

2020

MEMORANDUM OF AGREEMENT

between the

CITY OF RICHMOND  
(hereinafter called the "Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 394  
(hereinafter called the "Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CITY OF RICHMOND (hereinafter the "Employer") AGREE TO RECOMMEND TO RICHMOND CITY COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 394 (hereinafter the "Union") AGREE TO RECOMMEND TO THEIR UNION MEMBERSHIP;

THAT THE COLLECTIVE AGREEMENT COMMENCING 2020 JANUARY 01 AND EXPIRING 2023 DECEMBER 31 (hereinafter the "new Collective Agreement") SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms and conditions of the Collective Agreement commencing 2016 January 01 and expiring 2019 December 31 (hereinafter the "2016-2019 Collective Agreement") shall apply except as specifically varied below.

2. **Clause 1 – Term of Agreement**

The Employer and the Union agree that the term of the new Collective Agreement shall be for four (4) years, commencing 2020 January 01 and expiring 2023 December 31.

It is further agreed that Subsections 50(2) and 50(3) of the *Labour Relations Code* shall be specifically excluded from and shall not be applicable to the new Collective Agreement.

3. **General Increases**

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Section 1 of Schedule 'A' to read as follows:

**"Schedule 'A'**

**General Wage Increases for 2020-2023 Collective Agreement**

1. The following percentage increases will take effect as indicated, with the new hourly rates in each case rounded to the nearest whole cent:
  - (a) Effective 2020 January 01, all hourly rates of pay that were in effect on 2019 December 31 shall be increased by two percent (2.0%). The new hourly rates shall be rounded to the nearest whole cent.
  - (b) Effective 2021 January 01, all hourly rates of pay that were in effect on 2020 December 31 shall be increased by two and one quarter percent (2.25%). The new hourly rates shall be rounded to the nearest whole cent.
  - (c) Effective 2022 January 01, all hourly rates of pay that were in effect on 2021 December 31 shall be increased by two and one half percent (2.5%). The new hourly rates shall be rounded to the nearest whole cent.
  - (d) Effective 2023 January 01, all hourly rates of pay that were in effect on 2022 December 31 shall be increased by two and one half percent (2.5%). The new hourly rates shall be rounded to the nearest whole cent.”

Section 6, Wage Table, of Schedule ‘A’ is to be amended as per the above.

4. **Clause 4.1(c) – Remuneration**

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Clause 4.1(c) to read as follows:

- “(c) If it becomes necessary to engage an employee in a class not provided for in Schedule ‘A’, the salary to be paid shall be determined in accordance with Clause 20.”

5. **Clause 11 – Vacations**

- (a) Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Clause 11.1(j) to read as follows:

- “(j) Subject to Section 11.4, all vacation allowance earned during a calendar year must be taken prior to December 31st of the following year.”

- (b) Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend the last sentence of Clause 11.4 to read as follows:

“**PROVIDED HOWEVER** that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Clause 11.4 shall be forty (40) working days.”

6. **Clause 13.2 – Extended Health Benefits**

- (a) Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend the third paragraph of Clause 13.2 to read as follows:

“The Employer shall pay ninety percent (90%) of the premium and the employees shall pay ten percent (10%). The employees' contributions shall be made by payroll deduction.”

- (b) Effective as soon as possible following the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Clause 13.2(iii) to read as follows:

“(iii) Laser eye surgery (one thousand five hundred dollars (\$1,500) per person lifetime maximum);”

7. **Clause 13.3 – Dental Plan**

Effective as soon as possible following the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Clause 13.3 to read as follows:

**“13.3 Dental Plan**

Dental coverage is available (compulsory unless covered by another Plan) for all Regular Full-Time Employees who have completed six (6) months continuous service and all Temporary Full-Time Employees who have completed twelve (12) months' continuous service on the following basis:

- (a) Basic Dental Services (Plan A) paying for eighty percent (80%) of the approved schedule of fees.
- (b) Prosthetics, Crowns and Bridges (Plan B) paying for seventy percent (70%) of the approved schedule of fees.
- (c) Orthodontics (Plan C) paying for seventy percent (70%) of the approved schedule of fees to a lifetime maximum of six thousand dollars (\$6,000) for dependent children as defined by the Plan; this coverage shall be extended to adults covered under the Plan.
- (d) The Employer shall pay to ninety percent (90%) of the premium and the employees shall pay ten percent (10%). The employees' contributions shall be made by payroll deduction.”

8. **Clause 13.4 – Group Life Insurance**

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Clause 13.4(e) to read as follows:

“The Employer shall pay ninety percent (90%) of the premium and the employees shall pay ten percent (10%). The employees' contributions shall be made by payroll deduction.”

9. **Clause 13.7(d) – Gratuity Pay**

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Clause 13.7(d) to read as follows:

“All employees may request to schedule gratuity credits earned pursuant to (a) above as paid gratuity leave. All such requests are subject to approval by the employee’s supervisor. Any gratuity credits earned in a calendar year which are not scheduled as paid gratuity leave prior to October 31<sup>st</sup> of the year following the year in which they are earned will be paid out during the first pay period following October 31<sup>st</sup> in the year following the year in which the gratuity credit was earned.”

10. **Clause 14.1 – Hours of Work and Schedule ‘B’ – Agreed Exceptions to Standard Hours and Workweek**

(a) Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Clause 1(b) and (c) of Schedule ‘B’ to read as follows:

“(b) Afternoon shift, either 3:30 p.m. to 1:00 a.m. or 4:00 p.m. to 1:30 a.m., Monday to Friday, inclusive.

(c) Afternoon shift supervision, either 3:30 p.m. to 1:00 a.m. or 4:00 p.m. to 1:30 a.m., Monday to Friday, inclusive.”

(b) Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Clause 5(c) of Schedule ‘B’ to read as follows:

“(c) Employees assigned to grass cutting crews may be scheduled to work a modified schedule commencing on or near the beginning of March through to approximately the end of October with ten-hour shifts scheduled 6:30 a.m. to 5:00 p.m., four days per week, with three consecutive days off. The ten-hour shift will be the regular shift for overtime calculations. All paid time benefits (e.g. vacation, sick leave) are provided based on the standard working day of eight (8) hours. Any other issues arising from this schedule will be dealt with at Labour Management.”

11. **Clause 14.2 – Promotional Policy**

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

(a) Amend Clause 14.2 to read as follows:

“(a) In making promotions, demotions, transfers, or re-employment, the required knowledge, ability and skills for the position shall be the primary consideration.

Selection shall be made at the discretion of the General Manager or delegate and the employees shall retain the right of appeal under the Grievance Procedure contained in this Agreement.

(b) The Employer shall establish the qualifications for all positions to assist in the selection of the most qualified candidate.

i. Candidates will be assessed based on the qualifications for the job.

ii. The Employer will use a variety of assessment processes and tools to assess the candidates’ knowledge, ability and skills related to the position, which may include, but is not limited to, interviews, written or practical tests and examinations, education, certifications, training, on-the-job performance indicators, attendance, and reference checks.

iii. The Employer shall adjust the weighting of the above criteria based on the nature of the position. This includes assigning greater weighting of practical testing as appropriate.

iv. All candidates will be assessed out of a score of 100 points.

v. Of the 100 points, a score out of 10 points shall be provided to employees based on their seniority according to the following:

- More than 20 years: 10 points
- More than 15 and up to 20 years: 7.5 points
- More than 10 and up to 15 years: 5 points
- More than 5 and up to 10 years: 2.5 points
- Up to 5 years: 1 point

vi. The Employer will select the highest scoring qualified candidate based on the above assessment criteria.

- vii. Where two or more candidates are assessed with the same number of points, the Employer shall select the most senior candidate.
  - viii. The Employer shall provide to CUPE 394 and to qualified candidates a minimum of seven (7) business days' notice regarding: (1) the weighting of assessment considerations used in the selection process; (2) the date of the assessment; and (3) applicable study materials where available.
- (c) All promotions and transfers shall be on the basis of the first six (6) months being a trial period. If during the six (6) months trial period in another classification it is proven that the employee is incapable of fulfilling the duties of the new position, the employee shall revert to their former classification.
  - (d) At the discretion of the General Manager or delegate, an employee may be temporarily appointed to fulfill the duties of a Supervisor and shall be paid the scheduled rate for that position while so employed. The employee concerned is to be fully briefed as to the rate of pay and working schedule as is required for the position.”
- (b) Delete Letter of Understanding #6. The rates of pay in Schedule “A” contain the adjustments to the rates of pay outlined in Letter of Understanding #6. These adjustments will be maintained in Schedule “A”.
  - (c) Adjust all classifications except for Labourer 1 and Labourer 2 in Schedule ‘A’ by a flat rate of seventy-five cents (\$0.75) per hour.

12. **Clause 14.7 (b) – Shift Differential**

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend the first paragraph of Clause 14.7(b) to read as follows:

“Except as otherwise noted in the Agreement, all employees shall be paid a shift differential of one dollar and ten cents (\$1.10) (effective 2022 January 01, one dollar and twenty-five cents (\$1.25)) per hour for each hour of a regular shift worked between the hours of 6:00 p.m. and 6:00 a.m.”

13. **Clause 15.1 – Grievance Procedure**

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Clause 15.1 to read as follows:

“Any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application or operation of this Agreement or any alleged violation thereof, including any question as to whether any matter is arbitrable, shall without

stoppage of work, be the subject of discussion between the Union and the Employer and shall be finally and conclusively settled in the following manner:

(a) **Step 1 – Manager**

Within thirty (30) calendar days of the date on which the incident giving rise to the grievance occurred or of the date when the employee(s) first became aware of the incident, whichever is later, the employee(s) and the Union shall submit the grievance to the Manager in writing, including the particulars of the alleged violation, the clauses violated, the date and circumstances of the incident and the remedy being sought. The Manager and employee(s) (who shall be entitled to Union representation) shall meet to discuss the grievance and the Manager shall render a written decision within ten (10) work days of receiving the written grievance.

(b) **Step 2 – Director**

Failing satisfactory settlement at Step 1, the Union shall, within ten (10) work days of receiving the Employer's response, refer the grievance in writing to the applicable Director or designate. The Director shall meet with the Union and shall render the decision within ten (10) work days of the grievance being referred. Any dispute between the Employer and the Union which is beyond the jurisdiction of any one Manager may be submitted by the Union directly to the Director.

(c) **Step 3 – Employer Grievance Committee**

Failing satisfactory settlement at Step 2, the Union shall, within ten (10) work days of receiving the response, refer the grievance, in writing to the Grievance Committee of the Employer. The Grievance Committee of the Employer shall meet with the Union within thirty (30) calendar days of the grievance being referred and shall render its decision within ten (10) work days of the meeting with the Union.

(d) **Step 4 – Arbitration**

Failing satisfactory settlement at Step 3 the Union may, within thirty (30) calendar days, refer the grievance to a Board of Arbitration.

The Board of Arbitration shall consist of one nominee appointed by the Employer and one appointed by the Union. These two nominees shall name a third member who shall be Chair.

Should the nominees fail to select a Chair within ten (10) work days, then either party to the Agreement may apply to the Minister of Labour for the Province of

British Columbia to appoint such third member. Each party shall pay the expenses of their nominee and shall pay half the expenses of the Chair.

Within ten (10) work days following the establishment of the Board of Arbitration, it shall report its decision on the grievance. The majority decision of the Board shall be final and binding on the parties.

By mutual agreement the Employer and the Union may appoint a single arbitrator in place of the Board of Arbitration. The decision of the single arbitrator shall be final and binding on both parties. Each party shall pay half the expenses of the single arbitrator.

(e) Any grievance dealing with dismissal shall commence at Step 3 – Employer Grievance Committee.

(f) **Time Limits**

The above time limits may be extended by mutual agreement of the Employer and the Union.”

14. **Clause 16.2 – Bereavement Leave**

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Section (a)(i) of Clause 16.2 to read as follows:

“(i) in the case of the death of the employee's marital or common-law spouse, child, ward, brother, sister, parent, parent-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or guardian; or”

15. **New Clause 16.3 – Family Leave**

(a) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new Clause 16.3 to read as follows:

“Family Leave

Any Regular Full-Time or Temporary Full-Time Employee who has completed six (6) months of employment and who has accumulated a positive balance in their sick benefit account may utilize up to four (4) days per year of that account for the express purpose of providing for the needed care, education, or health interests of their immediate family. Immediate family is defined as the employee’s wife, husband, child, ward, brother, sister, parent, parent-in-law, grandparent, grandchild, guardian or common-law spouse.



Note: Regular Part-Time Employees are eligible for Family Leave in accordance with Schedule "C", paragraph 6.1(c)(iv).

To assist in the scheduling of work assignments, each employee should provide as much notice as possible to the Department Head or delegate prior to taking Family Leave. It is recognized however, that the exercise of Family Leave may not allow the employee sufficient time to provide much notice of impending absence. Therefore it is a requirement that each employee establish contact with their Department Head or delegate at the start of each day of Family Leave taken. If a Department Head or delegate is not satisfied that Family Leave has been used for the express purpose for which it is intended, the employee may be asked to substantiate such use."

Subsequent sections in Clause 16 will be renumbered accordingly.

(b) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Schedule "C", paragraph 6.1(c)(iv) to read as follows:

"(iv) Upon the completion of six (6) calendar months of employment, all Regular Part-Time Employees shall also be entitled on a prorated basis to the same Bereavement Leave, Family Leave and Jury Duty/Crown Witness Leave and on a full basis to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Regular Part-Time Employee shall not be paid the ten percent (10%), twelve percent (12%), or sixteen percent (16%) of regular earnings when on unpaid leave of absence."

16. **Clause 18 (b) – Clothing**

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend the second paragraph of Clause 18(b) to read as follows:

"The Employer will provide a maximum payment of two hundred dollars (\$200.00) per two-calendar year period to be applied towards the purchase of rain gear or CSA approved safety footwear by Regular Full Time employees upon the production of receipt."

17. **Clause 20 – Classification and Evaluation of Positions**

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Clause 20 to read as follows:

"The classification, evaluation, reclassification and revaluation of positions covered by this Agreement shall be determined in accordance with the procedure established by the

Employer. Where the Union disagrees with the result of a job evaluation, it may grieve the result under the provisions of Clause 15.”

18. **Clause 22(h) – Access to Official Employee File**

Effective the date of ratification of the Memorandum of Agreement, the City and the Union agree to amend Clause 22(h) to read as follows:

“(h) Letters of censure, reprimand, discipline and all adverse statements shall be removed from the official employee file after the employee has worked the number of regular hours equivalent to two (2) years of full-time employment from the date it was issued, provided there has not been a further infraction.”

19. **Letter of Agreement No. 3 – Temporary Full-Time Employee Procedures**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 4 of Letter of Agreement No. 3 to read as follows:

“It is agreed that TFT employees will accumulate earned vacation credits in a bank from which they can draw upon the accumulated time for paid vacation leave, subject to the collective agreement and approval of the leave subject to departmental guidelines provided such request is not in the prime vacation time of regular full time employees nor displaces vacation requested by any regular full time employee. It is also emphasized that TFT’s are employed, in part, for the express purpose of relieving regular full time employees on vacation and under no circumstance is a TFT to be hired for the purpose of replacing another TFT on vacation. Temporary Full-Time Employees receiving vacation under this Letter of Agreement shall have their annual vacation prorated for the proportion of the calendar year worked. When calculating placement on the vacation grid for the second and subsequent years of service, years of service will be prorated on the basis of the number of full-time equivalent hours worked by the Temporary Full-Time Employee.”

20. **New – Letter of Understanding – Hours of Work Committee**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to a new Letter of Understanding as set out in Appendix “A” of this Memorandum of Agreement.

21. **Letters of Understanding**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to renew Letters of Understanding # 1, 2, 4, 5, and 7.

22. **Letter – Notice of Amendment of Current Practices**

In implementing the City’s notice regarding item #1 referenced in the Letter from Jacqui Noftall to Stephen Mulgrew, dated, October 17, 2019, the City agrees to the following:

While not to be included in the new Collective Agreement, any supplementary vacation allotments in place as of the date of ratification of this Memorandum of Agreement and that have been carried over the five (5) year limitation specified in Schedule ‘D’ must be used by December 31<sup>st</sup>, 2022. Any such entitlements which have not been taken as time off prior to December 31<sup>st</sup>, 2022, shall be paid out to the affected employees during the first pay period of February, 2023 at the rates in effect on December 31<sup>st</sup>, 2022.

23. **Housekeeping**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union mutually agree to make the following housekeeping changes:

- (a) amend Clause 6(d) to replace “Provincial Emergency Program” with “Emergency Management BC” and to replace “PEP” with “EMBC”.
- (b) delete “All job postings shall state “this position is open to male and female applicants”.” from the second paragraph of Clause 14.9(a).
- (c) amend Clause 16.4(a) to read as follows:

**“(a) Length of Leave**

**Birth Mother**

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave (note: this includes the unpaid waiting period before EI benefits begin to be paid) and up to 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 mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.

**Birth Father and Adoptive Parent**

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to sixty-two (62) consecutive weeks of parental leave without pay (note: this includes the unpaid waiting period before EI benefits begin to be paid). The employee shall take the leave within seventy-eight (78) weeks of the child's birth or date the child comes within the care and custody of the employee.

**Extensions – Special Circumstances**

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where 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.

Provided however, that in no case shall the combined maternity and parental leave exceed seventy-eight (78) consecutive weeks following the commencement of the leave.”

(d) amend Clause 16.4(f)(iv)(i) by deleting the words “two (2) week”.

(e) amend Clause 5(b) of Schedule ‘B’ to read as follows:

“During the April through November boulevard maintenance season, due to safety concerns during high traffic periods, may utilize a crew for a Monday through Friday shift of 6:00 p.m. to 3:30 a.m.”

(f) amend the first line of Part 5(c) of Schedule ‘B’ to read as follows:

“Employees assigned to grass cutting crews may be scheduled to work a modified schedule.”

(g) Amend the table in Schedule ‘D’ to reflect the term of the new Collective Agreement.

(h) Delete expired effective dates.

(i) any other housekeeping amendments mutually agreed to during the drafting of the new collective agreement.

24. **Drafting of New Collective Agreement**

The Employer and the Union agree that in all instances where an amendment to the Collective Agreement is effective on a specific date, only the amendment shall appear in the new Collective Agreement together with a sentence referencing its effective date.

25. **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 sixty (60) calendar days from the date on which the Memorandum of Agreement is signed.

DATED this 10 day of February, 2020 in the City of Richmond.

BARGAINING REPRESENTATIVES ON BEHALF OF  
THE CITY OF RICHMOND:

\_\_\_\_\_  
"Tom Stewart"

\_\_\_\_\_  
"Todd Gross"

\_\_\_\_\_  
"Cecilia Achiam"

\_\_\_\_\_  
"Cindy Thomas"

\_\_\_\_\_  
"Barb Erickson"

\_\_\_\_\_  
"Jerry Chong"

\_\_\_\_\_  
"Elizabeth Ayers"

BARGAINING REPRESENTATIVES ON BEHALF OF  
THE CUPE LOCAL 394:

\_\_\_\_\_  
"Rob Boily"

\_\_\_\_\_  
"Tom Knowles"

\_\_\_\_\_  
"Sherman Hillier"

\_\_\_\_\_  
"Scott Burbidge"

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**APPENDIX “A”**

The following terms are not intended to be ongoing and therefore will not be included in the agreement.

LETTER OF UNDERSTANDING

between the

CITY OF RICHMOND  
(the “Employer”)

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 394  
(the “Union”)

**RE: HOURS OF WORK COMMITTEE**

1. The Employer and the Union agree to establish an Hours of Work Committee (hereinafter “the Committee”) comprised of up to three (3) representatives appointed by the Employer and up to three (3) representatives appointed by the Union.
2. The purpose of the Committee shall be to review alternative schedules of work and determine whether alternative schedules of work can be implemented in a specific work group for a trial with a duration of one year. The committee will select three (3) diverse work groups for review. The Committee may examine other work groups during the life of the Committee by mutual agreement.
3. The Committee will be guided by the following principles in considering any proposed trial:
  - the maintenance of annual working hours;
  - sufficient departmental coverage;
  - improved service to the public;
  - improved operational flexibility;
  - no additional salary, premium, or benefit cost to the Employer;
  - no reduction in the salaries or benefits of employees; and
  - no increase in operational costs arising from an alternative schedule of work.
4. Where the parties agree to a trial for a work group, the terms of the trial shall be documented in a Letter of Understanding, which will include the criteria against which the trial shall be evaluated. Letters of Understanding governing trials are subject to ratification by the Senior Management Team and the CAO for the Employer and by CUPE Local 394, and will not be implemented unless ratified by the parties.

5. The members of the Committee shall set dates to meet by mutual agreement.
6. This Letter and the Committee will expire on 2021 June 30, unless extended by mutual agreement of the parties.

Dated this 10 day of February, 2020.

FOR THE CITY OF RICHMOND:

FOR CUPE LOCAL 394:

“Cecilia Achiam”

“Rob Boily”

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