



Para 21. Following the ratification of this Memorandum of Agreement by all the parties, the Joint Committees of the respective Bargaining Representatives will meet to discuss and consider the issues of Training, Promotion and Seniority, including the requests submitted by the Unions and the Employers in the 1973-74 Joint Negotiations.

Since the signing of the 1974 contracts, your Negotiating Sub-Committee has held a series of meetings amongst themselves and with the C.U.P.E. Joint Committee to attempt to resolve these residual items. This action has resulted in the signing of a Memorandum of Agreement between the parties dated August 2, 1974, and a rider to Item 1 of the Memorandum affecting Burnaby only. The Memorandum of Agreement is attached with additional information contained in brackets after each subject item.

RECOMMENDATION:

That Council approve the recommendations proposed for settling 1974 C.U.P.E. residual items by ratifying the Memorandum of Agreement including the Burnaby rider dated August 2, 1974.

*R. A. Hancock*  
for D. F. Hicks  
PERSONNEL DIRECTOR

RAL:mg  
Attach.

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CORPORATION OF THE DISTRICT OF BURNABY, THE CORPORATION OF DELTA, THE CORPORATION OF THE CITY OF NORTH VANCOUVER, THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER, THE NORTH SHORE UNION BOARD OF HEALTH, THE NORTH VANCOUVER RECREATION COMMISSION, THE CORPORATION OF THE TOWNSHIP OF RICHMOND, THE CITY OF VANCOUVER, AND THE BOARD OF PARKS AND PUBLIC RECREATION OF THE CITY OF VANCOUVER (hereinafter agree to recommend to their respective Councils, Boards and Commissions, called "the Employers") AND THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES' ASSOCIATION, LOCAL 718 (hereinafter called "the Unions") AGREE ON BEHALF OF THEIR RESPECTIVE MEMBERSHIPS THAT THOSE ITEMS LEFT UNRESOLVED FOLLOWING THE SIGNING OF THEIR 1974 COLLECTIVE AGREEMENTS SHALL BE FINALLY AND CONCLUSIVELY RESOLVED IN THE FOLLOWING MANNER:

1. A percentage formula to look after the vacation pay of those employees who work at varying pay rates during the course of a year shall be appended to all collective agreements in the following manner, and shall replace all pre-existing regulations and contractual provisions regarding the subject.
  - (a) Effective January 1, 1975, all employees other than those entitled to an annual percentage of earnings in lieu of vacation, will be paid during their annual vacations at their respective regular or classified rates of pay.
  - (b) As soon as possible following December 31st in each year commencing with 1975, a vacation pay adjustment will be made in a lump sum to all employees other than those entitled to an annual percentage of earnings in lieu of vacation, where such employees' annual basic earnings exclusive of overtime and any other premium payments not normally taken into account in the computation of annual vacation pay exceeded their regular base rate earnings during the year in question. Such cash payments shall reflect the proportionate difference between the actual annual basic earnings and regular base rate earnings applied to the employees' annual vacation pay for the year in question, but shall not be paid in any case where the total amount payable is less than one dollar (\$1.00).
  - (c) Provided that for Burnaby employees only a mutually satisfactory arrangement shall be concluded for the "red-circle" protection of any employees who might be adversely affected by the elimination of the current provision which requires the Corporation to issue annual vacation pay at the higher rate to any employee who acts in a higher capacity for more than one-third of any year (Burnaby Rider).
 

*(Present practice outlined in Personnel Procedure #780 requires adjustment of vacation pay for Outside and Foremen Division employees who work more than 87 work days in a year in a position higher than their appointed rate. The rider protects approximately five employees who perennially act in a higher capacity for more than one-third of a year. Inside employees rarely act in a senior position for any length of time and there is no specific provision at present to compensate them for short periods of acting above their classified rate. The increased cost to Burnaby in 1975 cannot be accurately forecast but should be under \$1,000.)*
2. All pre-existing regulations and contractual provisions regarding the subject of Leave of Absence for Union Officials shall be deleted with effect from the Monday immediately following the date of ratification of this Memorandum of Agreement by the latter of each set of two parties to each collective agreement, and shall be replaced with effect from the same date by the following:
  - (a) All applications for leave of absence whether with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the Employer. Requests for such leave of absence shall nevertheless be given precedence over any other applications for leave on the same day.
  - (b) With respect to any leave of absence granted without pay, the Employer shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount, including the Employer's contribution on behalf of each such representative for group life insurance coverage, medical coverage, sickness and accident insurance coverage and municipal superannuation. The Union shall then reimburse the Employer to the amount of the account rendered within sixty (60) days.

Continued ...

2. (c) Upon application to, and upon receiving the permission of the Personnel Director in each specific case, official representatives of the Union may be granted time off for the purpose of collective bargaining with the Employer or for the purpose of settling a grievance as outlined elsewhere in this Agreement. Not more than three such official representatives shall be granted leave of absence without loss of pay for the time so spent. Further official representatives may be granted leave of absence without pay.
- (d) Upon application to, and upon receiving the permission of the Personnel Director in each specific case, official representatives of the Union shall be granted leave of absence without pay for the purpose of attending the national and B.C. divisional conventions of the C.U.P.E., the annual convention of the B.C. Federation of Labour and the biennial convention of the Canadian Labour Congress.
- (e) Upon application to, and upon receiving the permission of the Personnel Director in each specific case, official representatives of the Union may be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the Canadian Union of Public Employees.
- (f) The Employer agrees that any full-time officers of the Union will not lose their seniority in the service of the Employer while on leave of absence for the purpose of performing their duties as officers of the Union. Upon retirement from that office, they may return to the first vacant position for which they are qualified in the service of the Employer.
- (g) The Employer agrees that any employee who might be elected or appointed to a full-time position with the Canadian Union of Public Employees, the Vancouver Labour Council, the B.C. Federation of Labour or the Canadian Labour Congress shall be granted leave of absence without pay and shall not lose his seniority in the service of the Employer while on such leave of absence. Upon termination of such period of office, such an employee may return to the first vacant position for which he is qualified in the service of the Employer.
- (h) The Union shall provide the Employer with a list of its elected officers, job stewards and any other official representatives. This list shall be kept current by the Union at all times.

*(Present Burnaby practice is detailed in Section 10 of the contracts as follows:*

*"Absence from Duty of Union Officials*

*(a) Leave With Pay*

*The President and Chairmen of the Divisions of Local 23 or their appointees may, with the approval of the Department Head or immediate Supervisor, take time off without loss of pay:*

- (1) When it is necessary to confer with officials of the Corporation regarding Union business. The Union agrees that requests under this section will be kept to a minimum.*
- (2) When it is necessary to carry on collective bargaining with officials of the Corporation.*

*(b) Leave Without Pay*

- (1) The Corporation is prepared to grant officials of the Union time off without pay, subject to the approval of the employee's Department Head, on a regular basis. Requests under this section are to be made by the Union in writing, addressed to the Personnel Director of the Corporation.*
- (2) Employees who are officials of the Union may, with the approval of the appropriate Department Head, be granted reasonable periods of time off without pay by the Corporation for the purpose of attending to other Union business."*

*The proposed new provisions tighten up the procedures in existence and allows for extended leaves of absence without pay for Union business. This has never occurred in Burnaby to date.)*

Continued ...

3. All pre-existing regulations and contractual provisions regarding the subject of Bereavement Leave or Compassionate Leave shall be deleted with effect from the Monday immediately following the date of ratification of this Memorandum of Agreement by the latter of each set of two parties to each collective agreement, and shall be replaced with effect from the same date by the following:
- (a) Emergency leave in the case of the death of an employee's wife, husband, common-law spouse, child, ward, brother, sister, parent, guardian or other relative if living in the employee's household, or in any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law or grandparent may be granted without loss of pay for a period not to exceed three (3) working days, provided that such leave without loss of pay shall not be granted during an employee's first six (6) months of service.
  - (b) Any employee who qualifies for emergency leave without loss of pay under paragraph (a) herein, and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam Regional District, Powell River 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 paragraphs (a) and (b) herein shall be submitted to the employee's Department Head who will determine and approve the number of days required in each case.
  - (d) An employee who qualifies for emergency leave without loss of pay under paragraph (a) herein may be granted such leave when on annual vacation if approved by his Department Head. An employee who is absent on sick leave with or without pay or who is absent on Workmen's Compensation, shall not be entitled to such emergency leave without loss of pay.
  - (e) Upon application to, and upon receiving the permission of the Department Head, an employee may be granted leave of up to one-half ( $\frac{1}{2}$ ) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by paragraph (a) herein.

*(Personnel Procedure #300 provides compassionate leave with pay for a period of up to three days for any permanent employee arising from the death of a wife, husband, parent, child, sister, brother or other relative if living in the same household. The extension to certain second-removed relatives, inclusion of travelling time and provision for mourner and pall-bearer time off is permissive only and should not be a large cost factor. The Burnaby regulation has been in effect without change for many years and the extension brings it in line with current area practice.)*

4. Effective the Monday immediately following the date of ratification of this Memorandum of Agreement by the latter of the two parties, i.e., the Corporation of the District of Burnaby and Local 23 of the Canadian Union of Public Employees, section 5.5(b) of their Inside collective agreement shall be amended by the addition of the following:

"for temporary and part-time employees, overtime worked in excess of the regular full-time daily or weekly hours will be paid at  $1\frac{1}{2}$  times the employee's regular hourly rate for the first four hours in a day or a week and at 2 times thereafter."

and section 5.5(b) of their Outside collective agreement shall be amended by the addition of the following:

"for temporary and part-time employees, overtime worked in excess of 8 hours in one day or 40 hours in one week will be paid at  $1\frac{1}{2}$  times the employee's regular hourly rate for the first four hours in a day or a week, and double time thereafter."

Continued ...



(1974 and preceding Burnaby Agreements distinguish between permanent, temporary and part-time employees in the matter of overtime whereas most other jurisdictions have no such distinction. The effect of this provision is to grant double time after four hours overtime in a day or week instead of the current one-and-one-half times. However, the cost factor will be negligible as non-permanent employees rarely receive overtime pay. Consideration will be given in 1975 to eliminating the distinction between the three categories of employees.)

- 5. It is agreed by the parties that no further increases shall be made to the scale of First Aid Bonuses during the term of the 1974 collective agreements.

(This does not affect Burnaby as we do not have First Aid Attendants.)

- 6. With respect to the subject of Eligibility for Benefits and with respect to the issues of Training, Promotions and Seniority, the Employers undertake to provide the Unions as soon as possible with a written statement of their position regarding them.

(Burnaby does not have the same problem as other jurisdictions. Further review and discussions are proposed, both on a joint and local basis to explore differences and to seek solutions without committing the parties.)

- 7. With respect to all of the changes contained in paragraphs 1, 2, 3 and 4 herein, it is understood and agreed that the wording may be amended and refined by the parties, provided that the substance is not altered in any way.

DATED at the City of Vancouver in the Province of British Columbia this 2nd day of August, 1974.

*[Signature]*  
District of Burnaby

*[Signature]*  
Local 25

*[Signature]*  
Corporation of Delta

*[Signature]*  
Local 389

District of North Vancouver

*[Signature]*  
Local 394

*[Signature]*  
Township of Richmond

*[Signature]*  
Local 454

*[Signature]*  
City of Vancouver

Local 718

*[Signature]*  
Graham Leslie  
Director of Labour Relations  
Greater Vancouver Regional District

*[Signature]*  
Local 1004

*[Signature]*  
Jack Phillips, Representative  
Canadian Union of Public Employees