTAIN RECREATION CLASSES
VANCOUVER PARK BOARD**

LETTER OF UNDERSTANDING

The Collective Agreement between the Vancouver Park Board and the VMREU contains a Schedule "G" which provides a certain flexibility with respect to the Hours of Work for certain Recreation classes working in Community Centres. Most Community Centres operate seven (7) days each week from early morning to late evening. It is considered desirable to extend the provisions of that Schedule "G" on a trial basis.

This Letter of Understanding is intended, on an experimental basis, to extend the provisions of that Schedule "G" and applies to full-time employees in the following Recreation Classes: Recreation Co-ordinator I, II, III; Recreation Programmer I, II; Fitness Programmer; Recreation Facility Clerk; Recreation Program Co-ordinator - Special Events; Recreation Program Co-ordinator - Sports & Fitness; Recreation Program Consultant - The Arts; Recreation Program Consultant - Special Needs; and Recreation Program Consultants - Sports & Fitness.

1. The Hours of Work for the above-named classes shall total 70 hours bi-weekly. Incumbents will be scheduled for a minimum period of four (4) hours per day and a maximum period of eleven (11) hours per day, with two consecutive days of rest in each week.

2. The schedules of work will be developed for each bi-weekly period by the incumbents, and submitted to their supervisors prior to each bi-weekly pay period for approval.

3. For the purpose of Clause 8.3 of the Collective Agreement between the Parks Board and the VMREU, employees will be entitled to seventy-seven (77) hours in lieu of Statutory Holidays in each calendar year. In those weeks during which a Statutory Holiday occurs, the hours that would have been worked on that date shall be considered to be seven (7).

4. For the purpose of Clause 7.1 of the Collective Agreement between the Parks Board and the VMREU, normal working hours shall be the seventy (70) hours scheduled for the bi-weekly period. Overtime premiums will apply after the greater of seven (7) or the regular scheduled hours for a day (i.e. if nine (9) hours scheduled, overtime would apply for time worked greater than nine (9)) or after seventy (70) hours in a bi-weekly period.

5. For the purpose of Clauses 8.1 and 8.2 of the Collective Agreement, annual vacation entitlement shall be expressed in terms

of "working hours" rather than "working days", with an entitlement of one "working day" under the Agreement equalling 7 working hours.

6. For the purpose of Clause 9.4, all hours absent as a result of sickness on a day an individual was scheduled to work shall be reported as sick leave (i.e., if an individual is scheduled for eleven (11) hours, 11 hours will be deducted from the sick credits; if scheduled to work for four (4) hours, 4 hours will be deducted).

7. For the purpose of Clause 9.4 B., the maximum accumulation of gratuity days that may be earned continues to be 21 hours, with all hours absent as a result of illness in a year reducing that possible maximum.

8. An employee shall not receive pay for acting in a higher rated capacity where the employee is temporarily required to accept the responsibilities and carry out the duties of a higher rated position because of the flexible work schedule. There is nothing in this clause that is intended to require individuals to regularly perform work of a higher rated classification.

9. Where difficulties arise with respect to scheduling, these shall be referred to the Area Manager for resolution. An employee may request the assistance of a shop steward.

10. The flexible work schedule shall commence as soon as possible after February 3, 1993, on a trial basis, and terminate on December 31, 1993. It may be terminated or extended beyond that date by mutual agreement.

11. Assessment of the effectiveness of the operation shall occur during the entire trial period with all parties working toward its success. Evaluation and recommendation shall occur by December 31, 1993, with respect to the continuation or modification of the trial.

Dated at Vancouver, B.C., this 3rd day of February, 1993.

City of Vancouver on behalf
of Vancouver Park Board

Vancouver Municipal & Regional
Employees' Union

Marilyn Clark

Judith Langley

LETTER OF UNDERSTANDING

COMMUNITY RECREATION COORDINATORS II AND III

Given that the Board of Parks and Recreation wants to ensure that its existing Recreation Program staff are able to meet the formal educational and experience requirements contained in the class specifications for Community Recreation Coordinator II and III and recognizing (1) that the opportunities for Recreation Programmer II's to acquire the stated "management" experience at the Community Recreation Coordinator I level may be somewhat limited and, (2) some employees may not possess a University degree in Recreation or a related field, the following Letter of Understanding has been developed to more clearly define what is considered to be an acceptable "equivalent combination of training and experience" for candidates in promotional competitions.

A. Community Recreation Coordinator II (Class Spec No. 686-2)

1) Desirable Training and Experience

"University graduation in Recreation or a related discipline, including or supplemented by courses in recreation education and administration plus a minimum of 3 years full-time experience in recreation programming including at least one year of management experience at the Coordinator level with responsibility for program coordination, staff supervision and development, budget preparation, community development and facility management OR an equivalent combination of training and experience."

2) Acceptable Equivalent Combination of Training and Experience (Class Spec No. 686-2)

University graduation in Recreation or a related discipline, including or supplemented by courses in recreation education and administration plus a minimum of 6 years full-time experience in recreation programming which has included assignments and demonstrated competencies in:

- developing and directing recreation programs that meet community needs in at least 2 of the 3 major programming areas (i.e. rinks, pools and community centres) one of which must include center programming responsibilities
- developing and directing recreation programs in a variety of communities with different socio-economic and/or multi-cultural characteristics
- directing and supervising regular and auxiliary staff
- preparation and management of various program and facility budgets
- working directly with Community Association Boards and Committees
- program promotion, fund raising and community development involvement.

In addition, the Board of Parks and Recreation may be prepared to consider individuals, who hold a Recreation Diploma, and who otherwise meet the requirements of 2) above but who do not hold a degree, if in the opinions of the Director of Recreation and Director of Personnel, the individual is able to demonstrate a previous and continuing effort to improve professional competence through the completion of relevant university or community college level courses, in-service training, workshops, seminars and supervised reading programs and has demonstrated a superior level of professional competence in his/her programming assignments.

B. Community Recreation Coordinator III (Class Spec No. 673)

1. Desirable Training and Experience

"University graduation in Recreation or a related discipline, including or supplemented by courses in recreation, education and business administration, plus a minimum of 5 years full-time experience in recreation programming including at least two years of management experience at the Co-ordinator level with responsibility for program coordination, staff supervision and development, budget preparation, community development and facility management OR an equivalent combination of training and experience."

2. Acceptable Equivalent Combination of Training and Experience (Class Spec No. 673)

Graduation from an approved diploma program in Recreation plus 7 years full-time experience in recreation programming at least 3 of which have been at the Coordinator I or II level and the individual must be able to demonstrate a previous and continuing effort to improve professional competence through the completion of relevant university or community college level courses, in-service training, workshops, seminars and supervised reading programs and has demonstrated a superior level of professional competence in his/her assignments.

This agreement is made without prejudice in the sense that it is not intended to affect the other classifications in the Park Board nor is to be considered a precedent in establishing "equivalencies".

This agreement replaces the current Letter of Agreement dated November 1976 and may be terminated by either party upon thirty(30) days notice.



D.H. Pollard
Director of Personnel Services

March 1, 1990
Date



A. Argent
Director, Recreation
Services

March 2, 1990
Date



Vancouver Municipal
Employees' Union

March 9/90
Date



CITY OF VANCOUVER

HUMAN RESOURCES DEPARTMENT

453 West 12th Avenue, Vancouver, British Columbia V5Y 1V4 • (604) 873-7663 Fax (604) 873-7696

VANCOUVER
MUNICIPAL AND REGIONAL
EMPLOYEES' UNION

APR 31 1993

1993 March 30

RECEIVED

1175

Mr. J. Quail
Barrister and Solicitor
Business Manager
Vancouver Municipal Regional
Employees' Union
300 - 545 West 10th Avenue
Vancouver, B.C.
V5Z 1K9

Dear Mr. Quail:

Re: Letter of Understanding - Flexible Work Arrangement
Certain Recreation Classes - Vancouver Park Board

Enclosed, for your records, is a signed copy of the above-noted letter of understanding.

Yours truly,

M. Clark, for:
Marilyn Clark
Manager, Employee Relations

MC/lc
Encl.

Re:

FLEXIBLE WORK ARRANGEMENT
CERTAIN RECREATION CLASSES
VANCOUVER PARK BOARD

MC

LETTER OF UNDERSTANDING

The Collective Agreement between the Vancouver Park Board and the VMREU contains a Schedule "G" which provides a certain flexibility with respect to the Hours of Work for certain Recreation classes working in Community Centres. Most Community Centres operate seven (7) days each week from early morning to late evening. It is considered desirable to extend the provisions of that Schedule "G" on a trial basis.

This Letter of Understanding is intended, on an experimental basis, to extend the provisions of that Schedule "G" and applies to full-time employees in the following Recreation Classes: Recreation Co-ordinator I, II, III; Recreation Programmer I, II; Fitness Programmer; Recreation Facility Clerk; Recreation Program Co-ordinator - Special Events; Recreation Program Co-ordinator - Sports & Fitness; Recreation Program Consultant - The Arts; Recreation Program Consultant - Special Needs; and Recreation Program Consultants - Sports & Fitness.

1. The Hours of Work for the above-named classes shall total 70 hours bi-weekly. Incumbents will be scheduled for a minimum period of four (4) hours per day and a maximum period of eleven (11) hours per day, with two consecutive days of rest in each week.

2. The schedules of work will be developed for each bi-weekly period by the incumbents, and submitted to their supervisors prior to each bi-weekly pay period for approval.

3. For the purpose of Clause 8.3 of the Collective Agreement between the Parks Board and the VMREU, employees will be entitled to seventy-seven (77) hours in lieu of Statutory Holidays in each calendar year. In those weeks during which a Statutory Holiday occurs, the hours that would have been worked on that date shall be considered to be seven (7).

4. For the purpose of Clause 7.1 of the Collective Agreement between the Parks Board and the VMREU, normal working hours shall be the seventy (70) hours scheduled for the bi-weekly period. Overtime premiums will apply after the greater of seven (7) or the regular scheduled hours for a day (i.e. if nine (9) hours scheduled, overtime would apply for time worked greater than nine (9)) or after seventy (70) hours in a bi-weekly period.

5. For the purpose of Clauses 8.1 and 8.2 of the Collective Agreement, annual vacation entitlement shall be expressed in terms

of "working hours" rather than "working days", with an entitlement of one "working day" under the Agreement equalling 7 working hours.

6. For the purpose of Clause 9.4, all hours absent as a result of sickness on a day an individual was scheduled to work shall be reported as sick leave (i.e., if an individual is scheduled for eleven (11) hours, 11 hours will be deducted from the sick credits; if scheduled to work for four (4) hours, 4 hours will be deducted).

7. For the purpose of Clause 9.4 B., the maximum accumulation of gratuity days that may be earned continues to be 21 hours, with all hours absent as a result of illness in a year reducing that possible maximum.

8. An employee shall not receive pay for acting in a higher rated capacity where the employee is temporarily required to accept the responsibilities and carry out the duties of a higher rated position because of the flexible work schedule. There is nothing in this clause that is intended to require individuals to regularly perform work of a higher rated classification.

9. Where difficulties arise with respect to scheduling, these shall be referred to the Area Manager for resolution. An employee may request the assistance of a shop steward.

10. The flexible work schedule shall commence as soon as possible after February 3, 1993, on a trial basis, and terminate on December 31, 1993. It may be terminated or extended beyond that date by mutual agreement.

11. Assessment of the effectiveness of the operation shall occur during the entire trial period with all parties working toward its success. Evaluation and recommendation shall occur by December 31, 1993, with respect to the continuation or modification of the trial.

Dated at Vancouver, B.C., this 3rd day of February, 1993.

City of Vancouver on behalf
of Vancouver Park Board

Vancouver Municipal & Regional
Employees' Union

Marilyn Clark
V. Kucharsky
[Signature]

Gudrun Langoy

LETTER OF AGREEMENT

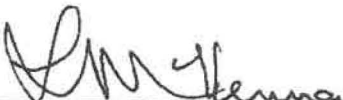
Between: Vancouver Board of Parks and Recreation (The Employer)

And: The Canadian Union of Public Employees, Local 15 (The Union)

Re: 60 Minute Lunch Break

The Employer and the Union agree, on a without prejudice basis, for employees working in the various site offices outside of 2099 Beach Avenue, such as the Community Centres, Evans and Stanley Service Yards, Pitch and Putts, Golf Courses and Rose Cottage, and not covered by a compressed work week agreement or the Flexible Work Schedule, that effective January 1, 2005:

1. For the purpose of Clause 11.1 A. Standard Hours of Work and paragraph 1 and 3 in Schedule H of the City/CUPE Local 15 Collective Agreement between the parties, it is agreed that the unpaid lunch break shall remain as it is currently in effect in various work sites. More specifically, the unpaid lunch break will continue to be either 30 or 45 minutes unpaid depending on the applicable work site. It is recognized that unpaid lunch breaks vary with locations and positions due to operating hours.
2. Should problems arise out of this Agreement the parties agree to meet to discuss the issues prior to its cancellation. In this regard, either party may cancel this Agreement with a minimum of 60 days written notice.
3. The parties (the Union and the Employer) agree that no grievance(s) will be initiated as a result of this Agreement.



On behalf of Vancouver Park Board



On behalf of CUPE Local 15

Dec. 22, 2004
Date

December 20, 2004
Date

Letter of Agreement

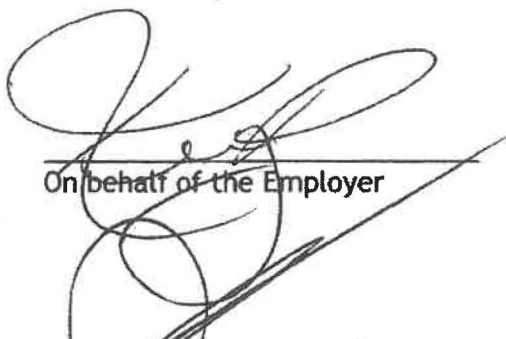
Between: City of Vancouver and the Board of Parks & Recreation
(The Employer)

And: The Canadian Union of Public Employees, Local 15 (The Union)

Re: Policy Grievance #07-032
(WCB & EDO)

The parties agree to resolve the aforementioned per the following terms and conditions:

1. The City will provide Payroll Operations with instruction to allow an employee off work on an accepted WCB leave status to continue to earn EDO up to and including the first 14 working days of said absence.
2. In the event an employee returns to work after November 1st from an accepted WCB leave status of greater than 14 working days, and they do not have enough EDO time earned or other accrued paid leave (excluding sick leave) available to them to schedule in conjunction with the Christmas Closure (the period between Boxing Day and New Years Day), the employee will be permitted to draw from their next years vacation leave entitlement to cover the Christmas Closure period (in whole or part). Where the employee has insufficient EDO, but sufficient accrued leave to schedule in conjunction with the Christmas Closure, the leave will be drawn from the accrued leave bank (excluding the sick leave bank) of the employee's choice.
3. The Union agrees to withdraw their policy grievance (as referenced above), considering this matter fully resolved.
4. The parties agree that this change (as outlined in points numbered 1 and 2 above) will take effect on March 13th, 2009


On behalf of the Employer

FEB. 17 / 09
Date


On behalf of CUPE Local 15

FEB 17 / 09
Date

**LETTER OF UNDERSTANDING:
WORK EXPERIENCE PLACEMENTS FOR
SECONDARY SCHOOL STUDENTS**

FOR: City of Vancouver

BETWEEN: C.U.P.E. Local 15 (Vancouver Municipal, Education and Community Workers)

and City of Vancouver

The Parties to this Letter of Understanding agree that the provision of work experience for secondary school students is in the best interest of the community as a whole and students in particular. The purpose of this Letter of Understanding is to set in place the framework within which work experience placements for students in the provincial Career Preparation Program shall operate.

TERMS OF REFERENCE

1. For the purpose of this Agreement, a work experience placement is designed to introduce students to specific work experiences and skills by placing the student in a working environment for a prescribed period of time in order that the student can experience firsthand the demands of the workplace, jobs and skills s/he will face when entering the work force.

EMPLOYMENT ISSUES

2. A student in a work experience placement will not replace a regular, part-time or casual employee who is on layoff or whose job has been eliminated due to budget cuts or "downsizing." Should a layoff of the affected employee(s) occur during the placement, the placement will be terminated.
3. At no time will a student be placed or remain in a workplace during an industrial relations dispute between the union and the employer. (It is understood that such disputes will not include grievances.)
4. Students who subsequently enter the workforce will not be given hiring or promotional preference over existing employees.

SAFETY ISSUES

5. On or before the first day of the work experience placement and before any hands-on tasks or job shadowing are performed, the student will be given a general as well as site specific occupational health and safety training orientation.
6. The student will be provided with all appropriate safety equipment needed for that work site as required by the Workers' Compensation Board.
7. Workers' Compensation coverage will be provided by the Ministry of Education for the student.

EMPLOYEE/STUDENT ISSUES

8. An employee is not required to accept a student placement. If an employee agrees to a student placement, the employee will be paired with the student at all times.
9. At no time will a student be required to fill in for employees who are off sick or taking time off. If the employee paired with the student is off work, the student will be paired with someone else.
10. The employee who is paired with a student will be provided adequate time with the student without penalty or threat of discipline.
11. Every effort will be made to place the student on the Monday to Friday day shift. Where this is not possible, the Union will be notified in advance.
12. Students will not work with confidential records, and will be given instruction concerning protection of confidential and personal information.
13. Prior to starting the work experience placement, the student(s) will receive an orientation by a union representative as to the role of the union in the workplace.

NOTIFICATION OF INTENT TO PLACE A STUDENT

14. The union will be notified in writing of the intent of a work experience program between the employer and the school district, and a list of participating students and work locations will be provided to the union. The union should notify the employer if they have concerns regarding a placement.



(Signature of Union Representative)



(Signature of Employer Representative)

SIGNED THIS 22 DAY OF December, 1998.

City of Vancouver



Inter-Office

Correspondence

HUMAN RESOURCE SERVICES

DATE: December 29, 1998

MEMO TO: Rick Gates, President, C.U.P.E. Local 15

FROM: Ruby Mah, Human Resources Advisor

SUBJECT: Signed Letter of Understanding for
Work Experience Placements for Secondary School Students

Thank you for sending the two signed copies of the Letter of Understanding. Betty has now signed both agreements and I am forwarding one copy back for your own records.

We shall look forward to another successful year of the Partners at Work Program.

A handwritten signature in cursive script that reads "Ruby Mah".

RUBY MAH

*filed
12/29/98*

Letter of Agreement

Between: City of Vancouver (The Employer)

And: The Canadian Union of Public Employees, Local 15 (The Union)

Re: Overtime and Hours of Work for Regular Part-Time Employees

Whereas the Employer (The City) and the Union (CUPE Local 15) would like to provide Regular Part-time employees the ability to work additional hours (before attracting overtime rates of pay) in accordance with the newly bargained language concerning Hours of Work for Overtime Purposes for Auxiliary and TFT employees (see page 10-12, point number 12 of the 2003 MOA) it is agreed on a without prejudice basis that:

1. Part B of Schedule C - Regular Part-Time Employees - will be amended during the drafting of the 2003-2006 City/CUPE Local 15 collective agreement, replacing paragraph B. 8.1 (Overtime) with the following:

"B. 8.1 Overtime

(1) Overtime for Employees Working Standard Hours

a) Overtime compensation shall be paid for all overtime worked at time and one-half (1.5x) the regular rate of pay for the first two (2) hours of overtime worked in excess of eight (8) hours in a day or forty (40) straight time hours in a week and double (2x) the regular rate of pay for all overtime in excess of the first two (2) hours.

(b) When an employee has not worked forty (40) straight-time hours on five (5) days during the week, the employee may work on the sixth (6th) and/or seventh (7th) day of work in that week at straight-time pay until such time as the employee has worked forty (40) straight-time hours and thereafter overtime provisions shall apply.

(2) Overtime for Employees Working in areas with Compressed Work Week Hours

(a) Where a Regular Part-time employee is replacing an employee or is required to work compressed work week ^{hours} ~~hours~~; overtime compensation shall be paid for all hours worked in excess of:

(1) the greater of eight (8) hours in a day or the daily hours for the compressed work week; or,

(2) the greater of forty (40) straight time hours in a week or the straight time hours the compressed work week schedule would have included in that week.

Overtime shall be paid on the basis of time and one-half (1.5x) the regular rate of pay for the first two (2) hours of overtime and double (2x) the regular rate of pay for all overtime in excess of the first two (2) hours.

(b) When an employee has not worked forty (40) straight-time hours during the week, the employee may work additional hours that week at straight-time pay until such time as the employee has worked forty (40) straight-time hours and thereafter overtime provisions shall apply.

(3) Where an additional shift would create an overtime situation, an employee has a responsibility to obtain approval from the supervisor(s) involved before working extra shift(s)."

2. Schedule "C" will also be amended during the drafting the 2003-2006 collective agreement, by adding the following new provision to Part B of Schedule C:

B. 11.1 Daily and Weekly Hours

The standard daily and weekly hours for Regular Part-Time employees shall, for purposes other than overtime (eg.: increments, determining employee status, etc.), be deemed to be those found in Schedule "A" of the Collective Agreement. Overtime shall be in accordance with 8.1(1) or (2), described above, as applicable.

3. The above provisions will be considered in effect on the date that the parties sign this Agreement.

4. The parties agree that there will be no review of decisions rendered concerning assignment of additional hours to RPT employees or the application of overtime, where such decisions were underway and/or made on or before the date upon which the parties sign this Agreement.
5. The parties agree that this Letter of Agreement shall terminate once the 2003-2006 City/CUPE Local 15 collective agreement has been signed by the parties, which of course will include the agreed to amendments/additions being made to Schedule C as set out in points 1, 2 and 3 above.
6. The Union agrees that no grievances will be submitted as a result of this Agreement.

On behalf of the City of Vancouver

Date

Banett

On behalf of CUPE Local 15

August 5, 2004

Date

Letter of Agreement

Between: City of Vancouver (The Employer)

And: The Canadian Union of Public Employees, Local 15 (The Union)

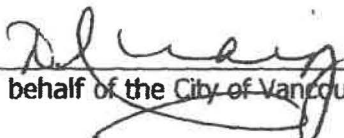
Re: Clause 9.3 (d) (1) (c) (Public Holidays)

In order to avoid a situation where an employee receives less than a full bi-weekly pay cheque, the parties agree on a without prejudice basis, to alter the application of the newly negotiated clause 9.3 (d) (1) (c) (see point number 28 – Public Holidays - of the 2003 MOA between the parties). More specifically, the parties agree that:

1. Clause 9.3 (d) (1) will be replaced with the following language in the drafting of the 2003-2006 City/CUPE Local 15 collective agreement. It is also agreed that the following language will be considered effective the date upon which the parties sign this Agreement:

"Regular Full-Time Employees who are not normally required to work on public holidays but are required to do so, shall be paid at their normal rate of pay for the public holiday and in addition will receive compensation at double (2x) their normal rate of pay for the hours that they are required to work on the public holiday. The employee shall at the time of working the public holiday, elect whether to be paid for doing so or to receive compensating time off in lieu thereof."

2. The Union agrees that no grievances will be submitted as a result of this Agreement.


On behalf of the City of Vancouver

October 5, 2004
Date


On behalf of CUPE Local 15

Sept 29/04
Date

Letter of Agreement

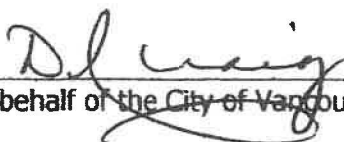
Between: City of Vancouver (The Employer)

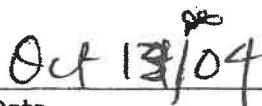
And: The Canadian Union of Public Employees, Local 15 (The Union)

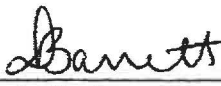
Re: **Seniority List**

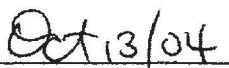
The Employer (The City) and the Union (CUPE Local 15) agree, on a without prejudice basis, that:

1. Clause 12.1 (e) contained in the 2003 Memorandum of Agreement between the parties will be amended to the extent that updating and provision of the Seniority List to the Union will occur once per year (approximately late January of each year).
2. All hours worked by an Auxiliary or Temporary Full-time (TFT) employee up to a total of 1827 hours in the previous 12 months, will be included in the calculation of an employee's seniority for the purposes of updating the Seniority List.
3. Where a "close call" situation occurs inside of a selection process (see clause 11.3 (a) of the City/CUPE Local 15 collective agreement) making an Auxiliary or TFT employee's seniority a relevant factor for consideration, all hours worked by the Auxiliary or TFT employee up to 35 hours per week, will be considered in confirming the employee's seniority date at that moment in time.
4. The parties (the Union and the Employer) agrees that no grievances will be submitted as a result of this Agreement.


On behalf of the City of Vancouver


Date


On behalf of CUPE Local 15


Date

Letter of Agreement

**CUPE
LOCAL 15 - VANCOUVER**

SEP 13 2005

RECEIVED

Between: City of Vancouver (The Employer)
And: CUPE 15 (VMECW) (The Union)
RE: Overnight Trip Compensation – Carnegie Centre

The parties agree that there are formal and informal work requirements for staff accompanying patrons of the Centre on overnight trips in order to accommodate the patrons' needs and interests. In an effort to address issues associated with appropriate compensation for staff working on such trips, the Employer (The City) and the Union (CUPE Local 15) agree on a without prejudice basis to the following terms and conditions, and on the understanding that this Letter of Agreement replaces all informal understandings and practices at Carnegie Centre and is not intended to set a precedent for other work areas with similar programs:

- 1) Regular Full Time Staff on the CWW will receive their regular day's pay plus one half day (4.17 hours) at straight time rates, in their choice of pay or Compensating Time Off, for each overnight of a trip.
- 2) Auxiliary and Regular Part Time Staff will receive 8 hours as their regular day's pay, plus 4 hours at straight time rates for each overnight of a trip.
- 3) If circumstances beyond the control of the supervisor create a late return at the close of a trip, regular overtime provisions will apply in accordance with the City/CUPE Local 15 collective agreement. Any non-emergency schedule changes which may create an overtime situation must be authorized in advance.
- 4) The allocation of work duties and scheduled responsibilities remain with the programmer (s) in charge on a trip, while recognizing that on a trip such scheduling necessarily has some fluidity. Therefore the parties agree that hours scheduled may not always be consecutive and that such (split) shifts will not result in overtime rates of pay for affected employees.
- 5) It is understood that no other compensation is due should a staff member voluntarily work over and above the hours indicated above.
- 6) The parties agree that no there will be no grievances as a result of this Agreement.

For City of Vancouver

Date

For CUPE Local 15

Date



CITY OF VANCOUVER
HUMAN RESOURCE SERVICES
Office of the General Manager

CUPE
LOCAL 15 - VMECA
COPY

DEC 22 2005

RECEIVED

December 21, 2005

Paul Faoro, President
CUPE Local 15
545 West 10th Avenue
Vancouver, BC
V5Z 1K9

Dear Paul:

RE: DELETION OF LETTER OF UNDERSTANDING

Paul, just to confirm our discussion with respect to the Letter of Understanding found on page 122 of the 2003-2006 City/CUPE Local 15 finalized collective agreement dealing with overtime for regular part-time and auxiliary employees. As discussed, this schedule is redundant and duplicates changes found in Schedule B, Part B, B.8.1 that were made in previous rounds of collective bargaining. This is to confirm that we both agree that the schedule will be deleted as part of the preparation of the collective agreement in 2007 but that we won't hold up printing of the 2003-2006 collective agreement in order to make the change.

I've spoken with Richard Scott and he advises there has already been agreement to delete the same schedule in the Parks collective agreement.

Can you sign below and confirm your agreement. I'll place this letter on file and bring forward the document during preparation for the 2007 agreement.

Yours truly,

Mike Zora
General Manager, Human Resource Services

mike.zora@vancouver.ca
Phone: 604.873.7666
Fax: 604.873.7696

Paul Faoro, President
CUPE Local 15

I:\Human Resources\HRS\GMO\Office\2005\Admin\Removal of LOU from collective agreement.doc

IN THE MATTER OF THE *LABOUR RELATIONS CODE* RSBC 1996 C. 244

Between:

**Canadian Union of Public Employees Local 15
("CUPE Local 15")**

Union

And:

**City of Vancouver
(the "City")**

Employer

SETTLEMENT AGREEMENT

WHEREAS:

- A) On April 27, 2007 CUPE Local 15 filed an application to the BC Labour Relations Board pursuant to s. 6(1) of the *Labour Relations Code* (the "Application").
- B) On May 9, 2007 the CUPE Local 15 and the City met at the Labour Relations Board to discuss a resolution to the Application.

AND WHEREAS the Union and the City (the "Parties") have agreed to a resolution of this dispute, on a without prejudice and without precedent basis.

NOW THEREFORE in consideration of the following terms and conditions, this dispute is fully and finally RESOLVED:

1. This Agreement shall apply to the Union and the City including the Board of Parks and Recreation (the "Parks Board"). The City shall inform Britannia and Ray-Cam Centres of this Agreement.
2. This Agreement is for the purpose of providing access for the Union to the City and Parks Board work sites, such that the Union can meet with its members to communicate and share bargaining information ("Worksite Meetings").
3. This Agreement shall be in force during the 2007 round of bargaining, until such time as a lawful strike or lockout, or the successful ratification of a new collective agreement.
4. Subject to the terms of this Agreement, the Parties agree that the Union is able to henceforth schedule and book Worksite Meetings without requiring the City's prior approval.
5. Locations for Worksite Meetings shall consist of lunch rooms and/or appropriate enclosed meeting rooms, at the following work sites ("Meeting Locations"):
 - (a) City Hall Campus;
 - (b) National, Manitoba and Evans Works Yards;
 - (c) Parks Board Community Centres;
 - (d) Parks Board Building at 2099 Beach Avenue;
 - (e) Carnegie Centre;
 - (f) Gathering Place;
 - (g) Parking Enforcement Branch at 1125 Howe Street.
6. The scheduling and/or booking of a Worksite Meeting shall be subject to the prior

availability of its particular Meeting Location, and that Meeting Location's existing, bona fide booking processes and/or protocols.

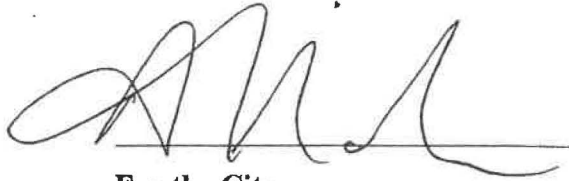
7. Only the Union's bargaining committee members shall book Worksite Meetings.
8. Once the Union has booked its Worksite Meetings, the Union shall fax the Worksite Meeting notice (the "Notice") to the City's designated Human Resources representative ("Human Resources Representative").
9. The Notice shall include the following Worksite Meeting particulars:
 - (a) location of meeting;
 - (b) date and time of meeting;
 - (c) brief purpose of meeting i.e. "bargaining meeting with CUPE Local 15 members".
10. The Union shall not use the City's email system to invite or inform its members of any Worksite Meetings.
11. The Union shall advise its members that they may attend Worksite Meetings only during lunch breaks and/or non-working hours before or after shift, but not during scheduled rest breaks.
12. Both Parties shall be reasonable in the application and/or administration of this Agreement.
13. Any disputes arising from the application and/or administration of this Agreement shall be dealt with the Human Resource Representative and Union's Chief Negotiator, who shall both have the Parties' respective authority to resolve these disputes.
14. The Union agrees to withdraw the Application.

15. The Union and the City agree not to represent this Agreement as an acknowledgement of success or an admission of liability on the part of either Party.

Dated 2007 May 09 at Vancouver, British Columbia



For the Union



For the City

F1

"Worksite Meetings"
Re: Bargaining
May 9, 2007

Letter of Agreement

Between: City of Vancouver (The Employer)

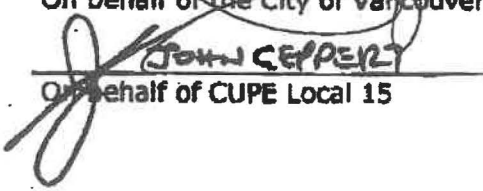
And: The Canadian Union of Public Employees, Local 15 (The Union)

Re: TFT Employees - Bidding Rights for Selection Purposes

The Employer (The City) and the Union (CUPE Local 15) agree (on a without prejudice basis) that:

1. Where a Temporary Full-time (TFT) employee has acquired seniority in accordance with the City/CUPE Local 15 Collective Agreement and where their TFT employment term comes to an end, for reasons other than cause, they will retain their seniority (subject to Schedule B, Part D - Seniority) to apply on an equal basis (as an Internal applicant) for posted positions in accordance with Clause 11.2 (h) and 11.3 (a).
2. The parties agree that where a position is posted at Pay Grade 26 or above that the terms set out in Clause 11.2 (h) (3) will apply. Specifically, internal applicants applying for such positions will be considered at the same time as external applicants, on the basis of qualifications, experience and personal suitability for the position.
3. The parties agree that there will be no review of decisions made as part of a selection process that was already underway or that was completed prior to the signing of this Agreement.
4. Upon re-employment, the employee will have access to benefits or the appropriate percentage in lieu of benefits, as well as previously accumulated hours in accordance with Schedule B of the collective agreement.
5. Unless expressly renewed by the parties, this Letter of Agreement expires upon: the termination of the current collective agreement due to strike or lock-out; or the renewal of the successor collective agreement.
6. The parties commit that there will be no grievance(s) submitted as a result of having entered into this Agreement unless an evident violation of one (or more) of the conditions outlined above is established. The Union will have the right to initiate a non-selection grievance concerning any TFT employee who by way of this Agreement applies for a posted position unsuccessfully.


On behalf of the City of Vancouver


On behalf of CUPE Local 15

June 9, 2009
Date

June 9, 2009
Date

SEP 13 2016

RECEIVED

Letter of Agreement

Between: City of Vancouver (the "Employer")
And: The Canadian Union of Public Employees, Local 15 (the "Union")
Re: Compassionate Leave Requests

The collective agreements between the Employer and the Union contain a paid compassionate leave provision. Prior to the date of this Agreement, there was no contractual entitlement specifically relating to compassionate leave in relation to miscarriages.

The actual practice with regard to this has been mixed, sporadic and ad-hoc, set within an overarching Employer perspective that where a miscarriage occurred, there was no entitlement to compassionate leave.


The parties have agreed that a structured approach is to be preferred to the current uncertain and potentially inequitable practice. Therefore they have reached an agreement to allow for use of compassionate leave in certain limited circumstances.

The terms of the Agreement are:

1. In the event of a miscarriage by an employee or an employee's spouse (including common-law spouse and same sex partner), the employee shall be entitled to compassionate leave under Clause 10.8(a).
2. It is understood that the Employer retains the right to seek confirmation for any applications for compassionate leave.
3. The Parties have the right to obtain compliance with these provisions through the grievance procedure.
4. In relation to grievance 16-049, the Employer shall grant compassionate leave to the grievor for the two days identified. The previously granted paid leave during that time will be reinstated to the grievor.
5. Grievance 2016-049 (#16049) is hereby withdrawn.
6. The extension of eligibility for compassionate leave shall be without prejudice to the interpretation of the collective agreement and/or other agreements between the parties.

With the exception of clause 4 above, there shall be no retroactive effect to these provisions.

The parties agree that these terms represent a full and final resolution of all matters addressed in this Letter of Understanding. No new grievances or complaints of any kind shall be filed concerning them, save and except to enforce the terms of this Agreement.


On behalf of the Union *S. S. 4. 5. 19 94*

Date 09 / 09 / 16
DD / MM / YY


On behalf of the Employer (Human Resources) *J. H. 1. 5. 16*

Date 09 / 09 / 16
DD / MM / YY

4728

VANCOUVER
MUNICIPAL REGIONAL
EMPLOYEES UNION

DEC 01 1993

RECEIVED

City of Vancouver



Inter-Office Correspondence

PLEASE POST

File:

November 24, 1993

HOUSING AND PROPERTIES DEPARTMENT

MEMO TO: NMH Administrators and Managers

COPY TO: VMREU ✓
BCNU
Pat Wellington, A/Supervisor Payroll Disbursements

FROM: Shirley Chan
Manager
Non-Market Housing

SUBJECT: Premium Pay for Holidays Worked

This will confirm that as in previous years, the premium pay for holidays worked will apply to the actual holiday days and not to the days given in lieu. That is, for Christmas Day, Saturday, December 25, 1993; Boxing Day, Sunday December 26, 1993; and New Year's Day, Saturday January 1, 1994.

Please ensure that all your employees are aware of this policy, especially the new employees.

Shirley Chan

/mr/EP2-4789.cov

Vancouver Municipal and Regional Employees Union



August 18, 1989

Shirley Chan
Civic Buildings
Fourth Floor,
Vancouver City Hall
453 West 12th Avenue
Vancouver, B.C.
V5Y 1V4

Dear Shirley Chan:

Re: Public Holidays

I believe the "policy" regarding public holidays requires further clarification. The Union would agree with the following:

When a public holiday falls on a Saturday or Sunday, the Saturday or Sunday shall be deemed to be a holiday for Residence Attendants and Adult Care Workers. Any of these employees required to work on such a holiday shall receive premium pay for the holiday and any of these employees whose regularly scheduled day off falls on such a holiday shall receive an additional day off in lieu of the holiday.

I trust this meets with your approval.

Yours truly,

Jim Gorman
Staff Representative

for
cc. Civic Buildings Stewards

/jm
UWU



City of Vancouver

CIVIC BUILDINGS DEPARTMENT

CITY HALL, 453 WEST 12th AVENUE, VANCOUVER, BRITISH COLUMBIA V5Y 1V4, TELEPHONE (604) 873-7620

Director: A. Langley

August 22nd, 1989

1770
MUNICIPAL AND REGIONAL
EMPLOYEES' UNION
SEP 14 1989
RECEIVED

Vancouver Municipal and Regional Employees Union
300 - 345 West 10th Avenue
Vancouver, B.C.
V5Z 1K9

Attention: Mr. Jim Gorman


Re: Public Holidays

Dear Mr. Gorman:

Reference your letter of August 18, 1989, further clarifying the "Policy" for Non-Revenue Housing Division employees (Residence Attendants and Adult Care Workers) regarding public holidays, I agree fully with the wording combined in your letter.

By copy of our exchange of correspondence to Administrators, Managers, Civic Buildings Administrative staff and the Director of Personnel Services, we shall ensure that this information is made known to all affected employees.

Yours truly,



Shirley Chan
Assistant Director
Non-Revenue Housing

SC/jd

C.C.:	Don Pollard	Agda Newmann	Grafton Rouse	Wolf England
	Fred Lee	Frank Kan	Joe Didon	Bruce Bowen
	Pat Justed	Sue Gill	Ann Hoy	



City of Vancouver

CIVIC BUILDINGS DEPARTMENT

File: 105.1
1600.73

CITY HALL, 453 WEST 12th AVENUE, VANCOUVER, BRITISH COLUMBIA V5Y 1V4, TELEPHONE (604) 873-7620

Director: A. Langley

August 28th, 1989

V M R E U
300 - 545 W. 10th Ave.
Vancouver, B.C.
V5Z 1K9

1626
MUNICIPAL AND REGIONAL
EMPLOYEES' UNION
AUG 31 1989
RECEIVED

Attention: Mr. Jim Gorman

Re: PUBLIC HOLIDAYS

Dear Mr. Gorman:

Further to my August 22nd, 1989 letter agreeing to your August 18th clarification of clause 8.3 (b) and (c), regarding public holidays for Non-Revenue Housing Division employees (Residence Attendants and Adult Care Workers), the "policy" applies only to employees covered by Clause 8.3 (b) and (c) of the Collective Agreement. Auxiliary employees who are excluded from this clause of the Collective Agreement, are also excluded from this "policy".

I trust this is in accordance with our discussion and understanding.

Yours truly,


Shirley Chan
Assistant Director
Non-Revenue Housing Division

SC/jd
SCAug28b

City of Vancouver



Inter-Office Correspondence

VANCOUVER 5684
MUNICIPAL AND REGIONAL
EMPLOYEES' UNION

8/2 JAN 31 1991

RECEIVED

PERSONNEL SERVICES DEPARTMENT

January 28, 1991

MEMO TO: All Department Heads
City Manager

COPY TO: Committee on Affirmative Action for
Women in the Civic Work Force
Mayor and Members of City Council
Director, Equal Employment Opportunities
Civic Unions and Associations

FROM: Marilyn Clark, Assistant Director

SUBJECT: BENEFITS FOR SAME SEX PARTNERS

41
all dept

It was apparently not clear in my memo of December 18, 1990, in which all employees were advised of an open enrolment period for our Dental and Extended Health Plans, that the open enrolment included the opportunity for those employees with partners of the same sex to enrol those partners in those specific benefit plans.

That memo defined the word partner as "that person to whom you are married or with whom you have co-habited for a period of twelve months and with whom you publicly represent yourself as a couple". That definition of partner includes gay and lesbian partners who are now eligible for coverage for dental and extended health. If an employee applies for coverage in either of those plans for his/her gay or lesbian partner, that application is considered public representation.

The open enrolment period will be extended to March 31, 1991, to be sure all employees will have had the opportunity to enrol partners and dependent children who were not covered previously.

Kindly ensure that the information contained in this memo is made available to all of your employees. If you need additional copies of this memo for posting on your bulletin boards, please let me know.

Marilyn Clark
Marilyn Clark

Letter of Understanding

Between the

Britannia Community Services Centre Society

and the

Canadian Union of Public Employees, Local 15

Re: Hours of Work – Clerk Steno II

The parties have agreed that the hours of work and work week, for the above noted position only, will be established as follows:

1. The position shall work a 4 day work week.
2. The days of work shall be generally Monday to Friday with 2 consecutive days off, and the other day off on a rotating basis.
3. Days of work on Saturdays will be scheduled to accommodate special projects.
4. Should work be scheduled on a Saturday, there will be at least 10 days notice provided.
5. The hours of work shall be consecutive hours with the majority of hours being scheduled between 10:00 am to 7:00 pm or 12:00 noon to 9:00 pm, and occasionally 8:30 am to 5:30 pm.

This agreement is on a without prejudice basis in terms of other work schedules at Britannia as well as work schedules with other employers in common.

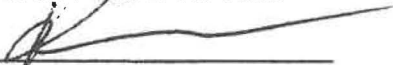
The parties agree that this arrangement may be cancelled by either party with 60 days notice.

Signed on behalf of the Employer



Date: Jan 14/10

Signed on behalf of the Union



Date: _____

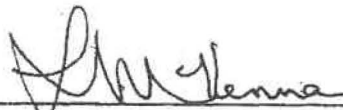
**LETTER OF UNDERSTANDING - FOUR DAY WEEK –
(Burrard/Heather) MARINA OPERATORS**

Draft: November 17, 2004

In accordance with the 2000 Memorandum of Agreement - Residual Compressed Work Week Issues, the Parties agree that where there is no existing letter of understanding in place, the Employer shall prepare a proper letter of understanding in accordance with Appendix "1" of Schedule "D" (Schedule "E" in 2000-2003) of the Collective Agreement for signature. The following sets out the terms and conditions.

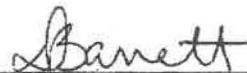
1. A regular full-time employee in the above noted classes shall work a four day week with the approval of the General Manager of Parks and Recreation. Auxiliary and Temporary Full Time employees required to replace an above noted full time employee, will be governed by Clause B.8.1(2) Hours of Work for Overtime Purposes , of the collective agreement.
2. The work week shall consist of four (4) consecutive work days and three (3) days off, with at least two (2) of their days off in any week consecutive. In those weeks during which a statutory holiday occurs, the employee shall be entitled to the statutory holiday in addition to his/her regular scheduled day off. In those instances where a statutory holiday occurs on an employee's scheduled day off, the employee shall be entitled to a *compressed* day off in lieu (Para 8. (c) of Appx."1" Sched "E"*), which shall be taken at a time mutually agreeable between the employee and the employee's immediate supervisor as soon as possible after the statutory holiday but at least by the end of the next pay period. (*Compressed day off in lieu and owing of time, as per special agreement between the parties dated May 14, 1986). Employees required to work on a public holiday shall be paid a public holiday premium and bank or reschedule a day in lieu.
3. The length of the work day, and for the purposes of Clause 11.1 of the 2003-2006 Collective Agreement between the Board of Parks and Recreation and CUPE Local 15 , 'normal working hours' shall be considered to be 9 hours and 25minutes (9.39 hours) inclusive of two ten (10) minute coffee breaks and exclusive of a 30 minute unpaid meal period in any one day and a 'normal work week' shall be made up of four consecutive work days. Scheduled shifts will be determined by the Supervisor and meet operational requirements. Shift premium as per the collective agreement for work outside of the normal hours shall apply.
4. For the purposes of Overtime, Clause 8 of the Collective Agreement shall apply to those hours worked in excess of 9.39 hours on a regular scheduled working day. This applies to all employees. Clause B8.1 on Overtime applies for an Auxiliary or Temporary Full Time employee who is replacing an employee or is required to work compressed work week hours.

5. Annual Vacation entitlement and all credits for Deferred Vacation, Supplementary Vacation, Sick Leave benefits and Gratuity benefits shall be converted from working days to working hours by multiplying the number of days to an employee's credit by daily working hours as per the previous 5 - day week. All deductions or debits shall be made on the basis that each working day of absence shall be measured as the length of time established by the parties (9 hours 25 min/ 9.39 hours).
6. Notwithstanding Clause 6, Pay For Acting In Senior Capacity, of the Collective Agreement, an employee shall not receive pay for acting in senior capacity where he or she has been temporarily required to accept the responsibilities and carry out the duties of a senior position because of the absence of the incumbent of that senior position due to the four-day week.
7. It is understood and agreed that no requests for reclassification, which are based on reasons connected with the four-day work week schedule, will be processed without the mutual consent of the Board of Parks and Recreation and the Union.
8. It is mutually understood and agreed that the objective of the calculations which are reflected in Paragraphs 3 and 5 of this Letter of Understanding, is to accomplish the adjustment from a five-day week to a four-day week with neither any additional salary and benefit cost to the Board of Parks and Recreation nor any reduction in the salaries and benefits received by its employees.
9. The four-day work week schedule shall not be canceled during the term of the current Collective Agreement. Any contemplated cancellation shall be discussed with the Union coincidentally with any report or recommendation made to the Board of Parks and Recreation pursuant to Clause 11.7 of the Collective Agreement and any notice of cancellation shall be included as part of contract negotiations.



For Susan Mundick
General Manager
Vancouver Board of Parks and Recreation

Dec. 22, 2004.



Staff Representative
CUPE Local 15

December 20, 2004

CALCULATION OF WORKING HOURS PER DAY

A. 1956.675 annual working hours for 37.5
 - 82.500 stat hours (7.5 hours x 11 stat days)

1874.175
 - 17.39 (annul diff in rest periods - 5 day vs 4 day)

1856.785 working hours per year

B. 52.178 x 4 = 208.712 days
 - 11 days (employees get both stat and day)

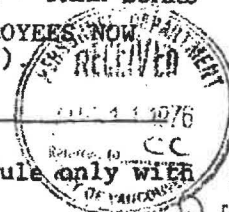
197.712 working days per year

C. 1856.785/197.712 = 9.391 hrs/day or 9 hrs 24 min. per day

VACATION ENTITLEMENT CALCULATIONS

<u>Existing Schedule</u>	<u>Conversion</u>	<u>Days per year</u>
10	10 x 7.5 = 75 / 9.39 =	7.99
15	15 x 7.5 = 112.5 / 9.39 =	11.98
20	20 x 7.5 = 150 / 9.39 =	15.97
25	25 x 7.5 = 187.5 / 9.39 =	19.97

LETTER OF UNDERSTANDING - NINE DAY FORTNIGHT - PARK BOARD
CITY OF VANCOUVER INSIDE EMPLOYEES (FOR EMPLOYEES NOW
WORKING A 35 HOUR WEEK MONDAY THROUGH FRIDAY)




MLS
M.C.
R. Maroni
Re


1. An employee shall work a nine-day fortnight schedule **only with** the approval of his or her Division Head.
2. A work week shall consist either of 4 work days not necessarily consecutive, and 3 days off, two of which shall be Saturday and Sunday, or of 5 working days, Monday through Friday inclusive, in accordance with the attached Schedule.
3. In those weeks during which a Statutory Holiday occurs, the third day off (i.e. the day other than Saturday or Sunday) shall be the day on which the Statutory Holiday is observed.
4. In 1976 Christmas Day shall be observed on Friday, December 24th and Boxing Day on Monday, December 27th and in 1977 Christmas Day shall be observed on Friday, December 23rd and Boxing Day on Monday, December 26th.
5. The length of the work day shall be 7 hours and 25 minutes inclusive of two ten-minute rest periods and exclusive of a 45 minute lunch break.
6. The work day shall commence at 8:45 a.m. and end at 4:55 p.m. for nine-day fortnight schedule. For those on regular five day schedule, 8:45 a.m. - 4:30 p.m. inclusive of two ten minute rest periods and exclusive of a 45 minute lunch break.
7. For the purposes of Clause 7(a) (i) of the 1975-76 Collective Agreement between the Park Board and the V.M.R.E.U. "normal working hours" shall be considered to be 7 hours and 25 minutes, inclusive of two ten-minute coffee breaks and exclusive of a 45 minute lunch break in any one day and a "normal work week" shall be one week (4 days) 29 hours 40. minutes, one week (5 days) 37 hours, 5 minutes.
8. For the purposes of Clause 7(a) (ii) of the aforesaid Collective Agreement, "first scheduled rest day" shall be interpreted to be Saturday and "second scheduled rest day" shall be interpreted to be Sunday. Overtime payment on any other scheduled rest day shall be governed by the provisions of Clause 7 (a) (i).
9. Annual vacation entitlement under Clause 8.1 of the aforesaid Collective Agreement shall be expressed in terms of "working hours" rather than "working days", with an entitlement of one "working day" under the Agreement equalling 7 working hours. For example, under Clause 8.1(d), the 1976 entitlement during the second up to and including the ninth calendar year of service shall be expressed as 105 working hours rather than 15 working days. Likewise, the amount of annual leave taken shall be calculated in terms of working hours with an absence of one actual working day equalling 7 hours and 25 minutes. Present outstanding balance of vacation deferred from previous years and 1976 vacation already taken shall be converted to hours on the above basis.
10. Likewise, under Clause 8.1(k) of the aforesaid Collective Agreement "one (1) week" of annual vacation shall equal 33 hours and 23 minutes.
11. Credits and deductions under Personnel Regulations 95, 'Gratuity Plan' and 225 'Sick Benefits' shall be expressed in terms of working hours rather than working days. Existing credit balances of sick leave entitlement and Gratuity Days shall be converted from working days to working hours on the basis that one working day equals 7 working hours. Future credits shall be calculated on the same basis, with

the result that sick leave shall be credited at the rate of 70 hours per 6 month period, and maximum annual Gratuity Day accumulation shall be 21 hours. Deductions from each account shall be made on the basis that each day of absence equals 7 working hours and 25 minutes.

12. Notwithstanding Clause 5 of the aforesaid Collective Agreement, an employee shall not receive pay for acting senior capacity where he has been temporarily required to accept the responsibility and carry out the duties of a senior position because of the absence of the incumbent due to the nine day fortnight work schedule
13. It is understood and agreed that no requests for re-classification which are based on reasons connected with the nine-day fortnight work schedule will be processed without the mutual consent of the Park Board and the Union.
14. The nine-day fortnight work schedule shall commence on Monday, August 16, 1976, and terminate on December 31, 1977, but shall be subject to extension beyond that date by the mutual agreement of the Park Board and the V.M.R.E.U. The period from August 16, 1976, to December 31, 1976, shall be considered a trial period. At any time subsequent to December 31, 1976, either the Park Board or the V.M.R.E.U. may request in writing that the work schedule revert to that which was in effect prior to August 16, 1976, and such reversion shall occur no later than 30 days after receipt of such request by either party.

Approved by V.M.R.E.U. on Aug. 10
Applies only to about 30 employees in the
Park Board main office. *D.T.T.*


Stuart Lefeaux, P. Eng.,
Superintendent of Parks
and Recreation.


R.C. Ross,
Vancouver Municipal & Regional
Employees' Union.

CALCULATION OF WORKING HOURS PER DAY

1827 working hours per year (existing 5 day work week schedule)
 less 77 statutory holiday hours (7 hours x 11 statutory holidays)
 1750 working hours per year (proposed nine-day fortnight
 schedule)

234 working days per year (26 x 5 days/week
 26 x 4 days/week)

7.48 working hours per day (1750 hours ÷ 234 days)

or 7 hours and 28.8 minutes per working day

less 2.2 minutes per day (20 minute rest break on scheduled
 day off ÷ 9 working days)

= 7 hours and 25 minutes per working day

VACATION ENTITLEMENT CALCULATIONS

<u>Existing Schedule</u>	<u>Conversion</u>	<u>Proposed Schedule</u>
10 days	10 x 7 ÷ 7.416 = 9.439 days	9 days, 3.2 hour
15 days	15 x 7 ÷ 7.416 = 14.159 days	14 days, 1.2 hour
20 days	20 x 7 ÷ 7.416 = 18.878 days	18 days, 6.5 hour
25 days	25 x 7 ÷ 7.416 = 23.598 days	23 days, 4.4 hour

9 Day Fortnite Schedules

HOURS: 8:45 AM TO 4:55 P.M.

LUNCH: 45 MINUTES

WORK DAY: 7 hrs. 25 min.

WORKING DAYS: 89

12th

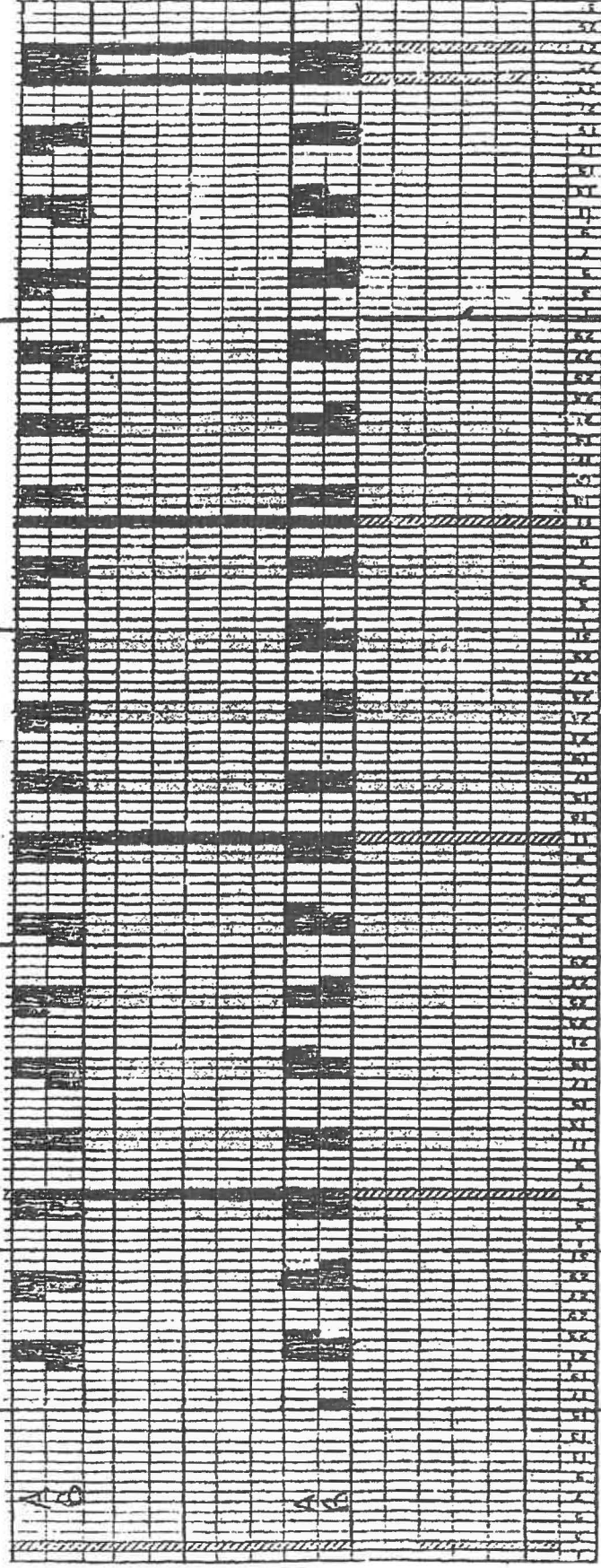
AUGUST

SEPTEMBER

OCTOBER

NOVEMBER

DECEMBER



FRIDAY

MONDAY

CITY ENGINEERING DEPARTMENT

M^B 64

LETTER OF UNDERSTANDING - FOUR DAY WEEK - ICEMAN
JANITORS AT PARK BOARD RECREATION COMPLEXES

1. An employee shall work a four day week only with the approval of the Superintendent of Parks and Recreation.
2. The work week shall consist of four (4) consecutive work days and three (3) consecutive days off except that in those weeks during which a statutory holiday occurs, the employee shall be entitled to the statutory holiday in addition to his/her regular scheduled days off. In those instances where a statutory holiday occurs on an employee's scheduled day off, the employee shall be entitled to a day off in lieu, which shall be taken at a time mutually agreeable between the employee and the employee's immediate supervisor and as soon as possible after the statutory holiday.
3. The length of the work day shall be nine hours and 24 minutes inclusive of two ten (10) minute rest periods and exclusive of a 36 minute meal period.
4. The employees shall work alternate shifts on a rotating basis as scheduled by their immediate supervisor provided that all employees shall, as much as possible, be scheduled to work an equal number of days on each shift in a calendar year or as mutually agreed to by all employees and their immediate supervisor.
5. For the purposes of Clause 7(a) (i) of the 1978 Collective Agreement between the Board of Parks and Recreation and the V.M.R.E.U., 'normal working hours' shall be considered to be 9 hours and 24 minutes inclusive of two ten (10) minute coffee breaks and exclusive of a 36 minute meal period in any one day and a 'normal work week' shall be made up of four consecutive work days (37.6 hours).
6. For the purposes of Clause 7(a) (ii) of the aforesaid Collective Agreement, 'first scheduled day' and 'second scheduled rest day' shall be interpreted to be the first and second of the employees three consecutive days off. Overtime payment on any other scheduled rest day shall be governed by the provisions of Clause 7(a) (i).
7. Annual vacation entitlement under Clause 8.1 of the aforesaid Collective Agreement shall be expressed in terms of 'working hours' rather than 'working days', with an entitlement of one 'working day' under the Agreement equalling 7½ hours. For example, under Clause 8.1(c), the 1978 entitlement during the second up to and including the ninth calendar year of service shall be expressed as 112.5 working hours rather than 15 working days. Likewise, the amount of annual leave taken shall be calculated in terms of working hours with the absence of one actual working day equaling 9 hours and 24 minutes. Present outstanding


385
AND REGIONAL
UNION

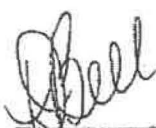
DEC 20 1988

RECEIVED

balances of vacation deferred from previous years and 1978 vacation already taken shall be converted to hours on the above basis.

8. Credits and deductions under Personnel Regulation 95, 'Gratuity Plan' and 225 'Sick Benefits' shall be expressed in terms of working hours rather than working days. Existing credit balances of sick leave entitlement and Gratuity Days shall be converted from working days to working hours on the basis that one working day equals 7½ working hours. Future credits shall be calculated on the same basis, with the result that sick leave shall be credited at the rate of 75 hours per 6 month period, and maximum annual Gratuity Day accumulation shall be 22.5 hours. Deductions from each account shall be made on the basis that each day of absence equals 9 working hours and 24 minutes.
9. Notwithstanding Clause 5 of the aforesaid Collective Agreement, an employee shall not receive pay for acting senior capacity where he or she has been temporarily required to accept the responsibilities and carry out the duties of a senior position because of the absence of the incumbent of that senior position due to the four-day week.
10. It is understood and agreed that no requests for reclassification, which are based on reasons connected with the four-day work week schedule, will be processed without the mutual consent of the Board of Parks and Recreation and the Union.
11. It is mutually understood and agreed that the objective of the calculations which are shown in the Appendix attached hereto, and which are reflected in Clauses 3, 5, 7 and 8 of this Letter of Understanding, is to accomplish the adjustment from a five-day week to a four-day week with neither any additional salary and benefit cost to the Board of Parks and Recreation nor any reduction in the salaries and benefits received by its employees.
12. The four-day week work schedule shall commence on October 1st, 1978, and terminate on December 31st, 1978, but shall be subject to extension beyond that date by the mutual agreement of the Board of Parks and Recreation and the V.M.R.E.U. At any time subsequent to December 31st, 1978, either the Board of Parks and Recreation or the V.M.R.E.U. may request in writing that the work schedule revert to that which was in effect prior to October 1st, 1978, and such reversion shall occur no later than 30 days after receipt of such request by the other party.


 Stuart Lefeaux, P. Eng.
 Superintendent
 Board of Parks & Recreation


 D. Bell
 Vancouver Municipal and
 Regional Employees' Union

APPENDIX

CALCULATION OF WORKING HOURS PER DAY

1957.5 working hours per year (existing 5-day work week schedule)
less 82.5 statutory holiday hours ($7\frac{1}{2}$ hours x 11 statutory holidays)

1875.0 working hours per year

197.8 working days per year
(52.2 weeks x 4 days per week = 208.8)
less statutory holidays 11.0

197.8

9.4793 working hours per day ($1875 \div 197.8$ days)

OR 9 hours 28.75 minutes

less 5 minutes per day (20 minute rest break on scheduled day off
 $\div 4$ working days)

= 9 hours and 23.75 minutes per working day (9.396 hours)

VACATION ENTITLEMENT CALCULATIONS

<u>Existing Schedule</u>	<u>Conversion</u>	<u>Proposed Schedule</u>
10	$10 \times 7\frac{1}{2} \div 9.4 = 7.979$	7 days 9.20 hours
15	$15 \times 7\frac{1}{2} \div 9.4 = 11.968$	11 days 9 hours
20	$20 \times 7\frac{1}{2} \div 9.4 = 15.957$	15 days 9 hours
25	$25 \times 7\frac{1}{2} \div 9.4 = 19.947$	19 days 8.90 hours

Letter of Agreement

Between: City of Vancouver (The Employer)
And: The Canadian Union of Public Employees, Local 15 (The Union)
Re: 4-Day Workweek at Carnegie Centre and the Gathering Place

1. In accordance with the 2000 Memorandum of Agreement - Residual Compressed Work Week Issues - the Parties agree that regular full-time employees working at the facilities noted above shall work a four day week with the continued approval of the General Manager of Community Services Group. Having said this, it is agreed that this compressed work week schedule shall not be cancelled during the term of the current Collective Agreement. Any contemplated cancellation, at either facility, will be discussed with the Union coincidentally with any report or recommendation made to City Council pursuant to Clause 11.7 of the City/CUPE 15 Collective Agreement. Cancellation or any negotiated change, shall not take effect until a new Collective Agreement is ratified (unless by mutual agreement between the parties to implement sooner). This will provide either party with full and proper opportunity to represent the issue/s (cancellation or other) during the collective bargaining process as they so choose.
2. The parties recognize that both facilities operate 7 days per week with nonstandard hours of operation that require staff to work evening and weekend shifts. With this in mind, the workweek shall consist of four- (4) work days not necessarily consecutive and three (3) days off, with at least two (2) of their days off in any week to be consecutive. The length of the work day shall be considered to be eight (8) hours and twenty (20) minutes (8.33 hours) inclusive of two (2) ten minute coffee breaks and exclusive of one (1) forty (40) minute unpaid meal period in any one work day. Staff may be scheduled within 7:30 a.m., and 11:15 p.m. However, the parties agree that on occasions where staff may be required to work outside of the range of hours identified above (i.e. - Christmas Eve and New Year's Eve, early morning program meetings etc.), such hours will not require the Union's consent but said hours will be paid a shift premium of 75 cents per hour, for all regular hours worked before 6:30 a.m., or after 12:15 a.m.

Work schedules will be posted in the week preceding the commencement of the new schedule (unless unusual circumstances prevent this from occurring) and will be developed in consultation with employees such that operational requirements are met and personal employee preferences/wants may be accommodated wherever practicable. It is understood that operational needs will take precedent over employee requests concerning their work schedules.

Overtime rates of pay shall apply (per Article 8 or, Schedule B in the case of TFT or Auxiliary employees or Schedule C in the case of RPT employees) to those hours worked in excess of 8.33 hours, except in situations where point number 3, 4 or 5 of this Agreement apply.

3. Where an employee is required by their supervisor or by an emergency situation (authorized by their supervisor) to work beyond their eight (8) hour and twenty (20) minute work day, overtime rates of pay (per clause 8.1 or Schedule B, Part B - B. 8.1) shall apply, with the exception of overnight Camping Trips which has been addressed separately by the parties.

Regular Full-time employees who wish to work beyond their eight (8) hour and twenty (20) minute work day in order to address issues related to program service, or overlap with other staff members, may do so without attracting overtime rates of pay provided they have sought and received authorization from their supervisor to do so. Where this occurs, employees will be compensated by taking the equivalent time off (hour for hour) on another day. Such time off will be scheduled and approved by the employee's supervisor at the time that the request to work additional hours is made barring exceptional circumstances in which case the time off must be taken within 30-days from the date upon which the additional hours were worked.

Auxiliary, Temporary Full-time and/or Regular Part-time employees who wish to work beyond eight (8) hours in a day, or 40 hours in any one week, in order to address issues related to program service, or overlap with other staff members, may do so without attracting overtime rates of pay provided they have sought and received authorization from their supervisor to do so. Where this occurs, employees will be compensated by taking the equivalent time off (hour for hour) on another day. Such time off will be scheduled and approved by the employee's supervisor at the time that the request to work additional hours is made barring exceptional circumstances in which case the time off must be taken within 30-days from the date upon which the additional hours were worked.

Where difficulties occur in making the required time off arrangements for employees identified above, final scheduling authority will rest with the facility Director to occur within the 30-day requirement.

On termination employees will be compensated for additional hours that were worked but not taken as compensating time off as follows:

- for Regular Full-time employees, any additional hours worked (but not taken off) beyond 8.33 in a day, or 33.32 in a week will be paid out at straight-time rates of pay based on their regular hourly rate.
- for Auxiliary, Temporary Full-time and/or Regular Part-time employees, additional hours worked (but not taken off) beyond 8.33 in a day or 40 hours in a week will be paid out at straight-time rates of pay based on their regular hourly rate.

4. The parties agree that employees may be required to attend up to 8 staff meetings per year. The meetings will be scheduled on days other than statutory holidays and employees on scheduled vacation will not be required to attend. Attendance at such meetings will not result in premium rates of pay (e.g. - overtime) for those employees who must come in for the meeting on their day off. Instead the

employee, in consultation with their supervisor and based on operational needs will either:

- work the entire day on which the staff meeting occurs at their regular rate of pay and reschedule their day off or,
- take the equivalent amount of time off for the time spent at the staff meeting (hour for hour) prior to or after said meeting.

Time off will be scheduled within 30 days from the date upon which the staff meeting occurs and shall be approved by the employee's supervisor. Where difficulties occur in making such time off arrangements, final scheduling authority will rest with the facility Director.

5. It is understood that Regular full-time and Temporary Full-time employees with one (1) year or more of continuous employment who are not scheduled to work on a Statutory Holiday (as defined by clause 9.3 (a) of the City/CUPE 15 Collective Agreement) are not entitled to any compensating time off in view of their compressed work week which already compensates them for Statutory Holidays throughout the year. It is understood that the parties may continue to rely on clause 9.3 (b) and (c) of the City/CUPE 15 Collective Agreement and that the following will apply to regular full-time employees and/or Temporary Full-time employees with one (1) year or more of continuous employment working statutory holidays under the following circumstances:
 - Regular Full-time employees or, Temporary Full-time employees with one (1) year or more of continuous employment who are required to work as a part of their regular schedule or who volunteer to flex their schedule in order to work a Statutory Holiday shall be paid at their normal hourly rate of pay for the hours that they work on the Statutory Holiday (based on an 8.33 hour day) and in addition, shall be given compensating time off equivalent to one half (1/2) the number of hours worked on the Statutory Holiday (based on the 7 hour work day identified for the position classification per-Schedule A). Such time off is to be scheduled and taken with the approval of the employee's supervisor immediately preceding the holiday or within 30 days of the pay period in which the Statutory Holiday occurred. Where difficulties occur in making time off arrangements, final scheduling authority will rest with the facility Director.
 - In those instances where a statutory holiday occurs on the scheduled day off of either a Regular Full-time or Temporary Full-time employee with one (1) year or more of continuous employment, and such employee is required to work an additional day (specifically their fifth day of a regular work week), the employee shall be compensated in the form of time off for all hours worked at double time (2 xs) the employee's normal rate of pay for all hours worked on the statutory holiday. Such time off is to be scheduled and taken with the approval of the employee's supervisor immediately preceding the holiday or within 30 days of the pay period in which the Statutory Holiday occurred. Where difficulties occur in making time off arrangements, final scheduling authority will rest with the facility Director. In addition, such employees will

have half (1/2) of the hours worked on the statutory holiday, up to a maximum of 3.5 hours worked, placed into their Stat Leave Bank.

With respect to scheduling employees to work on a statutory holiday that falls on their scheduled day off, it is agreed that wherever possible volunteers will be solicited first before employees will be required/directed to work. Employees that volunteer to work in this fashion will be compensated at double time (2x) the employee's normal rate of pay for all hours worked and in addition such employee will have half (1/2) of the hours worked, up to a maximum of 3.5 worked, placed into their Stat Leave Bank.

It is agreed that where a specific skill, knowledge, ability or level of experience makes it necessary to automatically require a particular employee to work on a statutory holiday that falls on their scheduled day off, that the voluntary process outlined above would not be followed.

In an effort to schedule regular full-time or temporary full-time employees with more than 1 year continuous employment to work Statutory Holidays on an equitable basis, it is agreed that in January of each year a review of all Statutory Holidays will be undertaken and arranged to achieve approximate scheduling parity. The parties agree that the review will be undertaken and completed on or by January 31st of each New Year.

It should be noted that Christmas Day, Boxing Day and New Years Day are important days of operation at both facilities. As such, employees at both facilities will be expected to work with management to ensure appropriate and sufficient staffing levels are met in order to provide required programs each of these Statutory Holidays.

It should be noted that Auxiliary, Regular Part-time and Temporary Full-time employees with less than one (1) year of continuous employment receive a percentage in lieu of Statutory Holidays.

6. Annual Vacation entitlement and all credits for Deferred Vacation, Supplementary Vacation, Sick Leave benefits and Gratuity benefits shall be converted from working days to working hours by multiplying the number of days to an employee's credit by daily working hours (based on a 7 hour work day) as per the previous 5-day work week. All deductions or debits shall be made on the basis of actual time absent such that each working day of absence shall be based on the agreed to 8.33 hour work day.
7. Notwithstanding Clause 6 of the City/CUPE 15 Collective Agreement (Pay For Acting In Senior Capacity) an employee shall not receive pay for acting in a senior capacity where he or she has been temporarily required to accept the responsibilities and carry out the duties of a senior position because of the absence of the incumbent of that senior position due to the four-day week.

- 8. It is understood and agreed that no requests for reclassification, which are based on reasons connected with the four-day work week schedule, will be processed without the mutual consent of the City and the Union.
- 9. It is mutually understood and agreed that the objective of the calculations set out in this Letter of Agreement are to accomplish the adjustment from a five-day week to a four-day week with neither any additional salary and benefit cost to the City nor any reduction in the salaries and benefits regularly received by its employees.
- 10. The parties agree that this Letter of Agreement will resolve all issues raised in Mr. Richings' letter dated October 30th, 2003 with the exception that the Employer will review the hours that employees have work between January 1, 2004 to date to determine if compensatory time is owed in cases where a Regular full-time or Temporary Full-time employee (with one (1) year or more of continuous employment) has been required to work on a statutory holiday. Such review will be based on the terms and conditions set out in point number 5 of this Agreement.
- 11. The parties agree that this Agreement will not result in the initiation of any further grievances so long as the conditions and agreements contained in this agreement are met.

[Signature]
 On behalf of the City of Vancouver

March 17/05
 Date

[Signature]
 On behalf of the CUPE Local 15

March 17/05
 Date

Letter of Agreement

Between: City of Vancouver (The Employer)
And: The Canadian Union of Public Employees, Local 15 (The Union)
Re: Non-standard Hours & Compressed Four-Day Workweek at 311 Contact Centre

It is acknowledged that the new 311 Contact Centre is a 7 day a week, 24 hour a day operation that provides a single-point-of-access phone number for non-emergency municipal government services. In order to deliver reliable, consistent citizen service and to provide a work schedule for employees which provides for work/life balance, the City of Vancouver and CUPE Local 15 agree to implement a trial compressed four day 35 hour work week.

This trial shall be in accordance with Clause 11.1 (B) Non-Standard Hours of work, Clause 11.1 (D) New or Vacant Positions and Appendix "1" of Schedule "E" Principles Governing the Conversion of Employee Fringe Benefits in Cases of Introduction or Renewal of Compressed Work Weeks.

This trial work week will be evaluated by the City by December 31, 2009. Provided the trial of this compressed work week is deemed successful by the City, the parties agree to implement the provisions contained within this Letter of Agreement on an ongoing and continuous basis, with the inclusion of the following provision with respect to cancellation of the compressed work week:

It is agreed that this compressed work week schedule shall not be cancelled during the term of the current Collective Agreement. Any contemplated cancellation shall be discussed with the Union coincidentally with any report or recommendation made to City Council pursuant to Clause 11.7 of the City/CUPE 15 Collective Agreement. Cancellation or any negotiated change, shall not take effect until a new Collective Agreement is ratified (unless by mutual agreement between the parties to implement sooner). This will provide either party with full and proper opportunity to represent the issue/s (cancellation or other) during the collective bargaining process as they so choose

This Agreement is specific to the 311 Contact Centre CSR positions and is without prejudice or precedent to other Letters of Understanding on compressed work weeks which may be reached between the parties elsewhere at the City of Vancouver or Vancouver Park Board.

Compressed Work Week

- The parties recognize that the 311 Contact Centre operates 7 days per week, 24 hours per day (365 days per year). With this in mind, the work week shall consist of four (4) work days not necessarily consecutive and three (3) days off, with at least two (2) of the days off in any week to be consecutive. The length of the workday shall be considered to be eight (8) hours and twenty (20 minutes 8.33 hours) inclusive of two (2) ten minute coffee breaks and exclusive of one (1) forty minute unpaid meal period in any one work day. The employees will actually be paid for 8.75 hours a day.

Scheduling

- Rotating work schedules shall be posted 4 weeks prior to the commencement of the new schedule (unless unusual circumstances prevent this from occurring) and will be developed with the consultation of employees such that operational requirements are met and personal employee preferences/wants may be accommodated wherever practicable. It is understood that operational needs will take precedence over employee requests concerning their work schedules.

Shift Trades

- Employees may enter into shift trade arrangements with other employees. Shift trade arrangement requests shall be submitted to the Team Manager per the established shift trade guideline a minimum of 3 days prior to the earliest shift date in order to review and approve said request. The Team Manager will approve such requests provided that operational requirements are met and there is no increase in cost to the Employer. The Employer will endeavour to ensure that employees do not work more than one additional shift as a result of shift trades in any given work week.
- As the right to shift trade creates an exception to the weekly overtime entitlement provisions in the collective agreement in the week a shift is added, the Union and the Employer both retain the right to end the practice of shift trades after discussion between the parties followed by 30 days written notice to the other party.

Overtime

- Overtime rates of pay shall apply (per Article 8.1 or Schedule B in the case of TFT or Auxiliary employees or Schedule C in the case of RPT employees) to those hours worked in excess of 8.33 hours, apart from those exceptions outlined elsewhere in this agreement.

Statutory Holidays

- It is understood that Regular full-time and Temporary full-time employee with one (1) year or more of continuous employment who are not scheduled to work on a Statutory Holiday (as defined by clause 9.3 (a) of the City/CUPE 15 Collective Agreement) are not entitled to any compensating time off in view of their compressed work week which already compensated them for Statutory Holidays throughout the year. It is understood that the parties may continue to rely on clause 9.3 (b) and (c) of the City/CUPE 15 Collective Agreement and that the following will apply to Regular full-time employees and/or Temporary full-time employees with one (1) year or more of continuous employment working statutory holidays under the following circumstances:
 - Regular full-time employees or Temporary full-time employees with one (1) year or more of continuous employment who are required, as part of their schedule, to work on a Statutory Holiday, shall be paid at their normal hourly rate of pay for the hours that they work on the Statutory Holiday (based on an 8.33 hour day) and in addition, shall be given compensating time off equivalent to one half (1/2) the number of hours worked on the Statutory Holiday. The employee shall at the time of working the public holiday, elect whether to be paid for doing so or to receive time off in lieu. Time off in lieu is to be scheduled and taken with the approval of the employee's supervisor immediately preceding the holiday or within 30 days of the pay period in which one whole day or more of Statutory Holiday time in lieu was accrued in an employee's bank. Where difficulties occur in making time off arrangements, final scheduling authority will rest with the Team Manager.
 - In those instances where a statutory holiday occurs on the scheduled day off of either a Regular full-time employee or Temporary full-time employee with one (1) year or more of continuous employment, and said employee is required to work on the statutory holiday such that the employee will work a fifth day of his/her regular work week, the employee shall be compensated in the form of time off for all hours worked at double time (2x) the employee's regular rate of pay for all hours worked on the statutory holiday. The employee shall at the time of working the public holiday, elect whether to be paid for doing so or to receive time off in lieu. Time off in lieu is to be scheduled and taken with the approval of the employee's supervisor immediately preceding the holiday or within 30 days of the pay period in which one whole day or more of the Statutory Holiday

time in lieu was accrued in an employee's bank. Where difficulties occur in making time off arrangements, final scheduling authority will rest with the Team Manager.

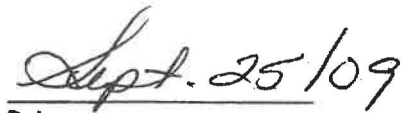
- With respect to scheduling employees to work on a statutory holiday that falls on their scheduled day off, it is agreed that wherever possible volunteers will be solicited first before employees will be required/directed to work. When assignment of employees is required, seniority will be the governing factor, beginning with the least senior to the most senior and then rotating through the list. Employees that volunteer to work in this fashion will be compensated at double time (2x) the employee's normal rate of pay for all hours worked and in addition such employee will have half (1/2) of the hours worked, up to a maximum of 3.5 hours, placed into their Stat Leave Bank.
- It is agreed that where a specific skill, knowledge, ability or level of experience makes it necessary to automatically require a particular employee to work on a statutory holiday that falls on their scheduled day off, that the voluntary process outlined above would not be followed.
- In an effort to schedule Regular full-time or Temporary full-time employees with more than one (1) year continuous employment to work Statutory Holidays on an equitable basis, it is agreed that in January of each year a review of all Statutory Holidays will be undertaken and arranged to achieve approximate scheduling parity. The parties agree that the review will be undertaken and completed on or by January 31st of each New Year.
- It should be noted that Auxiliary, Regular Part-Time and Temporary Full-Time employees with less than one (1) year of continuous employment receive a percentage in lieu of Statutory Holiday pay.

Leave Entitlements

- Annual Vacation entitlement and all credits for Deferred Vacation, Supplementary Vacation, Sick Leave benefits and Gratuity benefits shall be converted from working days to working hours by multiplying the number of days to an employee's credit by daily working hours (based on a 7 hour work day) as per the previous 5 day work week. All deductions or debits shall be made on the basis of actual time absent such that each working day of absence shall be made on the agreed to 8.33 hour work day.



On behalf of the City of Vancouver



Date



On behalf of CUPE Local 15



Date