



MEMORANDUM OF SETTLEMENT
Between
CITY OF VANCOUVER (COMMON EMPLOYER)
(The "Employer")
And
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 15
(The "Union")

The parties hereby agree to recommend to their respective principals the attached package of documents as agreed on May 10, 2021 as a basis for new Collective Agreements to replace the Collective Agreements expiring on December 31, 2019.

Signed on behalf of:

CUPE Local 15

City of Vancouver

Henry Lee

Kevin Jeske

Michelle Alexander

Pam Warner

Tony Zullo

Andrew Naklicki

Kyle Larson

Cindy Jean

Carin Rahmberg

Taryn Scollard

Santino Scardillo

Gracen Chungath

Starla Bayley

Darren Peterson

Paul Chohan

Richard Traer

Ravina Lal

John Geppert

Steve Salsman

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It is intended that all Union and Employer proposals not addressed in the Framework for settlement are withdrawn.

1. Clause 10.2(b) – Extended Health Care Plan (EHC)

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

Effective the first of the month, following one full calendar month after the Parties' ratification of the collective agreement, the EHC shall be modified adding the following benefit:

- Oral Contraceptives and Contraceptive Devices

2. Clause 10.9 – Maternity and Parental Leave

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

This clause of collective agreement shall be modified in accordance with the following:

Appendix “A” – The Parties’ “greensheet” agreement in principle dated March 5, 2020 and attached to this Memorandum of Settlement.

3. Clauses 14, 15.1(a) (All Employers) and Comfort Letter (City and Parks)

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

These clauses of collective agreement shall be modified, and the comfort letter sent to the Union, in accordance with the following:

Appendix "B" – The City of Vancouver's Package Proposal tabled to the Union March 5, 2020.

LETTERS OF UNDERSTANDINGS

4. Letters of Understandings

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

The Parties agree that all Letters of Understanding held within or outside the four collective agreements, and that have not otherwise expired according to the express terms of those Letters of Understanding, are renewed.

AGREEMENT TERM AND REMUNERATION

5. Term

Term: January 1, 2020 to December 31, 2022

6. General Wage Increase

Except as indicated below or as specifically noted in this Memorandum of Agreement, all new and changed provisions take effect on the date of ratification.

- January 1, 2020 0.50%
- December 31, 2020 1.50%
- January 1, 2021 2.00%
- January 1, 2022 2.00%

General Wage increases for 2020 will not be compounded. That is to say, the effect of this is that as of December 31, 2020 the hourly rate of employees will have been increased by 2.00%.

Wage increases extend to current and former employees employed during term of the Collective Agreements.

HOUSEKEEPING

7. Delete expired effective dates and related transitional wording

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

8. Gender Neutral Language & Classification Titles

Review Collective Agreements to ensure gender neutral language and classification titles.

9. Consistent References to Employment Status

Update capitalization of all references to Regular Full Time, Regular Part Time, Temporary Full Time and Auxiliary to maintain consistency throughout the Collective Agreements.

10. General Housekeeping

Any other housekeeping changes that are mutually agreed to during the drafting of the new Collective Agreements, including, but not limited to:

- LOU Layoff & Recall refers to 12.1(f) which no longer exists
- Parks: Renumbering Schedule B Part A
- Consistent reference to WorkSafe, WCB & WorkSafeBC

The Parties agree to the following amendments, subject to final agreement concerning those matters which remain outstanding, and have not already been agreed to.

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

10.9 Maternity and Parental Leave

(a) Length of Leave

(1) Birth Mother-Parent

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to ~~thirty-five (35)~~ sixty-one (61) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

In the event the birth parent ~~mother~~ dies or is totally disabled, an employee who is the parent of the child shall be entitled to both maternity and parental leave without pay.

(2) Birth or Adoptive Non-Birth Parent

An employee who is not entitled to leave under clause 10.9(a)(1) and is a birth or adoptive parent shall be entitled to up to ~~thirty-seven (37)~~ sixty-two (62) consecutive weeks of parental leave without pay. The employee shall commence the leave within ~~fifty-two (52)~~ seventy-eight (78) weeks of the child's birth or date the child comes within the care and custody of the employee.

(3) Extensions - Special Circumstances

An employee shall be entitled to extend the maternity or parental leave by up to an additional six (6) consecutive weeks' leave without pay where:

- (a) A physician certifies the employee as unable to return to work for medical reasons related to the birth; or
- (b) The child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.

(b)/~~(e)~~/d)/(e)... [No change]

(c) Return to Work

On resuming employment an employee shall be reinstated to their previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. ~~Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.~~

(f) Supplementary Employment Insurance Benefits (SEIB) – Birth Mothers Parents

(1) ~~A Birth parent mothers~~ who ~~is~~ ~~are~~ entitled to maternity leave as provided for in Clause 10.9 of the Collective Agreement and who ~~has~~ ~~have~~ applied for and ~~is~~ ~~are~~ in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments. The Employer shall provide SEIB information to eligible applicants who request maternity leave.

(2) Subject to the approval of the Employment Insurance Commission, birth parents who, due to the death or total disability of the birth ~~parent mother~~, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.

(3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth, or as provided for in Paragraph 2 above.

(4), (5) & (6) [No Change]

Signed this 5th day of March, 2020

For the Union:

"Santino Scardillo" _____
Signature Name

"John Geppert" _____
Signature Name

For the Employer:

"Paul Mochrie" _____
Signature Name

"Pam Warner" _____
Signature Name

2020 - EMPLOYER PROPOSAL
CITY OF VANCOUVER (COMMON EMPLOYER) – CUPE LOCAL 15

Package Proposal:

The Employer proposes the following set of proposals as a package. Agreement to this package is contingent on acceptance of these terms without subsequent amendment and on final agreement between the Parties concerning those matters which remain outstanding.

1. Clause 14 – Discipline, Suspension and Discharge

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

In response to the Union's proposal regarding Clause 14 the Employer proposes the following language:

14. DISCIPLINE, SUSPENSION AND DISCHARGE

~~Where the Employer calls a meeting with an employee for the express purpose of written discipline, suspension or dismissal of an employee, the employee may elect to have a Union representative present. Both parties agree that an employee has the right to have a Union Representative present when disciplinary action may be taken.~~ The Employer agrees to contact the Union office and provide:

- (a) At least one (1) full business days notice of the time and location of a meeting under this Clause; and
- (b) At least three (3) hours notice of the employee's contact information on file so the Union can contact the employee and provide a Union representative if the employee so wishes.

Where the employee elects not to have a Union representative present, or a Union representative is not available for the meeting, the absence of a Union representative shall not affect the Employer's right to discipline, suspend or dismiss. Nothing in this provision shall prevent the Employer from meeting with an employee or taking immediate disciplinary action in addressing serious workplace violations.

The Employer shall forward a copy of all disciplinary letters to the President of CUPE Local 15. A breach in this regard shall not void the discipline.

2. Clause 15.1 (a) – Grievance Procedure

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

In response to the Union’s proposal regarding Clause 15.1 the Employer proposes the following language for City and Parks and proposes language that mirrors this for the Britannia and Ray-Cam collective agreements:

GRIEVANCE PROCEDURE

15.1 Grievances

Any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether a matter is arbitrable, shall be dealt with without stoppage of work in the following manner:

(a) Meeting with Supervisor Step 1

- (1) An employee with a complaint shall raise it with their immediate Supervisor or the Supervisor who is directly responsible for the decision giving rise to the complaint. This will be done by the employee or Union Representative notifying the Supervisor within twenty-one (21) calendar days of the incident giving rise to the complaint, or of the date when the employee first became aware of the incident, whichever is later.
- (2) A meeting shall be held within fourteen (14) calendar days of the date on which the Supervisor is advised of the complaint. If this is not possible, the complaint may be referred to Step 4 2 of the formal grievance procedure. The purpose of this meeting is to review the circumstances giving rise to the incident, and to determine whether the complaint can be satisfactorily resolved without using the formal grievance procedure. At the option of the employee, a Union Representative may be present at the meeting.
- (3) If the employee is not satisfied with the Supervisor’s response or if the Supervisor does not respond within seven (7) calendar days of the meeting, the Union Representative may choose to advance the complaint to Step 4 2 of the formal grievance procedure.

(b) Step 4 2

- (1) A Union Representative may file a grievance by notifying the General Manager or designate in writing or by e-mail, followed

up in writing, and copied to the General Manager, Human Resource Services and the President, CUPE Local 15 within fourteen (14) calendar days of the date the response from the Supervisor was given or due. The grievance must specify the nature of the issue, the alleged violation of the Collective Agreement and the remedy sought.

- (2) A grievance meeting will be held with the General Manager or designate within twenty-one (21) calendar days of the Union Representative filing the grievance. If the General Manager or designate is unable to meet within twenty-one (21) calendar days, the Union has fourteen (14) calendar days from the date the meeting should have been held to refer the matter to Step 2 3.
 - (3) The General Manager or designate will respond in writing within fourteen (14) calendar days of the meeting.
 - (4) If the grievance is not resolved at Step 4 2, or the General Manager or designate does not respond within fourteen (14) calendar days of the meeting, the Union may refer the grievance to Step 2 3.
- (c) Step 2 3
- (1) A Union Representative may advance the grievance to Step 2 3 by notifying the General Manager, Human Resource Services within fourteen (14) calendar days of the date the Step 4 2 response was received or was due.
 - (2) Upon receiving the notice that the grievance has been referred to Step 2 3, the General Manager, Human Resource Services or designate and the Union shall make every reasonable effort to meet within twenty-one (21) calendar days of the Union Representative advancing the grievance to Step 2 3.
 - (3) The General Manager, Human Resource Services or designate will respond in writing within twenty-one (21) calendar days of the meeting.
 - (4) If the grievance is not resolved at Step 2 3, the Union may advance the grievance to arbitration by advising the General Manager, Human Resource Services in writing within twenty-eight (28) calendar days of the date of the Step 2 3 response.
- (d) Arbitration
- (1) The parties shall use a single Arbitrator, unless both parties want a three (3) member Arbitration Board which shall consist of one (1) member appointed by each party and a Chairperson mutually appointed by the Employer and the Union.

- (2) The Employer and the Union shall mutually agree on the Arbitrator or the Chairperson within fourteen (14) calendar days of the referral.
 - (3) Where the parties are unable to agree on a single Arbitrator or a Chairperson within fourteen (14) calendar days of the referral, either party may apply to the Director, Collective Agreement Arbitration Bureau within the following ninety (90) calendar days to make the appointment. If there is no agreement to an Arbitrator or Chairperson and no referral to the Director, Collective Agreement Arbitration Bureau in accordance with this Clause, the grievance shall be considered to be abandoned.
 - (4) In all other respects, the provisions of the Labour Relations Code shall apply. The decision of the Arbitrator or Arbitration Board shall be final and binding on both parties. Each party shall pay half the expense of the Arbitrator or Chairperson and the expenses of their representative.
- (e) Pre-arbitration consultation
- The parties agree to meet at least thirty (30) days prior to an arbitration hearing to discuss the issues in dispute and reach resolution if possible.
- (f) Employer-initiated grievances
- Employer-initiated grievances shall have the same time limits and procedures as Union-initiated grievances.

15.3 Suspension or Dismissal

When an employee is suspended, the Union Representative may file a grievance directly at Step 4 2, bypassing ~~Step 1 the Meeting with the Supervisor~~. When an employee is dismissed, the Union Representative may file a grievance directly at Step 2 3, bypassing the ~~Meeting with the Supervisor and Step 1 and Step 2~~. In both situations, the Union Representative shall file the grievance within fourteen (14) calendar days of the date the employee is notified of the suspension or dismissal.

Any subsequent Housekeeping amendments that flow from changes to the Steps
ie: LOU - Information Exchange – Non-Selection Grievances.

3. Support of CUPE 15 Representatives

Deputy City Manager will be provided to the President of CUPE 15 the following letter regarding CUPE 15 Representatives:

March XX, 2020

Warren Williams
President - CUPE Local 15
545 West 10th Avenue
Vancouver, BC V5Z 1K9

Dear Warren:

RE: Support of CUPE 15 Representatives

I am writing to confirm certain commitments arising from the discussions between the Parties in relation to supporting CUPE 15 Union Representatives including Shop Stewards and other employees who are seeking Union Paid Leave.

The Employer recognizes that a strong and effective relationship with CUPE 15 can serve the long term interests of all Parties. The Employer also recognizes that one component of such a relationship is supporting Union Representatives in their roles where possible and appropriate. Consistent with the *BC Labour Relations Code*, Employees who step forward to represent the Union should not face reprisals for doing so.

To support of these principals, the Employer commits to send out a communication to Managers and Supervisors as to how Union Leaves should be accounted for in relation to their budgets and to inform them of the City's approach in relation to Union Representatives.

Sincerely,

Paul Mochrie
Deputy City Manager
453 West 12th Avenue, Vancouver, BC V5Y 1V4
Tel: 604.873.7666
paul.mochrie@vancouver.ca

4. Union withdraws proposals under:
 - a. Clause 13 – Leave of Absence Union Representatives
 - b. New Letter of Understanding – No Reprisals