

2025

MEMORANDUM OF AGREEMENT

between the

CITY OF NEW WESTMINSTER

and

NEW WESTMINSTER LIBRARY BOARD

and

NEW WESTMINSTER POLICE BOARD

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 2025 JANUARY 01 AND EXPIRING 2027 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2022-2024 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 2025 January 01 to 2027 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 Increase(s)

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

- (a) Effective 2025 January 01, all hourly rates of pay that were in effect on 2024 December 31st shall be increased by three and one-half percent (3.50%). The new hourly rates shall be rounded to the nearest whole cent.
- (b) Effective 2026 January 01, all hourly rates of pay that were in effect on 2025 December 31st shall be increased by three and one-half percent (3.50%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2027 January 01, all hourly rates of pay that were in effect on 2026 December 31st shall be increased by three percent (3.00%). The new hourly rates shall be rounded to the nearest whole cent, and then effective March 28, 2027 increased by an additional twenty-five cents (\$0.25).
- (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 to all employees who were employed during the term of this Agreement.

4. Article 1 – General, Clause 1.3 Definitions

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 1 – General, Clause 1.3 Definitions to read as follows:

“1.3 Definitions

- 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 or the Police Board) 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 or the Police Board) 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.

- d) An **Auxiliary Employee** is any other employee.
- 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). 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). 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, Temporary and Part-Time hours scheduling annually with the Union to ensure compliance with the Collective Agreement's application of these hours."

5. Article 1 – General, Clause 1.6 Respectful Workplace

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to amend Article 1 – General, Clause 1.6 Respectful Workplace to read as follows:

"1.6 Healthy, Safe, and Respectful Workplace

The Employers and the Union agree that all employees have the right to a healthy, safe, and respectful workplace. All forms of bullying, harassment, discrimination and/or violence, in any form, are unacceptable and will not be tolerated. The Employers and the Union are committed to supporting a healthy, safe, and respectful workplace in accordance with the Employers' policies, the BC Human Rights Code, Employment Standards Act, and WorkSafeBC requirements as applicable. The Employers will inform the Union on any revisions and/or updates to the policies."

6. Article TBD – Progressive Discipline and Personnel Files

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

“Progressive Discipline and Personnel Files

- a) Discipline, up to and including discharge of employment, shall be in accordance with the principles of progressive discipline. The Employers may, subject to the severity of any infraction of a similar or different nature, escalate the discipline to the appropriate level.
- b) An employee who is called into a meeting that will reasonably result in a written warning or more serious discipline will be advised of their right to have a steward or other union designate present.
- c) It is understood and agreed that there shall be no adverse report in any employee’s personnel file of which the employee is unaware.
- d) Employees may request access to their personnel file. It is agreed that such access will be by appointment as mutually agreed to by their Employer, and any access of personnel files will only take place with a representative of the Employer present.”

7. Article 4 – Working Conditions, Clause 4.2 Posting Positions and Filling Vacancies

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 4 – Working Conditions, Clause 4.2 Postings and Filling Vacancies to read as follows:

“4.2 Posting Positions and Filling Vacancies

- a) It is agreed that before filling any regular position, the Employers will post the position in City Hall and in other prominent work areas within the Union’s jurisdiction for seven (7) calendar days.
- b) All notices of vacancies posted pursuant to Article 4.2(a) will contain the following information:
 - i) nature of position;
 - ii) required qualifications, knowledge, education and skills;
 - iii) wage or salary rate or range;
 - iv) shifts (if any); and
 - v) anticipated length of any temporary assignment, if posted.
- c) All Regular Full-Time, Temporary Full-Time, Regular Part-Time or Temporary Part-Time positions that become vacant for greater than four (4) months for any

reason, shall be posted by the Employer according to Article 4.2(a). Internal applicants will be given first consideration in meeting position requirements.”

8. Article 4 – Working Conditions, Clause 4.3 Hours of Work (including Appendix A and B)

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to amend Article 4 – Working Conditions, Clause 4.3 Hours of Work - Standard (Inside, Outside and Recreation) to read as follows:

“4.3 Hours of Work – Standard (Inside, Outside, Library and Recreation)

...

b) Provisions Applicable to Library Employees (Schedule A):

- i) Subject to Article 4.4, the normal work schedule shall be any five (5) days in a seven (7) day work week.

The normal daily hours of work for employees in the Library shall be any seven (7) consecutive hours, exclusive of a one (1) hour or one half (1/2) hour unpaid meal period, scheduled between 07:00 and 22:00, worked over five (5) days with two (2) days of rest.

...

9. Article 5 - Remuneration, Clause 5.4 Acting Pay

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to amend Article 5 – Remuneration, Clause 5.4 Acting Pay to read as follows:

“5.4 Acting Pay

- a) When an employee is temporarily required by their Department Manager or designate to accept the responsibilities and carry out the duties of a higher classification, the employee will be paid for the duration of the time worked so long as the time worked is a minimum of one (1) hour. The minimum rate of pay for acting in that position shall be the step in the higher classification which provides a minimum increase of four percent (4%) higher than the employee’s regular rate of pay.
- b) For the purpose of this Article, appointments of employees to a level of higher responsibility must be authorized in writing by the Department Head or designate.
- c) When an employee is required to temporarily perform work in a position with a wage or salary rate which is lower than that wage or salary rate for the position in which they are normally employed, the employee will suffer no reduction in pay.”

10. Article 6 – Special Allowances, Clause 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 – Special Allowances, Clause 6.2 Safety Work Boot Allowance 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) every twelve (12) months or three hundred dollars (\$300.00) every twenty-four months, upon presentation of receipts.
- b) All Regular Full-Time Street Use & Parking Enforcement Officer and Animal Services Officers shall be reimbursed up to one hundred and seventy-five dollars (\$175.00) every twelve months (12) or three hundred and fifty dollars (\$350.00) every twenty-four months, 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 (\$300.00) dollars every twelve (12) months upon presentation of receipts.”

11. Article 6 – Special Allowances, Clause 6.3 Mechanics Tool Allowance

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to amend Article 6 – Special Allowances, Clause 6.3 Mechanics Tool Allowance to read as follows:

“6.3 Mechanics Tool Allowance

All employees in Fleet Services will supply their own hand tools.

An annual allowance of four hundred dollars (\$400.00) will be paid to each employee in Fleet Services who is required to supply personal hand tools. Such allowance will be paid with the first pay cheque in January of each year. Employees who commence employment at Fleet Services after January 1 in any year will not be entitled to the annual allowance in the calendar year in which they became employed or were transferred. Discounted tool prices from tool suppliers which are normally available to the Employers will be made available to the employee at the employee’s option and expense.

Each employee paid a tool allowance will provide and maintain a lockable tool box, a complete set of mechanics hand tools in accordance with the following list and description. On January 1 of each year, each employee will provide to the Employers an up-to-date list of inventory stored in their tool box.

The Employers will maintain insurance coverage on each employee's hand tools, including the lockable box, to a maximum liability of twenty thousand dollars (\$20,000.00) per employee. Any claims for stolen or damaged tools under the terms of the insurance policy will be made by the employee through their supervisor. The deductible portion of the claim, which is currently two-hundred fifty dollars (\$250.00) per claim, as determined by the insurance policy, will be paid by the employee. If the tools and/or the locked tool box is damaged within, or stolen from, the locked tool storage room, the Employers will pay the deductible portion of the claim.

Each employee will be responsible for the condition, replacement and safe keeping of their personal hand tools. The Employers will not replace hand tools which are lost, stolen or damaged.

Items generally recognized in this industry as consumables will be replaced by the Employers (e.g. drill bits, electrical fittings, hacksaw blades, welding tip cleaner) at the Employers' expense. *See Schedule D for the complete list of tools."

**Schedule D is outlined in Appendix D*

12. Article 7 – Vacations, Clause 7.7 Vacation Adjustment (NEW)

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to add a new clause to Article 7 Vacations to read as follows:

"7.7 Vacation Adjustment

Upon hiring, an employee may be started at any level on the vacation schedule up to that which is commensurate with the employee's previous work experience, at the discretion of the Employers. New employees who receive service recognition under this provision will not receive recognition in any other areas, such as but not limited to, seniority or length of service.

13. Article 9 – Leaves, Clause 9.6 Personal Leave

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to amend Article 9 – Leaves, Clause 9.6 Personal Leave 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 work days for the purposes of Personal Leave.
- b) The intent of the Personal Leave benefit is to provide employees with some flexibility to deal with personal circumstances.

- c) Requests for leave will be submitted to the employee's Department Head or designate for approval.
- d) Such leave will apply only on the regularly scheduled workday on which the situation occurs, and provided the Employer is open for business.
- 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).
- f) An employee who is required to be absent from work for a Personal Leave, may be granted paid leave to a maximum of two (2) working days per year.
- 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.
- h) Personal Leave must be taken in increments of not less than half a day."

14. Article 10 – Health and Welfare, Clause 10.1 Extended Health Benefits Plan

Effective the first (1st) of the month following the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to amend Article 10 – Health and Welfare, Clause 10.1 Extended Health Benefits Plan to read as follows:

- ...
- "c) This plan will include Vision Care coverage in the amount of six hundred dollars (\$600.00) payable per person, per twenty-four (24) month period or six hundred dollars (\$600.00) lifetime maximum per eye for laser eye surgery when performed by a Physician or legally authorized optical provider.
- ...
- 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 two thousand two hundred dollars (\$2,200.00) payable per person per calendar year."
- ...

15. Article 10 – Health and Welfare, Clause 10.1 Extended Health Benefits Plan

Effective 2027 January 1, the Employers and the Union agree to amend Article 10 – Health and Welfare, Clause 10.1 Extended Health Benefits Plan to read as follows:

"10.1 Extended Health Benefits Plan

- ...
- b) The employee will be responsible for paying an annual deductible of twenty-five dollars (\$25.00) per calendar year.

16. Article 10 – Health and Welfare, Clause 10.2 Dental Plan

Effective the first (1st) of the month following the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to amend Article 10 – Health and Welfare, Clause 10.2 Dental Plan to read as follows:

“10.2 Dental Plan

...

- c) The Dental Plan will provide for the following services:
 - iii. Orthodontics (Plan C) - The Plan will pay for fifty percent (50%) of the approved Schedule of Fees for employees and dependents to a lifetime maximum of five thousand dollars (\$5,000.00) payable per dependent.
 - iv) ~~The above improvements will be capped at one hundred thousand dollars (\$100,000) in addition to the 2019 January 01 cost of the existing dental benefit package. In the event that the improvements exceed \$100,000, the decision on which benefit increases to cap will be referred to the Labour Management Committee.~~
- d) The Employers will pay the full premium for the Plan.”

17. Article 10 – Health and Welfare, Clause 10.2 Dental Plan

Effective 2027 January 1, the Employers and the Union agree to amend Article 10 – Health and Welfare, Clause 10.2 Dental Plan to read as follows:

“10.2 Dental Plan

...

- c) The Dental Plan will provide for the following services:
 - i) Basic Dental Services (Plan A) – The Plan will be for one hundred percent (100%) of the approved Schedule of Fees.

...

18. Article 11 – Sick Leave Provisions

As soon as possible following the ratification of this Memorandum of Agreement, the Employers and the Union agree to amend and implement Article 11 – Sick Leave Provisions to read as follows:

Implementation (not to be included in the Collective Agreement):

The following clauses have been deleted:

- 11.1 Short Term Sick Leave Plan
- 11.2 Short Term Sick Leave Plan – Part-Time
- 11.3 Medium Term Sick Leave Plan
- 11.4 Long Term Sick Leave Plan
- 11.5 Recurrent Sick Leave
- 11.6 Medical Certificates
- 11.7 Gratuity Credits Plan (Dissolution - Appendix E)
- 11.8 WorkSafeBC Coverage
- 11.9 Long Term Total Disability Plan
- 11.10 Sick Leave Reimbursement

“11 SICK LEAVE PROVISIONS

11.1 Short Term Sick Leave

Regular or Temporary Full-Time and Regular or Temporary Part-Time employees will be eligible for, after ninety (90) days of continuous employment, five (5) days of short term sick leave to be used in that calendar year. Thereafter five (5) days of short-term sick leave will be made available on January 1st of each year.

11.2 Sick Leave Bank

While not to be included in the Collective Agreement, the commencement of the Sick Leave Bank will be retroactive to January 1, 2026. As soon as possible following the ratification of this Memorandum of Agreement, current Regular or Temporary Full-Time employees, at the date of ratification, will be granted a one-time sick leave balance of fifteen (15) weeks (seventy-five (75) working days) to be used for any absence due to illness or non-occupational injury.

- a) After three (3) completed months' service, Regular and Temporary Full-Time employees shall be granted sick leave with pay on the basis of one and one-half (1.50) days per month, cumulative to a maximum of seventy-five (75) days.
- b) Sick leave with pay for Regular Part-Time employees shall be prorated proportionately to the full-time equivalent (FTE) hours for that class of positions and calculated as such. Regular Part-Time employees will be eligible for sick leave with pay upon completion of three (3) calendar months of service.

Not to be included in the Collective Agreement - For example – Employees' FTE % x daily full time hours for the position = daily hours for sick leave (50% FTE X 7 hours = 3.5 hours)

- c) While expressed as days, Article 11.1 Short Term Sick Leave and Article 11.2 Sick Leave Bank may be used as days or hours and compensated at one hundred percent (100%) of regular pay, which will be paid by the Employers and will be partially offset by the Employers and employee rebates of Employment Insurance premiums.
- d) Contributions to the Municipal Pension Plan will continue to be based on the employee's regular salary rate and all other normal employee benefit plans will be maintained by the Employers.
- e) In the event of an injury that may qualify for WorkSafeBC coverage, the employee may be paid from Short Term Sick Leave and/or the Sick Leave Bank after an absence pending a WorkSafeBC decision. If the injury is determined to be compensable by WorkSafeBC and once the employee begins to receive payment from WorkSafeBC, the employee will reimburse Short Term Sick Leave and/or the Sick Leave Bank monies equal to those funds received.

11.3 Medical Appointments

Employees are expected to schedule medical appointments on a compressed day off or at times outside of normal working hours. If such scheduling is not possible, employees may utilize accrued sick leave for medical appointments to ensure no loss of earnings. The timing of such appointments are to be scheduled for the end or beginning of the work day, where possible, to minimize loss of working hours.

Should an employee be required to attend a medical appointment during the course of the normal work day, employees must ensure their manager or designate is aware of the time needed for travel to and from such appointment.

While not to be included in the Collective Agreement, the Excused Time – Medical Appointment Policy will no longer be applicable to CUPE employees.

11.4 Family Illness Leave

Where no one other than the employee can provide for the needs of the employee's child, parent or spouse during an illness, an employee, upon approval of the employee's immediate manager or designate, may be granted up to three (3) accumulated sick leave days per year for this purpose. In order to comply with the requirements regarding eligibility for EI Rebates, only those employees who have more than twelve (12) days of sick leave credits are entitled to use sick leave for family illness.

11.5 Long Term Sick Leave Plan

- a) Regular Full-Time employees will be enrolled in the Long Term Sick Leave Plan effective the first day of the calendar month following the completion of twelve (12) months of continuous employment, excluding unpaid leaves of absence of

more than ten (10) accumulated working days and all time absent due to illness and injury.

- b) Long Term Sick Leave will be defined as the forty (40) weeks (two hundred (200) working days) after 10 weeks (fifty (50) working days) of continuous absence due to illness or non-occupational injury.
- c) The initial credit of forty (40) weeks will be reinstated in full immediately after an employee who has used any portion of the forty (40) week entitlement has returned to work for a continuous period of twelve (12) months. An employee who has a subsequent illness or non-occupational injury prior to having their forty (40) week credit reinstated will be entitled to use the residual balance of such credits following which they will be on unpaid Sick Leave until a total of forty (40) weeks of Long Term Sick Leave has been used.
- d) An employee who is unsuccessful in their Graduated Return to Work (GRTW) program from a long term illness or non-occupational injury will be returned to Long Term Sick Leave at the point reached prior to their GRTW.
- e) The Long Term Sick Leave Plan will provide for benefits of ninety percent (90%) of the employee's regular classified salary.
- f) Contributions to the Municipal Pension Plan will continue to be based on the employee's regular salary rate and all other normal employee benefit plans will be maintained by the Employers.
- g) In the event of an injury that may qualify for WorkSafeBC coverage, the employee may be paid from the Long Term Sick Leave Plan after an absence of more than that covered by the Sick Leave Bank pending a WorkSafeBC decision. If the injury is determined to be compensable by WorkSafeBC and the employee begins to receive payment from WorkSafeBC, the employee will reimburse the Long Term Sick Leave Plan monies equal to those funds received from the Long Term Sick Leave Plan.

11.6 Medical Certificates

- a) Human Resources may require medical documentation from a health professional or reasonably sufficient proof of illness or injury after the employee's second absence of up to five (5) days, for absences lasting more than five (5) consecutive days, or where there are questions requiring clarification or the need to substantiate an absence. The employee will be responsible for providing, at their own expense, a basic doctor's note or reasonably sufficient proof of illness to support their absence.
- b) In cases of absences longer than five (5) days, requests for accommodation, medical documentation the employee is fit to return to work, or to structure

return-to-work in accordance with Attendance & Disability Management Policy, a Medical Assessment Form (MAF) will be required. 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 completed MAF required by the employers to provide detailed information to support their continued absence. The cost associated for the MAF is borne by the Employer.

- c) Costs related to a Driver's Medical Examination Report as required by the Insurance Corporation of British Columbia (ICBC) for Regular Full-Time and Temporary Full-Time positions, or where tasked with responding to snow and ice response, requiring a valid Class 3 license with air brake endorsement will be reimbursed up to a maximum of one hundred twenty-five dollars (\$125.00). Proof of ICBC request for a medical examination with a dated invoice from a registered doctor or nurse practitioner will be required for reimbursement.

11.7 WorkSafeBC Coverage

- a) A Regular Full-Time, Temporary Full-Time, Regular Part-Time and a Temporary Part-Time employee, whose claim for WorkSafeBC temporary disability benefits is accepted by WorkSafeBC, will assign all monies received from WorkSafeBC to the Employers and the Employers will pay the employee's approximate net salary calculated on their classified rate of pay. If WorkSafeBC disallows an employee's claim, or if an employee has not had their WorkSafeBC claim accepted, the Employers will pay full regular salary to the employee until the employee's Sick Leave, vacation, overtime, and other credits are exhausted.
- b) Where a Regular Full-Time, Temporary Full-Time, Regular Part-Time and a Temporary Part-Time employee becomes entitled to WorkSafeBC coverage and payment is not made for the first day or part day, such day or part day will be paid by the Employers.

11.8 Long Term Total Disability Plan

- a) Each Regular Full-Time employee will be enrolled in the Long Term Total Disability Plan effective the first day of the calendar month following the completion of twelve (12) months of continuous employment. Each Regular Full-Time employee will cease to be enrolled, and cease to be entitled to benefits, in the Long Term Total Disability Plan effective the last day of the calendar month which immediately precedes the employee's sixty-fifth (65th) birthday. The age at which an employee receiving Long Term Total Disability benefits will cease to be entitled to such benefits is subject to approval by the Pension Corporation's Board of Directors.
- b) If evidence satisfactory to the underwriter is received that any Regular Full-Time employee who has completed twelve (12) months of continuous employment,

has become totally and permanently disabled by accident, injury or disease, so that such employee will be permanently, continuously and wholly prevented thereby from performing any work for compensation or profit, then such employee will be entitled to a total disability benefit, which when combined with any compensation (other than an employee's privately purchased insurance) such as WorkSafeBC, any disability pension benefits pursuant to the Canada Pension Plan, any periodic payments related to the disability under a "no-fault" automobile insurance policy, will achieve a benefit calculated as follows:

- i) Seventy percent (70%) of the regular salary at the time of disability, such rate of benefit to be indexed annually based on the Province of British Columbia Cost of Living calculation, such annual calculation to be reviewed by the Adjudicative Committee and mutually agreed to, and to be continued during the period of total disability from year to year until the earlier of death, recovery, or age sixty-five (65).
 - ii) When Long Term Total Disability is approved, either initially or upon further review, payment will be back-dated to the date of application so long as all medical documentation has been submitted and sick leave benefits have been exhausted.
- c) Subject to continued approval from the Pension Corporation Board of Directors, the period of disability will be considered as pensionable service and will be approved for purposes of an indexed pension at age sixty-five (65) without pension contributions.
 - d) The Employers will contribute the full premium for the Long Term Total Disability Plan. In addition, the Employers will continue to pay the full premiums for the Extended Health Benefits Plan, Dental Plan and Group Life Insurance coverage during the period of the total disability.
 - e) An employee who has been granted a Long Term Total Disability benefit will retain employee status for the purpose only of payment of benefits under this Long Term Total Disability Plan.
 - f) For as long as the Employers elect to underwrite the Long Term Total Disability Plan, claims for Long Term Total Disability benefits will be assessed by an Adjudicative Committee consisting of three (3) representatives appointed by the Employers and two (2) Local 387 members appointed by the Union. The Committee will make its decisions by majority vote. Where the Employee disagrees with the Committee's decision they may ask the Committee to review its decision. If the Employee continues to disagree with the Committee's reviewed decision, the matter may be referred to the City Administrator or the Chief Constable for a final and binding decision.

- g) Should the Employers elect to provide Long Term Total Disability benefits through a third party underwriter, the adjudication of claims will be made by such third party and the Adjudicative Committee referred to above will cease to exist.
- h) Decisions relating to an employee's claim for Long Term Total Disability benefits, whether such decisions are made by the Adjudicative Committee, the City Administrator, the Chief Constable or by a third party underwriter, are specifically excluded from review by the Grievance Procedure and Arbitration provisions contained in this Agreement.

11.9 Sick Leave Reimbursement

An employee who has received Sick Leave or Long Term Total Disability benefits for injuries caused by a third party, will be obliged in the event such employee undertakes an action for recovery of damages against the third party, to seek recovery of the benefits paid to the employee pursuant to Articles 11.1, 11.2, 11.5 and 11.8, plus pre-judgment and post-judgment interest, and will be obliged to reimburse the Employers to the extent the employee succeeded in recovering such benefits and interest. In making a claim to the courts, the employee or their representative will request the presiding judge, or judge and jury, to specify the amount of any award which is attributable to the recovery of Short Term Sick, Sick Leave Bank or Long Term Total Disability benefits and for any interest awarded. The Employers will reimburse the Sick Leave Plans the amount of money and applicable interest paid out of the Sick Leave Plans on the employee's behalf in proportion to the total amount of money recovered. The Employers will also credit the employee with any resultant vacation to which the employee is entitled."

19. Article 16 – Grievance Procedure

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to amend Article 16 – Grievance Procedure to read as follows:

"16 Grievance Procedure

During the term of this Agreement any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, but excluding an appeal of a decision relating to the Long Term Total Disability Plan, will, without stoppage of work, be the subject of collective bargaining between the Union and the Employers and will be finally and conclusively settled under and by the following procedure:

- a) Step 1

Within five (5) calendar days of the incident or difference arising, the employee, or a union representative, or the employee and a union representative, will informally bring the matter to the attention of the employee's manager or their designate.

b) Step 2

If the matter is not resolved at Step 1, the union will then submit a written grievance with full details to the Department Head, or Divisional Manager (Police Board), or the Department Manager (Library) as appropriate, within ten (10) calendar days of the Step 1 informal meeting.

c) Step 3

If the grievance is not resolved within ten (10) calendar days from Step 2, the union will refer the matter in writing to the Director of Human Resources, or Deputy Chief Constable, or Deputy Chief Librarian, as applicable, within twenty-five (25) additional calendar days.

d) Step 4

If the grievance is not resolved within ten (10) calendar days of Step 3, the union will refer the matter to the Chief Administrative Officer, or Chief Constable, or Chief Librarian, as applicable, within twenty-five (25) additional calendar days.

e) Step 5

If the grievance is not resolved within twenty-five (25) calendar days of Step 4, the matter will be referred to Arbitration within thirty (30) additional calendar days.

f) The Arbitrator will be agreed upon by the Employers and the Union and an appointment will be made within fourteen (14) calendar days of the date on which notification has been received by the Director of Human Resources, or Deputy Chief Constable, or Deputy Chief Librarian, to proceed to arbitration. Should the Union and the Employers fail to agree on an Arbitrator within the fourteen (14) calendar days, the Arbitrator will be appointed by the Minister of Labour of the Province of British Columbia. The decision of the Arbitrator will be final and binding on both parties and each party will bear one-half (0.5) of the expense of the Arbitrator.

g) It is recognized by the Employers and the Union that there may be incidences where time limits cannot be adhered to (e.g. lengthy illnesses). In such cases, the parties will keep each other informed and time limits may be extended by mutual consent of the parties.

- h) It is understood, and agreed, that in the absence of necessary Employers or Union representatives, a duly identified designee, from within the City, can act on behalf of either the Employers or the Union, through the grievance process.
- i) Where under Article 16, an Arbitrator finds that an employee has been dismissed, suspended or otherwise disciplined for other than proper or just cause, such Arbitrator may:
 - i. direct the Employers to reinstate the employee and pay to the employee a sum equal to their wages lost by reason of their dismissal, suspension or other discipline or such lesser sum as, in the opinion of the Arbitrator, is fair and reasonable; or
 - ii. make such other order as they consider fair and reasonable, having regard to the terms of this Agreement.
- j) Correspondence

All grievance correspondence shall be in writing and shall include all necessary information required and rationale for decisions made.”

18. Article 17 – Committees – Clause 17.2 Occupational Health and Safety Committee

Effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to amend Article 17 – Committees, Clause 17.2 Occupational Health and Safety Committee to read as follows:

“17.2 Joint Occupational Health and Safety Committee

- a) The Joint Occupational Health and Safety Committee, as required by the BC Workers Compensation Act, shall comply with all applicable WorkSafeBC requirements. Meeting minutes are to be distributed to the Manager, Health, Safety & Workplace Wellness and CUPE Local 387 Occupational Health and Safety Committee. Recommendations shall be reported to the Manager, Health, Safety & Workplace Wellness and the Director of Human Resources.
 - i. For the NWPB Joint Occupational Health and Safety Committee, meeting minutes are to be distributed via the Intranet to all employees. Recommendations shall be reported to the Inspector, Administration Division and the Manager of Human Resources.
 - ii. For the Library Joint Occupational Health and Safety Committee, meeting minutes are to be distributed via email to the Manager, Health, Safety & Workplace Wellness; CUPE Local 387; and the Chief Librarian.

- b) The Union will appoint worker representatives to each Joint Occupational Health and Safety Committee and the Employers will provide the Union with the current composition of each Committee when requested by the Union. The joint committee will consist of at least four (4) members, which will be comprised of at least half of union appointed worker representatives and employer appointed representatives.
- (c) In accordance with the BC Workers Compensation Act, the Employers will provide eight (8) hours of annual education to the members of each Occupational Health and Safety Committee.”

19. Schedules

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

Review:

- Schedule G - Letter of Agreement – Aquatics and Community Centre Facility Operations and Maintenance Positions – Hours of Work
- Schedule L - Letter of agreement – Compressed Day Off Program (CDO)
- Schedule N - Letter of Agreement – Bylaw Officer – Hours of Work
- Schedule O - Letter of Agreement – Auxiliary, Temporary Full Time and Regular Part Time Employee Staffing Utilization Committee
- Schedule P - Letter of Agreement – Encampment “Clean-up” Premium Pay
- All signed Letter of Agreements from the last date of ratification to the new date of ratification

Delete:

- Schedule H - Letter of Agreement – Police Clerical Assistant 2
- Schedule I - Letter of Agreement – File Quality Reviewer – Hours of Work
- Schedule J - Letter of Agreement – Assistant, Electronic File Disclosure – Hours of Work
- Schedule K - Letter of Agreement – Police Recruitment Coordinator, Office Assistant and Clerk – Hours of Work
- Schedule M - Letter of Agreement – Freedom of Information Assistant – Hours of Work

20. Housekeeping

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

- (a) Delete expired effective dates;
- (b) Any changes mutually agreed to between the parties during the drafting of the new Collective Agreement;
- (c) Delete 5.7 Remuneration – Library (Appendix A – Not to be included in the Collective Agreement);
- (d) Delete 7.3 Retirement Vacation Bank (Appendix B - Not to be included in the Collective Agreement);
- (e) Delete 9.8 Other Leave (Appendix C - Not to be included in the Collective Agreement);
- (f) Change “Supervisor” to “Manager or Designate” if required in the following areas:
 - Clause 4.7 – Notice of Shift Change – Non-Standard (Inside)
 - Clause 5.5 – Daily Guarantee
 - Clause 5.8 – Overtime Standard
 - Clause 5.15 – Dirty Pay
 - Clause 6.3 – Mechanics Tool Allowance
 - Article 16 – Grievance Procedure
 - Letter of Agreement - Aquatics and Community Centre Facility Operations and Maintenance Positions – Hours of Work
 - Letter of Agreement – Compressed Day Off
- (g) Correct “Employer” to “Employers” where necessary.
- (h) Move Greenhouse Staff from Non-Standard Workweek to Standard Workweek

21. 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.

The representatives will endeavour to have a final pdf document ready for printing within six (6) months of signing of the Memorandum of Agreement. The parties agree that any changes related to grammar or editing in the Memorandum of Agreement will be agreed upon by both parties before finalizing the Collective Agreement.

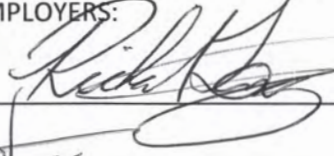
22. Ratification

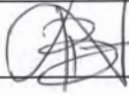
The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations

not later than thirty (30) calendar days from the date on which this Memorandum of Agreement is signed.

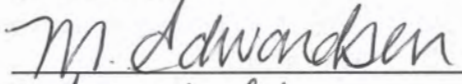
DATED this 22 day of January, 2026 in the City of New Westminster.

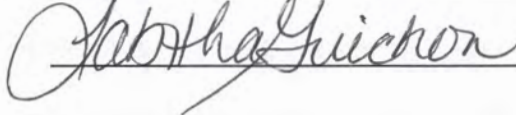
BARGAINING REPRESENTATIVES ON BEHALF
OF THE EMPLOYERS:





BARGAINING REPRESENTATIVES ON BEHALF
OF THE UNION:





SCHEDULE L

#2021-07

LETTER OF AGREEMENT

between the

**CITY OF NEW WESTMINSTER
and
NEW WESTMINSTER LIBRARY BOARD
and
NEW WESTMINSTER POLICE BOARD**

(hereinafter called “the Employers”)

and The

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 387

(hereinafter called “the Union”)

(collectively, “the Parties”)

RE: COMPRESSED DAY OFF PROGRAM (CDO)

GENERAL PROVISIONS

1. The Compressed Day Off program is based on the principle that additional time worked accrues so that an additional day off (referred to as the “compressed day off” or “CDO”) may be taken during the period in which it is earned or at a later date.
2. The program will only apply to Regular Full-Time and Temporary Full-Time employees within operationally feasible work units. Participation is optional for eligible employees.
3. Where it is operationally feasible, employees may opt in or opt out of the program only once per calendar year with a minimum of one month’s written notice to their supervisor/manager. The program period will be from January 1 to December 31.
4. All employees participating in this program will work an additional 30 minutes at the beginning or end of their regular shift at a pre-determined start and end time. The additional 30 minutes will accrue in a CDO bank.
5. The compressed day off will be taken as 7.0 hours, 7.5 hours or 8.0 hours, as applicable, and will be paid at the employee’s regular rate of pay.

6. There will be a joint annual review to ensure that the program continues to meet operational and customer service requirements.

SCHEDULING PROVISIONS

7. Supervisors/managers are responsible for scheduling CDO for their employees.
8. Employees will not be allowed to reduce or skip their meal periods to make up the additional compressed time.
9. In the event of an unforeseen circumstance, an employee may be asked to work on a scheduled compressed day off which would be considered a regular work day and not overtime. The employee will reschedule the missed compressed day off at a mutually agreeable time.
10. When taking a CDO, employees will be able to take the time as a day or in hourly increments. If there is insufficient time in the CDO bank to provide for a the requested time off, employees may choose one of the following options:
 - a) Take the CDO with the difference being drawn from the employee's vacation bank, overtime bank, etc.; or
 - b) Defer the CDO by providing advance notice to the supervisor and reschedule the missed CDO at a mutually agreeable time.
11. Although there will be a compressed time bank for employees, it is not intended for compressed days off to be accumulated. Employees' compressed time bank balances should not exceed two (2) compressed days off at any given time and will be reviewed every three (3) months to ensure compliance. As an exception, accumulation of compressed time beyond the two (2) day limit will only be permitted for operational reasons.
12. If a compressed day off falls within an approved acting assignment, an employee will be paid the cash differential between the acting rate and the default rate for the CDO earned time.

OVERTIME PROVISIONS

13. For purposes of overtime, the workday will be considered to be 7.5 hours (35 hour work week), 8.0 hours (37.5 hour work week), or 8.5 hours (40 hour work week).
14. Overtime is calculated as time worked over and above the compressed hours per day.
15. Employees must obtain approval from the Department Head, or designate, in advance of working any overtime.

APPROVED LEAVE PROVISIONS

16. A compressed day off is a day when the employee is not required to be at work and therefore is not considered any form of approved leave.
17. Any approved leave taken will equal 7.0 hours (35 hour work week), 7.5 hours (37.5 hour work week) or 8.0 hours (40 hour work week) as applicable.
18. Employees who take an approved leave will not earn the additional time each day in the compressed time bank.
19. Employees attending City approved training and development related to their employment will accrue the additional time each day in the compressed time bank.
20. If an employee is sick on a compressed day off, they will not receive sick benefits.
21. Employees on a graduated return to work will have their participation in the program temporarily suspended until they return to work on a full-time basis.
22. Employees are expected to schedule medical and dental appointments on a compressed day off.

STATUTORY HOLIDAYS PROVISIONS

23. The number of hours in a statutory holiday will be equivalent to the employee's standard work day, specifically 7.0 hours (35 hour work week), 7.5 hours (37.5 hour work week) or 8.0 hours (40 hour work week).

OTHER COLLECTIVE AGREEMENT PROVISIONS

24. All other terms and conditions of employment will be in accordance with the provisions of the 2025 – 2027 Collective Agreement between the Employers and CUPE Local 387.

TERM OF AGREEMENT

25. This Agreement will be effective during the term of the Collective Agreement with the understanding that either the Employer or Union may cancel this Letter of Understanding with four (4) months written notice to the other party.
26. In the event that the CDO program is discontinued, any remaining hours in the CDO bank should be liquidated within sixty (60) calendar days of the termination date of the CDO program.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE EMPLOYERS:

BARGAINING REPRESENTATIVES ON BEHALF
OF THE UNION:

Appendix A

Dear _____ 1343 _____

Effective the date of ratification of the 2025 round of Collective Agreement bargaining, and the deletion of Clause 5.7 Remuneration – Library, this letter is to confirm that you will be legacied and will continue to receive compensation in the form of one (1) day off for working a four (4) hour shift on Sunday if applicable. A reasonable effort will be made to permit the compensatory day off to be taken on the Saturday following the Sunday on which the four (4) hour shift was worked.

Appendix B

Dear ___1316_____

Effective the date of ratification of the 2025 round of Collective Agreement bargaining, and the deletion of Clause 7.3 Retirement Vacation Bank, this letter is to confirm that you will be legacied and if you have deferred vacation into your Retirement Vacation Bank, you may only take this as time and only immediately prior to retirement unless the Employers at their sole discretion permits you to use such banked time under other circumstances.

Appendix C

Dear _____ 1208, 1598, 1784, 1809, and 1810 _____

Effective the date of ratification of the 2025 round of Collective Agreement bargaining, and the deletion of Clause 9.8 Other Leave, this letter is to confirm that you will be legacied for Secondary Leave.

Specifically, you will continue to be credited with thirty-five (35) or forty (40) hours of Secondary Leave on January 1 of each calendar year, for so long as you are assigned to Assistant Manager- Queen's Park, Queen's Park Maintenance Supervisor and Program Coordinator.

Appendix D

SCHEDULE D

MECHANICS TOOL LIST

<p><u>STANDARD COMBINATION WRENCHES</u> ¼", 5/16", 3/8", 7/16", ½", 9/16", 5/8", 11/16", ¾", 13/16", 7/8", 15/16", 1", 1 1/16", 1 1/8", 1 3/16", 1 ¼"</p>	<p><u>3/8" SHALLOW & DEEP STANDARD & IMPACT SOCKETS</u> 5/16", 3/8", 7/16", ½", 9/16", 5/8", 11/16", ¾"</p>
<p><u>STANDARD LINE WRENCHES</u> ¼"-5/16", 3/8"-7/16", ½"-9/16", 5/8"-11/16"</p>	<p><u>½" SHALLOW & DEEP STANDARD & IMPACT SOCKETS</u> 13/16", 7/8", 15/16", 1", 1 1/16", 1 1/8", 1 3/16", 1 ¼"</p>
<p><u>METRIC COMBINATION WRENCHES</u> 7mm, 8mm, 9mm, 10mm, 11mm, 12mm, 13mm, 14mm, 15mm, 16mm, 17mm, 18mm, 19mm, 20mm, 21mm, 22mm</p>	<p><u>3/8" SHALLOW & DEEP STANDARD AND IMPACT SOCKETS</u> 7mm, 8mm, 9mm, 10mm, 11mm, 12mm, 13mm, 14mm, 15mm, 16mm, 17mm, 18mm, 19mm, 20mm</p>
<p><u>METRIC LINE WRENCHES</u> 9mm-11mm, 10mm-12mm, 13mm-14mm, 15mm-17mm, 16mm-18mm</p>	<p><u>½" SHALLOW & DEEP STANDARD & IMPACT SOCKETS</u> 15mm, 16mm, 17mm, 18mm, 19mm, 20mm, 21mm, 22mm, 23mm, 24mm</p>
<p><u>ADJUSTABLE WRENCHES</u> 6", 8", 10", 15"</p>	<p><u>UNIVERSAL SOCKETS (1 of each)</u> ¼", 3/8", ½"</p>
<p><u>RATCHETS & EXTENSIONS</u> ¼", 3/8", ½" 2", 4", 6", 8", 11", 24"</p>	<p><u>PLIERS/CUTTERS</u> ½" hose grip pliers, 45* bent needle nose pliers, 90* long bent nose pliers, long nose pistol grip pliers, duck bill pliers, mini long nose bent pliers, mini ling nose pliers, mini diagonal cutting pliers, mini duck bill pliers, long nose pliers, diagonal cutting pliers, wire stripping pliers, wire crimping pliers</p>
<p><u>PNEUMATIC or BATTERY TOOLS</u> ¼" Air Ratchet or Battery Powered 3/8" Air Ratchet or Battery Powered 3/8" Impact Gun ½" Impact Gun</p>	<p><u>SCREWDRIVERS</u> Slotted: 3/32x2-1/2, 1/8x3, 3/16x4, 1/4x1-1/2, 1/4x4, 5/16x6, 3/8x8 in.; Phillips: #00x2-1/2, #0x3, #1x3, #2x1-1/2, #2x4, #3x6, #4x8 in.; Torx: 10 x 4 in., 15x4, T20x4, T25x4 in.; Robertson: S1x4, S2x4, S3x5 in.</p>
<p><u>DIAGNOSTIC/TESTING</u> Test light/circuit tester DVOM (Digital volt/ohm meter)</p>	

Appendix E

Gratuity Credit Plan Dissolution

While not to be included in the Collective Agreement, effective the date of ratification of this Memorandum of Agreement, the Employers and the Union agree to the following process for the dissolution of the Gratuity Credits Plan to read as follows:

Gratuity Credits will be calculated for any time earned up to and including December 31, 2025. This will occur after the January 9, 2026 pay date which includes the pay period ending on January 2, 2026.

On the February 6th pay statement, the 2025 Gratuity Credits will be added. All hours in the Gratuity Bank will be converted into dollars at the employees' base rate of pay as of December 31, 2025. This amount will not be subject to any further increases.

Due to the calculations required, the Gratuity Bank will be not be available until March 31, 2026.

All requests for Gratuity Bank withdrawal will be made in writing by the employee with ten (10) working days' notice. Requests for leave using Gratuity Bank will be subject to the approval of the employee's Department Head or delegate.

Gratuity Bank – Leave

- Approved leave will be paid from the bank at the employee's current base rate of pay.

Gratuity Bank – Payout

- Employees shall request payouts in dollar amounts.
 - (a) delete expired effective dates; and
 - (b) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.