

2022

MEMORANDUM OF AGREEMENT

between the

CITY OF WHITE ROCK

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 718-07

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 718-07 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2022 JANUARY 01 AND EXPIRING 2024 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2020-2021 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for three (3) years from 2022 January 01 to 2024 December 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 Wage Increases

The Employer and the Union agree that the new Collective Agreement shall reflect wage adjustments as follows:

- (a) Effective 2022 January 01, all hourly rates of pay that were in effect on 2021 December 31st shall be increased by three percent (3.00%). The new hourly rates shall be rounded to the nearest whole cent.

- (b) Effective 2023 January 01, all hourly rates of pay that were in effect on 2022 December 31st shall be increased by four and one-half percent (4.50%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2024 January 01, all hourly rates of pay that were in effect on 2023 December 31st shall be increased by four percent (4.00%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Retroactive payments arising from (a), (b) and (c) will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

4. One-time Lump Sum Payment

The Employer and the Union agree to provide employees who were employed during the 2022 calendar year and remain active employees as of the ratification date (less applicable statutory deductions) a one-time lump sum payment equal to three and one half percent (3.50%) of all regular straight time wages earned in the 2022 calendar year plus an additional one-time lump sum payment equal to one percent (1.00%) of all regular straight time wages earned in the 2022 calendar year. The payment of the lump sum will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

5. Article 8.1 – Dirty Pay

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 8.1 to read as follows:

“An employee when engaged on work where the employee comes in contact with live sewage shall be paid an additional one-dollar and fifty cents (\$1.50) per hour over the employee's regular classified rate of pay.”

6. Article 8.3 – Occupational First Aid Ticket

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 8.3 to read as follows:

“An employee designated by the Corporation to perform first aid duties in addition to their normal duties and who holds a valid WorkSafeBC Occupational First Aid Level II Certificate shall be paid a premium as follows: Full-Time Employee – one-hundred and twenty-five dollars (\$125) per month; Part-Time and Casual Employees – eighty cents (80¢) per hour.”

7. Article 10.3 – Standby Pay

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 10.3 to read as follows:

“Employees who are required to stand by for a call to work between the end of a regular shift on the first day of work in a regular work week and the commencement of a regular shift on the last day of work in the regular work week shall receive one (1) hour's pay at the employee's regular rate of pay for each day that the employee stands by as required. This does not apply to General Holidays that normally would have been a regular work day.

Employees who are required to stand by on weekends shall be paid eight (8) hours' pay at the employee's regular rate of pay for standing by for the period from the conclusion of the last regular working day in the week to the commencement of the first regular working day in the following week. Employees shall receive an additional three (3) hours' pay for each General Holiday that is attached to a weekend, i.e., employees would be paid eleven (11) hours for a three (3) day weekend and fourteen (14) hours for a four (4) day weekend.

Employees who are required to stand by on a General Holiday that is not attached to a weekend shall be paid five (5) hours' pay at the employee's regular rate of pay for standing by for the period from the conclusion of the regular working day prior to the General Holiday to the commencement of the first regular working day following the General Holiday. Employees shall receive an additional three (3) hours' pay (a total of eight (8) hours' pay) if there are two (2) consecutive General Holidays not attached to a weekend.”

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union also agree to delete Section 5 – Standby Pay in Schedule “E” (Letter of Understanding – Water Utility Outside Employees).

8. Article 11.2 – General Holidays

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 11.2 to read as follows:

“Such vacations shall be in addition to the following General Holidays to which all Regular Full-Time Employees, Temporary Full-Time Employees and Regular Part-Time Employees, qualifying for same, shall be entitled with pay:

New Year's Day, Family Day*, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any Government of Canada, Province of B.C. or City of White Rock Proclamation Holiday.

For the purpose of this Article, all new employees hired by the Corporation shall have worked for the Corporation at least fifteen (15) working days in the thirty (30) calendar day period immediately prior to the General Holiday.

* If/when Family Day ceases to be a provincial public holiday under the laws of British Columbia, Family Day will no longer be considered a Public Holiday for the purposes of this Collective Agreement.”

9. Article 12.1 – Medical, Dental and Extended Health Plans

Effective as soon as possible following the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 12.1 to read as follows:

“All employees now included in the Medical, Extended Health, and Dental Plans and all future Regular Full-Time Employees shall, subject to the provisions of the Plans, participate in the Medical, Extended Health and Dental Plans on the first day of the month following the date of hire. All Temporary Full-Time Employees shall, upon the completion of six (6) months' continuous service and subject to the provisions of the Plan, participate in the Medical and Extended Health Plans and, upon the completion of twelve (12) months' continuous service and subject to the provisions of the Plan, participate in the Dental Plan. The premiums for Medical and Extended Health Plans shall be paid one-hundred percent (100%) by the Corporation. The premiums for the Dental Plan shall be paid seventy-percent (70%) by the Corporation and thirty percent (30%) by the participating employees.”

While not to be included in the Collective Agreement, effective as soon as possible following the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to the following:

- (a) Coverage year maximum for Psychologist increased from five hundred dollars (\$500.00) to seven-hundred and fifty dollars (\$750.00);
- (b) Coverage for Psychologist broadened to include Registered Clinical Counselor;
- (c) Coverage year maximum for combined Massage and Physiotherapy increased from eight-hundred dollars (\$800) to one-thousand dollars (\$1,000);
- (d) Coverage for Eye Exams increased from one-hundred dollars (\$100) every two (2) years to one-hundred and twenty-five dollars (\$125) every two (2) years;
- (e) Coverage for Vision Care increased from three-hundred and fifty-dollars (\$350) every twenty-four (24) months to four-hundred and fifty dollars (\$450) every twenty-four (24) months.

10. Article 12.2 – Group Life Insurance

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 12.2(a) to read as follows:

- “(a) All employees now included in the Group Life Insurance Plan and all future Regular Full-Time Employees, without exception, shall participate in the Group Life Insurance Plan carried by the Corporation, which shall include dismemberment coverage, on the first day of the month following the date of hire. provided the employees are qualified under the rules of the plan. All Temporary Full-Time Employees shall, upon the completion of twelve (12) months' continuous service, participate in the Group Life Insurance Plan, provided the employees are qualified under the rules of the plan. Coverage shall be equal, to the nearest one thousand dollars (\$1,000.00), to one and one-half (1½) times an employee's annual earnings. The premiums shall be paid seventy-five percent (75%) by the Corporation and twenty-five percent (25%) by the participating employees.”

11. Article 12.3 – Sick Benefits

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 12.3(i) to read as follows:

- “(i) Full sick leave credit will be given for absence in the following circumstances:
- (a) Accident on the job (WorkSafeBC claim);
 - (b) Leave due to illness with pay;
 - (c) Leave for active service in the Armed Forces.”

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union also agree to amend Article 12.3(j) to read as follows:

- “(j) No credit will be given in the following circumstances:
- (a) Leave without pay greater than one-half (½) month;
 - (b) Suspension without pay.”

12. New – Article 12.10 – Protective Clothing

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add Article 12.10(d) to read as follows:

- “(d) Regular Full-Time Employees in positions whose duties require them to wear safety boots in accordance with WorkSafeBC regulations shall be reimbursed to a maximum of seventy-five dollars (\$75.00) toward the purchase of CSA approved safety boots every two (2) years upon presentation of original receipts.”

13. Article 12.12 – Regular Part-Time and Casual Employees' Benefits

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 12.12 to read as follows:

“Regular Part-Time and Casual Employees shall be paid an amount equal to twelve percent (12%) of their regular straight-time earnings in lieu of all benefits provided for in this Collective Agreement except those benefits that are specifically identified as being applicable to Regular Part-Time Employees. Employees shall receive such payment with their bi-weekly pay cheques.”

14. Article 13.3 – Bereavement Leave

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 13.3 to read as follows:

“Leave of absence without loss of pay for a maximum period of five (5) working days shall be granted to an employee in the event of a death of a member of the employee's family. The family being defined as: spouse, child, parent, parent-in-law, sibling, sibling-in-law, grandparents, grandchildren or ward. Temporary Full-Time Employees shall be eligible for the provisions of this Article upon the completion of twelve (12) months' continuous service.”

15. New – Article 13.6 – Family Leave

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add Article 13.6 to read as follows:

“Any Regular Full-Time or Temporary Full-Time Employee who has completed six (6) months of employment and who has accumulated more than twelve (12) days' sick leave credits in their sick benefit account may utilize up to three (3) 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 spouse, child, ward, brother, sister, parent, parent-in-law, grandparent, grandchild, guardian.

In order to comply with the requirements regarding eligibility for Employment Insurance (EI) rebates, only those employees who have more than twelve (12) days' sick leave credits are entitled to use sick leave credits as described above.

The use of sick leave credits for the purpose of Family Leave will affect Gratuity, as per Article 12.5(b).”

16. Article 14 – Posting of Vacancies and New Positions

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 14(a) to read as follows:

- “(a) The Corporation agrees that before permanently filling any vacant or new regular fulltime or regular part-time position, notice of such vacancy shall be posted for seven (7) working days. In the event that two (2) or more applicants are equally qualified and capable of filling a position, preference shall be given to the applicant with the most seniority. All decisions relating to the job posting shall be made within thirty (30) working days of the job posting date.

Should a successful applicant not be found from within the bargaining unit, then applicants from outside the bargaining unit will be considered.

It is mutually agreed that a position coming open within the Corporation may be filled temporarily at the discretion of the Corporation during the above thirty (30) working day period.”

17. Article 22 – Joint Occupational Health and Safety Committee

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 22 to read as follows:

- “A Joint Occupational Health and Safety Committee shall be established and will abide by requirements of the Workers Compensation Act.”

18. Schedule “F” – Letter of Understanding - Hours of Work – Bylaw Enforcement Staff

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend section 1(c) to read as follows:

- “(c) The normal daily hours of work shall be seven (7) consecutive hours, exclusive of a one-half (½) hour unpaid meal period, between the hours of 06:00 and 02:00.

19. Housekeeping

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

- (a) renew and attach all existing Letters of Understanding to the Collective Agreement;
- (b) delete expired effective dates; and

- (c) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

20. 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.

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 this Memorandum of Agreement is signed.

DATED this 12th day of March, 2024.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE EMPLOYER:

"K. Laing"

"J. Gordon"

"J. Woolgar"

"H. Dhesi"

BARGAINING REPRESENTATIVES ON BEHALF
OF THE UNION:

"D. Benning"

"C. Grundy"

"K. Uppal"

"S. Clarke"
