

2022

MEMORANDUM OF AGREEMENT

between the

CITY OF NEW WESTMINSTER

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 387

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE CITY OF NEW WESTMINSTER, THE NEW WESTMINSTER POLICE BOARD AND THE NEW WESTMINSTER PUBLIC LIBRARY (hereinafter called "the Employers"), AGREE TO RECOMMEND TO THEIR RESPECTIVE PRINCIPALS

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 387 (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 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 Employers and the Union agree that a 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 will be increased by 3.00%. The new hourly rates will 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 will be increased by 4.50%. The new hourly rates will be rounded to the nearest whole cent.
- (c) Effective 2024 January, all hourly rates of pay that were in effect on 2023 December 31st will be increased by 4.00%. The new hourly rates will be rounded to the nearest whole cent.
- (d) Retroactive payments arising from (a) and (b) will be made as soon as possible following the date of ratification of this Memorandum of Agreement. Retroactive payments will be made to all employees who were employed during the term of this agreement.

4. Inflationary Support and Retention Payment

- (a) The Employers and the Union agree to a one-time inflationary support payment of two and one half percent (2.5%) of their new 2022 base straight-time hourly rate of pay (after the general wage increase application) for all Employees who are employed as of the ratification date (less applicable statutory deductions). The payment of the lump sum will be made as soon as possible following the date of ratification of the Memorandum of Agreement.
- (b) The additional one-time retention payment of two percent (2.0%) will be calculated based on the employee's new base straight time hourly rate of pay (after the application of the general wage increases) earned between June 24, 2023 and June 21, 2024, for all employees who are employed as of June 21, 2024. The payment will be made by August 9, 2024 and is subject to statutory deductions.

5. Article 1.3 Definitions

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to amend Article 1.3 to read as follows:

- a) **Probationary employees** will mean and include all employees employed during the first six (6) cumulative months of service in any position. Refer to Article 4.1.
- b) A **Regular Full-Time Employee** is an employee who is employed in an **established position (as approved by Council)** on a Full-Time basis of thirty-five (35), thirty-seven and one-half (37.5), forty (40) or such other number of weekly hours as is recognized in the Collective Agreement as normal for a particular class of positions, for an indefinite period of time.

c) **A Regular Part-Time Employee** is an employee who is employed in an established position (as approved by Council) on a regular part-time schedule of weekly hours which are less than the number constituting full-time employment for a particular class of positions for an indefinite period of time. **A Regular Part-Time Employee may work additional hours in a different classification.** ~~working in a classification for one-half (0.5) or more of a regular weekly schedule of hours associated with that specific Full-Time classification (for either Inside or Outside classes) for an indefinite period of time.~~

d) An Auxiliary Employee is **any other** employee. ~~who is called to work to backfill positions made vacant for temporary reasons (e.g. Vacation, Sick Leave, Leave of Absence, temporary peaks in workload, etc.) and/or called to work in irregularly scheduled hours to meet operational need.~~

An Auxiliary Employee who has been employed full-time or part-time for more than twelve (12) continuous weeks shall commence on the first day of the thirteenth (13th) week, for the duration of full-time or part-time employment, to be designated as either Temporary Full-Time or Temporary Part-Time, respectively. Upon being converted to Temporary status, the employee shall cease to qualify for a percentage in lieu of benefits and commences serving the eligibility period for provisions applicable to Temporary employees.

e) **A Permanent Employee** is any employee who has completed over six (6) cumulative months of worked service.

f) **A Temporary Full-Time Employee** is an employee who is employed on a full-time basis as set forth above, for a definite and limited period of time, but not less than twelve (12) consecutive weeks (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring). ~~employed on a Full-Time basis as set forth in the definition "Regular Full-Time Employee" for a definite period of time up to a maximum of three (3) years. In the event the work extends beyond three (3) years, the position and the incumbent become permanent, and the incumbent is recognized as a Regular Full-Time Employee. Seniority is set at the start date of the assignment.~~

Where Temporary Full-Time Employees are hired for a specific project at the time of being hired of the expected duration of the project, the Employers will notify the Union as soon as possible in the event circumstances subsequently arise which have the effect of terminating the project or program earlier than had been expected and announced.

g) **A Temporary Part-Time Employee** is an employee who is employed on a regular part-time basis as set forth above, for a definite and limited period of time, but not less than twelve (12) consecutive weeks (which may be

extended or cut short by circumstances which could not be foreseen at the time of hiring).

~~employed on a part-time basis as set forth in the definition “Regular Part-Time Employee” in an assignment for a definite period of time up to a maximum of three (3) years. In the event the work extends beyond three (3) years, the position and the incumbent become permanent, and the incumbent is recognized as a Regular Part-Time Employee. Seniority is set at the start date of the assignment.~~

Where Temporary Part-Time Employees are hired for a specific project at the time of being hired of the expected duration of the project, the Employers will notify the Union as soon as possible in the event circumstances subsequently arise which have the effect of terminating the project earlier than had been expected and announced.

- h) The Employer will review the use of Auxiliary, and Temporary, **and Part-Time** hours scheduling annually with the Union to ensure compliance with the Collective Agreement’s application of these hours.

And the formation of an “Auxiliary, Temporary and Part-Time Employee Staffing Utilization Committee”, in accordance with a new Letter of Agreement appended as Appendix A to this agreement, which will meet within 90 days of the signing of this Memorandum of Agreement.

6. Article 1.6

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to amend Article 1.6 to read as follows:

Article 1.6 Respectful Workplace

The Employer and the Union agree **that all employees have the right to work without discrimination, harassment, or bullying. The Employer and the Union agree to prevent behaviour which constitutes harassment or discrimination and to safeguard against harassing or discriminatory behaviour through the implementation of policy and education. Any complaints, misconduct or occurrences will be dealt with in accordance with the Employer’s policy, the BC Human Rights Code and WorkSafeBC requirements.** ~~to abide by the Human Rights Act, and specifically agree that there shall be no discrimination practiced by either party. The Employer and the Union agree to prevent behaviour which constitutes harassment or discrimination and to safeguard against harassing or discriminatory behaviour through the implementation of policy and education. The Employer will consult with the Union on any revisions and/or updates to the Respectful Workplace and Human Rights policy.~~

7. Article 2 Union Security

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to amend Article 2 to read as follows:

Article 2 Union Security

- a) Every employee covered by this Agreement will, within thirty (30) calendar days of commencing employment with the Employers, become a member of the Union **and within that same thirty (30) days the Employers will provide each member's personal contact information to the Union on the Union's prescribed form.**
- h) **An employee who is called into a meeting that could reasonably result in a written warning or more serious discipline will be advised of the purpose of the meeting and of their right to have a steward or other union designate present.**

8. Article 4 Working Conditions

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to amend Article 4 to read as follows:

4.7 Notice of shift change – Temporary Changes ~~Non-Standard (Inside)~~

~~See Appendix 1 for details.~~

Employees will be provided with seven (7) calendar days' written notice of any changes to their hours of work when such a change is anticipated to be temporary in nature, except in cases of emergency. Notice given with less than seven (7) days will be mutually agreed upon between the employee and employee's immediate supervisor.

Employees working in the Cultural Services Division and Conference Services Division will be provided forty-eight (48) hours written notice in advance of any shift change.

4.8 Notice of shift change – Permanent Changes ~~Non-Standard (Outside)~~

~~See Appendix 1 for details.~~

Employees will be provided with thirty (30) calendar days' written notice of any changes to their hours of work when such a change is anticipated to be permanent, indefinite, or ongoing.

Remove Notice of Shift Change language from Appendix 1

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to establish a joint committee. The Hours of Work Committee will meet within ninety (90) calendar days of ratification of this MOA to begin to develop Terms of Reference and scope for the Committee. The purpose of the Committee will be to assess opportunities for streamlining and modifying to hours of work in the Collective

Agreement, Letters of Agreement and Appendices, exploring a Four Day Work Week pilot, and evaluating the alignment of the Hybrid/Remote Work Policy.

9. 5.13 Callout

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to amend Article 5.13 to read as follows:

The following provisions will apply to Regular and Temporary Full-Time employees:

- a) Callout is to be defined as being called back to work at any time following completion of an employee's regular shift except when pre-scheduled by notice provided prior to the end of the employee's previous regular shift which is defined as overtime in Article 5.8.
- b) An employee who is called back to work will be paid double time (2x) for the time actually worked plus one (1) hour allowance for travelling to and from home, with a minimum of three (3) hours of pay at double (2x) the rate of pay. (The minimum includes one (1) hour for travelling time.)
- c) If additional calls are made upon the employee prior to the expiry of the three (3) hour period or prior to their arrival home, whichever last occurs, such additional calls will not attract an additional three (3) hours minimum, but the employee will be paid for the time actually worked plus an additional one (1) hour allowance for travelling to and from home. If two (2) separate callouts are completed within a three (3) hour period, the minimum payment will be four (4) hours at double (2x) the rate of pay. (The minimum includes two (2) hours for travelling time.)
- d) Notwithstanding the callout minimum, an employee who is at the workplace prior to the commencement of the employee's regular shift and who is required to commence work prior to the commencement of the employee's regular shift, will be paid in accordance with the overtime provisions for the actual time worked prior to the commencement of the employee's regular shift.
- e) An employee who has been authorized by the Employer to receive a notification by telephone **or computer** while off duty, and is able to deal with the problem over the telephone **or computer** and does not have to report to a worksite, shall be paid one (1) hour pay at straight time at the employee's regular rate of pay. Multiple telephone calls **or computer notifications** within a one (1) hour period will be treated as one (1) event for the purpose of pay. Calls received beyond one hour of the initial call will be treated as a separate event.

An employee will not be eligible for this form of callout should a return to the worksite callout (Article 5.13 above) result from the issue being discussed. The Employer will produce a list of employees authorized to get calls while off duty.

- f) For the employees at Engineering Operations, the Employer shall assign callout work from a rotating departmental list contingent on the qualifications required to perform the work assignment. Call-out is based on an emergent operational event. Employees will make every reasonable effort to attend work when called.

- g) **For Regular and Temporary Part-Time Employees, additional hours of work shall not be deemed a Callout. An employee who has worked a shift of less than seven (7), seven and one-half (7.5), or eight (8) hours, as the case may be, and is offered additional work that day shall be paid at their regular hourly rate until they have worked a total of seven (7), seven and one-half (7.5), or eight (8) hours. Additional work may be before or after a scheduled shift or a separate shift. They shall be paid at the applicable overtime rates under Article 5.8 for any hours worked beyond seven (7), seven and one-half (7.5), or eight (8) hours that day.**

10. Article 5.15 Dirty Pay

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to amend Article 5.15 to read as follows:

5.15 Dirty and Hazard Pay

- a) **Dirty Pay:** A pay differential of ~~one dollar (\$1.00)~~ **two dollars (\$2.00)** per hour will apply to any employee for the time the employee is in actual contact with live sewage while cleaning sewage pump stations, clearing blocked sewers or making sewer connections; such time to be subject to the approval of the supervisor.
- b) Whenever a cemetery employee is required to perform disinterring duties then they will receive an additional two (2) hours pay at regular rates.
- c) **Hazard Pay:** Employees who work with human or animal feces or urine, including rodent or bird droppings or in situations that involve biohazards, sharps, bed bugs, or vomit, if not in the course of their regular job duties, will receive a hazard pay premium of two dollars (\$2.00) per hour on their hourly rate of pay for the time the employee is in contact with the hazardous materials. Such time will be subject to the approval of the supervisor.

And agreement to a new Letter of Agreement RE: Encampment "Clean-Up" Premium Pay, attached as Appendix B to this Memorandum.

11. Article 5.16(a) Occupational First Aid Pay

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to amend Article 5.16(a) to read as follows:

- a) Employees who are required by the Employer to perform first aid duties in addition to their normal duties, and who hold a valid WorkSafeBC First Aid Certificate, will be paid a premium in accordance with the certificate required as follows:

	<u>Regular Full-Time, And Temporary Full-Time Employees</u>	<u>Regular Part-Time, Temporary Part-Time & Auxiliary Employees</u>
OFA Level II	\$150.00 \$200.00 per month	\$1.20 \$0.90 per hour

b) The Employers will pay course fees required to complete the OFA Level II to employees who are required to possess such certification.

12. Article 6.2 Safety Work Boot Allowance

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to amend Article 6.2 to read as follows:

6.2 Safety Work Boot Allowance

- a) Except as provided in Paragraphs (b) and (c)-below, Regular Full-Time employees who are required to wear safety work boots in accordance with WorkSafeBC regulations shall be reimbursed up to one hundred and **fifty dollars (\$150.00)** ~~thirty (\$130.00) dollars~~ **every twelve (12) months** ~~every twenty-four (24) months~~ upon presentation of receipts.
- b) All Regular Full-Time Street Use, Enforcement Officer and Animal Services Officers shall be reimbursed up to **one hundred and seventy-five dollars (\$175.00) every twelve (12) months each year** ~~one hundred and thirty (\$130.00) dollars every twelve months (12)~~ upon presentation of receipts.
- c) Regular Full-Time employees who are assigned to crews working on asphalt, concrete and towing shall be reimbursed up to **three hundred dollars (\$300.00) every twelve (12) months each year** ~~one hundred and thirty (\$130.00) dollars every twelve (12) months~~ upon presentation of receipts.

13. Article 7.4 Part-Time Employees (New)

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to amend Article 7.4 to read as follows:

7.4 Part-Time Employees

All Regular Part-Time and Temporary Part-Time employees working in a classification for one-half (0.5) or more of a regular weekly schedule of hours will have rights of Articles 7.1, 7.2 and 7.3 pro-rated to their hours worked when compared to Full-Time hours for their particular classification.

Consequential amendments and renumbering of Article 7.

14. Article 8.1 Statutory Holidays – Standard

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

8.1 Statutory Holidays – Standard

a) Basic Entitlement

All Regular and Temporary Full-Time, and **Part-Time employees working in a classification for one-half (0.5) or more of a regular weekly schedule of full-time hours will, on a pro-rated basis**, (including probationary) be entitled to a holiday with pay on the following Statutory Holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	National Day for Truth and Reconciliation
B.C. Day	

And any other day appointed by Council or by the Government of Canada or Province of B.C. to be a civic or Statutory Holiday.

PROVIDED THAT

Note the remainder of this Article remains the same.

15. Article 8.2 Statutory Holidays – Regular Part-Time

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to delete Article 8.2 as follows:

8.2 Statutory Holidays – ~~Regular Part-Time~~ (less than 0.5 FTE)

A Statutory Holiday will be treated as a normal working day for all Part-Time employees **working in a classification for less than one-half (0.5) of the full-time equivalent (FTE) of a regular weekly schedule of hours**. Thus, ~~an those~~ employees who works on a Statutory Holiday will be paid at straight time rates for the normal daily hours and at normal overtime rates for any hours working in excess of normal daily or weekly hours. Similarly, ~~an those~~ employees who does not work on a Statutory Holiday will not receive any pay or compensating time off in-lieu of the holiday.

16. Article 9.1 Leaves

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to amend Article 9.1 to read as follows:

9.1 Bereavement and Compassionate Care Leave

a) Bereavement

- i) Any Regular Full-Time or Temporary Full-Time, or Regular Part-Time or Temporary Part-Time employee who has completed six (6) months of employment, shall be granted Bereavement Leave with pay for a period of up to ~~three (3)~~ **five (5)** working days to grieve, attend a funeral and/or take care of issues relating to the death of a member of the employee's immediate family.
- ii) "Immediate family" means the spouse (including common-law spouse* and same sex partner), child (including step-child), ward, sibling, parent (including step-parent) guardian, grandparent, grandchild, and parent-in-law of an employee; or any other relative of the employee who lives in the employee's household.
 - a. "Common law spouse" means a person who has been cohabitating with an individual in a conjugal relationship for at least one (1) year prior to the individual's death.
 - b. The above definition of "immediate family" will be amended to reflect any changes to the Employment Standards Act of British Columbia where applicable.
- ~~iii) An employee who qualified for Bereavement Leave with pay under Paragraph (i) and (ii) herein, and who is required to travel outside of the Lower Mainland of British Columbia, shall be granted an additional two (2) days with pay.~~
- iv.) Requests for leave under Paragraphs (i) and ~~(iii)~~ will be submitted to the employee's Department Head or designate **for approval** ~~who will determine and approve the number of days required in each case.~~

17. Article 9.3(e) Maternity, Parental, and Adoption

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to amend Article 9.3(e) to read as follows:

9.3(e) Maternity, Parental, and Adoption

e) Benefits

- i) Dental, EHB and Life Insurance benefits will continue uninterrupted during the period of time the employee is on Maternity and/or Parental Leave provided that the employee makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage, all benefits named in this paragraph will continue.
- ii) **Any purchase of pension for the leave period must be done in accordance with the Rules of the Municipal Pension Plan.** ~~Pension contributions will cease during the period of the leave unless the employee makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Pension (Municipal) Act.~~

18. Article 9.6 Personal Leave

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to amend Article 9.6 to read as follows:

9.6 Personal Leave

- a) This benefit applies to any Regular or Temporary Full-Time or Regular or Temporary Part-Time employee who has completed six (6) months of employment. Such employee will be entitled to a maximum of two (2) paid workdays for the purposes of Personal Leave.
- b) The intent of the Personal Leave benefit is to provide employees with some flexibility to deal with unforeseen and unpredictable **circumstances**.
~~Personal/family emergencies when no one is at home or available to respond to a situation that could include, but not limited to, an emergent problem with the home (i.e. flooding) to needs of a family member who is ill/injured.~~
- c) **Requests for leave will be submitted to the employee's Department Head or designate for approval.**
- d) ~~Family member includes spouse (including common-law spouse and same sex partner), child (including step child), ward, brother, sister, parent (including step parent), guardian, grandparent, grandchild and parent-in-law.~~
- d) ~~In the event of an emergency, the employee will notify their supervisor of their absence as soon as possible.~~
- e) ~~d)~~ Such leave will apply only on the regularly scheduled workday on which the situation occurs, and provided the Employer is open for business.
- f) ~~e)~~ It is agreed the Employer will cover the cost of the first day (or first two (2) increments of half days) taken as Personal Leave. The Union will cover the cost of the second day (or second two (2) increments) taken as Personal Leave.
- g) ~~f)~~ An employee who is required to be absent from work for **Personal Leave a personal emergency**, may be granted paid leave to a maximum of two (2) working days per year.
- h) ~~g)~~ Personal Leave does not carry over from year to year if it is not used during the calendar year in which it is available.
- i) ~~h)~~ Personal Leave must be taken in increments of not less than half a day.

19. Extended Health Benefits Plan

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to amend Article 10.1 to read as follows:

- a) Each Regular Full-Time, Temporary Full-Time, Regular Part-Time and Temporary Part-Time employee will be entitled to enroll in the Extended Health Benefits Plan effective the first day of the calendar month immediately following the completion of three (3) months of continuous employment. The Employers will pay the full premium for the Plan.
- b) The employee will be responsible for paying an annual deductible of one hundred dollars (\$100.00) per calendar year
- c) This plan will include Vision Care coverage in the amount of five hundred dollars (\$500.00) payable per person, per twenty-four (24) month period **or five hundred dollars (\$500.00) lifetime maximum per eye for laser eye surgery when performed by a Physician or legally authorized optical provider.**
- d) This plan will include Hearing aid coverage to a maximum amount of seven hundred dollars (\$700.00) payable per person per five (5) calendar year period.
- e) This plan will include coverage for the services of a clinical or registered psychologist, **counsellor, social worker or other registered mental health professional** that are approved for coverage through the City's insurance carrier to a maximum **combined** amount of ~~twelve~~**eighteen** hundred dollars ~~(\$1,200.00)~~ **(\$1,800.00)** payable per person per calendar year.
- f) Coverage for paramedicals will be as follows: massage and physiotherapy to a combined maximum of one thousand **five hundred** dollars ~~(\$1,000.00)~~ **(\$1,500.00)** per calendar year; chiropractic and naturopathic to a combined maximum of one thousand dollars (\$1,000.00) per calendar year; **acupuncture to a maximum of four hundred dollars (\$400.00) per calendar year.**
- g) This Plan will include Coverage for eye examinations ~~in the amount of one hundred dollars (\$100.00) up to one hundred and twenty five dollars (\$125.00) every twenty-four (24) months).~~ **every twenty-four (24) month period.**
- h) The Plan includes coverage for oral contraceptives in accordance with the Plan policy.
- i) **This plan will include coverage for orthotics and orthopedic shoes and repairs up to \$400.00 per calendar year for adults and \$200.00 per calendar year for children.**
- ~~j)~~**j)** Coverage under this Plan will include a spouse, dependent unmarried children until the age of twenty-one (21), dependent unmarried children until age twenty-five (25) while they are in Full-Time attendance at a recognized educational institute, or unmarried disabled children incapable of self-sustaining employment.
- ~~j)~~**k)** The lifetime coverage of each person enrolled under the Extended Health Benefits Plan will not exceed two million dollars (\$2,000,000.00).

20. Article 10.5 Health and Welfare – Regular Part-Time Employees

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to amend Article 10.5 as follows:

10.5 Health and Welfare – Regular or Temporary Part-Time Employees Working 0.5 FTE or Greater

Extended Health, Group Life and Dental Plan coverage **will be provided to Regular or Temporary Part-Time employees working in a classification for one-half (0.5) or more of a regular weekly schedule**, on the same basis as a Full-Time employee except that the eligibility periods will be calendar months. The Employers will pay the whole premium for the Extended Health, Group Life and Dental Plans.

21. Article 11 SICK LEAVE PLANS

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to establish a joint committee. The Sick Leave Plan Committee will meet within ninety (90) calendar days of ratification of this MOA to begin to develop Terms of Reference and scope for the Committee. The purpose of the Committee will be to consult with experts to form recommendations on modernizing the sick leave plan, inclusive of the short, medium and long term plans, the LTTD plan, sick leave provided by legislation and sick gratuity.

11.5 Medical Certificates

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to amend Article 11.5 to read as follows:

- a) Sick Leave pay is to be applied for in writing on a form to be supplied by the Employers, signed by the employee and approved by the Department Head.
- b) Human Resources ~~and the Return to Work Coordinator~~ shall require medical documentation to substantiate absence and structure return-to-work in accordance with Attendance & Disability Management Policy. Such medical documents must be from a medical practitioner authorized to practice in the Province of British Columbia.

Employees will be responsible for providing a ~~doctor's note~~ **Medical Assessment Form** substantiating a four-day absence ~~and having the Medical Assessment Form completed following a ten-day absence~~. Any cost associated with the ~~doctor's note~~ **or first Medical Assessment Form** is borne by the employee. The cost of any further medical assessment required by the Employer, through Human Resources, is borne by the Employer.

22. Article 13 In Lieu of Vacation and Statutory Holidays – Part-Time Employees

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to re-title and amend Article 13 as follows:

Article 13 – ~~In Lieu of Vacation, Benefits~~ and Statutory Holidays – Part-Time Employees

A Regular Part-Time Employee is an employee who is employed in an established position on a regular part-time schedule of weekly hours which are less than the number constituting full-time employment for a particular class of positions for an indefinite period of time. A Regular Part-Time Employee may work additional hours in a different classification.

~~A Regular Part-Time employee is an employee working in a classification for one-half (0.5) or more of a regular weekly schedule of hours associated with that specific full-time classification (for either Inside or Outside classes) for an indefinite period of time.~~

A Temporary Part-Time Employee is an employee who is employed on a regular part-time schedule of weekly hours which are less than the number constituting full-time employment for a particular class of positions, for a definite and limited period of time, but not less than twelve (12) consecutive weeks (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring).

~~A Temporary Part-Time employee is employed on a part time basis as set forth in the definition "Regular Part-Time Employee" in an assignment for a definite period of time up to a maximum of three (3) years. In the event the work extends beyond three (3) years, the position and the incumbent become permanent and the incumbent is recognized as a Regular Part-Time Employee. Seniority is set at the start date of the assignment.~~

Regular Part-Time and Temporary Part-Time employees will be governed by the following benefit provisions:

a) Benefits

i) **Vacation and Statutory Holidays**

- 1. Employees working in a classification with less than 0.5 FTE shall receive a payment of twelve percent (12%) in lieu of all benefits, inclusive of vacation and statutory holidays; and, upon working for one thousand (1000) hours within two (2) consecutive calendar years, will have that payment increased to sixteen percent (16%). Auxiliary employees will have their past service credited towards this calculation upon becoming Part-Time.**
- 2. Employees 0.5 FTE and greater will have rights of Articles 7.1, 7.2, 7.3 and 8.1 pro-rated to their hours worked when compared to Full-Time hours for their particular classification. The entitlement to vacation is based on the date the employee commenced employment as a Part-Time Employee;**

~~a payment of ten percent (10%) of regular earnings in lieu of vacation and statutory holiday pay. After ten (10) years of continuous service, the payment in lieu of vacation~~

~~and statutory holiday pay will be twelve percent (12%). After fifteen (15) years of continuous service, the payment in lieu of vacation and statutory holiday pay will be fourteen percent (14%) of regular earnings. After twenty three (23) years of continuous service the payment in lieu of vacation and statutory holiday pay will be sixteen percent (16%) (the entitlement to this benefit is based on the date the employee commenced employment as a Regular Part-Time Employee);~~

ii) Extended Health, Group Life and Dental Plan

1. Employees working in a classification with less than 0.5 FTE shall receive in lieu of all benefits as referenced above.

2. Employees 0.5 FTE and greater are provided Extended Health, Group Life and Dental Plan coverage on the same basis as a Full-Time employee except that the eligibility periods will be calendar months. The Employers will pay the whole premium for the Extended Health, Group Life and Dental Plans.

iii) Sick Leave

1. Employees 0.5 FTE and greater are provided sick Leave coverage on a prorated basis, calculated on the same proportionate basis as the Part-Time employee's weekly schedule of core hours relative to the Full-Time hours for that class of positions. Part-Time employees will qualify after the same eligibility period applicable to Full-Time employees except it will be calendar months for Part-Time employees.

iv) WorkSafe BC coverage in accordance with Article 11.8 of this Collective Agreement.

b) Change in Hours Worked

- 1) Where a ~~Regular~~ Part-Time employee's core hours are increased such that the employee qualifies for the benefits in Paragraph (a)(ii)(2), the employee's current service will count towards the benefit eligibility periods.
- 2) Where a ~~Regular~~ Part-Time employee's core hours are reduced such that the employee no longer qualifies for the benefits in Paragraph (a)(ii)(1), the benefit coverage will cease at the end of the month in which the hours are reduced and the employee will be paid a percentage in lieu of benefits commencing on the first of the month following the expiry of the benefit coverage.

c) Leaves

Upon the completion of six (6) calendar months of employment, all Part-Time employees will also be entitled on a prorated basis to the same Bereavement and Compassionate Care Leave, Family Responsibility Leave, Personal Leave and Jury and Witness Duty Leave and on a full basis to the same Maternity Leave, Parental Leave and Adoption Leave to which Full-Time employees are entitled.

d) ~~Statutory Holiday~~

~~A Statutory Holiday will be treated as a normal working day for all Regular Part-Time employees. Thus, an employee who works on a Statutory Holiday will be paid at straight time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee who does not work on a Statutory Holiday will not receive any pay or compensating time off in lieu of the holiday.~~

d) Overtime

Overtime rates will be paid on the following basis to all Part-Time employees:

- i) time and one-half (1.5x) for the first four (4) hours worked in excess of the normal daily hours in a day;
- ii) two times (2x) for hours worked beyond four (4) in excess of the normal daily hours in a day;
- iii) in any case where an employee has already performed work on five (5) consecutive days, time and one-half (1.5x) for any hours worked prior to 12:00 noon on their sixth day of work, two times (2x) for hours worked after 12:00 noon on their sixth day, and two times (2x) for all hours worked on their seventh day of work.
- iv) Regular Part-Time and Temporary Part-Time employees whose class of position is identified in Schedule C of this Agreement will not be entitled to overtime unless the employee works more than eight (8) hours in a twenty-four (24) hour period or beyond a weekly average of forty (40) hours in a two (2) week period.

e) Other Benefits

No other benefits will be provided to Part-Time employees unless expressly stated in this Article.

23. Article 17.3 Personal Leave Committee

Effective the date of ratification for this Memorandum of Agreement, the Employers and the Union agree to delete this Article:

~~17.3 Personal Leave Committee~~

~~The Employers and the Union agree to establish a Joint Personal Leave Adjudication Committee to discuss issues arising from Article 9.6 Personal Leave. The Joint Committee will meet bi-annually. The Joint Committee will consist of not more than three (3) representatives of the Employers and not more than three (3) representatives of the Union. Union Officers attending such meetings shall suffer no loss of pay and shall be paid by the Employer.~~

24. Letters of Agreement

- (a) Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to amend Appendix 1 of the Collective Agreement to include the following Letters of Agreement as renewed:

- (i) Letter of Agreement #2020-04 re Aquatics and Community Centre Facility Operations and Maintenance Positions – Hours of Work;
 - (ii) Letter of Agreement #2021-02 re Police Clerical Assistant 2;
 - (iii) Letter of Agreement #2021-03 re File Quality Reviewer – Hours of Work;
 - (iv) Letter of Agreement #2021-04 re Assistant, Electronic File Disclosure – Hours of Work;
 - (v) Letter of Agreement #2021-05 re Hours of Work – Police Recruitment Coordinator, Office Assistant, and Clerk 3;
 - (vi) Letter of Agreement #2022-01 re Hours of Work – Freedom of Information Assistant;
 - (vii) Letter of Agreement #2022-02 re Bylaw Officer Hours of Work; and
 - (viii) Letter of Agreement re: #2021-07 re Compressed Day Off Program.
- (b) Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to the following:
- (i) A new Letter of Agreement re Auxiliary, Temporary Full-Time, and Regular Part-Time Employee Staffing Utilization Committee as attached as Appendix A to this Memorandum of Agreement;
 - (ii) A new Letter of Agreement re: Encampment Clean-Up Premium Pay, as attached as Appendix B to this Memorandum of Agreement; and
 - (ii) to renew all other Letters of Agreement not otherwise listed in this Memorandum.

25. Committees

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to establish the following joint committees:

(a) Hours of Work Committee

The Hours of Work Committee will meet within ninety (90) calendar days of ratification of this MOA to begin to develop Terms of Reference and scope for the Committee. The purpose of the Committee will be to assess opportunities for streamlining and modifying to hours of work in the Collective Agreement, Letters of Agreement and Appendices, exploring a Four Day Work Week pilot, and evaluating the alignment of the Hybrid/Remote Work Policy.

(b) Sick Leave Plan Committee

The Sick Leave Plan Committee will meet within ninety (90) calendar days of ratification of this MOA to begin to develop Terms of Reference and scope for the Committee. The purpose of the Committee will be to consult with experts to form recommendations on modernizing the sick

leave plan, inclusive of the short, medium and long term plans, the LTDD plan, sick leave provided by legislation and sick gratuity.

(c) Recruitment and Retention Committee

The Recruitment and Retention Committee will meet within ninety (90) calendar days of ratification of this MOA to begin to develop Terms of Reference and scope for the Committee. The purpose of the Committee will include making recommendations on how to improve classification and reclassification reviews, market adjustment processes and streamlining/improving other processes related to recruitment and retention.

26. Housekeeping

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to make the following amendments:

- (a) delete Article 10.3 – Same Sex Benefit Coverage – and renumber the subsequent provisions accordingly;
- (b) add “Anvil Centre” to the first sentence of Article 17.1(a)(vii);
- (c) update job titles/classifications to be gender neutral;
- (d) update colonial terms such as “grandparenting/grandparented”;
- (h) delete expired effective dates;
- (i) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement; and
- (j) re-insert into the Appendices the hours for Building Services in Parks and Recreation work eight (8) hours/day, forty (40) hours/week.

27. Drafting of New Collective Agreement

The Employers 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.

28. Ratification


The parties expressly agree that, upon the completed signing of the 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 17 day of October, 2023

BARGAINING REPRESENTATIVES ON BEHALF OF THE
CORPORATION OF THE CITY OF NEW WESTMINSTER:



Lisa Spitale, Chief Administrative Officer



Richard Fong, Director, Human Resources &
Information Technology



Eva Yip, Senior Manager, Human Resources

BARGAINING REPRESENTATIVES ON BEHALF OF
THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 387:



Hardeep Maghara, President



Tabitha Guichon, Secretary-Treasurer



Chris Losito, National Representative

Appendix A

LETTER OF AGREEMENT

between the

CITY OF NEW WESTMINSTER

(hereinafter called "the Employers")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 387

(hereinafter called "the Union")

(collectively, "the Parties")

AUXILIARY, TEMPORARY AND PART-TIME EMPLOYEE STAFFING UTILIZATION COMMITTEE

The Parties to this Letter of Agreement agree to the following effective the date of ratification of the Memorandum of Agreement that renews the 2020-2021 Collective Agreement:

1. The Parties will establish an Auxiliary, Temporary and Part-Time Employee Staffing Utilization Committee (hereinafter called "the Committee"). The Committee will be comprised of three (3) representatives appointed by the Employer and of three (3) representatives appointed by the Union. The Employer and Union will each identify a Chair from their representatives to serve as the Co-Chairs of the Committee. The Committee shall meet twice in a calendar year (unless deferred by mutual agreement) with the first meeting occurring within three (3) months following the effective date of this Letter of Agreement.
2. As the Parties have agreed to changes to Article 1.3 Definitions in the Collective Agreement and in recognition of the potential impact these changes may have on current staffing models and utilization, the Parties recognize there will be a need for a transition process and plan.
3. The Committee will review Auxiliary, Temporary and Part-Time Employee utilization data and current staffing models in the organization to identify:

- (a) any changes that are necessary to align with the new employee definitions in Article 1.3 ; and
 - (b) prospective opportunities for creating more regular full-time or regular part-time employment.
4. The Co-Chairs will report on the findings of the Committee to the Director of Human Resources and the Director of Human Resources will review the Committee's findings.
 5. For cases identified under Item 3 above, the Director of Human Resources will advance the findings to the appropriate senior managers and Chief Administrative Officer. Based on discussions with senior management and the Chief Administrative Officer, the Employer will develop transitional measures to address the misalignment with the new definitions and develop a business case(s) for Council's consideration.
 5. The Employer will inform the Committee of the status of staff business cases that pertain to CUPE positions, including those that were not successful, and the Employer will inform the Committee of Council's decisions on those business cases that pertain to CUPE positions.
 6. The Employer will provide the Committee with updated data related to Auxiliary, Temporary and Part Time positions, hours, utilization, and any other data the Committee deems necessary to perform their work.
 7. The Parties recognize that Auxiliary and Temporary positions can only be converted to permanent positions with a formal Council resolution.

This Letter of Agreement will terminate upon renewal of the 2022-2024 Collective Agreement, unless the term of this Letter of Agreement is otherwise extended by the written mutual agreement of the Parties.

Dated this 17 day of October, 2023.

Signed: _____

Lisa Spitale
Chief Administrative Officer
City of New Westminster



Hardeep Maghera
President
CUPE Local 387

Appendix B

LETTER OF AGREEMENT

between the

CITY OF NEW WESTMINSTER

(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 387

(hereinafter called "the Union")

(collectively, "the Parties")

Encampment "Clean-Up" Premium Pay

The Employer and the Union agree that, for as long as this Letter of Agreement is in place, the following premium pay will apply to employees who are required by the Employer to clean-up an Encampment.

1. A premium of two dollars (\$2.00) per hour shall be paid to employees while they are performing clean-up duties at an Encampment. The premium will be added to the employee's regular rate of pay (hourly) for the duration of each shift or partial shift that the employee is assigned clean-up duties at an Encampment directly.
2. For the purposes of this Letter of Agreement, an "Encampment" means a site not intended for human habitation (such as sidewalks, parks, forests, and road right of ways) where there are makeshift shelters, shacks, tents, and other housing-related structures that are not portable or moveable (e.g. shopping carts that are conjoined) present for at least 24 hours.
3. For the purposes of this Letter of Agreement, "clean-up duties" mean:
 - a. removing makeshift shelters, shacks, tents, and other housing-related structures at the Encampment; and

- b. removing materials associated with an Encampment (including but not limited to biohazards, blood, bodily fluids, weapons, sleeping bags, shopping carts, food, drugs and drug paraphernalia)

with the support and presence of bylaw or police officers and/or other enforcement agencies.

Unless earlier terminated by the Employers and the Union in accordance with the terms and conditions of this Letter of Agreement, this Letter of Agreement will terminate upon renewal of the 2022-2024 Collective Agreement, unless the term of this Letter of Agreement is otherwise extended by the written mutual agreement of the Parties.

The Employers or the Union may terminate this Letter of Agreement at any time by providing sixty (60) calendar days' written notice of termination to the other.

Nothing in this Letter of Agreement is intended to remove or derogate from the Employer's right to contract out the clean-up duties at an Encampment.

Dated this 17 day of October, 2023.

Signed: _____

Lisa Spitale
Chief Administrative Officer
City of New Westminster

Hardeep Maghera
President
CUPE Local 387

