

**RECOMMENDATIONS FOR SETTLEMENT**

**PROPOSED BY MEDIATOR BRIAN FOLEY**

**TO RESOLVE THE LABOUR DISPUTE**

**BETWEEN THE CITY OF VANCOUVER AND**

**THE VANCOUVER PUBLIC LIBRARY**

**AND CUPE LOCAL 15 (INSIDE WORKERS), CUPE LOCAL 391**

**(LIBRARY WORKERS) AND CUPE LOCAL 1004 (OUTSIDE WORKERS)**

**OCTOBER 5, 2007**

## **BACKGROUND**

The collective agreements between the City of Vancouver, the Vancouver Public Library, and CUPE Local 15, CUPE Local 391 and CUPE Local 1004 expired on December 31, 2006. Bargaining committees for the City, the Library and the three CUPE Locals met a number of times in collective bargaining but they were unable to finalize the terms for renewal collective agreements.

The dispute between the parties escalated into a full strike in mid-July 2007 involving over 4,000 members of CUPE Local 15, CUPE Local 391 and CUPE Local 1004.

In mid-September, 2007, I was engaged as mediator by the City and CUPE Locals 15 and 1004. I met with the bargaining committees of the City and the two CUPE Locals on September 17, 19, and 21, 2007 but no progress was made to resolve the dispute.

On September 21, 2007, the City and the two CUPE Locals agreed to an enhanced mediation process whereby I would meet separately with the respective bargaining committees for the City and the two CUPE Locals, obtain their verbal and written submissions on the many issues still unresolved, and then I would provide them with my written recommendations for settlement of the terms and conditions for renewal collective agreements.

The Library and CUPE Local 391 subsequently also agreed to this enhanced mediation process whereby I would also provide them with my written recommendations for settlement of the terms and conditions for their renewal collective agreement.

On September 24, 26, 28, 29, 30 and October 1 and 3, 2007, I held a series of separate meetings with the bargaining committees for the City, the Library, and the three CUPE Locals. I provided them with a full opportunity to present their verbal and written submissions on the issues in dispute respecting the inside workers, the library workers and the outside workers.

After considering all the representations made to me and the provisions of other collective agreements in the municipal sector and in other jurisdictions, I recommend the following terms and conditions for renewal collective agreements between the City, the Library, and CUPE Locals 15, 391 and 1004.

There are three parts to my recommendations, one for each of the CUPE Locals.

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Brian Foley

## **PART 3: RECOMMENDATIONS FOR SETTLEMENT – THE VANCOUVER PUBLIC LIBRARY AND CUPE LOCAL 391**

### **1. MATTERS AGREED TO BY THE LIBRARY AND CUPE LOCAL 391 BEFORE OCTOBER 1, 2007**

All matters agreed to by the Library and CUPE Local 391 before October 1, 2007 will be incorporated unchanged into the renewal collective agreement. Any disagreements in this regard will be referred to Brian Foley for a binding decision.

### **2. MATTERS RAISED BY THE LIBRARY OR CUPE LOCAL 391 DURING COLLECTIVE BARGAINING AND/OR MEDIATION BUT NOT INCLUDED IN THESE RECOMMENDATIONS FOR SETTLEMENT**

Any matters raised by the Library or CUPE Local 391 during collective bargaining and/or the mediation process that are not included in these Recommendations For Settlement are considered withdrawn.

### **3. EFFECTIVE DATES**

Unless otherwise specified in a particular Brian Foley Recommendation For Settlement or otherwise agreed matter, the effective date for any changes to the expired collective agreement will be the date of the ratification of Brian Foley's Recommendations For Settlement by the City and the Library and all three CUPE Locals.

### **4. EFFECTIVE DATES OF GENERAL WAGE INCREASES**

The general wage increases over the five year term of the collective agreement from January 1, 2007 will all be effective on January 1<sup>st</sup> of each year (that is, 3% on January 1, 2007, 3% on January 1, 2008, 3.5% on January 1, 2009, 4% on January 1, 2010 and 4% on January 1, 2011).

### **5. LAYOFFS DUE TO CONTRACTING OUT OF WORK PERFORMED BY CUPE 391 MEMBERS**

The following Letter of Understanding entitled "Layoffs Due to Contracting Out" will be incorporated into the collective agreement:

"The Employer agrees that any proposal for contracting out of any work currently performed by members of CUPE Local 391 that may result in the layoff of members of the CUPE Local 391 workforce will be communicated to the Union no less than six (6) calendar months before the date on which the Employer intends to contract out the work.

Once such contracting out notice is given to the Union, the Employer and the Union will meet, in good faith, to discuss and consider the following:

- Alternatives to the proposed contracting out;
- Priority placement of the affected employees;
- Retraining, job search and outplacement support for the affected employees;
- Severance Provisions (including early retirement options). If the Employer and the Union cannot agree to the severance provisions, the matter will be referred to Brian Foley, or another mutually agreeable arbitrator, for a binding decision.

The Employer and the Union agree that the process described above will satisfy the requirements of Section 54 of the Labour Relations Code.”

#### **6. WORK SCHEDULING – AUXILIARY AND PART-TIME EMPLOYEES**

A new Letter of Understanding entitled “Work Scheduling – Auxiliary And Part-Time Employees” will be incorporated into the collective agreement. This Letter of Understanding will read as follows:

“A Joint Committee will be established, consisting of not more than three (3) representatives from the Employer and the Union, to review and to discuss issues around access to and scheduling of part-time and auxiliary hours. The Committee shall commence its discussions within one (1) month following a request from the Union. The Committee shall remain in place until June 30, 2008, but no later, by which time it shall report its findings and any recommendations to their respective principals. Where a recommendation is approved by the principals of both parties, such recommendation shall be implemented no later than prior to the next round of collective bargaining.”

#### **7. EXTENDED HEALTH PLAN**

Effective January 1, 2008, Clause 10.1.2 will be amended as follows:

- increase the eye exam coverage from “\$75.00 per person per twenty-four (24) month period” to “\$100.00 per person per twenty-four (24) month period”; and
- increase the vision care option from “\$300.00 per person per twenty-four (24) month period” to “\$450.00 per person per twenty-four (24) month period, including coverage for laser eye surgery”.

## **8. SHIFT DIFFERENTIAL**

Clause 9.7 will be amended by deleting the words “except Librarians” and change “seventy-five cents (\$0.75)” to “eighty-five cents (\$0.85)”.

## **9. DEFERRED VACATION**

Clause 11.1.8 will be amended by changing the words “over and above fifteen (15) working days” to “over and above twenty (20) working days”.

## **10. FAMILY ILLNESS – PART-TIME EMPLOYEES**

Part-Time Employees eligible for the Sick Leave Plan shall also be eligible for the Family Illness provision; this shall be so referenced in Clause 14.1.2(a) 3.

## **11. GRATUITY PLAN – PART-TIME EMPLOYEES**

Clause 14.1.2(a) 3 will be amended by changing the words “sick leave coverage on a prorated basis (including a proration of the maximum sick leave accumulation)” to “sick leave and gratuity plan on a prorated basis (including a proration of the maximum sick leave and gratuity plan accumulation)”.

## **12. SICK LEAVE ADVANCES**

Clause 11.5.3 will be deleted from the collective agreement.

## **13. SUNDAY STAFFING**

Clause 8.3.4 will be deleted from the collective agreement.

## **14. TEMPORARY POSITIONS**

Clauses 8.4.3 and 8.4.4 will be amended by changing “six (6) months” to “nine (9) months”.

## **15. RECOGNITION AND SCOPE**

Clause 1 of the collective agreement will be amended by adding “Librarian V – Public Service Managers, Librarian IV – Area Services Managers, and Librarian IV – Branch Heads (Champlain, Joe Fortes, Hastings, Kerrisdale and Britannia)”.

These classifications will be deleted from Schedule “A” in the collective agreement.

Should any of the current incumbents of these positions wish to remain in the bargaining unit, the position shall remain in the bargaining unit until such time as the incumbent vacates the position, at which time the position shall then be

excluded from the bargaining unit.

#### **16. NEW CLASSIFICATION OF PAGER/BOOKSHELVER**

Effective January 1, 2008, a new classification of “Pager/Bookshelver” will be added to Schedule “A”. The description of that classification will be prepared by the Employer in accordance with the class specifications for such classifications in other Lower Mainland libraries.

The hourly rates of pay for this classification on January 1, 2008, after the general wage increase on that date, will be as follows:

- \$14.10 and \$14.65 (2 Step System)

Eligibility for advancement from Step 1 to Step 2 will be based on the same number of hours currently applicable to steps for Pay Grades 9 to 14.

It is clearly understood that no current employees will be reclassified to this new classification of Pager/Bookshelver. Rather, the new classification will be phased in as new employees are hired and as current employees classified as Library Assistant 1 are promoted or cease their employment.

#### **17. SPECIAL WAGE ADJUSTMENTS**

(a) Effective January 1, 2008, the following classifications shall be increased by one pay grade:

- Administrative Assistant – Library – From 17 to 18
- Administrative Assistant – Youth Services and Programming – From 18 to 19
- Librarian I – From 21 to 22
- Librarian II – From 24 to 25
- Librarian III – From 26 to 27
- Librarian IV – From 28 to 29
- Librarian V – From 30 to 31
- Library Assistant IV (including Information Assistant)– From 15 to 16
- Library Assistant V– From 17 to 18
- Library Assistant VI – From 18 to 19
- Library Assistant VII – From 19 to 20
- Library Technician I – From 15 to 16
- Library Technician II – From 18 to 19
- Library Technician – Language Collection – From 17 to 18

(b) The following footnote will be added to the Wage Schedule:

“The Employer and the Union agree that, where a wage adjustment is

made, it shall not be used as the basis for argument or as comparison criteria to alter the classification or value of any other classification”.

## **18. RETURN TO WORK ARRANGEMENTS**

The following return to work arrangements will apply when these Recommendations For Settlement are accepted by the Employer and CUPE Local 391:

- (a) Regular, Part-Time and Temporary Employees are expected to return to work in accordance with operational requirements and the Employer’s responsibility to reopen the Library in an efficient and safe manner. Generally, Employees will return to work for their next regularly scheduled shift; however, their start and finish times may be adjusted for up to three working days. Employees not returning to work within 10 calendar days shall be deemed to have resigned unless they have valid reasons for not being able to return and they have made arrangements with the Employer for an acceptable return date. Auxiliary Employees will confirm their return to work schedules by contacting the Human Resources Department.
- (b) All employees who return to work shall suffer no loss of seniority. Entitlements to Vacation Leave in 2007, Supplementary Vacation, Sick Leave and Gratuity Leave and trigger dates for vacation increases and salary increments shall not be affected by the work stoppage.
- (c) Any employee may cash out up to 10 days of current or banked leave entitlements. This is a one time option for employees to be exercised prior to the end of business on November 30, 2007.
- (d) The time absent due to the work stoppage is not pensionable service.
- (e) The Employer agrees that employees will not be subject to discriminatory, disciplinary or reprisal action for legal strike activity during the work stoppage. The Union agrees not to take any reprisal action against employees due to their actions or non-participation in strike activity and not to engage in any harassment or discrimination against exempt employees who performed the work of bargaining unit members during the strike.
- (f) All applications/complaints/proceedings before the Labour Relations Board shall be withdrawn.
- (g) Time limits for grievances shall be dealt with in accordance with the agreement in this matter reached between the Employer and the Union at the time of the commencement of the work stoppage.

- (h) The remaining balance of any probationary period or acting appointment which was being served at the time the work stoppage commenced shall be served commencing the date the employee returns to work.
- (i) The Employer agrees that any posted vacancy, where the posting period expired during the period of the work stoppage, will be reposted in accordance with the collective agreement or extended, following the employees' return to work.
- (j) As soon as possible following ratification of the Recommendations For Settlement, a lump sum payment of \$1,000.00 (pro-rated, where applicable, based upon an employee's average weekly hours from January 1, 2007 to July 26, 2007) shall be paid to each Regular Full-time, Temporary Full-Time and Regular Part-time Employee who returns to work in accordance with paragraph(a) of these Return To Work Arrangements and continues to be actively at work for a minimum of one (1) complete pay period following their return to work.

Auxiliary Employees shall qualify for a pro-rated return to work payment provided they have worked a minimum of 350 hours during the period from January 1, 2007 to July 26, 2007 and have returned to work by April 7, 2008. For Auxiliaries, the pro-rated return to work payment shall be paid as soon as possible following the employee's return to work.

The pro-ration for Auxiliaries shall be in accordance with the following formula:

**# Ave. weekly hrs worked (2007/01/01 – 2007/07/26) x \$1,000.00 = pro-rated payment**

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The lump sum payment shall be subject to the minimum statutory deductions required by law and shall not be treated as wages for the purpose of pension contributions.

- (k) Any dispute respecting these return to work arrangements will be referred to Brian Foley for a final and binding decision.