

2012

MEMORANDUM OF AGREEMENT

between the

CITY OF PITT MEADOWS
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE LABOUR RELATIONS DEPARTMENT OF THE GREATER VANCOUVER REGIONAL DISTRICT, ACTING ON BEHALF OF THE CITY OF PITT MEADOWS (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE CITY OF PITT MEADOWS;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 622 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2012 APRIL 01 AND EXPIRING 2016 MARCH 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2008-2012 Collective Agreement continue except as specifically varied below by paragraphs 2 to 21, both inclusive.

2. **Term of Agreement**

The term of the new Collective Agreement shall be for four (4) years from 2012 April 01 to 2016 March 31, both dates inclusive. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

3. **General Increase**

- (a) Effective 2012 April 01, all hourly rates of pay which were in effect on 2011 December 31 shall be increased by one and one-quarter percent (1.25%). The new hourly rates shall be rounded to the nearest whole cent.
- (b) Effective 2013 April 01, all hourly rates of pay which were in effect on 2012 December 31 shall be increased by one and three-quarters percent (1.75%). The new hourly rates shall be rounded to the nearest whole cent.

- (c) Effective 2014 April 01, all hourly rates of pay which were in effect on 2013 December 31 shall be increased by one and three-quarters percent (1.75%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2015 April 01, all hourly rates of pay which were in effect on 2014 December 31 shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.
- (e) Retroactive payments arising from (a) and (b) will be made as soon as possible following the date of ratification of the Memorandum of Agreement.

4. **Preamble**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the Preamble to read as follows:

“WHEREAS it is the desire of both parties to this Agreement:

- (a) to maintain and improve the harmonious relations and conditions of employment between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- (c) to encourage efficiency of operation;
- (d) to promote the morale, well-being and security of all employees in the bargaining unit of the Union;

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

NOW, THEREFORE, the parties agree as follows:”

5. **Article 2(e) – Definitions – Part-Time Employees Hired After 1994 April 01**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to the following:

The Employer proposes to amend 2(e) by:

- (a) Removing the first paragraph titled “Part-Time Employees Hired Before 1994 April 01” at the conclusion of this collective agreement;
- (b) Amending the second paragraph currently titled “Part-Time Employees Hired After 1994 April 01 to read as follows:

Regular Part-Time Employee Benefits

Such employees shall receive the following cost settlements on their pay cheque to cover vacation pay, and general holiday pay benefits:

<u>Calendar Year of Service</u>	<u>Percent Cost Settlement</u>
1st - 7th calendar year	10%
8th - 12th calendar year	12%
13th - 19th calendar year	14%
20th calendar year onwards	16%

All regular part-time employees, except for casual and time-durated employees, upon completion of the probationary period, shall be granted one (1) working day of sick leave (prorated) per month. A regular part-time employee shall be entitled to an accrual of all unused sick leave to a maximum of seventy-five (75) normal working days for future use.

The premium cost of providing employee benefits under Article 13(b) (Group Medical, Extended Health Care, Dental Care, and Group Life Insurance benefits), and bereavement benefits shall be prorated for part-time employees according to their hours of work. In prorating benefit premiums, the Employer shall pay a prorated share of the premium based on the proportion of the employee's regularly scheduled hours compared to the full-time hours of the position and the premium share paid by the Employer for a full-time employee. The employee shall pay the balance of the premium.

For example, where an employee works 21 hours per week (in a position where full-time employees work 35 hours), the Employer's share of the monthly premium would be 45% (21 hours (scheduled weekly hours)/35 hours (normal full-time hours) x 75% (Employer's portion of premium for a full-time employee)) and the employee would pay 55% of the monthly premium. For Bereavement Leave, the same principle shall be applied to the maximum hourly benefit available to a full-time employee.

For example, where the bereavement benefit for a full-time employee (working 35 hours per week) is a maximum of 5 working days, an employee working 21 hours per week would be entitled to a maximum benefit of 21 hours of Bereavement Leave (21/35 x 35 hours (5 working days)).

6. Article 3.2 – Exclusions

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to update the list of exclusions as follows:

- (a) Chief Administrative Officer (C.A.O.)
- (b) Administrative Assistant to the Mayor and C.A.O
- (c) Director of Operations and Development Services/Deputy CAO
- (d) Director of Human Resource/Communications
- (e) Director of Financial Services
- (f) Director of Corporate and Business Services

- (g) Operations Superintendent
- (h) Manager of Development Services
- (i) Manager of Legislative Services
- (j) Manager of Financial Services
- (k) Economic Development Coordinator
- (l) Deputy Clerk
- (m) Human Resources/Communications Assistant
- (n) Business Analyst/IT Coordinator
- (o) Director of Fire Services
- (p) Assistant Fire Chief – Training Officer
- (q) Assistant Fire Chief – Fire Prevention Officer

7. **NEW Article 9 Section 1 (d) – Non-Standard Work Day / Work Week**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to:

- (a) Add a *NEW* Article 9, Section (1) (d) to read as follows:

Under the conditions listed below employees can work “extended hours” (i.e. work outside of the standard work day or work week range, more than seven (7) hours in a day, or more than seventy (70) hours in a pay period all at straight time rates)

Extended hours worked are banked at straight time rates and may be taken as cash or as time off at a time mutually agreeable to the employee and his/her supervisor.

Extended hours may be implemented for any new employee hired or who posts into a position after date of ratification within the Information Technology Services department or whose duties include special event or Council Committee support under any of the following conditions:

- i. by mutual agreement between the employee and his/her supervisor;
- ii. with seven (7) calendar days’ notice to the employee but only in the case of working outside of the standard work day range, (i.e., moving the 7 working hours outside of between 7 a.m. and 6 pm day to a maximum of five (5) occurrences per month not to exceed twenty-six (26) occurrences per year.

Should the appropriate notice not be provided then the overtime provisions of Article 9 Section 3 shall apply. It is understood that this provision shall not be used to effect a permanent change to an employee’s shift.

- (b) Reletter the subsequent subsections of Article 9, Section (1)

8. **Article 9 Section 2 (d) – Shift Premium**

Amend Article 9, Section 2(d) - Shift Premium to read as follows:

“Eligible employees shall receive a shift premium of one dollar (\$1.00) per hour in addition to their regular rate of pay for all regular hours worked after 4:30 p.m. and prior to 8:00 a.m.”

- (a) amend Article 9, Section 2(g)(1) to read as follows:

“For purposes of this part, “Emergency” shall include high winds, excessive rain, freshet, snowfall, earthquake, or when the Emergency Operations Centre is activated.”

9. **Article 9, Section 3, paragraph (3) – Overtime Rates – New (c)**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to:

- (a) add a new subsection to Article 9, Section 3, to read as follows:

“Employees required by the Employer to work overtime shall be entitled to eight (8) hours free from work without loss of pay prior to commencing their next regular shift.”

- (b) amend Article 9, Section 3, paragraph (c)(2), by replacing the words “lieu time” with the words “Banked Overtime” wherever the term appears in paragraph (c);

- (c) amend Article 9, Section 3, paragraph (c)(3), to read:

“Banked overtime requests will be approved based on operational requirements, by the Department Head or designate.”

10. **Article 10(c) – Acting Pay**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 10(c) to read as follows:

“When an Employer requests an employee to perform the duties of, a higher paying position at an hourly rate of pay, the employee shall receive immediately the rate for the job.

When an Employer requests an employee to perform the duties of, a higher paying position for which a salary range has been established, in excess of one-half (1/2) working day, the employee shall receive the first rate in that salary range which exceeds the salary he receives in his regular position.

When an employee is assigned to a position paying a lower rate, such employee shall incur no reduction in pay. “

11. **Article 10(i)(1) – Premium Pay**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to remove Article 10(i)(1) and replace it with the following:

“All employees shall receive an additional fifty cents (\$0.50) per hour, in addition to the regular rate of pay for work of an extremely dirty or obnoxious nature, such as spraying, creosoting, extremely dirty ditches and other work of a similar nature, until such time as he is able to wash and change clothes (The Operations Superintendent shall determine when this premium shall be paid). This clause shall not apply to employee(s) working in raw sewage.”

12. **Article 10(i)(3) – First Aid Allowance**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to remove Article 10(i)(3) and replace it with the following:

“Employees who are designated by the Employer to be First Aid Attendants will receive a premium of \$0.44 per hour for their Occupational First Aid Level I duties.”

Payment is to be prorated where the employee is absent from the workforce or is designated for less than full-time for purposes of providing first aid duties.

Employees not designated by the Employer as First Aid Attendants will not be required to take First Aid training, but will have the option to take training when made available by the Employer.

13. **Article 11 – General Holidays**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add Family Day to the list of recognized statutory holidays.

14. **Article 13 – Employee Benefits**

Effective as soon as is practicable after the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to make the following amendments to the provisions under the Collective Agreement or in the Extended Health, Dental, and Group Life Plans as applicable:

- (a) amend Article 13(b)(2)(i) - Vision Care from \$400 to \$450 and include that the employee may have the option to contribute the money toward laser eye surgery;
- (b) amend Article 13(b)(2)(ii) by increasing the provision for hearing aids from \$400 to \$500;
- (c) amend Article 13(b)(2)(v) by increasing the combined maximum for massage and physiotherapy from \$500 to \$700, increasing the combined maximum for chiropractic

and naturopathy from \$300 to \$500, increasing the maximum for acupuncture from \$300 to \$400, and increasing the maximum for podiatry from \$400 to \$600;

- (d) amend Article 13(b)(3)(iii) by increasing the Plan 'C' maximum from \$3,000 to \$4,000;
- (e) amend Article 13(b)(4) by increasing the Group Life maximum to \$150,000.

15. **Article 14 – Sick Leave Provisions**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 14(a) by amending the words “two hundred and fifty (250) working days” to read “two hundred and sixty-one (261) days” on the basis that:

- (a) Article 14(e) (deductions from sick leave) is to be amended as follows:

“A deduction shall be made from the employee’s sick leave bank for each hour absent from the workplace due to medical reasons.”

- (b) Article 14(h) (the family illness provision) is amended as follows:

“In case of illness of an immediate member of the family of an employee where no one is at home other than the employee who can provide for the needs of the ill person, the employee shall be entitled, after notifying the Department Head, to use a maximum of five (5) accumulated sick leave days per year for this purpose. However, the Employer may require proof of illness in case of illness of an immediate member of the family of an employee. Prior to notifying the Department Head, the employee must have twelve (12) days in their sick leave bank before they can apply for the family illness provision.”

- (c) Article 14(d) is amended so that Regular Employees who are eligible for service severance pay may have such entitlement accessed by the Employer should it be necessary to recover any outstanding costs resulting from the employee not having repaid in whole or in part the costs associated with being granted the Extension of Sick Leave benefit;
- (d) Article 14(k)(2) is amended by changing the reference from “Labour Management Group” to “Labour Management Committee” wherever it appears in the Article.

16. **Article 15 – Leave of Absence**

- (a) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 15(c) to read as follows:

“(c) **Bereavement Leave**

A Regular Employee shall be granted leave to a maximum of five (5) regularly scheduled working days' leave without loss of pay or benefits in the case of the death of a parent, spouse, brother, sister, grandchild, child, (including foster child living in the household) or parent-in-law.

A Regular Employee shall be granted to a maximum of three (3) regularly scheduled working days' leave without loss of pay or benefits in the case of the death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, aunt or uncle; or any other relative residing in the employee's household.

A relative, as identified herein, includes a person related by marriage, adoption or common-law.

Where the burial occurs outside the Province, an additional leave without pay may be granted for travel time.”

17. **Article 17(c) – Seniority**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to provide the Union with an up-to-date seniority list in January and July of each year.

18. **EOCP Certification**

Effective date of ratification, the Employer and the Union agree to the draft Letter of Understanding – EOCP Certification Premiums (Maintenance Workers).

19. **Letters of Understanding**

Appendix A – Standby Pay - *Delete*

Appendix B – Custodial Position - *Delete*

Appendix C – Personal and Sexual Harassment - *Renew*

Appendix D – Secondary School Student Work Experience Placement - *Delete*

Appendix E – Reorganization of Finance and Administration - *Delete*

Appendix F – Employee Alternate System – *Renew*

Appendix G – Article 12 (h) of the Collective Agreement – *Renew*

20. **Housekeeping**

The Employer proposes to make the following housekeeping changes:

- (a) update Schedule “A” and Schedule “C” to reflect classes that have been added, amended, or deleted during the term;
- (b) amend Article 7(h) by replacing the words “Department Head” in the title with the word “Non-bargaining Unit Supervisor”;

- (c) degender the Collective Agreement during drafting of the new Collective Agreement;
- (d) delete expired effective dates and related transitional wording;
- (e) any other housekeeping changes that are mutually agreed to during the drafting of the new Collective Agreement.

21. **Ratification**

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than thirty (30) calendar days from the date on which the Memorandum of Agreement is signed.

Signed this 20th day of Feb, 2014.

BARGAINING REPRESENTATIVES FOR THE
EMPLOYER:

“L. Jones”

“D. Philp”

“T. Chung”

“Malcolm Graham”

BARGAINING REPRESENTATIVES FOR CUPE
LOCAL 622:

“Bob Williams”

“G. Noga”

“V. Silva”

“Teddy Rasmussen”

“J. Mason”
