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**EXCEPT AS SPECIFICALLY INDICATED, ALL CHANGES APPLY UPON THE DATE OF THE RATIFICATION, WHICH IS THE DATE BOTH PARTIES HAVE RATIFIED THE SETTLEMENT.**

Unless otherwise noted:

- Changes apply to all Common Employer agreements.
- Explanatory notes in italics are intended for context.

It is intended that all Union and Employer proposals not addressed in the Memorandum of Settlement are withdrawn.

**1. Clauses 2, 5 & Schedule A - Term of the Agreement and Remuneration**

<b>Collective Agreements</b>	City	✓	Parks	✓	Brit	✓	RayCam	✓
<b>Employee Statuses</b>	RFT	✓	RPT	✓	TFT	✓	Aux	✓

*The Parties agree to a term of the collective agreement extending for two years from January 1, 2023 to December 31, 2024.*

**TERM OF THE AGREEMENT**

This Agreement shall be for a term of **two (2)** ~~four (4)~~ years with effect from ~~2023~~ 2012 January 01 to ~~2024~~ 2015 December 31, both dates inclusive. Should either party at any time within four months immediately preceding the date of expiry of this Agreement by written notice require the other party to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code, this Agreement shall continue in full force and effect, and neither party shall make any change or alter the terms of this Agreement until:

.....

*The Employers propose general wage increases as set out below.*

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

- January 1, 2023 4.5%
- January 1, 2024 4.0%

**2. Remuneration – One Time Lump Sum Retention Payment**

The Employer shall provide employees who remain active employees as of January 11, 2024 a one-time lump sum Retention Payment equal to three and half percent (3.5%) of all regular straight time wages earned in the 2022 calendar year. The Retention Payment will be made as soon as practicable following January 11, 2024.

### 3. Remuneration – One Time Lump Sum Recognition Payment

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The Employer shall provide employees who remain active employees as of November 16, 2023, a one-time lump sum Recognition Payment equal to one percent (1.0%) of all regular straight time wages earned in 2023 up to and including November 16, 2023.

### 4. Clause 5.4 - Effective Date for Individual Adjustments

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Collective Agreements	City	✓	Parks	✓	Brit	✓	RayCam	✓
Employee Statuses	RFT	✓	RPT	✓	TFT	✓	Aux	N/A

#### 5.4 Effective Date for Individual Adjustments

Individual pay adjustments arising from periodic increments, reclassifications, re-evaluations and promotions (but not for acting in a higher capacity) are to commence at the beginning of the bi-weekly pay period the first day of which is nearest the calendar date of the pay adjustment. This clause is not intended to interfere with the provisions of Clause 6.

Where a reclassification results in an increase to the pay grade, and where an incumbent is below Step 5 of the pay grade scale, the increment date shall remain unchanged.

**5. Clause 9.1 – Vacations**

<b>Collective Agreements</b>	City	✓	Parks	✓	Brit	✓	RayCam	✓
<b>Employee Statuses</b>	RFT	✓	RPT	N/A	TFT	N/A	Aux	N/A

....

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

**6. Clause 9.3 – Public Holidays**

<b>Collective Agreements</b>	City	✓	Parks	✓	Brit	✓	RayCam	✓
<b>Employee Statuses</b>	RFT	✓	RPT	N/A	TFT	N/A	Aux	N/A

*The Parties agree to add National Day for Truth and Reconciliation to the list of public holidays to reflect the recent amendments to the Employment Standards Act.*

**9.3 Public Holidays**

(a) Regular Full-Time Employees shall be entitled to a holiday with pay on the following public holidays:

- |                      |   |
|----------------------|---|
| New Year's Day       | Labour Day  |
| Family Day           | <b><u>National Day for Truth and Reconciliation</u></b> |
| Good Friday          | Thanksgiving Day  |
| Easter Monday        | Remembrance Day   |
| Victoria Day         | Christmas Day   |
| Canada Day           | Boxing Day  |
| British Columbia Day |   |

and any other day appointed by City Council to be a civic holiday.

*The parties agree to canvass options for cost neutral approaches to reflect different and cultural and/or religious beliefs in relation to public holidays and to have a meeting during the term of the collective agreement to share findings.*

## 7. Clause 10.2 - Medical Coverage

<b>Collective Agreements</b>	City	✓	Parks	✓	Brit	✓	RayCam	✓
<b>Employee Statuses</b>	RFT	✓	RPT	✓	TFT	N/A	Aux	N/A

*In response to the Union's proposal regarding clause 10.2, the Employers propose the following to be effective the first of the month, following one full calendar month after the Parties' ratification of the collective agreement.*

### 10.2 Medical Coverage

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#### (b) Extended Health Care Plan (EHC)

Effective the first day of the month following the date of hire, employees shall be entitled to be insured under the Extended Health Care Plan. The provision of the benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits, coverage for:

- (1) Eye exams to a maximum payable of ~~\$400.00~~ **\$125.00** per person per twenty-four (24) month period;
- (2) Vision care including coverage for laser eye surgery to a maximum payable of ~~\$450.00~~ **\$650.00** per person per twenty-four (24) month period;
- (3) Hearing aids to a maximum payable of \$700.00 in a sixty (60) month period;
- (4) Orthopedic shoes to a maximum payable of \$400.00 for adults/\$200.00 for children in a calendar year and orthotics to a maximum payable of \$300.00 every five (5) years;
- (5) Diabetic equipment and supplies;
- (6) ostomy supplies; and
- (7) clinical psychologist services **to a maximum payable of \$1,350.00 per calendar year** (~~\$600~~);
- (8) Chiropractor and naturopath services to a combined maximum of \$500.00 per calendar year; physiotherapist and massage practitioner services to a combined maximum of ~~\$600.00~~ **\$800.00** per calendar year; podiatrist services to a maximum of \$350.00 per calendar year; acupuncture treatments to a maximum of \$250.00 per calendar year; and speech language pathologist services to a maximum of \$100.00 per calendar year;

**(9) In vitro fertilization treatment to a lifetime maximum per person of \$3,000.00**

**(10)** In cases where an eligible drug can be substituted with an available generic drug, the Extended Health Care Plan shall reimburse the price of the lower cost generic drug, unless the physician indicates “no substitutions” on the prescription;

**(11)** Dispensing fees will be eligible for reimbursement in accordance with the terms of the Plan, up to the maximum dispensing fee per prescription eligible for reimbursement under the British Columbia PharmaCare program.

The EHC lifetime maximum coverage under this Plan will be ~~\$1,000,000~~ **\$2,000,000** per person. The Plan has an annual deductible of \$100.00.

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

## 8. NEW – Long Term Disability Letter of Understanding

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<b>Collective Agreements</b>	City	✓	Parks	✓	Brit	✓	RayCam	✓
<b>Employee Statuses</b>	RFT	✓	RPT	✓	TFT	N/A	Aux	N/A

### Letter of Understanding

#### Long Term Disability Plan Feasibility

The Employer and the Union hereby agree to establish a Joint Committee comprising of up to three representatives of each side to explore the feasibility of a Long-Term Disability Plan for Regular employees within the existing total rewards package of CUPE 15 members.

The Employer will endeavour to provide internal information reasonably necessary to the Committee in order for it to fulfill its mandate, subject to commercial obligations and the Freedom of Information and Protection of Privacy Act.

#### Term of the Agreement

The Committee will endeavour to develop a recommended option or options within the term of the collective agreement.

It is understood that the final approval of any option is contingent on the mutual agreement of both the Employer and the Union.

**9. Clause 10.6 C – Family Illness**

<b>Collective Agreements</b>	City	✓	Parks	✓	Brit	✓	RayCam	✓
<b>Employee Statuses</b>	RFT	✓	RPT	✓	TFT	N/A	Aux	N/A

**10.6 C Family Illness**

Where no one other than the employee can provide for the needs of an immediate member of the employee's family (spouse, child, parent) during an illness or the immediate family member is hospitalized and remains in hospital, an employee shall be entitled, after notifying the employee's immediate Supervisor, to use up three (3) accumulated sick leave days per calendar year for this purpose. In exceptional circumstances the employee's Manager may approve additional leave.

In order to comply with the requirements regarding eligibility for Employment Insurance rebates, only those employees who have more than twelve (12) days' sick leave credits are entitled to use sick leave for family illness as outlined herein.

## 10. Clause 10.8 – Compassionate Leave

<b>Collective Agreements</b>	City	✓	Parks	✓	Brit	✓	RayCam	✓
<b>Employee Statuses</b>	RFT	✓	RPT	N/A	TFT	N/A	Aux	N/A

### 10.8 Compassionate Leave

- (a) In the event of the death of an employee's spouse (including common-law spouse and same sex partner), child, ward, foster child, brother, sister, parent, parent-in-law, grandparent, grandchild, guardian, **Tribal family member** or other relative if living in the employee's household, the employee shall be granted a period of leave not to exceed three (3) working days without loss of pay. ~~For purposes of Compassionate Leave, employees in same sex relationships as defined under Clause 10.5 shall be entitled to the provisions of this clause.~~
- (b) Any employee who qualifies for compassionate leave without loss of pay under Clause 10.8(a), and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Fraser Valley Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Requests for leave under Clauses 10.8(a) and 10.8(b) shall be submitted to the employee's General Manager or designate who will determine and approve the number of days required in each case.

## 11. Clause 10.10 – General Leave

<b>Collective Agreements</b>	City	✓	Parks	✓	Brit	✓	RayCam	✓
<b>Employee Statuses</b>	RFT	✓	RPT	✓	TFT	N/A	Aux	N/A

### 10.10 General Leave of Absence

- (a) Requests by employees for leaves of absence without pay for up to one (1) year may be granted at the discretion of the Employer and providing the employee can be spared without materially affecting the operation of the employee's work area.

Requests by employees for leaves of absence without pay for up to one (1) year for the purpose of attending an educational institution for training and/or development in areas directly relevant/applicable to the duties of the employee's current position or another specified position at the City shall be granted at the discretion of the Employer and providing the employee can be spared without materially affecting the operation of the employee's work area. Employees making such a request will be required to show proof of acceptance and registration into a bona fide educational institution.

Employees returning from leaves of absence are entitled to return to their previous position or one of comparable value.

- (f) Election Leave

Where an employee is a candidate in a federal or provincial election or an election for a municipal council or a related board they shall be granted, upon written application, leave of absence without pay for the purpose of campaigning for such election ~~and for the duration of their first term in office if elected.~~

When an employee is elected to a government public office outside the City of Vancouver or Vancouver Park Board, the employee may be granted leave of absence without pay for a period of up to one year, and such leave may be extended each year on request during the employee's first term of office. If the employee is elected to office with the City of Vancouver or Vancouver Park Board, the employee will resign.

Employees returning from a leave of absence following an election campaign shall return to their previous position. Employees returning from a leave of absence following their first term in office shall return to any vacancy at or below their previous pay grade for which they are qualified. Paragraphs (b), (d) and (e) above shall apply to such leaves.

## 12. New Clause 10.14 – Indigenous Spiritual or Ceremonial Leave

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<b>Collective Agreements</b>	City	✓	Parks	✓	Brit	✓	RayCam	✓
<b>Employee Statuses</b>	RFT	✓	RPT	N/A	TFT	N/A	Aux	N/A

### 10.14 Indigenous Spiritual or Ceremonial Leave

Where an employee applies to attend, as a responsibility or obligation, an Indigenous spiritual/ceremonial event, the Employer will grant the leave. The employee will identify in writing the spiritual/ceremonial event, the customary practice involved, the employee's role in the event, and the duration of the event.

The first day of up to three (3) separate leaves per year shall be paid. Any unpaid time may be addressed by accessing earned banks, vacation or leave without pay.

### 13. Clause 11.2 & Schedule “B” – Posting Positions

Collective Agreements	City	✓	Parks	✓	Brit	✓	RayCam	✓
Employee Statuses	RFT	✓	RPT	✓	TFT	✓	Aux	N/A

#### 11.2 Posting Positions and Filling Vacancies

(a) Posting

(1) The Employer agrees that, before:

- (i) permanently filling any vacant Regular Full-Time or Regular Part-Time positions, or
- (ii) filling a Regular Full-Time or Regular Part-Time position which has become temporarily unoccupied due to a maternity leave, or
- (iii) filling Temporary Full-Time positions or encumbered but temporarily unoccupied regular positions or Acting Assignments which are expected to exceed five (5) months in duration;

such positions shall be posted for at least seven (7) ~~ten (10)~~ calendar on the Employer's website days in such conspicuous places as may be designated by the Employer at work sites of the Employment Pool, provided, however, that nothing in this provision shall require the Employer to fill positions that are vacant or temporarily unencumbered.

(2) Where a position has been posted pursuant to 11.2(a), should subsequent position(s) for the same classification arise in the same department within 90 calendar days of the closing date of the original posting, the Employer will have the discretion to offer the subsequent position(s) to the next highest ranked qualified applicant(s) from the original posting without posting the new position(s). This clause does not restrict nor limit the Employer's right to post subsequent positions.

...

(c) Temporary Positions

(1) ~~Subject to 11.2(c)(2),~~ Where a Regular Full-Time Employee is appointed to a temporary position, **the employee shall be returned, without loss of seniority, when the temporary work is completed to the employee's most recent former Regular Full Time position if it still exists and it is less than two (2) years from when the employee last occupied the former position. If the former position no longer exists or it is two (2) years or more since the employee last occupied the former position the employee will be placed into a** position of equal value to the employee's former position or pursuant to 11.2(c)(2), if applicable.

....

(f) Posting Information

All notices of vacancies posted pursuant to this clause shall contain the following Information:

(1) Classification title and nature of position;

Schedule "B"

B. 11.2 Posting Positions and Filling Vacancies

B. 11.2(a) Before filling any vacant temporary position which is expected to exceed five (5) months in duration, notice of such vacancy shall be posted for at least seven (7) ~~ten (10) days on the Employer's website in such conspicuous places as may be designated by the Employer at work sites of the Employment Pool.~~

#### **14. Letter Regarding Access to Internal Posting**

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DATE

Mr. Warren Williams  
President – CUPE Local 15  
545 W 10<sup>th</sup> Avenue  
Vancouver, BC V5T 2A3

Dear Warren:

**RE: CUPE 15 Access to Internal Postings**

I am writing you to confirm certain commitments arising from discussions between the parties.

Specifically, I will direct that CUPE 15 Staff Representatives be given access to the City and Park Board internal postings webpage for the duration of the collective agreement.

Yours truly,

Andrew Naklicki  
Chief Human Resources Officer

**15. Clause 11.3 – Transfers**

<b>Collective Agreements</b>	City	✓	Parks	✓	Brit	✓	RayCam	✓
<b>Employee Statuses</b>	RFT	✓	RPT	✓	TFT	N/A	Aux	N/A

**11.3 Promotions, Transfers and Demotions**

- (f) If a position becomes vacant, an employee of the same Department with the same classification as the vacant position may be transferred into the vacant position without it being posted. The position subsequently becoming vacant would be posted and filled in accordance with Clause 11.2(h). Transfers under this provision shall be subject to the grievance procedure.
- ~~(g) — Transfers between Departments will be posted and filled in the usual manner.~~
- ~~(h)~~ **(g)** In the situation where a vacancy does not exist but where it is desirable to switch or rotate employees of the same classification from one position to another within a Department, the following procedure will apply: The General Manager or designate shall discuss the proposed transfer with the employees involved and shall have the authority to effect the transfer without the positions being posted. If in the event that the employees concerned feel that such a transfer would result in some form of inequity or prejudicial treatment, the grievance procedure as set out in Clause 15 may be initiated.

**16. Clause 11.12 – Reclassifications of Positions and Classification of New Position**

<b>Collective Agreements</b>	City	✓	Parks	✓	Brit	N/A	RayCam	N/A
<b>Employee Statuses</b>	RFT	✓	RPT	✓	TFT	N/A	Aux	N/A

**11.12 (a) Origin of Requests for Reclassification**

Requests for reclassification may come from General Managers or designates, employees or the Union.

## 17. Clause 17 & Schedule G – Employment Equity

Collective Agreements	City	✓	Parks	✓	Brit	✓	RayCam	✓
Employee Statuses	RFT	✓	RPT	✓	TFT	✓	Aux	✓

### 17. EMPLOYMENT EQUITY

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

Note: see also Schedule "G".

### SCHEDULE "G"

This is Schedule "G" referred to in Clause 23 of this Agreement

### EMPLOYMENT EQUITY

- A. The Employer and the Union agree to indicate their support of Employment Equity by agreeing to the following:
- (1) The Employer will provide, subject to budgetary restrictions, training on diversity, equity, inclusion and reconciliation ~~multicultural awareness training~~ to departments on an as-requested basis.
  - (2) The Union agrees to support Employment Equity programs ~~such as Literacy Training~~, including financial support.
  - (3) The Union agrees to support employees learning on diversity, equity, inclusion and reconciliation, including reinforcing key messages when possible.
  - (4) The Employer and the Union agree with such on-going concepts as outreach into Indigenous, immigrant and other communities that may be under-represented in the workforce. ~~the Native Outreach and Placement Programs.~~
  - (5) The Employer and the Union agree, as part of a rehabilitative program in conjunction with CUPE Local 1004, to discuss retraining options, alternate employment opportunities, waiving of seniority and posting requirements, and

crossing jurisdictional boundaries for employees who are unable to perform their jobs as a result of becoming "persons with disabilities".

B. Employment Equity Committee

The Employer, CUPE Local 15 and CUPE Local 1004 agree to ~~establish~~ participate in a committee to review matters related to Employment Equity including, but not limited to, the review of specific job classes which are under-represented by women, gender-diverse people, Indigenous and racialized people, visible minorities, First Nations people, and persons with disabilities. Where there is mutual agreement, such under-represented positions may be posted externally and internally at the same time.

**18. Clause 21 - Harassment**

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<b>Collective Agreements</b>	City	✓	Parks	✓	Brit	✓	RayCam	✓
<b>Employee Statuses</b>	RFT	✓	RPT	✓	TFT	✓	Aux	✓

21. HARASSMENT

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

**19. Schedule A – footnote u**

<b>Collective Agreements</b>	City	✓	Parks	✓	Brit	✓	RayCam	✓
<b>Employee Statuses</b>	RFT	✓	RPT	✓	TFT	✓	Aux	✓

Employees who are required by the Employer to perform first aid duties in addition to their normal duties and who hold a valid Workers' Compensation Board Occupational Health and Safety First Aid Certificate shall be paid a premium in accordance with the certificate required by the Employer as follows. At the Employer's option, payment will be either hourly or monthly, as follows:

	<del>Full-Time Employees</del>	<del>Regular Part-Time &amp; Auxiliary Employees</del>
OFA Level II	\$125 <b>\$150</b> per month or	80 <b>90¢</b> per hour
OFA Level III	\$445 <b>\$175</b> per month or	95¢ <b>\$1.00</b> per hour

The Employer will pay course fees, including recertification course fees, for the OFA Level II and/or III course for employees who are required to have such certification.

**20. Schedule B –Part B B.6**

<b>Collective Agreements</b>	City	✓	Parks	✓	Brit	✓	RayCam	✓
<b>Employee Statuses</b>	RFT	N/A	RPT	N/A	TFT	N/A	Aux	✓

*In response to the Union's proposal regarding complimentary classifications, the Employers are agreeable to including the agreed upon list of complimentary classifications into the appropriate schedule of the collective agreement as an appendix to the schedule subject to agreement on related language that captures what was agreed to in the 2016 Memorandum of Settlement including:*

- *City and/or Park Board: Where a classification exists in both the City and Park Board collective agreements, the classes are complementary across both these agreements only.*
- *Ray-Cam: Complementary classes added are only complementary within the RayCam collective agreement.*
- *Britannia: Complementary classes added are only complementary within the Britannia collective agreement.*

**21. New Letter of Understanding – Auxiliary Employee Conversion Review**

<b>Collective Agreements</b>	City	✓	Parks	✓	Brit	✗	RayCam	✗
<b>Employee Statuses</b>	RFT	✗	RPT	✗	TFT	✗	Aux	✓

*In response to the Union’s proposal regarding an Auxiliary Employee Conversion review, the Parties agree to the following LOU.*

A Joint Committee consisting of not more than three (3) representatives from the Employer and the Union will be established to discuss the applications of the Employee Definitions with a view to converting, where appropriate, auxiliary hours to either Regular Full-Time or Regular Part-Time positions in the areas of:

- a. Building Workers within Park Board and Real Estate, Environment and Facilities Management; and
- b. Security Attendants within City Protective Services.

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

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

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

The Joint Committee will then make its report to the General Manager, Human Resource Services within the term of the collective agreement.

## 22. Letter of Understanding – Changes to Hours of Work

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Collective Agreements	City	✓	Parks	✓	Brit	✓	RayCam	✗
Employee Statuses	RFT	✓	RPT	✗	TFT	✗	Aux	✗

### LETTER OF UNDERSTANDING

This is a Letter of Understanding referred to in Clause 23 of this Agreement

### CHANGES TO HOURS OF WORK

Where the Employer wishes to change the hours of work (which includes work week), of an employee or a position, in a manner not already provided for within the terms of the Collective Agreement or as otherwise agreed by the parties, the following shall apply:

A. Informal Adjustment of Hours by Mutual Consent

A supervisor and an employee may, by mutual consent, at the written request of either party, agree to vary the employee's hours of work, for such fixed period as the parties may agree or in the absence of such fixed period, for as long as both parties continue to consent. Such variation in the hours of work shall not establish a precedent. Employees will not be eligible for additional premiums provided for in the Collective Agreement for working outside normal hours if the change is initiated by the employee. If any informal arrangements extend beyond nine (9) ~~six (6)~~ months, the Union will be notified and if the Union objects the informal arrangement will be discontinued.

## 23. Clause 11.6 Recall and Letter of Understanding – Layoff and Recall

Collective Agreements	City	✓	Parks	✓	Brit	✓	RayCam	✓
Employee Statuses	RFT	✓	RPT	✓	TFT	N/A	Aux	N/A

### 11.6 Recall

The provisions of this Clause are amended by the Letter of Understanding - Layoff and Recall attached to this Agreement.

In recalling employees (other than probationary employees) who have been laid off, the following terms and conditions shall apply:

- (a) ~~the employees must be qualified to perform the work made available to them;~~ Opportunities for recall will be posted electronically for a period of at least seven (7) days and employees eligible for recall who are interested in being recalled may apply during those seven (7) days.
- (b) No new employees **within the subject classification** shall be hired following a lay-off until those employees who were laid off have been given a reasonable opportunity of recall ~~as follows: Employees who apply respond and are qualified and able to perform duties of the position shall be recalled in order of their seniority.~~
- ~~(1) the Employer shall make every reasonable attempt to contact the employees in order of their seniority in the Employment Pool and the employees shall be recalled by the Employer in such order provided that they respond within forty eight (48) hours of the initial attempt of the Employer to contact them;~~
- ~~(2) upon making contact with an employee, the Employer shall specify the time when the employee shall report for work;~~
- ~~(3) an employee who does not respond within forty eight (48) hours of the initial attempt of the Employer to make contact, or who refuses to report for work shall be placed at the bottom of the list of employees eligible for recall under this clause notwithstanding the employee's seniority in the Employment Pool;~~
- (c) ~~(4) an employee notified to return to work shall report at the time and place specified by the Employer for so doing or, in extenuating circumstances, within such extended period of time not exceeding fourteen (14) days from the date of~~

the initial attempt of the Employer to make contact as the General Manager, Human Resource Services Chief Human Resources Officer may approve, which approval shall not be unreasonably withheld;

- (d) ~~(5)~~ it shall be the responsibility of all employees who have been laid off and wish to be recalled by the Employer to keep the ~~General Manager, Human Resource Services~~ Chief Human Resources Officer or designate informed of their respective current addresses, email address and telephone numbers. The Employer shall be considered to have fulfilled its obligations to recall an employee eligible for recall under this clause by attempting to contact the employee at the employee's last known address and/or email address on the Employer's records;
- (e) ~~(6)~~ an employee who is laid off and is eligible for recall under this clause shall remain on the recall list for a maximum of six (6) months.
- (f) ~~(7)~~ The offer of temporary and/or auxiliary assignments to Regular Full-Time and Regular Part-Time Employees with seniority who have been laid off shall not be considered a recall. An employee who accepts such temporary and/or auxiliary work shall not receive a further layoff notice at the conclusion of such work. Employees who decline such work will not be considered to have refused a recall.

## LETTER OF UNDERSTANDING

This is a Letter of Understanding referred to in Clause 23 of this Agreement

### LAYOFF AND RECALL

The Employer and the Union agree to amend the Layoff and Recall provisions of the Collective Agreement (Clauses 11.5 and 6) to include the following, effective 1997 August 26. All remaining provisions of the Collective Agreement remain in full force and effect. It is recognized these provisions apply only to Regular Full-Time Employees and, effective 2000 November 21, Regular Part-Time Employees.

#### 1. Definition

“Service Group” means:

- Parks
- Community Services, i.e. Planning, Permits and Licences, Social Planning and Housing
- Engineering
- Corporate Services, i.e. Finance, Information Technology, Building Management, Real Estate, Facilities Development and Risk and Emergency Management
- Fire
- Human Resources
- Civic Theatres
- City Clerk
- Law
- Ray-Cam
- Britannia

#### 2. Notice

Employees who are impacted by a permanent reduction in the workforce will be provided with not less than thirty (30) calendar days written notice of such fact.

Where the Employer determines that two (2) or more employees within the same classification and work group are performing substantially similar work and where the Employer intends to issue layoff notice to one or more employees within that group, layoff notices will be issued in reverse order of seniority provided the remaining employees have the qualifications and ability to perform any required work.

#### 3. Process

- (a) If there is a vacant Regular Full Time position at the employee's current pay grade in the employee's Service Group or Employer-wide for which the Employer deems the employee qualified, the Employer may, at its discretion, place the employee in that position, without posting. If there is no vacant Regular Full Time position at the employee's current pay grade in the employee's Service Group or Employer-wide for which the Employer deems the employee qualified, the Employer may, at its discretion, place the employee in a vacant temporary position at the employee's current pay grade in the employee's Service Group or Employer-wide for which the Employer deems the employee qualified, without posting. If the employee does not wish to be so placed, they may elect to be placed on the recall list or request a buyout of their recall rights.
- (b) If the employee is not placed in accordance with (a), then within fourteen (14) calendar days of receipt of notice, the employee shall elect to bump, to be placed on the recall list or request a buyout of their recall rights.
- (c) Where the Employer elects to provide notice in excess of thirty (30) calendar days, the Employer will have the discretion to extend the fourteen (14) calendar day period under (b) for some or all of the excess notice period.
- (d) An employee who elects to bump may:
- (1) elect to be placed in a vacant Regular Full time position of the same class Employer-wide; ~~or then~~
  - (2) elect to be placed in a vacant temporary position of the same class Employer-wide; then
  - (3) bump the least senior Regular Full Time employee in their classification in their Service Group or Employer-wide; ~~or then~~
  - (4) bump the least senior temporary employee in their classification in their Service Group or Employer-wide; ~~or then~~
  - (5) bump the least senior Regular Full Time employee in any classification in their Service Group or Employer-wide at their current pay grade; ~~or then~~
  - (6) bump the least senior Regular Full Time employee in a lower pay grade in their Service Group or Employer-wide; ~~or then~~
  - (7) elect to be placed in a vacant position at a lower pay grade Employer-wide.

Employees placed in a temporary position under this clause whose temporary position will be returned to the beginning of the process set out in clause 3 without the need for further layoff notice. Employees may only elect to be placed and/or bump into a temporary position once under this clause.

If employees are not qualified to bump the least senior employee above, they may bump the next least senior employee, etc., until they find a position for which they are qualified.

- (e) An employee who has not been placed in accordance with (a) and who has exhausted their bumping rights under (b), or who elects not to exercise those rights, shall be placed on the Recall List.
- (f) In all cases, where an employee is placed or bumps into another position, the employee must be qualified to perform the work of the new position. Where an employee requires a reasonable period of familiarization, not exceeding thirty (30) calendar days, with the routine and specific responsibilities of the new position, the requirement for such period of familiarization shall not be taken as ground to deem the employee unqualified for the position.
- (g) An assessment period of three (3) months will apply to employees in new positions to confirm their ability to perform the job. If the Employer can demonstrate that the employee has not been successful in the assessment period, it will again provide to the employee access to the process described above.
- (h) An employee has the right to have a Union Representative attend meetings with them to discuss layoff and bumping.
- (i) An employee who has successfully bumped into a lower paid classification may, within a two (2) year period after so bumping, displace an employee in their former classification who has been converted from Temporary Full-Time to Regular Full-Time status pursuant to Schedule B, Preamble or a junior Regular Full-Time employee who is entitled to rights in accordance with 11.2(c)(2).

This process is subject to the following conditions:

- (1) Where there are eligible employees under (i) above and upon written request of the Union, the Employer shall provide the Union, on a quarterly basis—a list of: Temporary Full-Time employees converted pursuant to Schedule B preamble; and Regular Full-Time employees entitled to rights in accordance with 11.2(c)(2) not more than four (4) times annually.
- (2) Within thirty (30) days of publication of the list, an employee shall notify the Employer and Union in writing of their intent to displace a listed employee in their former classification. Displacement will be subject to the employee's qualification for the selected position.
- (3) Employees converted pursuant to Schedule B preamble and displaced under this clause (i) shall not be eligible to exercise bumping rights as a regular employee, but will retain the ability to use their accumulated seniority to compete for posted vacancies pursuant to Schedule B. Part D(a).

4. Recall

- (a) The period of recall shall be extended to twelve (12) months, inclusive of temporary and auxiliary work.
- (b) Employees may continue participation in health and welfare benefits (MSP, EHB, Dental and Group Life) while on the Recall List by paying the full monthly premiums in advance.
- (c) But for placements under clause 3 above, the offer of temporary and/or auxiliary assignments to Regular Full-Time and Regular Part-Time Employees with seniority who have been laid off shall not be considered a recall. An employee who accepts such temporary and/or auxiliary work shall not receive a further layoff notice at the conclusion of such work. Employees who decline such work will not be considered to have refused a recall.

## 24. NEW LOU – Indigenous Recruitment and Retention

<b>Collective Agreements</b>	City	✓	Parks	✓	Brit	✓	RayCam	✓
<b>Employee Statuses</b>	RFT	✓	RPT	✓	TFT	✓	Aux	✓

### Letter of Understanding Indigenous Employment Opportunities

#### Whereas:

- I. The Employer recognizes that Indigenous people experience systemic barriers in employment, which results in a workforce that is underrepresented by Indigenous peoples.
- II. The Employer is working to change attitudes, create new opportunities and move the Employer forward as an inclusive and accessible workplace for Indigenous peoples. This will take partnerships across the organization and with the Union.
- III. The Employer is a City of Reconciliation and it is committed to putting in practice the City's United Nations Declaration on the Rights of Indigenous Peoples Strategy.
- IV. In this LOU, the term "Indigenous Peoples" is used to reference First Nation, Inuit and Métis peoples living in Canada.
- V. The Employer and Union recognize that one of the Calls to Action (#7) by the Truth and Reconciliation Commission of Canada is "to eliminate educational and employment gaps between Aboriginal and non-Aboriginal Canadians".
- VI. The Employer and the Union are committed to:
  - a. Increasing the representation of Indigenous people within the City of Vancouver in a range of occupations and pay levels; and
  - b. Strengthening our relationships between The City of Vancouver, the Union and First Nation governments.

#### The parties agree as follows:

1. The Employer will implement an Indigenous Hiring Process (the "IH Process") for certain positions that will be used from time to time for identified positions. The Employer will notify the Union prior to posting positions through the IH Process.

2. Factors that the Employer will consider in determining whether a position is suitable for the IH Process include but are not limited to:
  - a. whether the position has a specific set of responsibilities related to Indigenous identity e.g. Social Planning Analyst – Indigenous Relations and Reconciliation, Social Planners, Project Managers, Project Facilitator II, Indigenous Liaison;
  - b. whether the position is such where Traditional knowledge may be beneficial to the position (wildlife or land monitoring experience, knowledge of the area, community and cultural protocols) e.g. Park Ranger, Landscape Architect, Geologists;
  - c. whether the position is in an area or business unit where Indigenous peoples have historically been underrepresented and where there might be an opportunity for Indigenous employees to engage in training and upskilling;
  - d. whether the position is funded by monies/grants that that specify or are conditional upon creating positions for Indigenous peoples.
3. If the Employer applies for a Special Program Designation from the British Columbia Office of the Human Rights Commissioner, the Union agrees to provide its position consistent in the manner required by the application.
4. All postings under the IH Process will be administered pursuant to Clause 11.2(h) regardless of pay grade.
5. The postings under the IH Process will indicate that applicants must self-identify as an Indigenous People in order to be eligible to apply for the position. Applicants under the IH Process may be required to verify that they are Indigenous People.
6. The Employer commits to meeting with the Union on an agreed upon date to check-in on how this LOU is working for the parties and whether it is meeting the objectives of creating a more inclusive and accessible workplace.

## 25. Various Clauses and Schedules - Probationary Period

Collective Agreements	City	✓	Parks	✓	Brit	✓	RayCam	✓
Employee Statuses	RFT	✓	RPT	✓	TFT	✓	Aux	✓

### City and Park Board

#### 11.4 Probationary Period

(a) Except as provided for in Clause 11.4(b), new Regular Full-Time Employees shall be placed in a probationary capacity until the completion of six (6) months' service.

.... (f) ~~The Employer has the discretion to require that A Regular Full-Time or Temporary Full-Time employee must successfully complete at least three (3) months of a probationary period prior to being eligible to apply to a new position. for a period not to exceed six (6) months. If a Regular Full-Time or Temporary Full-Time employee accepts and is placed in a new position before the expiration of their probationary period the employee will be placed in a probationary capacity until the completion of six (6) months service in the new position.~~

### Britannia and Ray-Cam

#### 11.4 Probationary Period

....

(e) ~~The Employer has the discretion to require that A Regular Full-Time or Temporary Full-Time employee must successfully complete at least three (3) months of a probationary period prior to being eligible to apply to a new position. If a Regular Full-Time or Temporary Full-Time employee accepts and is placed in a new position before the expiration of their probationary period the employee will be placed in a probationary capacity until the completion of six (6) months service in the new position.~~

## All Employers

### Schedule B – Part A – Applicable Clauses

#### 11. Working Conditions

11.4..... Part B

#### B. 11.4 Probationary Period

Auxiliary and Temporary Full Time employees shall be placed in a probationary capacity until the completion of nine hundred and thirteen (913) hours worked. If an auxiliary or Temporary Full-Time employee has not completed their nine hundred and thirteen (913) hours before being accepted into a Regular Full-time or Temporary Full-time position then they will be required to serve a full probationary period upon being appointed to the Regular Full-time or Temporary Full-time position.

Auxiliary and Temporary Full Time employees who have completed their nine hundred and thirteen (913) hours will be subject to the Trial Period provisions of the Collective Agreement.

Auxiliary employees who do not successfully complete the Trial Period will return to auxiliary status provided that work exists in their former classification and work group. Temporary Full-Time employees who do not successfully complete the Trial Period will not be able to return to their previous position.

#### 12.1 Acquisition and Calculation of Seniority

(a) Employees shall acquire seniority as follows:

- (1) Regular Full-Time Employees and Regular Part-Time Employees - upon completion of six (6) calendar months of continuous service. Notwithstanding the acquisition of seniority, those employees who are required to serve twelve (12) months probation shall be required to complete their probation period before being confirmed as Regular Employees;
- (2) Auxiliary and Temporary Full-Time Employees - upon completion of nine hundred and thirteen (913) hours, ~~provided that such employees, while having seniority, shall be required to serve the normal probationary period upon acquiring a regular full-time or regular part-time position.~~

SCHEDULE "B"

PART A - APPLICABLE CLAUSES

**Amend to include: 11.3(b) Trial Period and amend part B to allow a (1) return to previous auxiliary status within the trial or probationary period for auxiliary employees only who have previously served a full probation period and (2) elect to return to previously held position.**

11.3 Promotions, Transfers and Demotions

(b) Trial Period

- (1) On promotion or transfer of a Regular Full-Time Employee to a new position, that employee shall serve a six (6) month trial period in the new position before being confirmed in the appointment. If the appointment is not confirmed, that employee shall revert to the previous position held or to a position of equal value for which the Employer deems the employee to be qualified.
- (2) The employee may elect to return to their previously held position, provided the employee gives written notification before the earlier of:
  - (i) sixty (60) calendar days after commencing work in the new position; or
  - (ii) The closing date of the first posting of their previously held position; and,

provided the previous position still exists.

PART A - APPLICABLE CLAUSES

**Amend to include:** **11.4 Probationary Period and amend part B to allow (a) upon completion of 913 hours, auxiliaries who are subsequently appointed to a regular full time position are not subject to being placed in a probationary capacity unless they have not fully completed a probation period previously.**

11.4 Probationary Period

- (a) Except as provided for in Clause 11.4(b), new Regular Full-Time Employees shall be placed in a probationary capacity until the completion of six (6) months' service.

HOUSEKEEPING 11.4 (b)

## 26. Various Compressed Work Week Letters of Understanding

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### HOUSEKEEPING

*The Parties will review the calculation of working hours per day in the following agreements and amend to capture the addition of Family Day and National Day for Truth and Reconciliation if needed: as necessary to include any additional statutory holiday in the calculation:*

- Letter of Understanding – Flexible Work Arrangement Certain Recreation Classes (Parks)
- Letter of Understanding – Four Day Week (Burrard / Heather) Marina Operators (Parks)
- Letter of Agreement – 4 day Workweek at Carnegie Centre and the Gathering Place (City)
- ~~Letter of Agreement – 4 day Workweek at Evelyn Saller Centre (City)~~
- Letter of Agreement – Non-standard Hours & Compressed Workweek at 311 Contact Centre (City)
- ~~Others as determined~~

~~and include these letters in the relevant collective agreement.~~

**27. Clause 10.2(a) – Medical Services Plan & Related Language: Clause 10.5 and LOU – Recall and LOU Job Sharing (except RayCam)**

<b>Collective Agreements</b>	City	✓	Parks	✓	Brit	✓	RayCam	✓
<b>Employee Statuses</b>	RFT	✓	RPT	✓	TFT	✓	Aux	N/A

*The Employers propose that the Parties sign a Letter of Understanding stating that if the Medical Services Plan was reintroduced in its previous form then this language would become effective and put back in the collective agreement as of the date of MSP was again reintroduced.*

~~10.2~~ Medical Coverage

~~(a)~~ Medical Services Plan (MSP)

~~Effective the first day of the month following the date of hire, employees shall be entitled to be insured under the Medical Services Plan established under the Medical Services Act of British Columbia with the Employer paying seventy five percent (75%) of the premium and the employees paying twenty five percent (25%) of the premium.~~

10.5 Same Sex Benefit Coverage

An employee who co-habits with a person of the same sex, and who promotes such person as a "spouse" (partner), and who has done so for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health and Dental benefits.

10.9 Maternity and Parental Leave

(d) Sick Leave

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

B. 10 Employee Benefits and Percentage in Lieu of Benefits Replaces 10.2, 3, 4, 6, 8, 11

(a) Employees (Auxiliary or Temporary Full-Time) who have less than one (1) year of continuous work in a Temporary Full-Time capacity.

(1) From date of hire to the completion of 1200 hours of work in two consecutive calendar years, employees shall be paid an amount equal to twelve percent (12%) of their regular earnings in lieu of all employee benefits, including group life, ~~medical~~, extended health, dental, vacation, public holidays, sick leave, gratuity, compassionate leave, court attendance and jury duty.

(2) After completing 1200 hours of work in two (2) consecutive calendar years, employees shall be paid an amount equal to sixteen percent (16%) of their regular earnings in lieu of all employee benefits, including group life, ~~medical~~, extended health, dental, vacation, public holidays, sick leave, gratuity, compassionate leave, court attendance and jury duty

**LETTER OF UNDERSTANDING – LAYOFF AND RECALL**

4. Recall

(b) Employees may continue participation in health and welfare benefits (MSP, EHB, Dental and Group Life) while on the Recall List by paying the full monthly premiums in advance.

**LETTER OF UNDERSTANDING – JOB SHARING**

4. Employee Status and Working Conditions

B. (3) The employee's share of the premium payments for Health and Welfare benefits, such as ~~Medical~~, Extended Health, Dental and Group Life shall increase proportionately as the number of scheduled weekly hours decrease in relation to the full-time hours of the position being shared.

C. (4) ~~Medical Services Plan~~, Extended Health, Dental and Group Life

**28. Delete expired effective dates and related transitional wording**

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

**29. General Housekeeping**

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

**30. Clause 10.6 A(1)(g)**

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<b>Collective Agreements</b>	City	✓	Parks	✓	Brit	✓	RayCam	✓
<b>Employee Statuses</b>	RFT	✓	RPT	✓	TFT	N/A	Aux	N/A

*The Parties agree to resolve Policy Grievance 23-045 by adding the following language to the collective agreement effective retroactive to January 1, 2022 for all affected employees:*

**10.6 Sick Leave and Gratuity Plan**

**A. Sick Leave**

**(1) Sick Pay Plan**

(g) Full sick leave credits will be given for absence in the following circumstances:

- (1) Accident on job (Workers' Compensation case)
- (2) Leave due to illness, either with or without pay
- (3) Leave for active service in Armed Forces
- (4) Maternity or Parental Leave.**

**10.9(e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service.**